

AGENDA

City Council Meeting



Tuesday, May 24, 2022 @ 6:30 PM

**Anna High School Auditorium
1107 Rosamond Parkway
Anna, Texas 75409**

The City Council of the City of Anna will meet at 6:30 PM, on May 24, 2022, at the Anna High School Auditorium located at 1107 Rosamond Parkway, Anna, Texas, 75409, 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 City 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 information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

4. Reports.

Receive reports from Staff or the City Council about items of community interest.

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

- a. Update on visit to the North Texas Municipal Water District. (City Manager Jim Proce)

- b. Update on Summer Recreation Programs and Events. (Recreation Manager Jeff Freeth)
- 5. **Work Session.**
 - a. Update on Municipal Complex. (Director of Public Works Greg Peters, P.E.)
- 6. **Consent Items.**

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

 - a. Approve City Council Meeting Minutes from May 10, 2022. (City Secretary Carrie Land)
 - b. Review Minutes of the March 3, 2022, and April 7, 2022, Joint Community Development Corporation Board and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham)
 - c. Review Minutes of the April 18, 2022, Parks Advisory Board Meeting. (Director of Neighborhood Services Marc Marchand)
 - d. Approve the Quarterly Investment Report for the Period Ending March 31, 2022. (Director of Finance Alan Guard)
 - e. Monthly Financial Report for the Month Ending April 30, 2022. (City Manager Jim Proce)
 - f. Approve a Resolution making revisions to the Investment Policy. (Management Analyst Kimberly Winarski)
- 7. **Items For Individual Consideration.**
 - a. Consider/Discuss/Action on a Resolution entering into a development agreement with Hagar Trust to establish timelines and development and design regulations for a multiple-family residence and commercial developments on 30.1± acres located on the west side of County Road 423, 1,410± feet north of State Highway 5. (Director of Development Services Ross Altobelli)
 - b. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 30.1± acres located on the west side of County Road 423, 1,410± feet north of State Highway 5 from SF-E Single-Family Residential - Large Lot to Planned Development-MF-2 Multiple-Family Residential – High Density/C-2 General Commercial with modified development standards and SF-20 Single-Family Residence. (Planning Manager Lauren Mecke)
 - c. Consider/Discuss/Action on a Resolution regarding Hager Ranch, Concept Plan. (Planning Manager Lauren Mecke)
 - d. Consider/Discuss/Action on a Resolution regarding the Pruitt's Place, Block A, Lots 1 & 2, Minor Plat. (Director of Development Services Ross Altobelli)
 - e. Consider/Discussion/Action on a Resolution entering into a development agreement with Cross Point Church Anna to establish timelines and development and design regulations for a self-storage, mini-warehouse development on 4.9± acres generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street. (Director of Development Services Ross Altobelli)
 - f. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 4.9± acres generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street from C-2 General Commercial (C-2) and SF-1 Single-Family Residential District (SF-1) to Planned Development-I-1 Light Industrial

(PD-I-1) with modified development standards for a self-storage; mini-warehouse facility. (Director of Development Services Ross Altobelli)

- g. Consider/Discuss/Action on a Resolution regarding the Blacklock Storage, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)
- h. Consider/Discussion/Action on a Resolution entering into a development agreement with Anna Town Square Partners I, LLC, to establish timelines and development and design regulations for a commercial and multiple-family residence development on 11.0± acres located at the northeast corner of Finley Boulevard and Sharp Street. (Director of Development Services Ross Altobelli)
- i. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend adopted and existing standards for multiple-family development within portions of Subdistrict I, F, & D of the existing Planned Development on one lot on 11.0± acres located at the northeast corner of Finley Boulevard and Sharp Street. (Director of Development Services Ross Altobelli)
- j. Consider/Discuss/Action on a Resolution regarding Serenity at the Square, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)
- k. Consider/Discussion/Action on a Resolution entering into a development agreement with Anna 1340 Holdings, LLC to establish timelines and development and design regulations for a multiple-family residence development on 16.2± acres located on the south side of County Road 1106, 175± feet east of State Highway 5. (Director of Development Services Ross Altobelli)
- l. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 16.2± acres located on the south side of County Road 1106, 175± feet east of State Highway 5 from SF-E Single-Family Residential – Large Lot to Planned Development-MF-1 Multiple-Family Residential Medium Density with modified development standards. (Director of Development Services Ross Altobelli)
- m. Consider/Discuss/Action on a Resolution regarding the District Community, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)
- n. Consider/Discussion/Action on a Resolution entering into a development agreement with Anna 51 Joint Venture to modify existing development and design regulations for a multiple-family residence development on 65± acres located on the south side of W. White Street, 1,315± feet west of Oak Hollow Lane. (Planning Manager Lauren Mecke)
- o. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend adopted multiple-family residence development standards on one lot on 65± acres located on the south side of W. White Street, 1,315± feet west of Oak Hollow Lane. (Planning Manager Lauren Mecke)
- p. Consider/Discuss/Action on a Resolution regarding the Villages of Waters Creek, Block B, Lot 3, Concept Plan. (Planning Manager Lauren Mecke)
- q. Conduct a Public Hearing and Consider/Discuss/Action on an Ordinance approving an amendment to the Comprehensive Plan for updates to the Master Thoroughfare Plan for the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)
- r. Consider/Discuss/Action the appointment of a neighbor residing in the Extraterritorial Jurisdiction of the City of Anna to the Capital Improvement Advisory Council as required by State Law for the review and consideration of proposed amendments to the City of Anna 10-year Capital Improvement Plan

and Impact Fees. (Director of Public Works Greg Peters, P.E.)

- s. Consider/Discuss/Action approving a Resolution appointing a Greater Texoma Utility Authority (GTUA) Board Member to Place 8. (Interview Committee)
- t. Consider/Discuss/Action on appointments/liaisons to the Planning and Zoning Commission (Interview Committee)
- u. Consider/Discuss/Action on appointments/liaisons to the Board of Adjustments. (Interview Committee)
- v. Consider/Discuss/Action on appointments/liaisons to the EDC/CDC Boards. (Interview Committee)
- w. Consider/Discuss/Action on appointments/liaisons to the Parks Advisory Board. (Interview Committee)
- x. Consider/Discuss/Action on appointments/liaisons to the Diversity and Inclusion Advisory Commission. (Interview Committee)
- y. Consider/Discuss/Action on appointment of a Mayor Pro Tem. (City Council)
- z. Consider/Discuss/Action on appointment of a Deputy Mayor Pro Tem. (City Council)
- aa. Consider/Discuss/Action on appointments to the Anna Housing Finance Corporation Board of Directors.
- bb. Consider/Discuss/Action on appointments to the Anna Public Facilities Corporation Board of Directors.
- cc. Acting as the Anna Housing Finance Corporation Board of Directors, consider/discuss/action on appointment of officer positions.
- dd. Acting as the Anna Public Facilities Corporation Board of Directors, consider/discuss/action on appointment of officer positions.

8. Closed Session (Exceptions).

Under Tex. Gov't Code Chapter 551, the City Council may enter into Closed Session to discuss any items listed or referenced on this Agenda under the following exceptions:

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). Public Facilities.
- 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; GTUA Board of Directors.

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

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

This is to certify that I, Carrie L. Land, City Secretary, posted this Agenda on the City's website (www.annatexas.gov) and 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 May 19, 2022.

Carrie L. Land, City Secretary

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



Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Jim Proce

AGENDA ITEM:

Update on visit to the North Texas Municipal Water District. (City Manager Jim Proce)

SUMMARY:

On May 6, Councilmember Stan Carver and newly elected Councilmember Pete Cain, along with staff members, visited the NTMWD water plant in Wylie, Texas, for a tour. On this visit, they were shown the plant operations and toured all of the water production facilities and participated in a series of question and answer sessions throughout the morning. Future tours are being planned and scheduled so that other Councilmembers can participate in this program as well.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Information only

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager
Jim Proce, City Manager

Created/Initiated - 5/18/2022
Final Approval - 5/18/2022



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Jeff Freeth

AGENDA ITEM:

Update on Summer Recreation Programs and Events. (Recreation Manager Jeff Freeth)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Jeff Freeth, Recreation Manager
Jim Proce, City Manager

Created/Initiated - 5/19/2022
Final Approval - 5/19/2022



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022

Staff Contact:

AGENDA ITEM:

Approve City Council Meeting Minutes from May 10, 2022. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CCmin20220510 (1)

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/17/2022
Final Approval - 5/17/2022

**Regular City Council Meeting
Meeting Minutes**



Tuesday, May 10, 2022 @ 6:30 PM

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

The City Council of the City of Anna met at 6:30 PM, on May 10, 2022, at the Anna ISD Board Room located at 201 E. 7th Street, Anna, Texas, 75409, to consider the following items.

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

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

All Council Members were present.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the Invocation and Pledge of Allegiance.

3. Neighbor Comments.

Gina Maria Ottavio addressed the City Council relative to the City placing an "Anna, Texas" sign north and south along the highways that will reference our City.

Nathan Bryan reserved the right to speak at a later time in the Meeting.

4. Reports.

**a. Presentation of Certificates of Election and administer Oaths of Office.
(City Secretary Carrie Land)**

City Secretary Land administered the Oath of Office to newly elected Council Member Pete Cain.

City Secretary Land administered the Oath of Office to newly elected Council Member Randy Atchley.

City Secretary Land administered the Oath of Office to newly elected Council Member Lee Miller.

- b. Recognition of outgoing Council Member Josh Vollmer. (City Manager Jim Proce)

Mayor Pike presented outgoing Council Member Josh Vollmer with a personalized street sign to show appreciation for his dedication and service to the City of Anna.

Items 4.c through 4.g., and Item 5.a. were tabled.

- c. Proclamation Declaring May as National Building Safety Month.
- d. Proclamation Declaring May 9 – May 13, 2022, Economic Development Week.
- e. Proclamation Declaring May 15 – May 21, 2022, APWA National Public Works Week.
- f. Recognition of Mayor Pike for appointment to the Regional Transportation Council. (City Manager Jim Proce)
- g. Council Debriefing on the North Texas Municipal Water District Tour. (City Manager Jim Proce)

5. Work Session.

- a. Update on Municipal Complex. (Director of Public Works Greg Peters, P.E.)

6. Consent Items.

Consent Agenda Items 6.p., 6.q., and 6.r. were removed.

MOTION: Council Member Miller moved to approve Consent Items 6.a. – o. and Item 6.s. Council Member Toten seconded. Motion carried 7-0.

- a. Approve City Council Meeting Minutes for April 26, 2022, Meeting. (City Secretary Carrie Land)
- b. Review Minutes of the April 4, 2022, Planning & Zoning Commission Meeting. (Director of Development Services Ross Altobelli)
- c. Review Minutes of the January 4, 2022, February 1, 2022, and March 1, 2022, Diversity and Inclusion Advisory Commission meetings. (Management Analyst Kimberly Winarski)
- d. Approve a Resolution regarding the Cedar Meadow RV Park Addition, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

RV park on one lot on 23.9± acres located at the northwest corner of County Road 419 and Cedar Meadow Drive. Located within the Extraterritorial Jurisdiction (ETJ).

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING CEDAR MEADOW RV PARK ADDITION, BLOCK A, LOT 1, DEVELOPMENT PLAT.

- e. Approve a Resolution regarding the City of Anna Water Storage Tank Addition, Block A, Lot 1, Final Plat. (Director of Development Services Ross Altobelli)

Water storage tank and service yard of governmental agency on 4.6± acres located on the east side of the Dallas Area Rapid Transit right-of-way, 296± feet northeast of E. Outer Loop Road. Zoned: Planned Development-Anna Business Park (Ord. No. 323-2007 & Ord. No. 743-2017).

The purpose of the Final Plat is to dedicate lot and block boundaries and easements necessary for the water storage tank and service yard development.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING CITY OF ANNA WATER STORAGE TANK ADDITION, BLOCK A, LOT 1, FINAL PLAT.

- f. Approve a Resolution regarding the Coyote Meadows, Phase 1B, Final Plat. (Director of Development Services Ross Altobelli)

174 Single-family dwelling, detached lots and four common area lots on 32.4± acres located on the south side of Rosamond Parkway, 785± feet east of State Highway 5. Zoned: Planned Development-Single-Family Residence-60/Single-Family Residence District/SF-Z Single-Family Residence – Zero Lot Line Homes/ SF-TH Townhome District (PD-SF-60/SF-Z/SF-TH) (Ord. No. 957-2022).

The purpose of the Final Plat is to dedicate rights-of-way, lot and block boundaries, and easements necessary for the single-family residential development.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING CITY OF COYOTE MEADOWS, PHASE 1B, FINAL PLAT.

- g. Approve a Resolution regarding the Affi Addition, Block A, Lot 2R, Preliminary Replat. (Director of Development Services Ross Altobelli)

Automotive repair, major on one lot on 2.1± acres located at the southeast corner of W. White Street and Standridge Boulevard (CR 286). Zoned: I-1 Light Industrial.

The purpose for the Preliminary Replat is to propose lot and block boundaries and easements necessary for the creation of an Automotive Repair, Major development.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AFFI ADDITION, BLOCK A, LOT 2R, PRELIMINARY REPLAT.

- h. Approve a Resolution regarding the Anacapri, Phases 2, 3, & 4, Preliminary Plat.

(Director of Development Services Ross Altobelli)

777 Single-family dwelling, detached lots and 13 common area lots on 179.5± acres located on the south side of Mantua Road (County Road 371), 158± feet west of Thousand Oaks Drive. Zoned: Planned Development-SF-60 Single-Family Residential/SF-Z Single-Family Residential – Zero lot line homes (PD-SF-60/SF-Z) (Ord. No. 887-2020).

The purpose of the Preliminary Plat is to propose rights-of-way, lot and block boundaries, and easements necessary for the creation of a single-family, detached development.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANACAPRI, PHASES 2, 3, & 4, PRELIMINARY PLAT.

- i. Approve a Resolution regarding the Chambers Grove, Preliminary Plat. (Director of Development Services Ross Altobelli)

661 Single-family dwelling, detached lots, one multiple-family residence lot, and 15 common area lots on 270± acres located on the east side of future Hardin Road (CR 206), 800± feet north of W. County Road 281. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose of the Preliminary Plat is to propose rights-of-way, lot and block boundaries, and easements necessary for the creation of a single-family, detached and multiple-family residential development.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING CHAMBERS GROVE, PRELIMINARY PLAT.

- j. Approve a Resolution regarding the Crystal Park, Phase 1, Preliminary Plat. (Director of Development Services Ross Altobelli)

172 Single-family dwelling, detached lots and seven common area lots on 54.3± acres located on the west side of S. Standridge Boulevard (CR 286), 1,030± feet south of W. White Street. Zoned: Planned Development-SF-60 Single-Family Residence District/SF-72 Single-Family Residence District (PD-SF-60/SF-72) (Ord. No. 969-2022).

The purpose of the Preliminary Plat is to propose rights-of-way, lot and block boundaries, and easements necessary for the creation of a single-family, detached development.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING CRYSTAL PARK, PHASE 1, PRELIMINARY PLAT.

- k. Approve a Resolution regarding the Willow Creek Addition, Phase 1B, Block G, Lot 1R, Revised Site Plan. (Director of Development Services Ross Altobelli)

Retail, restaurant, and medical office on one lot on 2.2± acres located at the northeast corner of W. White Street and Westfield Drive. Zoned: C-1 Restricted Commercial.

The purpose of the Revised Site Plan is to propose modifications to the Phase 2 layout to include a reduced building size, increased parking, and adding an outdoor patio area.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING WILLOW CREEK ADDITION, PHASE 1B, BLOCK G, LOT 1R, REVISED SITE PLAN.

- I. Approve a Resolution amending the City of Anna Public Improvement District Policy. (Director of Economic Development Joey Grisham)

After review, staff and the city attorney recommend some edits to the existing Anna Public Improvement District Policy.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA PUBLIC IMPROVEMENT DISTRICT (PID) POLICY.

- m. Acting as the Anna Public Facility Corporation ("APFC") Board of Directors, approve: (a) Memorandum of Understanding with Palladium USA, Inc., for the East Foster Crossing Project; (b) resolutions approving the formation of entities--along with corresponding LLC agreements-- to serve in the following capacities in connection with the East Foster Crossing financing: (i) ground lessor, (ii) co-developer and (iii) general contractor; (c) a resolution authorizing the transfer and assignment of Palladium East Foster Crossing GP, LLC, as general partner of Palladium East Foster Crossing, Ltd; and (d) an Amended and Restated Limited Liability Company Agreement of Palladium East Foster Crossing GP, LLC. (Director of Economic Development Joey Grisham)

This item is related to the East Foster Crossing Apartment project being developed by Palladium. Approval of these Resolutions will advance the project forward with an expected bond closing date of June 23rd. This project will be set up similarly to the Parmore Anna Senior Living project.

RESOLUTION AUTHORIZING THE FORMATION OF APFC EAST FOSTER DEVELOPMENT, LLC (THE "CO-DEVELOPER") IN CONNECTION WITH THE ANNA PUBLIC FACILITY CORPORATION MULTIFAMILY HOUSING REVENUE BONDS (EAST FOSTER CROSSING), SERIES 2022; AUTHORIZING THE DESIGNATION OF THE ANNA PUBLIC FACILITY CORPORATION AS THE SOLE MEMBER OF THE CO-DEVELOPER; APPROVING THE FORM AND SUBSTANCE OF A LIMITED LIABILITY COMPANY AGREEMENT AND THE EXECUTION THEREOF; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN IN CONNECTION WITH THE CO-DEVELOPER; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

RESOLUTION AUTHORIZING THE FORMATION OF APFC EAST FOSTER CONTRACTOR, LLC (THE "GENERAL CONTRACTOR") IN CONNECTION WITH THE ANNA PUBLIC FACILITY CORPORATION MULTIFAMILY HOUSING REVENUE BONDS (EAST FOSTER CROSSING), SERIES 2022; AUTHORIZING THE DESIGNATION OF THE ANNA PUBLIC FACILITY CORPORATION (THE "CORPORATION") AS THE SOLE MEMBER OF THE

GENERAL CONTRACTOR; APPROVING THE FORM AND SUBSTANCE OF A LIMITED LIABILITY COMPANY AGREEMENT AND THE EXECUTION THEREOF; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN IN CONNECTION WITH THE GENERAL CONTRACTOR; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

RESOLUTION AUTHORIZING THE TRANSFER AND ASSIGNMENT OF PALLADIUM EAST FOSTER CROSSING GP, LLC, AS GENERAL PARTNER (THE "COMPANY") OF PALLADIUM EAST FOSTER CROSSING, LTD., IN CONNECTION WITH THE ANNA PUBLIC FACILITY CORPORATION MULTIFAMILY HOUSING REVENUE BONDS (EAST FOSTER CROSSING), SERIES 2022; AUTHORIZING THE DESIGNATION OF THE ANNA PUBLIC FACILITY CORPORATION AS THE SOLE MEMBER OF THE COMPANY; APPROVING THE FORM AND SUBSTANCE OF AN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT AND THE EXECUTION THEREOF; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN IN CONNECTION WITH THE COMPANY; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

RESOLUTION AUTHORIZING THE FORMATION OF APFC EAST FOSTER HOLDINGS, LLC (THE "GROUND LESSOR") IN CONNECTION WITH THE ANNA PUBLIC FACILITY CORPORATION MULTIFAMILY HOUSING REVENUE BONDS (EAST FOSTER CROSSING), SERIES 2022; AUTHORIZING THE DESIGNATION OF THE ANNA PUBLIC FACILITY CORPORATION (THE "CORPORATION") AS THE SOLE MEMBER OF THE GROUND LESSOR; APPROVING THE FORM AND SUBSTANCE OF A LIMITED LIABILITY COMPANY AGREEMENT AND THE EXECUTION THEREOF; RATIFYING CERTAIN ACTIONS HERETOFORE TAKEN IN CONNECTION WITH THE GROUND LESSOR; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

- n. Acting as the Anna Public Facility Corporation Board of Directors ("APFC"), approve and ratify the execution by the APFC President of that certain letter agreement between APFC and Hilltop Securities, Inc., dated May 4, 2022. (Director of Economic Development Joey Grisham)
- o. Approve a Resolution authorizing the City Manager to release portions of existing easements for temporary sanitary sewer and drainage utilities which are no longer necessary in the Anna Crossing Phase 1C Subdivision. (Director of Public Works Greg Peters, P.E.)

The Developer for Anna Crossing Phase 1C dedicated sanitary sewer and drainage easements on and across Phase 1C during the development of the overall project. These easements were to remain in place until Phase 1C was developed. Now that Phase 1C is complete, these easements are no longer needed. The public sewer system and public drainage system constructed with Phase 1C has replaced the improvements which used to be within these

easements. As such, the developer is requesting the City to release the easements.

Staff has reviewed the request, the release documents, and the infrastructure on and across Anna Crossing Phase 1C and has determined that the requested release of these easements is correct and consistent with the development plans. As such, staff is recommending approval of the resolution.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE EASEMENT RELEASE DOCUMENTS FOR THE PARTIAL RELEASE OF SANITARY SEWER EASEMENTS AND DRAINAGE EASEMENTS IN PHASE 1C OF ANNA CROSSING SUBDIVISION AS SHOWN IN EXHIBIT "A" ATTACHED HERETO; AND PROVIDING FOR AN EFFECTIVE DATE.

- p. Approve a Resolution Establishing the Project Charter for the Anna Public Library project. (Director of Public Works Greg Peters, P.E.)

This item is for the City Council to approve a Resolution adopting the Project Charter for the Anna Public Library. This item is being presented for approval based upon the presentation at the April 26, 2022, City Council Meeting and feedback received.

A copy of the presentation from April 26th is attached.

In 2021, Anna neighbors approved a Bond Election to provide \$22,000,000 in funds for the construction of a new public library.

The City Council appointed members of the community to a task force last fall. The APLE Task Force worked with City staff, Project Advocates, and 720 Design, to identify the "WHAT" of the project. This was accomplished through tours of libraries across DFW and the State, along with a robust public input process. Public input included in-person meetings, virtual meetings, and online self-paced surveys. In addition to the public engagement opportunities, a wide range of specific community groups were identified and sought out. The task force team met with these groups to receive input and feedback in order to capture data from all demographics across the community. The public input process utilized represents the most robust civic engagement the City of Anna has ever had with the community for a capital project.

The "WHAT" includes all of the facility goals which meet the needs of the community. Once adopted, the Project Charter will be the official set of guidelines for the design and construction of the project, to ensure that the Anna community gets everything they desire in a modern public library.

At the April 26th meeting, staff provided a presentation on the process, findings, and draft charter. In addition, members of the APLE Task Force provided their perspective on the process, public engagement, and results. Finally, the City Council provided their feedback on the draft charter.

The feedback received from the Council was used in preparation of the final Project Charter which is being proposed for adoption in this agenda item.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND ADOPTING THE PROJECT CHARTER FOR THE ANNA PUBLIC LIBRARY PROJECT, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

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

- q. Approve a Resolution authorizing the City Manager to execute a professional services agreement with Project Advocates for the Anna Community Library project. (Director of Public Works Greg Peters, P.E.)

As presented at the April 26, 2022, City Council Meeting in the Library Charter presentation, staff is bringing this action item forward for Council approval. This item is the professional services agreement for Project Advocates on the Anna Public Library Project. A copy of the April 26th presentation is attached.

The City of Anna is ready to move forward into the design phase of the Anna Public Library project. Project Advocates is a professional services firm which provides owner representation on a wide range of capital construction projects from start to finish. They have been on the project team for the library through the public input and pre-design phases of the project. Approval of this item will continue their services through the design, bidding, and construction phases.

Project Advocates have been a valuable partner and resource to City staff thus far in the project. Their knowledge and expertise in the design budgeting, cost management, and bid processes of construction projects is beneficial to the City and will help the community fully realize all the goals of the Anna Library project. Staff recommends approval of the agreement as shown in the attached documents.

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

- r. Approve a Resolution authorizing the City Manager to execute a professional services agreement with 720 Design for the Anna Community Library project. (Director of Public Works Greg Peters, P.E.)

As presented at the April 26, 2022, City Council Meeting in the Library Charter presentation, staff is bringing this action item forward for Council approval. This item is the professional services agreement for 720 Design on the Anna Public Library Project. A copy of the April 26th presentation is attached.

The City of Anna is ready to move forward into the design phase of the Anna Public Library project. 720 Design is an architectural and interior design firm which specializes in the design of libraries. They have been on the project team for the library through the public input and pre-design phases of the project. Approval of this item will continue their services through the design, bidding, and construction phases.

720 Design has been a valuable partner and resource for City staff thus far in the project. Their knowledge and expertise in the planning, design, and use of public libraries is beneficial to the City and will help the community fully realize

all the goals of the Anna Library project.

720 Design will provide the following services for the project:

- Conceptual Exterior Design
- Interior Design
- Furniture, Finish, and Equipment selection
- AV/Tech/Acoustics/Security selection
- Management of the Mechanical/Electrical/Plumbing design

Staff will be working with 720 Design and Project Advocates to go through a selection process to choose the architectural firm which will provide the full architectural design of the building structure and exterior. This selection will occur over the next several months, with City Council approval of the final firm and scope.

Staff recommends approval of the agreement as shown in the attached documents.

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

- s. Approve a Resolution consenting to the addition of 23.130 acres of land to Blue Meadow Municipal Utility District No. 1 of Collin County.

RESOLUTION OF THE CITY OF ANNA, TEXAS CONSENTING TO THE ADDITION OF 23.130 ACRES OF LAND TO BLUE MEADOW MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY.

7. Items For Individual Consideration.

Mayor Pike moved to table Items 7.a. through 7.m. to the May 24, 2022, City Council Meeting. With regard to Items 7.a, 7.k, and 7.m., Mayor Pike opened the Public Hearings at 7:06 PM and continued the Public Hearings to the May 24, 2022, City Council Meeting at 6:30 PM at the Anna ISD Board Room located at 201 E. 7th Street, Anna, Texas, 75409. Council Member Miller seconded. Motion carried 7-0.

- a. Conduct a Public Hearing and Consider/Discuss/Action on an Ordinance approving an amendment to the Comprehensive Plan for updates to the Master Thoroughfare Plan for the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)
- b. Consider/Discuss/Action the appointment of a neighbor residing in the Extraterritorial Jurisdiction of the City of Anna to the Capital Improvement Advisory Council as required by State Law for the review and consideration of proposed amendments to the City of Anna 10-year Capital Improvement Plan and Impact Fees. (Director of Public Works Greg Peters, P.E.)
- c. Consider/Discuss/Action approving a Resolution appointing a Greater Texoma Utility Authority (GTUA) Board Member to Place 8. (Interview Committee)

- d. Consider/Discuss/Action on appointments to the Planning and Zoning Commission (Interview Committee)
- e. Consider/Discuss/Action on appointments to the Board of Adjustments. (Interview Committee)
- f. Consider/Discuss/Action on appointments to the EDC/CDC Boards. (Interview Committee)
- g. Consider/Discuss/Action on appointments to the Parks Advisory Board. (Interview Committee)
- h. Consider/Discuss/Action on appointments to the Diversity and Inclusion Advisory Commission. (Interview Committee)
- i. Consider/Discuss/Action on a Resolution regarding the Pruitt's Place, Block A, Lots 1 & 2, Minor Plat. (Director of Development Services Ross Altobelli)
- j. Consider/Discussion/Action on a Resolution entering into a development agreement with Cross Point Church Anna to establish timelines and development and design regulations for a self-storage, mini-warehouse development on 4.9± acres generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street. (Director of Development Services Ross Altobelli)
- k. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 4.9± acres generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street from C-2 General Commercial (C-2) and SF-1 Single-Family Residential District (SF-1) to Planned Development-I-1 Light Industrial (PD-I-1) with modified development standards for a self-storage; mini-warehouse facility. (Director of Development Services, Ross Altobelli)
- l. Consider/Discuss/Action on a Resolution regarding the Blacklock Storage, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)
- m. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 30.1± acres located on the west side of County Road 423, 1,410± feet north of State Highway 5 from SF-E Single-Family Residential - Large Lot to Planned Development-MF-2 Multiple-Family Residential – High Density/C-2 General Commercial with modified development standards and SF-20 Single-Family Residence. (Director of Development Services Ross Altobelli)

8. Closed Session (Exceptions).

Under Tex. Gov't Code Chapter 551, the City Council may enter into Closed Session to discuss any items listed or referenced on this Agenda under the following exceptions:

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). Public facilities and related expenditures; Meeting and records 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). Boards and Commissions; GTUA Board of Directors; City Manager.

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

Nathan Bryan addressed the City Council relative to their discussion in Closed Session and asked them to keep in mind the neighbors of Anna and what their decision will do for and against the neighbors.

Mayor Pike recessed the meeting at 7:09 PM.

Mayor Pike reconvened the meeting at 10:05 PM.

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

Mayor Pike adjourned the meeting at 10:05 PM.

Approved on May 24, 2022.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022

Staff Contact:

AGENDA ITEM:

Review Minutes of the March 3, 2022, and April 7, 2022, Joint Community Development Corporation Board and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. March 3 2022 CDC EDC Joint Meeting Minutes_Signed
2. April 7 2022 CDC EDC Joint Meeting Minutes_Signed

APPROVALS:

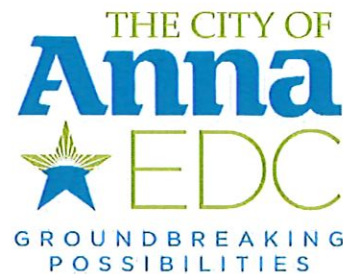
Kimberly Garduno, Economic Development Coordinator	Created/Initiated - 5/17/2022
Jim Proce, City Manager	Final Approval - 5/17/2022

Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator



Anna Community Development Corporation and Anna Economic Development Corporation Meeting Minutes

Thursday, March 3, 2022, at 6:00 pm

City of Anna Fire Station EOC Conference Room

305 S. Powell Parkway, Anna, Texas 75409

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a meeting at 6:00 p.m. on Thursday, March 3, 2022, at the Anna Fire Station EOC Conference Room, located at 305 S. Powell Parkway (Highway 5) Anna, Texas 75409.

A video recording of the open session portions of the meeting may be viewed online at the City of Anna's website: <https://www.annatexas.gov/962/AgendasMinutes>

CDC and EDC Board Members Present: Anthony Richardson, Bruce Norwood, Michelle Hawkins, Rocio Gonzalez, and Kylee Kelley **CDC and EDC Board Members Absent:** Shane Williams. **Others Present:** Joey Grisham (Director of Economic Development), Kimberly Garduno (Economic Development Coordinator), Clark McCoy (Attorney) and Lee Miller (Mayor Pro Tem).

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

The meeting was called to order by Board President Anthony Richardson at 6:09 p.m.

2. Invocation and Pledge of Allegiance.

Invocation and Pledge of Allegiance were led by Anthony Richardson.

3. Recognition of Board President Anthony Richardson for his exemplary service to the City of Anna and EDC/CDC Board.

Joey Grisham presented Anthony Richardson with a recognition plaque for his service.

4. Neighbor Comments.

None.

5. Consent Agenda.

- a. Consider/Discuss/Act on approving minutes from the February 10, 2022, Joint Community Development Corporation and Economic Development Corporation Special-Called Meeting. (CDC)

Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

- b. Consider/Discuss/Act on approving minutes from the February 10, 2022, Joint Community Development Corporation and Economic Development Corporation Special-Called Meeting. (EDC)
Rocio Gonzalez identified a misspelling of Shane Williams's last name on Page 3 of Agenda item 5 c.

Rocio Gonzalez made a motion on behalf of the CDC and EDC to approve the consent agenda with modification. Michelle Hawkins seconded the motion. All were in favor. Motion passed.

6. Individual Consideration

- a. **Consider/Discuss/Act on accepting the resignation of Anthony Richardson from the CDC and EDC Board. (CDC and EDC)**
Mr. Richardson is moving outside the city limits and can no longer fulfill the residency requirements to serve on the CDC/EDC Board and therefore submitted a resignation letter

Michelle Hawkins made a motion on behalf of the CDC and EDC Board to accept the resignation of Anthony Richardson from the Board of Directors. Bruce Norwood seconded the motion. All were in favor with Anthony Richardson abstaining from the vote. Motion passed.

7. Director's Report

- a. **ICSC ReCON and ICSC Red River**

The ICSC Red River show will take place March 30 – April 1st and will be in Dallas this year at the Kay Bailey Hutchison Convention Center. The Las Vegas Convention Center is the location for ICSC ReCON from May 21-24th. Several board members have expressed interest in attending both shows.

- b. **Strategic Plan Updates**

The city of Anna was featured in two Bisnow articles. The Parmore Senior Living Project closed in February and the groundbreaking ceremony is scheduled for Tuesday, March 22. Staff will send invites to board members who wish to attend the ceremony. Additional updates include finalizing the DCEO awards in April, drafting of a municipal use agreement for Downtown parking and discussions continue with John Rattan and Kimley Horn on the Rattan Ranch Project.

- c. **Greater Anna Chamber of Commerce Banquet – April 2**

The Chamber Banquet is scheduled for Saturday, April 2, at Anna High School. The EDC will have four tables for board members and staff. The following board members are confirmed plus a guest ticket for each: Bruce Norwood, Rocio Gonzalez, Shane Williams, Kylee Kelley and Michelle Hawkins.

- d. **Downtown Updates**

Staff held a kickoff call with TNP concerning the implementation of a drainage study that is expected to be completed in May. Staff continues working on a draft DART municipal use agreement for Downtown parking and submitting a TIRZ participation package to Collin County. Joey Grisham stated that Freese and Nichols will update the City's zoning ordinances, which includes Downtown.

Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

Since there is a funding gap, Joey inquired if the CDC board is interested in providing funding. Staff will place the budget request on a future agenda item for board approval.

e. Retail Market Study Update

Navi Retail's presentation outlining their status updates was included in the packet. Since December, phases 1 – 3 have been completed and Navi Retail is finishing up Phase 4. This phase includes combining reports and market findings to present to the CDC/EDC Board. Navi Retail is also working with staff to setup recruitment meetings at ICSC and plan to schedule a workshop (Phase 5) depending on board members availability.

8. CLOSED SESSION (exceptions):

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

Bruce Norwood made a motion to enter closed session. Anthony Richardson seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:38 p.m.

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

Rocio Gonzalez made a motion to reconvene into open session. Kylee Kelley seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 6:45 p.m.

10. Receive reports from staff or Board Members about items of community interest.

None.

11. Adjourn.

Rocio Gonzalez made a motion to adjourn the meeting at 6:47 p.m. Anthony Richardson seconded the motion. All were in favor. Motion passed.

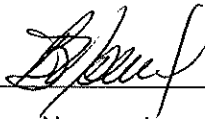
Officers:

Anthony Richardson, President
Bruce Norwood, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

APPROVED:



Bruce Norwood
Vice-President of CDC/EDC

ATTESTED:



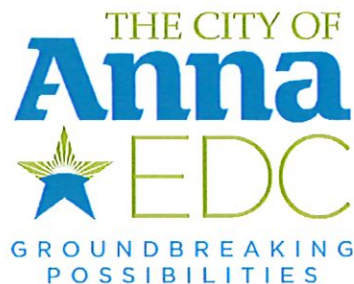
Rocio Gonzalez
Secretary of CDC/EDC

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator



Anna Community Development Corporation and Anna Economic Development Corporation Meeting Minutes

Thursday, April 7, 2022, at 6:00 pm

City of Anna Fire Station EOC Conference Room

305 S. Powell Parkway, Anna, Texas 75409

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a meeting at 6:00 p.m. on Thursday, April 7, 2022, at the Anna Fire Station EOC Conference Room, located at 305 S. Powell Parkway (Highway 5) Anna, Texas 75409.

A video recording of the open session portions of the meeting may be viewed online at the City of Anna's website: <https://www.annatexas.gov/962/AgendasMinutes>

CDC and EDC Board Members Present: Bruce Norwood, Michelle Hawkins, Rocio Gonzalez, and Shane Williams **CDC and EDC Board Members Absent:** Kylee Kelley. **Others Present:** Joey Grisham (Director of Economic Development), Taylor Lough (Assistant Director of Economic Development), Kimberly Garduno (Economic Development Coordinator), Kevin Johnson (IT Director, Clark McCoy (Attorney) and Lee Miller (Mayor Pro Tem).

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

The meeting was called to order by Board Vice President Bruce Norwood at 6:05 p.m.

2. Invocation and Pledge of Allegiance.

Invocation and Pledge of Allegiance were led by Bruce Norwood.

3. Neighbor Comments.

None.

4. Consent Agenda.

- a. Consider/Discuss/Act on approving minutes from the March 3, 2022, Joint Community Development Corporation and Economic Development Corporation Special-Called Meeting. (CDC)
- b. Consider/Discuss/Act on approving minutes from the March 3, 2022, Joint Community Development Corporation and Economic Development Corporation Special-Called Meeting. (EDC)

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

Shane Williams made a motion on behalf of the CDC and EDC to approve the consent agenda. Rocio Gonzalez seconded the motion. All were in favor. Motion passed.

5. Individual Consideration

- a. Consider/Discuss/Action on a Resolution approving an Amendment to a contract with Carey Cox Real Estate for real estate representation. (EDC and CDC)**

Joey Grisham explained this item is an amendment to extend the existing contract for an additional year with Carey Cox related to real estate representation for the Anna Business Park. This is the third amendment to extend the contract.

Michelle Hawkins made a motion on behalf of the CDC and EDC Board to accept a Resolution approving an Amendment to a contract with Carey Cox Real Estate for real estate representation. Bruce Norwood seconded the motion. All were in favor. Motion passed.

- b. Consider/Discussion/Action on electing a President. (EDC and CDC)**

Shane Williams made a motion on behalf of the CDC and EDC Board to elect Bruce Norwood President of the EDC and CDC Board of Directors. Michelle Hawkins seconded the motion. All were in favor with Bruce Norwood abstaining. Motion passed.

- c. Consider/Discuss/Action on electing a Vice-President. (EDC and CDC)**

Michelle Hawkins made a motion on behalf of the CDC and EDC Boards to elect Shane Williams as Vice President of the EDC and CDC Board of Directors. Rocio Gonzalez seconded the motion. All were in favor with Shane Williams abstaining. Motion passed.

- d. Consider/Discuss/Action on a Resolution terminating Covenants, Conditions, and Restrictions (CCRs) for Anna Business Park. (CDC)**

- e. Consider/Discuss/Action on a Resolution terminating Covenants, Conditions, and Restrictions (CCRs) for Anna Business Park. (EDC)**

Joey Grisham explained that CCRs for the Anna Business Park were created in 2017 following the purchase of the property by both the CDC and EDC in 2016. The original CCRs envisioned the Business Park would be one-hundred percent masonry construction, including tilt-wall. As the State Legislature outlawed cities from regulating building materials, the City typically enters into development agreements to require agreed upon building materials. The termination of the CCRs is contingent upon the City Council approving a development agreement with the potential purchaser of the Business Park for building standards.

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

Bruce Norwood made a motion on behalf of the CDC and EDC Boards to approve a Resolution terminating Covenants, Conditions, and Restrictions (CCRs) for Anna Business Park. Shane Williams seconded the motion. All were in favor. Motion passed.

6. Director's Report

a. ICSC Red River

The ICSC Red River show took place March 30 – April 1st in Dallas at the Kay Bailey Hutchison Convention Center. The feedback was positive as several attendees commented they were hearing a lot about Anna, showing our marketing efforts are playing off. The next ICSC show will be hosted in Vegas. Staff and members of the Board will attend. Mayor Pro Tem Lee Miller recognized Kimberly Garduno's efforts. He stated a lot of attendees sought out Anna to speak to.

b. Strategic Plan Updates

Staff is continuing to execute the plan adopted by the Board. The D CEO Real Estate Awards event that we sponsored had over 600 people in attendance. Staff is working with Cooksey and Red Productions for a community video. Joey Grisham and Mayor Pro Tem Lee Miller hosted a telephone town hall to educate our neighbors. Mayor Pro Tem asked the Board to provide ideas on how to educate our neighbors. Development map was updated last month.

c. Financial Report/Sales Tax Update

As sales tax is two months delayed, the City received sales tax revenue for the month of February.

d. Downtown Updates

The City has requested 50 percent support from Collin County for the Downtown TIRZ that was created in December. The City is committing funds for water line and water infrastructure. The CDC will be assisting financially towards the current rezoning efforts. Staff is reviewing using consultants to help implement the Downtown Master Plan.

7. CLOSED SESSION (exceptions):

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

Officers:

Bruce Norwood, President
Shane Williams, Vice-President
Rocio Gonzalez, Secretary

Staff:

Joey Grisham, Director of Economic Development
Taylor Lough, Assistant Director of Economic Development
Kimberly Garduno, Economic Development Coordinator

subdivision (1). (Tex. Gov't Code §551.087) Anna Business Park Property; potential commercial, retail, and medical projects.

Rocio Gonzalez made a motion to enter closed session. Michelle Hawkins seconded the motion. All were in favor. Motion passed. CDC Board entered closed session at 6:44 p.m.

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

Michelle Hawkins made a motion to reconvene into open session. Shane Williams seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:03 p.m.

9. Receive reports from staff or Board Members about items of community interest.

Save the date for a Board Orientation on Saturday, May 21st.

Parmore Anna Senior Living Groundbreaking will be held Tuesday, April 12th at 1:00 p.m.

10. Adjourn.

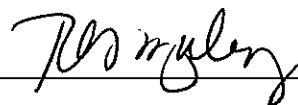
Shane Williams made a motion to adjourn the meeting at 7:05 p.m. Michelle Hawkins seconded the motion. All were in favor. Motion passed.

APPROVED:



Bruce Norwood
President of CDC/EDC

ATTESTED:



Rocio Gonzalez
Secretary of CDC/EDC



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022

Staff Contact:

AGENDA ITEM:

Review Minutes of the April 18, 2022, Parks Advisory Board Meeting. (Director of Neighborhood Services Marc Marchand)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 4-18-2022 Parks Advisory Board Minutes (Signed)

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/19/2022
Final Approval - 5/19/2022



Minutes
Anna Parks Advisory Meeting
Monday, April 18, 2022, 6:00pm
Anna City Hall, 111 N Powell Parkway

MINUTES
ANNA PARKS ADVISORY BOARD MEETING
April 18, 2022

The Parks Board of the City of Anna met at 6:00 PM, on April 18, 2022, 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
 - a. The meeting was called to order at 6:00pm. Members present were Elden Baker, Michelle Clemens, Eirik Hansen, Mackenzie Jenks, and Jon Schwyzer. Joe Crowder and LeQuey Douglas were absent. Staff present included Recreation Manager Jeff Freeth, Neighborhood Services Director Marc Marchand, Parks Superintendent Matt Lewis, Park Planning and Development Manager Dalan Walker, and City Council Liaison Stan Carver.
2. County Park Bond Project Selection
 - a. Representatives from the Allen Eagles Competitive Shooting Team, Legacy Christian Academy Sporting Clays Team, North Texas Clay Busters, and Prosper Shooting Team were present to provide a presentation and input on the need for a skeet, trap and clay shooting range within Collin County.
 - b. Collin County Parks & Open Spaces board members and representatives and Collin County, Precinct 3, Commissioner Darrel Hale were also present to discuss the Collin County Parks & Open Space Project Funding Assistance Program.
 - c. No action taken. Staff to further research the skeet, trap and clay shooting range project scope and potential financial impact.
3. Staff presented a report on Neighborhood Life and Recreation programming and events.
4. Staff presented an update on the Slayter Creek Park Wheeled Sports Park project.
5. Staff presented an update on Parks Capital Projects which included:
 - a. Library Project Charter
 - b. Slayter Creek Park Projects
 - i. Disc Golf – Tee Pads
 - ii. Restroom (North Parking Lot)
 - iii. Pickleball and Basketball Courts Land Surveying
 - c. Johnson Park Lights
 - d. Henry Clay "Yank" Washington Park Basketball Court – Land Surveying
 - e. Parks CIP Timeline and Costs Webpage
6. Staff and the Parks Advisory Board discussed Community Center project options.
7. Bryant Park Phase 1

Motion to recommend a sign, fencing and soccer goals to be installed at Bryant Park made by Eirik Hansen, seconded by Elden Baker. Motion carried 5-0.



Minutes
Anna Parks Advisory Meeting
Monday, April 18, 2022, 6:00pm
Anna City Hall, 111 N Powell Parkway

8. Park Minutes

a. March 21

A motion was made by Eirik Hansen, seconded by Elden Baker, to approve the Minutes of the March 21, 2022, meeting. Motion carried 5-0.

9. Adjourn

Eirik Hansen adjourned the meeting at 8:56 pm.

ATTEST:

A blue ink signature of Eirik Hansen, written over a horizontal line.

A blue ink signature of Marc Marchand, written over a horizontal line.
Marc Marchand, Director of Neighborhood Services



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Alan Guard

AGENDA ITEM:

Approve the Quarterly Investment Report for the Period Ending March 31, 2022.
(Director of Finance Alan Guard)

SUMMARY:

In accordance with the Public Funds Investment Act (PFIA), the City of Anna is required to submit a quarterly report on the investment of all public funds held by the City. The report includes:

- Review of the City's holdings.
- Comparison of book vs. market value.
- Allocation information by fund.
- Charts showing historical activity.

The City's portfolio as of the quarter ending March 31, 2022 earned an average yield of 0.77%. The total fiscal year-to-date interest earned is \$143,913. The total investments are up over the previous quarter due to property tax collections for FY 2022.

FINANCIAL IMPACT:

Interest earning YTD of \$143,913 versus a budget of \$75,400.

STRATEGIC CONNECTIONS:

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

GOAL 4 - HIGH PERFORMING, PROFESSIONAL CITY

STAFF RECOMMENDATION:

Adopt the report.

ATTACHMENTS:

1. Quarterly Investment Report 04.30.2022

APPROVALS:

Alan Guard, Finance Director
Jim Proce, City Manager

Created/Initiated - 5/19/2022
Final Approval - 5/19/2022

January 1, 2022 to March 31, 2022



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2022

The investment portfolio of the City of Anna is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

A handwritten signature in black ink, appearing to be "J. Smith", written over a horizontal line.

Assistant City Manager

A handwritten signature in blue ink, appearing to be "Alan Smith", written over a horizontal line.

Finance Director

A handwritten signature in blue ink, appearing to be "NA", written over a horizontal line.

Accounting Manager

Summary
Investment Report
January 1, 2022 to March 31, 2022

Quarter End Results by Investment Category:

Asset Type	Ave. Yield	March 31, 2022		December 31, 2021	
		3/31/2022	Market Value	Book Value	Market Value
Bank DDA	0.55%	\$ 51,042,004	\$ 51,042,004	\$ 48,010,938	\$ 48,010,938
Money Market	0.05%	\$ 1,224,488	\$ 1,224,488	\$ 1,228,478	\$ 1,228,478
Texpool	0.13%	\$ 22,003,172	\$ 22,003,172	\$ 21,999,902	\$ 21,999,902
Texas CLASS	0.06%	\$ 1,858,837	\$ 1,858,837	\$ 1,858,553	\$ 1,858,553
Totals		\$ 76,128,501	\$ 76,128,501	\$ 73,097,871	\$ 73,097,871

Current Quarter Average Yield

Total Portfolio 0.77%

Fiscal Year-to-Date Average Yield

Total Portfolio 0.38%

Quarterly Interest Income

\$80,602

Year-to-date Interest Income

\$143,913

Investment Report

January 1, 2022 to March 31, 2022

Summary of Total Investment Book Value by Fund Group

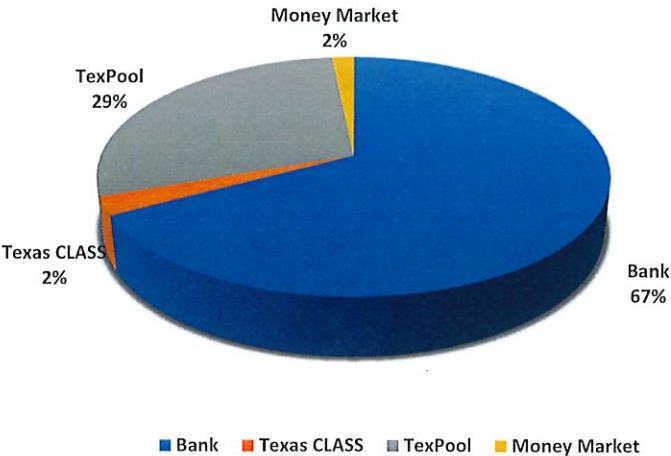
	3/31/2022	
	3/31/22	12/31/21
General Fund	\$ 13,651,276	\$ 12,024,010
Debt Service Funds	\$ 838,051	1,614,383
General Capital Projects Non Bond	\$ 3,991,929	2,176,307
General Capital Projects Bond	\$ 8,756,949	13,435,112
Special Revenue Funds	\$ 10,979,832	10,161,598
Water & Sewer Fund	\$ 7,722,684	7,565,850
Utilities Funds - Restricted	\$ 28,078,523	23,914,667
EDC	\$ 398,491	402,542
CDC	\$ 1,710,766	1,803,401
TOTAL	\$ 76,128,501	\$ 73,097,871

Investment Holdings
Investment Report
January 1, 2022 to March 31, 2022

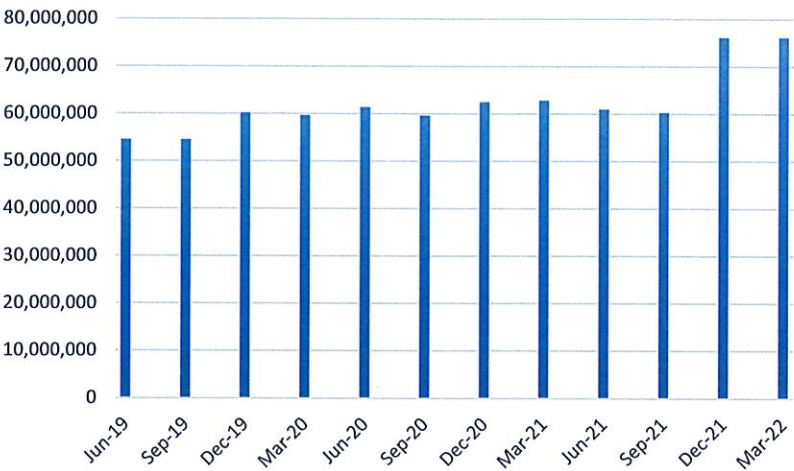
Description	Yield	Maturity Date	Purchase Date	03/31/2022		12/31/2021		12/31/2021		Qtr to Qtr Change
				12/31/2021	Market Value	Book Value	Market Value	Book Value	Market Value	
Independent Bank	0.55%	3/31/2022		\$ 51,042,004	\$ 51,042,004	\$ 48,010,938	\$ 48,010,938	\$ 48,010,938	\$ 48,010,938	\$ 3,031,066
Simmons Bank	0.05%	3/31/2022		\$ 1,224,488	\$ 1,224,488	\$ 1,228,478	\$ 1,228,478	\$ 1,228,478	\$ 1,228,478	\$ (3,990)
TexPool	0.13%	3/31/2022	Various	\$ 22,003,172	\$ 22,003,172	\$ 21,999,902	\$ 21,999,902	\$ 21,999,902	\$ 21,999,902	\$ 3,270
Texas CLASS	0.50%	3/31/2022	8/5/2020	\$ 1,858,837	\$ 1,858,837	\$ 1,858,553	\$ 1,858,553	\$ 1,858,553	\$ 1,858,553	\$ 284
TOTAL				\$ 76,128,501	\$ 76,128,501	\$ 73,097,871	\$ 73,097,871	\$ 73,097,871	\$ 73,097,871	\$ 3,030,630

January 1, 2022 to March 31, 2022

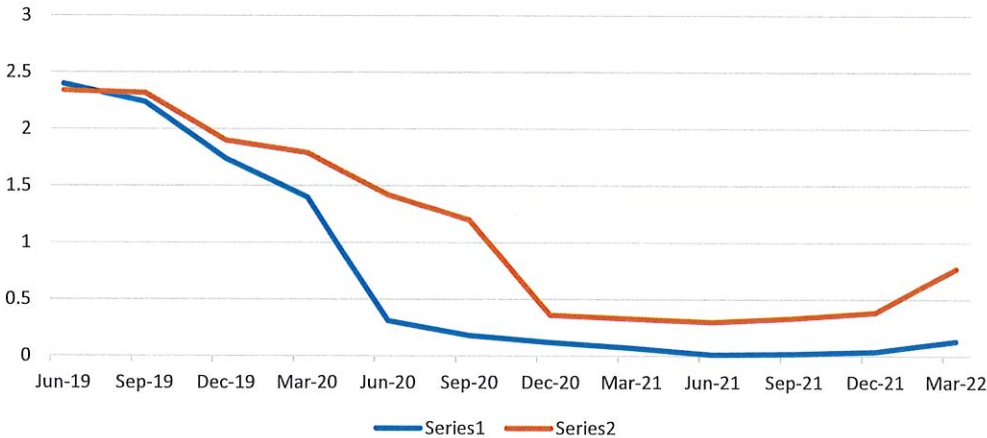
Portfolio Comparison



Total Portfolio



Total Portfolio Performance





Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Monthly Financial Report for the Month Ending April 30, 2022. (City Manager Jim Proce)

SUMMARY:

The City of Anna's financial policies require the publication of a financial report monthly. This report covers the financial performance for Fiscal Year 2022 through April 30, 2022. Enclosed in the report is an executive dashboard that provides a high level look at major funds along with detailed reporting of sales tax collections.

The financial condition of the City remains strong and the reported funds adhere to fund balance requirements.

FINANCIAL IMPACT:

Information only.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

1. FY2022 City Council Monthly Financial Report April

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 5/17/2022
Final Approval - 5/17/2022

CITY OF ANNA
GENERAL & UTILITY FUNDS DASHBOARD
Through April 30, 2022

Positive Positive variance compared to historical trends
Warning Negative variance of 3%-5% compared to historical trends
Negative Negative variance of >5% compared to historical trends

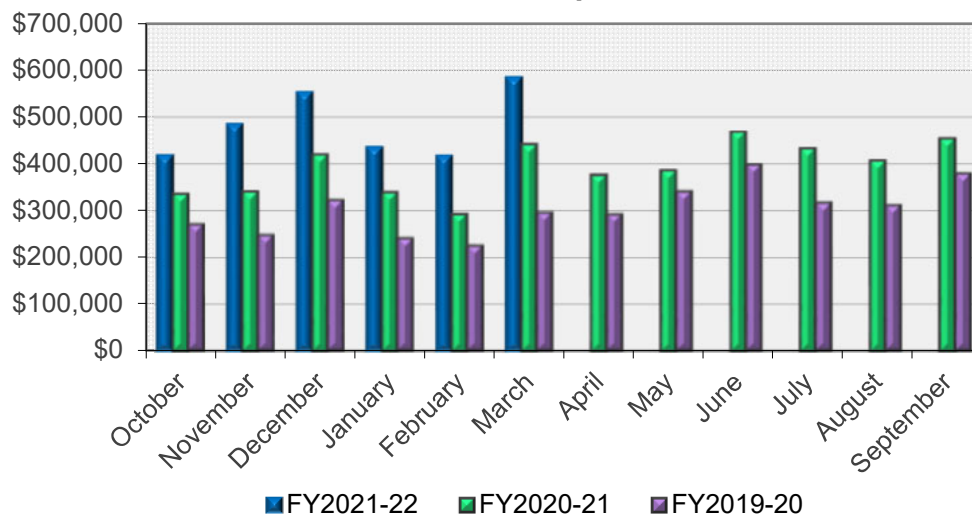
	FY2022 Budget	FY2022 YTD	%	Favorable / Unfavorable
REVENUES				
General Fund				
Property Taxes	\$ 8,015,000	\$ 7,964,486	99.4%	Property taxes are collected in December and January.
Sales Tax	2,896,370	1,804,886	62.3%	Remitted from the Comptroller with lag time of 30 - 60 days; amount is six months of collections
Franchise and Local Taxes	485,000	357,894	73.8%	Most franchise fees are remitted quarterly.
Charges for Services	111,600	70,900	63.5%	
Licenses, Permits & Fees	3,703,060	4,432,819	119.7%	
Investment Income	30,000	10,111	33.7%	Likely a timing issue; interest rates are increasing.
Other Revenues	16,300	17,259	105.9%	
Intergovernmental	48,395	47,640	98.4%	
Fines	90,000	122,509	136.1%	
Revenue Total	\$ 15,395,725	\$ 14,828,504	96.3%	With 58.3% of the year expired, revenues are at 96.3% of budget.
EXPENDITURES				
General Fund				
Expense Total	\$ 15,309,784	\$ 8,243,090	53.8%	With 58.3% of the year expired, expenses are 53.8% of budget.
Utility Fund				
REVENUES				
Water Sales	\$ 6,000,000	\$ 3,312,729	55.2%	Water revenues are higher in summer.
Sewer Charges	3,600,000	2,312,169	64.2%	
Sanitation Revenue	1,100,000	985,652	89.6%	
Other Charges for Services	745,000	411,697	55.3%	
Licenses, Permits & Fees	505,000	1,622,572	321.3%	
Investment Income	20,000	4,876	24.4%	Likely a timing issue; interest rates are increasing.
Other Revenues	188,700	137,538	72.9%	
Utility Fund Total	\$ 12,158,700	\$ 8,787,233	72.3%	With 58.3% of the year expired, revenues are 72.3% of budget.
EXPENDITURES				
Administration	\$ 1,219,038	\$ 850,465	69.8%	Electricity and legal expenses higher than expected; one-time payment for insurance.
Water	5,654,073	3,690,623	65.3%	Growing number of customers resulting in higher expenses.
Sewer	4,712,683	2,175,801	46.2%	
Sanitation	1,100,000	719,251	65.4%	Growing number of customers resulting in higher expenses.
Utility Billing	560,311	219,457	39.2%	
Utility Fund Total	\$ 13,246,105	\$ 7,655,597	57.8%	With 58.3% of the year expired, expenses are 57.8% of budget.

CITY OF ANNA
Schedule of Sales Tax Collections
For the month March 31, 2022

	2021-22 Collections Monthly	% Change from Prior Year	2020-21 Collections Monthly
October	\$ 417,343	24.4%	\$ 335,454
November	483,556	42.2%	340,156
December	552,138	31.7%	419,319
January	435,037	28.4%	338,879
February	416,044	42.3%	292,405
March	583,700	32.4%	441,021
April			375,823
May			385,457
June			467,686
July			432,097
August			406,214
September			453,292
	\$ 2,887,818		\$ 4,687,804

Budget: 4,526,370 63.8% 4,300,000

**Monthly Sales Tax Collections:
3 Year Comparison**

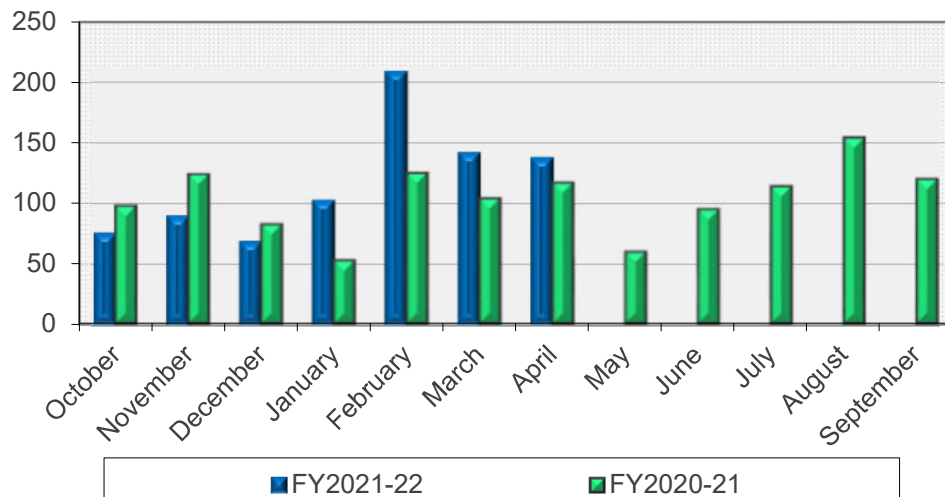


CITY OF ANNA
Building Permits Received
Thru the month April 30, 2022

	Fiscal Year 2021-22 Monthly	Fiscal Year 2020-21 Monthly
October	75	98
November	89	124
December	68	83
January	102	53
February	208	125
March	141	104
April	137	117
May		60
June		95
July		114
August		154
September		120
	820	1,247

	% Budget
FY2022 Budget:	1,100
	74.5%

**Monthly Building Permits Received:
2 Year Comparison**





Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Kimberly Winarski

AGENDA ITEM:

Approve a Resolution making revisions to the Investment Policy. (Management Analyst Kimberly Winarski)

SUMMARY:

It is recommended that the City Council approve a resolution making revisions to the City's Investment Policy.

The City of Anna, per the Investment Policy, is required to revisit, revise, and adopt the Investment Policy each year. This year, in an effort to maintain the certification of the policy through the Government Treasurers' Organization of Texas (GTOT) Investment Policy Certification program, the City has updated the Policy based on the feedback received from GTOT and updates of the Public Funds Investment Act.

After adoption, the updated Investment Policy will be submitted to GTOT to continue its certified status.

FINANCIAL IMPACT:

There is not financial impact associated with this item.

STRATEGIC CONNECTIONS:

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

GOAL 4: HIGH PERFORMING, PROFESSIONAL CITY

STAFF RECOMMENDATION:

Staff recommends adopting the resolution.

ATTACHMENTS:

1. City of Anna - Investment Policy - 5-24-2022 Clean
2. City of Anna - Investment Policy Markup - 5-24-2022
3. Resolution Amending Investment Policy 05_24_2022
4. Award letter- Anna 2021 and GTOT evaluation

APPROVALS:

Alan Guard, Finance Director
Jim Proce, City Manager

Created/Initiated - 5/16/2022
Final Approval - 5/17/2022

City of Anna, Texas

Investment Policy

THE CITY OF
Anna

May 24, 2022

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INVESTMENT POLICY

I. POLICY

The City will conform to all federal, state, and local statutes, rules, and regulations governing the investment policy of the City of Anna (the “City”). It is the City’s policy to administer and invest its funds in a manner that will preserve the principal, maintain liquidity, and optimize earnings while meeting the daily cash flow requirements of the City and the guidelines to be followed in achieving its objectives.

The City’s policy is to hold investments to maturity; however, securities may be sold in order to minimize the potential loss of principal and interest whose credit quality has declined; or to meet unanticipated liquidity needs of the City.

The policy and strategy shall be reviewed by the Investment Committee and City Council at least annually. Any modifications will be formally approved by the City Council. The investment policy, as approved, is in compliance with the provisions of the Public Funds Investment Act of the Texas Government Code Chapter 2256. The investment policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City’s funds.

II. SCOPE

This policy applies to all financial assets and investment activities of all current funds of the City of Anna, Texas and any new funds created in the future, unless specifically exempt or excluded hereafter, will be administered in accordance with the objectives and restrictions set forth in this Investment Policy. These funds are accounted for in the City’s Comprehensive Annual Financial Report and include: General Fund, Special Revenue Funds, Grant Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, Trust Funds, and the City’s component units.

This policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation programs, retirement programs, or defeased bonds held in trust escrow accounts.

Except for cash in certain restricted and special funds, the City of Anna will combine cash balances from all funds in a pooled fund group to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. In addition, all the bond fund proceeds (to include capital projects, debt service and reserve funds) will be managed by the governing debt ordinance and the provisions of the Internal Revenue Code of 1986 applicable to the issuance of tax-exempt obligations and the investment of debt proceeds.

III. INVESTMENT OBJECTIVE AND STRATEGY

The primary objectives of the City of Anna’s investment activities, listed in priority order, shall be as follows:

A. Preservation and Safety of Principal

Preservation and safety of principal is the foremost objective of the City. Each investment transaction shall seek first to ensure that capital losses are avoided, whether they are from issuer defaults, erosion of market value, or other risks. The objectives will be to mitigate credit and interest rate risk.

- i. Credit Risk and Concentration of Credit Risk – The City will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer, by:
 - Limiting investments to the types listed in safest types of investments,
 - Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business, and
 - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
- ii. Interest Rate Risk – The City will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:
 - Limiting investments to the safest types of investments,
 - Limiting maximum weighted average maturity of the investment portfolio to 365 days,
 - Structure the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity, and
 - Diversify maturities and staggering purchase dates to minimize the impact of market movements over time.

B. Liquidity

The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that can be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demand cannot be anticipated, a portion of the portfolio will be invested in money market funds that seek a stable \$1.00 NAV or local government investment pools that offer same-day liquidity for short-term needs.

C. Public Trust

All employees involved in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment Officers shall at all times be cognizant of the standard of care and investment objectives and shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

D. Yield

The investment portfolio of the City shall be designed to attain a market rate of return throughout budgetary and economic cycles taking into account risk constraints and liquidity needs. Return on investment, while important, is of less importance than safety and liquidity. The investment portfolio shall be designed with the objective of regularly exceeding the average rate of return on a six-month U.S. Treasury Bill.

Funds held for future capital projects will be invested in securities that can reasonably be expected to produce enough income to offset inflationary costs increases. However, such funds will never be unduly exposed to market price risks that will jeopardize that asset's availability to accomplish their stated goal or be invested in a matter inconsistent with applicable federal and state regulations. Yields on debt proceeds that are not exempt from federal arbitrage regulations are limited to the arbitrage yield of the debt obligation. Investment officials will seek to preserve principal and maximize the yield of these funds in the same manner as all other City funds. However, it is understood that if the yield achieved by the City is higher than the arbitrage yield, positive arbitrage income will be averaged over a five-year period and netted against any negative arbitrage income and the positive arbitrage amount shall be rebated to the federal government as required by current regulations.

E. Strategy

The City maintains pooled investments which are an aggregation of the majority of City funds including tax receipts, enterprise funds, fine and fee revenues, special revenues, grants, and non-bond capital project funds. This portfolio is maintained to meet anticipated daily cash needs for City operations and capital projects. The objectives of this portfolio are to ensure safety of principal; ensure adequate investment liquidity; limit market and credit risk through diversification; and attain a market rate of return in accordance with the objectives and restrictions set for in this Policy. All investments will be of high quality with no perceived default risk.

- i. Operating Funds – Operating Funds generally have greater cash flow needs than other types of funds and therefore require the greatest short-term liquidity of the Fund types. Investment strategies for operating funds and commingled pools containing funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing quality, short to medium term securities which will complement each other in a laddered structure. Of utmost importance is the preservation and safety of the investment principal.

- ii. Debt Service Funds – Investment strategies for Debt Service Funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date. Surplus funds outside the debt service dates will be invested according to the investment guidelines for operating funds.
- iii. Capital Project Funds and Special Purpose Funds – The investment objective of capital project funds is to schedule maturities to maximize investment earnings while preserving principal. Funds for capital projects or special purposes should allow for flexibility and unanticipated project outlays by having a portion of their investments in highly liquid securities. The key to an effective strategy is to be aware of project needs and match maturities to the period funds. The stated final maturity dates of securities held should not exceed the estimated project completion date.

IV. STANDARDS OF CARE

A. Prudence

The standard of prudence to be used by investment officers shall be the “prudent person” rule. This rule states that “Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived”. The determination of whether an investing officer has exercised prudence with respect to an investment decision shall be applied in the context of managing an overall portfolio rather than a consideration as to the prudence of a single transaction.

Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control unfavorable developments.

B. Ethics and Conflict of Interest

Each Investment Officer shall act as custodian of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. An Investment Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair his/her ability to make impartial investment decisions.

They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio and shall refrain from

undertaking personal investment transactions with any individual with whom business is conducted on behalf of the City of Anna. Additionally, an Investment Officer shall file with the Texas Ethics Commission and the City Council a statement disclosing any material interest they hold in financial institutions with which they conduct business with on behalf of the City or any relationship with an entity seeking to sell investments to the City or any relationship with the second degree by affinity or consanguinity to an individual seeking to sell investments to the City as determined under Chapter 573 of the Texas Government Code.

C. Delegation of Authority

- i. Investment Officers and Training - The Assistant City Manager, Finance Director, and Accounting Manager shall be the Investment Officers. The Investment Officers shall oversee and approve any deposit, withdrawal, investment, transfer, documentation, and otherwise manage City funds according to this Policy. No person may engage in an investment transaction or the management of funds except as provided under the terms of the Investment Policy, the Statement of Investment Strategy, and other operational procedures established by the Finance Director.

As stipulated in the PFIA Chapter 2256.008, in order to ensure qualified and capable investment management, within twelve (12) months after taking office or assuming duties, each Investment Officer shall attend training relating to his/her investment responsibilities and accumulate not less than ten (10) hours of instruction. On an ongoing basis, all Investment Officers shall receive not less than eight (8) hours of instruction in each subsequent two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. Training will be conducted by an independent source approved by the Investment Committee and must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act.

- ii. Investment Committee - The Committee shall monitor the investment activities; assist in the development of investment policies, strategies and procedures; and annually review and approve the City's broker/dealers and independent training sources.

D. Internal Control

The Finance Director will establish and maintain a system of internal controls to ensure that the assets are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgement by management.

Accordingly, the Finance Director shall establish a process for an independent review by an external officer to assure compliance with policies and procedures. This annual compliance is required by the “Public Funds Investment Act” (PFIA) [Section 2256.005m]. Controls deemed most important include, but are not limited to:

- Control of collusion
- Separation of duties
- Separating transaction authority from accounting and record-keeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority
- Documentation of transactions
- Dual authorization of fed wire transfers
- Compliance with investment policies
- Accurate and timely investment reports
- Documentation of investment bidding

V. AUTHORIZED INVESTMENTS AND PARAMETERS

A. Authorized Investments

Funds of the City may be invested in the following instruments described below consistent with Chapter 2256 of the State of Texas Government Code, known as the “Public Funds Investment Act” (PFIA) and as authorized by this policy. Investments not specifically listed below will not be permitted by policy.

1. Obligations of the United States government or its agencies and instrumentalities, including the Federal Home Loan Banks.
2. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
3. Direct obligations of this State or its agencies and instrumentalities.
4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by at least one nationally recognized rating firm not less than A or its equivalent.
5. Certificates of Deposit, and other forms of deposit, issued in compliance with the PFIA, and insured by the FDIC, or when applicable, collateralized in accordance with this Policy and the Public Funds Collateral Act that are issued by a depository institution that has its main office or a branch office in the state of Texas.
6. Repurchase agreements, with the execution of a Master Repurchase Agreement, placed and secured in compliance with the PFIA and, collateralized

- with a minimum market value of 102% of the dollar value of the transaction plus accumulated accrued interest.
7. SEC-registered, AAAm, or its equivalent, (as rated by Fitch, Moody's or Standard & Poor's), no-load money market mutual funds. The investment objective of the fund must be to maintain a stable dollar net asset value of \$1.0000. The City may not invest funds under its control in an amount that exceeds 10% of total assets of any individual money market mutual fund. A fund prospectus shall be reviewed for compliance with this Policy prior to depositing monies.
 8. Interest bearing checking accounts that are fully collateralized at 102% of the ledger balance less the amount insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund or their respective successors.
 9. Local government investment pools which meet the requirements of Chapter 2256.016 of the Public Funds Investment Act, are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, seek to maintain a \$1.00 net asset value, and are authorized by resolution or ordinance by the City Council.

B. Prohibited Investments

The Investment Officers shall not knowingly permit City funds to be invested with any of the following investment instruments that are strictly prohibited:

1. Options trading or futures contracts
2. Hedging or purchasing any security that is not authorized by Texas State law
3. Any investment in asset backed or mortgage-backed securities
4. Any other restricted instruments or limitations that involve outright speculation.

C. Investments with Required Ratings

If an investment is downgraded below minimum required ratings, the city will take all prudent measures to liquidate the investment.

D. Diversification

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. When appropriate and applicable, diversification by investment type shall be maintained by ensuring an active and efficient secondary market in portfolio investments, and by controlling the market and opportunity risks associated with specific investment types. Undue concentrations of assets in a specific maturity sector shall be avoided. Bond proceeds may be invested to comply with Federal arbitrage restrictions or to facilitate arbitrage record-keeping and calculation.

In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities and potential call dates shall be staggered in a way that protects interest income from volatility of interest rates and avoids undue concentration of securities from a specific maturity or callable sector. Securities shall be selected which provide for stability of income and reasonable liquidity.
2. Continuously investing a portion of the portfolio in readily available funds such as government investment pools, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

The Investment Officers shall conduct a quarterly review of these diversification guidelines and shall evaluate the probability of market and default risk in various instrument sectors as part of its consideration.

E. Maximum Maturity

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities more than three (3) years from the date of purchase. The composite portfolio will have a weighted average maturity of 365 days or less. This dollar weighted average maturity will be calculated using the stated maturity date(s) of each security.

F. Exemption for Existing Investments

Any investment currently held that does not meet the guidelines of this policy, but was authorized at the time of purchase, shall be exempted from the requirements of this policy and investment officers shall not be required to liquidate the investment. At Maturity or liquidation, such monies shall be reinvested only as provided by this policy.

VI. SELECTION OF BANKS AND DEALERS

A. Depository

At least once every five years, a qualified depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal and be consistent with state law. In selecting depositories, the service cost, hours of operation, yield on deposits, credit worthiness, location of depository, ability to meet service requirements and banking relationship of the institutions shall be considered.

All depository balances shall be insured or collateralized in compliance with applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Depositories will be required to sign a Depository Agreement with the

City. The Agreement shall address any concerns in relation to acceptable collateral, levels of collateral, substitution and addition of collateral, and reporting and monitoring of collateral. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The Agreement must be in writing,
- The Agreement must be executed by the Depository and the City contemporaneously with the acquisition of the asset,
- The Agreement must be approved by the Board of Directors or Designated Committee of the Depository and a copy of the meeting minutes must be delivered to the City, and
- The Agreement must be part of the Depository's "official record" continuously since its execution.

B. Authorized Brokers/Dealers

Brokers and dealers are approved by the Investment Committee. At least once annually, the Committee will review, revise, and adopt a list of qualified banks, brokers, and dealers that are authorized to engage in investment transactions with the City.

Evaluation of security dealers and financial institutions are based upon (1) Financial conditions, strength, and capability to fulfill commitments; (2) overall reputation with other dealers or investors (3) regulatory status of the dealer; and (4) background and expertise of the individual representatives. All brokers and dealers must be on the approved list in order to transact business with the City.

All local government investment pools and discretionary investment management firms must sign a certification acknowledging that the organization has received and reviewed the City's Investment Policy, and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's Policy.

C. Competitive Bid

It is the policy of the City to require competitive bidding for all individual security purchases except for money market mutual funds and local government investment pools, which are deemed to be made at prevailing market rates. All other securities will be competitively bid with at least three competitive offers or bids.

D. Delivery vs. Payment

All investment transactions, except local government investment pools and mutual funds, must be settled on a delivery versus payment basis. That is, funds shall not

be released or paid until verification has been made that the collateral or security was received by the Trustee or custodian.

VII. CUSTODIAL CREDIT RISK MANAGEMENT

A. Safekeeping and Custody

Safekeeping and custody of securities and collateral shall be in accordance with state law. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure financial institution deposits.

Securities owned by the City shall be held in the City's account as evidenced by safekeeping receipts of the institution holding the securities. Safekeeping institutions shall be independent from the parties involved in the investment transaction.

Collateral will be held by a third-party custodian designated by the City, the Federal Reserve Bank, branch of the Federal Reserve Bank, or a Federal Home Loan Bank and pledged to the City as evidenced by pledge receipts of the institution with which the collateral is deposited. The original copy of the safekeeping receipt shall be delivered to the City.

B. Collateralization

All time and demand deposits and repurchase (and reverse) agreements shall be secured by pledged collateral with a market value equal to or not less than 102% of the deposits plus accrued interest less an amount insured by the FDIC and evidenced by original safekeeping receipts. Evidence of the pledged collateral shall be maintained by the Finance Director or designee and held by an independent party with whom the City has a current custodial agreement with.

Any substitutions of collateral must meet the requirements of the Public Funds Collateral Act, Public Funds Investment Act and this investment policy. Substitution of collateral must be approved by at least one Investment Officer of the City. Written notice must be provided to the bank or safekeeping agent prior to any security release.

Collateral shall be reviewed on a monthly basis to ensure the market value of the securities pledged equals or exceeds the related time and deposit accounts or repurchase (and reverse) agreements.

The City of Anna shall accept only the following securities as collateral:

- FDIC Insurance coverage
- Direct obligations of the United States or other obligations of the United States, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States

- Direct debt obligations of an agency or instrumentality of the United States
- Direct debt of states, agencies, counties, cities, and other political subdivisions of any state rate as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- Letter of credit issued to the City by the Federal Home Loan Bank
- Other securities specifically authorized by the Investment Committee and this Investment Policy

The City expressly prohibits the acceptance of Interest-only (IO) and Principal-only (PO) Collateralized Mortgage Obligations (CMOs) as collateral for bank deposits or repurchase agreements. The City's Investment Officers reserve the right to accept or reject any form of collateral or enhancement at their sole discretion.

VIII. REPORTING

The Investment Officers shall prepare an investment report at least quarterly in compliance with the PFIA. This report will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to this Policy. The report will be provided to the City Council. In conjunction with the annual audit, the external auditor will perform a formal review of the quarterly reports with the results reported to the City Council.

Market value of all securities in the portfolio will be calculated on a quarterly basis and disclosed to the governing body quarterly in the investment report. Pricing information will come from Bloomberg, Intercontinental Exchange, Inc. (ICE), International Data Corporation (IDC), or any other reputable and independent source deemed reliable by the Director of Finance.

IX. INVESTMENT POLICY AND ADOPTION

The investment policy and investment strategies shall be adopted by Resolution of the City Council. The Resolution so adopted shall record any changes made to either the policy or the strategies. The City Council shall review the investment policy not less than annually. The investment policy strategies shall be reviewed at least annually by the Investment Committee.

X. FINANCIAL GLOSSARY

Accretion of Discount: An accounting method for realizing the additional income earned through the purchase of a discounted, or zero-coupon security where the difference between the discounted purchase price and the par value is credited to an income account, gradually increasing the book value until it reaches par at maturity. *Also see amortization.*

Accrued Interest: The interest accumulated on a security from its issue date or since the last payment of interest up to but not including the purchase date. The purchaser of the security pays to the seller the market price plus accrued interest.

Agency: A category of investments that include Government Sponsored Enterprises (GSEs) of Fannie Mae, Freddie Mac, the Federal Home Loan Bank (FHLB), and the Federal Farm Credit Bank (FFCB). Federal agencies are generally considered to be government securities, and all carry the highest possible senior debt rating from both Moody's and S&P.

Amortization of Premium: Period straight-line decreases in the book or carrying value of a security so that the premium paid for a bond above its face value or call prices is completely eliminated.

Ask or Asking Price: The price at which securities are offered by the broker/dealer; the price at which a governmental entity buys a security; also referred to as an "offer" or "offering price".

Asset-Backed Security (ABS): A broad term used to describe a security created by pooling certain loans together, whereby principal and interest payments made on the loans are used to pay the security holders.

Basis Points: The unit of measurement for yield equal to $1/100^{\text{th}}$ of 1 percent; e.g., $\frac{1}{4}$ of 1 percent is equal to 25 basis points.

Benchmark: A comparative base for performance evaluation. A good benchmark should be verifiable, easy to understand and appropriate to the portfolio to which it is being compared. Typical benchmarks used in the public sector include the three-month, six-month, and one-year T-bill averages over a similar measurement timeframe.

Bid: The price offered for securities by purchasers. (When selling securities, one asks for a bid.)

Bond: A very broad term used to describe a debt obligation. A bond may have a fixed or floating coupon rate; may be issued by the U.S. Treasury or an agency or a corporation; and may be callable or non-callable.

Book Entry Securities: Stocks, bonds, other securities, and some certificates of deposit that are purchased, sold, and held as electronic computer entries on the records of a central holder. These securities are not available for purchase in physical form; buyers get a receipt or confirmation as evidence of ownership.

Book Value: The original cost of the security as adjusted for amortization for any premium paid or accretion of discount since the date of purchase.

Broker: A party who brings buyers and sellers together. Brokers do not take ownership of the property being traded. They are compensated by commissions. They are not the same as dealers; however, the same firms that act as brokers in some transactions may act as dealers in other transactions.

“Bullet”: Slang term for a type of bond that repays the entire principal amount on the maturity date.

“Buy-and-Hold”: A common investment strategy for conservative investors with specific cash flow objectives or cyclical cash flow patterns, whereby securities are purchased with no intention to sell prior to maturity.

Callable Bond: A bond that the issuer has the right to redeem prior to maturity at a specified price. Some callable bonds may be redeemed on one call date while others have multiple call dates.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate.

Capital Gain: The profitable result of the sale of a security or asset, whereby the principal exceeds the book value of a security.

Capital Loss: The resulting loss when the principal amount on the sale of a security or asset is less than the book value of a security.

Collateral: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Collateralized Mortgage Obligation (CMO): A type of mortgage-backed security created by dividing the rights to receive the principal and interest cash flows from an underlying pool of mortgages in separate classes or tiers.

Commercial Paper: Short-term unsecured promissory notes issued by corporations for a maturity specified by the buyer. It is used primarily by corporations for short-term financing needs at a rate which is generally lower than the prime rate.

Confirmation: The document used to state in writing the terms of the trade which had previously been agreed to verbally.

Coupon Rate: The stated annual rate of interest payable on a coupon bond expressed as a percentage of the bond's face value.

Constant Dollar Fund or Pool: A type of money market fund or investment pool whose stated objective is to offer safety of principal and liquidity by maintaining a \$1 dollar share value for all its participants, meaning that the dollar value of the original deposit is expected to be maintained through conservative management practices; also referred to as a “dollar in/dollar out” fund or pool.

Credit Risk: The risk that (1) the issuer is downgraded to a lower quality category and/or (2) the issue fails to make timely payments of principal and interest.

Cusip Number: A nine-digit number established by the Committee on Uniform Securities Identification Procedures that is used to identify publicly traded securities.

Each publicly traded security receives a unique CUSIP number when the security is issued.

Custody: The service of an organization, usually a financial institution, of holding (and reporting) a customer's securities for safekeeping. The financial institution is known as the custodian.

Dealer: A firm which buys and sells for its own account. Dealers have ownership, even if only for an instant, between a purchase from one party and a sale to another party. They are compensated by the spread between the price they pay and the price they receive. Dealers are not the same as brokers; however, the same firms which act as dealers in some transactions may act as brokers in other transactions.

Delivery Versus Payment (DVP): DVP requires that the delivery is made at the same time payment for those securities is received in the account.

Depository Trust Company (DTC): An organization that holds physical certificates for stocks and bonds and issues receipts to owners. Securities held by DTC are immobilized so that they can be traded on a book entry basis.

Discount: The amount by which the price paid for a security is less than its face value.

Discount Securities: Securities that do not pay periodic interest. Investors earn the difference between the discount issue price and the full-face value paid at maturity.

Diversification: Dividing the investment funds among a variety of securities offering independent returns, to reduce risk inherent in particular securities.

Duration: A sophisticated measure of the weighted average maturity of a bond's cash flow stream, where the present values of cash flows serve as the weights.

Face Value: The principal amount due and payable to a bondholder at maturity; par value. Also, the amount on which coupon interest is computed.

Fair Value: The amount at which a financial instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits.

Federal Farm Credit Banks (FFCB): A government-sponsored corporation what was created in 1916 and is a nationwide system of banks and associations providing mortgage loans, credit, and related services to farmers, rural homeowners, and agricultural and rural cooperatives. The banks and associations are cooperatively owned, directly or indirectly, by their respective borrowers. The Federal Farm Credit System is supervised by the Farm Credit Administration, an independent agency of the U.S. government. (See Government Sponsored Enterprises)

Federal Funds Rate: The rate of interest at which banks with excess reserves charge banks lacking reserves for overnight loans to meet reserve requirements. This key overnight rate determines, in large part, the rate at which overnight repurchase agreements will trade. When the Federal Reserve “raises rates”, the target fed funds rate is increased and other short-term security yields follow. Since pools and money market funds invest heavily in short-term securities, their rates often approximate the fed funds rate at any given point in time.

Federal Home Loan Banks (FHLB): Government-sponsored wholesale banks (currently twelve regional banks) which lend funds and provide correspondent banking services to member commercial bank, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank. (See Government Sponsored Enterprises)

Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac): A government-sponsored corporation that was created in July 1970, by the enactment of Title III of the Emergency Home Finance Act of 1970. Freddie Mac was established to help maintain the availability of mortgage credit for residential housing, primarily through developing and maintaining an active, nationwide secondary market in conventional residential mortgages. (See Government Sponsored Enterprises)

Federal National Mortgage Association (FNMA or Fannie Mae): FNMA, like GNMA was chartered under the Federal National Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae is a private stockholder-owned corporation. FNMA securities are highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest. (See Government Sponsored Enterprises)

Federal Open Market Committee (FOMC): A group of Federal Reserve Officials that meet eight times per year to set U.S. monetary policy (raise and lower interest rates). The Committee must balance its two primary and often conflicting objectives of achieving stable economic growth and keeping inflation at acceptable levels.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., twelve regional banks and about 5,700 commercial banks that are members of the system.

Government-Sponsored Enterprises (GSE's): Payment of principal and interest on securities issues by these corporations is not guaranteed explicitly by the U.S. government; however, must investors consider these securities to carry an implicit U.S. government guarantee. The debt is fully guaranteed by the issuing corporations. GSE's include: Farm Credit System, Federal Home Loan Bank System, Federal Home

Loan Mortgage System, Federal Home Loan Mortgage Corporation, and Federal National Mortgage Association.

Interest Rate Risk: The risk that the general level of interest rates will change, causing unexpected price appreciations or depreciations.

Ladder: A common investment strategy whereby securities are purchased to mature at regular intervals so that cash is always available to meet known obligations or be reinvested back into the market at prevailing rates.

Liquidity: An entity's capacity to meet future monetary outflows (whether they are required or optional) from available resources. Liquidity is often obtained from reductions of cash or by converting assets into cash.

Liquidity Risk: The risk that an investment will be difficult to sell at a fair market price in a timely fashion.

Market Risk: The risk that the value of a security will rise or decline as a result of changes in market conditions. It is that part of a security's risk that is common to all securities of the same general class (stocks and bonds) and thus cannot be eliminated by diversification; also known as systematic risk.

Market Value: the price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: A written contract covering all future transactions between the parties to repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer to liquidate the underlying securities in the event of default by the seller.

Maturity Date: The date on which the principal or face value of an investment becomes due and payable.

Mortgage-Backed Securities: Securities composed of, or collateralized by, loans that are themselves collateralized by liens on real property.

Offer: The price asked by a seller of a security. (When purchasing securities, one asks for an offer).

PAR: See Face Value

Pooled Fund Group: An internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested.

Premium: The amount by which the price paid for a security exceeds its face value.

Primary Dealer: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include

Securities and Exchange Commission (SEC), registered securities broker-dealers, banks, and few unregulated firms.

Principal: The face or par value of an instrument, exclusive of accrued interest.

Prudent Person Rule: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

Rate of Return: The amount of income received from an investment, expressed as a percentage. A market rate of return is yield that an investor can expect to receive in the current interest-rate environment utilizing a buy-and-hold to maturity investment strategy.

Reinvestment Rate: The interest rate earned on the reinvestment of coupon payments.

Reinvestment Rate Risk: The risk that the actual reinvestment rate falls short of the expected or assumed reinvestment rate.

Repurchase Agreement (RP or REPO): A type of agreement in which an investor exchanges cash for securities with a primary dealer or bank and earns a fixed rate of interest for a specific period. At the end of the period, securities are returned for principal along with accrued interest. Dealers and banks use repo proceeds to finance their inventory positions.

Safekeeping: A procedure where securities are held by a third party acting as custodian for a fee.

Secondary Market: A market made for the purchase and sale of outstanding issues following initial distribution.

Securities and Exchange Commission (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Settlement Date: The purchase (or sale) date of a security on which the money actually changes hand.

Spread: Most commonly used when referring to the difference between the bid and asked prices in a quote. Additionally, it may also refer to additional basis points that a non-Treasury security earns over and above a Treasury with a comparable maturity date.

Treasury Bills: A non-interest-bearing discount security issued by the U.S. Treasury, generally having initial maturities of 3 months, 6 months, or 1 year.

Treasury Bonds: Long-term, coupon bearing U.S. Treasury securities having initial maturities of more than 10 years.

Treasury Notes: Intermediate-term, coupon bearing U.S. Treasury securities having initial maturities of 2-10 years.

Unrealized Gain or Loss: The amount of profit (or loss) that would be reflected on the sale of a security if that security were sold. The unrealized gain or loss is calculated by taking the difference between book value and market value of the security at any given point in time.

Weighted Average Maturity (WAM): This common term, usually expressed in number of days, represents a dollar-weighted average of the remaining term to maturity of all assets in a pool or securities portfolio. A longer WAM generally indicates higher market risk.

Yield: The return, expressed as a percentage, that a security will earn as a result of both the coupon rate and any discount earned or premium paid. A yield will exceed the coupon if purchased at a discount (and vice-versa).

Yield Curve: The relationship between yields and maturity dates for a set of similar bonds, usually Treasuries, at a given point in time. A yield curve is a standard measure of risk and return and answers the question “How much additional yield will I earn if I extend my maturity and assume additional market risk?”.

Yield-to-Maturity: The expected rate of return of a bond if it is held to its maturity date; calculated by taking into account the current market price, stated redemption value, coupon payments and time to maturity and assuming all coupons are reinvested at the same rate; equivalent to the internal rate of return (IRR).

City of Anna, Texas
Investment Policy

THE CITY OF
Anna

~~December 8~~May 24, 20220

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INVESTMENT POLICY

I. POLICY

The City will conform to all federal, state, and local statutes, rules, and regulations governing the investment policy of the City of Anna (the “City”). It is the City’s policy to administer and invest its funds in a manner that will preserve the principal, maintain liquidity, and optimize earnings while meeting the daily cash flow requirements of the of the City and the guidelines to be followed in achieving its objectives.

The City’s policy is to hold investments to maturity; however, securities may be sold in order to minimize the potential loss of principal and interest whose credit quality has declined; or to meet unanticipated liquidity needs of the City.

The policy and strategy shall be reviewed by the Investment Committee and City Council at least annually. Any modifications will be formally approved by the City Council. The investment policy, as approved, is in compliance with the provisions of the Public Funds Investment Act of the Texas Government Code Chapter 2256. The investment policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City’s funds.

II. SCOPE

This policy applies to all financial assets and investment activities of all current funds of the City of Anna, Texas and any new funds created in the future, unless specifically exempt or excluded hereafter, will be administered in accordance with the objectives and restrictions set forth in this Investment Policy. These funds are accounted for in the City’s Comprehensive Annual Financial Report and include: General Fund, Special Revenue Funds, Grant Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, Trust Funds, and the City’s component units.

This policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation programs, retirement programs, or defeased bonds held in trust escrow accounts.

Except for cash in certain restricted and special funds, the City of Anna will combine cash balances from all funds in a pooled fund group to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. In addition, all the bond fund proceeds (to include capital projects, debt service and reserve funds) will be managed by the governing debt ordinance and the provisions of the Internal Revenue Code of 1986 applicable to the issuance of tax-exempt obligations and the investment of debt proceeds.

III. INVESTMENT OBJECTIVE AND STRATEGY

The primary objectives of the City of Anna’s investment activities, listed in priority order, shall be as follows:

A. Preservation and Safety of Principal

Preservation and safety of principal is the foremost objective of the City. Each investment transaction shall seek first to ensure that capital losses are avoided, whether they are from issuer defaults, erosion of market value, or other risks. The objectives will be to mitigate credit and interest rate risk.

- i. Credit Risk and Concentration of Credit Risk – The City will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer, by:
 - Limiting investments to the types listed in safest types of investments,
 - Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business, and
 - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
- ii. Interest Rate Risk – The City will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:
 - Limiting investments to the safest types of investments,
 - Limiting maximum weighted average maturity of the investment portfolio to 365 days,
 - Structure the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity, and
 - Diversify maturities and staggering purchase dates to minimize the impact of market movements over time.

B. Liquidity

The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that can be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demand cannot be anticipated, a portion of the portfolio will be invested in money market funds that seek a stable \$1.00 NAV or local government investment pools that offer same-day liquidity for short-term needs.

C. Public Trust

All employees involved in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment Officers shall at all times be cognizant of the standard of care and investment objectives and shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

D. Yield

The investment portfolio of the City shall be designed to attain a market rate of return throughout budgetary and economic cycles taking into account risk constraints and liquidity needs. Return on investment, while important, is of less importance than safety and liquidity. The investment portfolio shall be designed with the objective of regularly exceeding the average rate of return on a six-month U.S. Treasury Bill.

Funds held for future capital projects will be invested in securities that can reasonably be expected to produce enough income to offset inflationary costs increases. However, such funds will never be unduly exposed to market price risks that will jeopardize that asset's availability to accomplish their stated goal or be invested in a manner inconsistent with applicable federal and state regulations. Yields on debt proceeds that are not exempt from federal arbitrage regulations are limited to the arbitrage yield of the debt obligation. Investment officials will seek to preserve principal and maximize the yield of these funds in the same manner as all other City funds. However, it is understood that if the yield achieved by the City is higher than the arbitrage yield, positive arbitrage income will be averaged over a five-year period and netted against any negative arbitrage income and the positive arbitrage amount shall be rebated to the federal government as required by current regulations.

E. Strategy

The City maintains pooled investments which are an aggregation of the majority of City funds including tax receipts, enterprise funds, fine and fee revenues, special revenues, grants, and non-bond capital project funds. This portfolio is maintained to meet anticipated daily cash needs for City operations and capital projects. The objectives of this portfolio are to ensure safety of principal; ensure adequate investment liquidity; limit market and credit risk through diversification; and attain a market rate of return in accordance with the objectives and restrictions set for in this Policy. All investments will be of high quality with no perceived default risk.

- i. Operating Funds – Operating Funds generally have greater cash flow needs than other types of funds and therefore require the greatest short-term liquidity of the Fund types. Investment strategies for operating funds and commingled pools containing funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing quality, short to medium term securities which will complement each other in a ladder structure. Of utmost importance is the preservation and safety of the investment principal.

- ii. Debt Service Funds – Investment strategies for Debt Service Funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date. Surplus funds outside the debt service dates will be invested according to the investment guidelines for operating funds.
- iii. Capital Project Funds and Special Purpose Funds – The investment objective of capital project funds is to schedule maturities to maximize investment earnings while preserving principal. Funds for capital projects or special purposes should allow for flexibility and unanticipated project outlays by having a portion of their investments in highly liquid securities. The key to an effective strategy is to be aware of project needs and match maturities to the period funds. The stated final maturity dates of securities held should not exceed the estimated project completion date.

IV. STANDARDS OF CARE

A. Prudence

The standard of prudence to be used by investment officers shall be the “prudent person” rule. This rule states that “Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived”. The determination of whether an investing officer has exercised prudence with respect to an investment decision shall be applied in the context of managing an overall portfolio rather than a consideration as to the prudence of a single transaction.

Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control unfavorable developments.

B. Ethics and Conflict of Interest

Each Investment Officer shall act as custodian of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. An Investment Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair his/her ability to make impartial investment decisions.

They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio and shall refrain from

undertaking personal investment transactions with any individual with whom business is conducted on behalf of the City of Anna. Additionally, an Investment Officer shall file with the Texas Ethics Commission and the City Council a statement disclosing any material interest they hold in financial institutions with which they conduct business with on behalf of the City or any relationship with an entity seeking to sell investments to the City or any relationship with the second degree by affinity or consanguinity to an individual seeking to sell investments to the City as determined under Chapter 573 of the Texas Government Code.

C. Delegation of Authority

- i. Investment Officers and Training - The Assistant City Manager, Finance Director, and Accounting Manager shall be the Investment Officers. The Investment Officers shall oversee and approve any deposit, withdrawal, investment, transfer, documentation, and otherwise manage City funds according to this Policy. No person may engage in an investment transaction or the management of funds except as provided under the terms of the Investment Policy, the Statement of Investment Strategy, and other operational procedures established by the Finance Director.

As stipulated in the PFIA Chapter 2256.008, in order to ensure qualified and capable investment management, within twelve (12) months after taking office or assuming duties, each Investment Officer shall attend training relating to his/her investment responsibilities and accumulate not less than ten (10) hours of instruction. On an ongoing basis, all Investment Officers shall receive not less than eight (8) hours of instruction in each subsequent two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. Training will be conducted by an independent source approved by the Investment Committee and must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act.

- ii. Investment Committee - The Committee shall monitor the investment activities; assist in the development of investment policies, strategies and procedures; and annually review and approve the City's broker/dealers and independent training sources.

D. Internal Control

The Finance Director will establish and maintain a system of internal controls to ensure that the assets are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgement by management.

Accordingly, the Finance Director shall establish a process for an independent review by an external officer to assure compliance with policies and procedures. This annual compliance is required by the "Public Funds Investment Act" (PFIA) [Section 2256.005m]. Controls deemed most important include, but are not limited to:

- Control of collusion
- Separation of duties
- Separating transaction authority from accounting and record-keeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority
- Documentation of transactions
- Dual authorization of fed wire transfers
- Compliance with investment policies
- Accurate and timely investment reports
- Documentation of investment bidding

V. AUTHORIZED INVESTMENTS AND PARAMETERS

A. Authorized Investments

Funds of the City may be invested in the following instruments described below consistent with Chapter 2256 of the State of Texas Government Code, known as the "Public Funds Investment Act" (PFIA) and as authorized by this policy. Investments not specifically listed below will not be permitted by policy.

1. Obligations of the United States government or its agencies and instrumentalities, including the Federal Home Loan Banks.
2. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
3. Direct obligations of this State or its agencies and instrumentalities.
4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by at least one nationally recognized rating firm not less than A or its equivalent.
5. Certificates of Deposit, and other forms of deposit, issued in compliance with the PFIA, and insured by the FDIC, or when applicable, collateralized in accordance with this Policy and the Public Funds Collateral Act that are issued by a depository institution that has its main office or a branch office in the state of Texas.
6. Repurchase agreements, with the execution of a Master Repurchase Agreement, placed and secured in compliance with the PFIA and, collateralized

with a minimum market value of 102% of the dollar value of the transaction plus accumulated accrued interest.

7. SEC-registered, AAAM, or its equivalent, (as rated by Fitch, Moody's or Standard & Poor's), no-load money market mutual funds. The investment objective of the fund must be to maintain a stable dollar net asset value of \$1.0000. The City may not invest funds under its control in an amount that exceeds 10% of total assets of any individual money market mutual fund. A fund prospectus shall be reviewed for compliance with this Policy prior to depositing monies.
8. Interest bearing checking accounts that are fully collateralized at 102% of the ledger balance less the amount insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund or their respective successors.

8.9. Local government investment pools which meet the requirements of Chapter 2256.016 of the Public Funds Investment Act, are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, seek to maintain a \$1.00 net asset value, and are authorized by resolution or ordinance by the City Council.

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B. Prohibited Investments

The Investment Officers shall not knowingly permit City funds to be invested with any of the following investment instruments that are strictly prohibited:

1. Options trading or futures contracts
2. Hedging or purchasing any security that is not authorized by Texas State law
3. Any investment in asset backed or mortgage-backed securities
4. Any other restricted instruments or limitations that involve outright speculation.

C. Investments with Required Ratings

If an investment is downgraded below minimum required ratings, the city will take all prudent measures to liquidate the investment.

D. Diversification

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. When appropriate and applicable, diversification by investment type shall be maintained by ensuring an active and efficient secondary market in portfolio investments, and by controlling the market and opportunity risks associated with specific investment types. Undue concentrations of assets in a specific maturity sector shall be avoided. Bond proceeds may be invested to comply with Federal arbitrage restrictions or to facilitate arbitrage record-keeping and calculation.

In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities and potential call dates shall be staggered in a way that protects interest income from volatility of interest rates and avoids undue concentration of securities from a specific maturity or callable sector. Securities shall be selected which provide for stability of income and reasonable liquidity.
2. Continuously investing a portion of the portfolio in readily available funds such as government investment pools, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

The Investment Officers shall conduct a quarterly review of these diversification guidelines and shall evaluate the probability of market and default risk in various instrument sectors as part of its consideration.

E. Maximum Maturity

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities more than three (3) years from the date of purchase. The composite portfolio will have a weighted average maturity of 365 days or less. This dollar weighted average maturity will be calculated using the stated maturity date(s) of each security.

F. Exemption for Existing Investments

Any investment currently held that does not meet the guidelines of this policy, but was authorized at the time of purchase, shall be exempted from the requirements of this policy and investment officers shall not be required to liquidate the investment. At Maturity or liquidation, such monies shall be reinvested only as provided by this policy.

VI. SELECTION OF BANKS AND DEALERS

A. Depository

At least once every five years, a qualified depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal and be consistent with state law. In selecting depositories, the service cost, hours of operation, yield on deposits, credit worthiness, location of depository, ability to meet service requirements and banking relationship of the institutions shall be considered.

All depository balances shall be insured or collateralized in compliance with applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Depositories will be required to sign a Depository Agreement with the

City. The Agreement shall address any concerns in relation to acceptable collateral, levels of collateral, substitution and addition of collateral, and reporting and monitoring of collateral. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The Agreement must be in writing,
- The Agreement must be executed by the Depository and the City contemporaneously with the acquisition of the asset,
- The Agreement must be approved by the Board of Directors or Designated Committee of the Depository and a copy of the meeting minutes must be delivered to the City, and
- The Agreement must be part of the Depository's "official record" continuously since its execution.

B. Authorized Brokers/Dealers

Brokers and dealers are approved by the Investment Committee. At least once annually, the Committee will review, revise, and adopt a list of qualified banks, brokers, and dealers that are authorized to engage in investment transactions with the City.

Evaluation of security dealers and financial institutions are based upon (1) Financial conditions, strength, and capability to fulfill commitments; (2) overall reputation with other dealers or investors (3) regulatory status of the dealer; and (4) background and expertise of the individual representatives. All brokers and dealers must be on the approved list in order to transact business with the City.

All local government investment pools and discretionary investment management firms must sign a certification acknowledging that the organization has received and reviewed the City's Investment Policy, and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's Policy.

C. Competitive Bid

It is the policy of the City to require competitive bidding for all individual security purchases except for money market mutual funds and local government investment pools, which are deemed to be made at prevailing market rates. All other securities will be competitively bid with at least three competitive offers or bids.

D. Delivery vs. Payment

All investment transactions, except local government investment pools and mutual funds, must be settled on a delivery versus payment basis. That is, funds shall not

be released or paid until verification has been made that the collateral or security was received by the Trustee or custodian.

VII. CUSTODIAL CREDIT RISK MANAGEMENT

A. Safekeeping and Custody

Safekeeping and custody of securities and collateral shall be in accordance with state law. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure financial institution deposits.

Securities owned by the City shall be held in the City's account as evidenced by safekeeping receipts of the institution holding the securities. Safekeeping institutions shall be independent from the parties involved in the investment transaction.

Collateral will be held by a third-party custodian designated by the City, the Federal Reserve Bank, branch of the Federal Reserve Bank, or a Federal Home Loan Bank and pledged to the City as evidenced by pledge receipts of the institution with which the collateral is deposited. The original copy of the safekeeping receipt shall be delivered to the City.

B. Collateralization

All time and demand deposits and repurchase (and reverse) agreements shall be secured by pledged collateral with a market value equal to or not less than 102% of the deposits plus accrued interest less an amount insured by the FDIC and evidenced by original safekeeping receipts. Evidence of the pledged collateral shall be maintained by the Finance Director or designee and held by an independent party with whom the City has a current custodial agreement with.

Any substitutions of collateral must meet the requirements of the Public Funds Collateral Act, Public Funds Investment Act and this investment policy. Substitution of collateral must be approved by at least one Investment Officer of the City. Written notice must be provided to the bank or safekeeping agent prior to any security release.

Collateral shall be reviewed on a monthly basis to ensure the market value of the securities pledged equals or exceeds the related time and deposit accounts or repurchase (and reverse) agreements.

The City of Anna shall accept only the following securities as collateral:

- FDIC Insurance coverage
- Direct obligations of the United States or other obligations of the United States, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States

- Direct debt obligations of an agency or instrumentality of the United States
- Direct debt of states, agencies, counties, cities, and other political subdivisions of any state rate as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- Letter of credit issued to the City by the Federal Home Loan Bank
- Other securities specifically authorized by the Investment Committee and this Investment Policy

The City expressly prohibits the acceptance of Interest-only (IO) and Principal-only (PO) Collateralized Mortgage Obligations (CMOs) as collateral for bank deposits or repurchase agreements. The City's Investment Officers reserve the right to accept or reject any form of collateral or enhancement at their sole discretion.

VIII. REPORTING

The Investment Officers shall prepare an investment report at least quarterly in compliance with the PFIA. This report will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to this Policy. The report will be provided to the City Council. In conjunction with the annual audit, the external auditor will perform a formal review of the quarterly reports with the results reported to the City Council.

Market value of all securities in the portfolio will be calculated on a quarterly basis and disclosed to the governing body quarterly in the investment report. Pricing information will come from Bloomberg, Intercontinental Exchange, Inc. (ICE), International Data Corporation (IDC), or any other reputable and independent source deemed reliable by the Director of Finance.

IX. INVESTMENT POLICY AND ADOPTION

The investment policy and investment strategies shall be adopted by Resolution of the City Council. The Resolution so adopted shall record any changes made to either the policy or the strategies. The City Council shall review the investment policy not less than annually. The investment policy strategies shall be reviewed at least annually by the Investment Committee.

X. FINANCIAL GLOSSARY

Accretion of Discount: An accounting method for realizing the additional income earned through the purchase of a discounted, or zero-coupon security where the difference between the discounted purchase price and the par value is credited to an income account, gradually increasing the book value until it reaches par at maturity. *Also see amortization.*

Accrued Interest: The interest accumulated on a security from its issue date or since the last payment of interest up to but not including the purchase date. The purchaser of the security pays to the seller the market price plus accrued interest.

Agency: A category of investments that include Government Sponsored Enterprises (GSEs) of Fannie Mae, Freddie Mac, the Federal Home Loan Bank (FHLB), and the Federal Farm Credit Bank (FFCB). Federal agencies are generally considered to be government securities, and all carry the highest possible senior debt rating from both Moody's and S&P.

Amortization of Premium: Period straight-line decreases in the book or carrying value of a security so that the premium paid for a bond above its face value or call prices is completely eliminated.

Ask or Asking Price: The price at which securities are offered by the broker/dealer; the price at which a governmental entity buys a security; also referred to as an "offer" or "offering price".

Asset-Backed Security (ABS): A broad term used to describe a security created by pooling certain loans together, whereby principal and interest payments made on the loans are used to pay the security holders.

Basis Points: The unit of measurement for yield equal to 1/100th of 1 percent; e.g., ¼ of 1 percent is equal to 25 basis points.

Benchmark: A comparative base for performance evaluation. A good benchmark should be verifiable, easy to understand and appropriate to the portfolio to which it is being compared. Typical benchmarks used in the public sector include the three-month, six-month, and one-year T-bill averages over a similar measurement timeframe.

Bid: The price offered for securities by purchasers. (When selling securities, one asks for a bid.)

Bond: A very broad term used to describe a debt obligation. A bond may have a fixed or floating coupon rate; may be issued by the U.S. Treasury or an agency or a corporation; and may be callable or non-callable.

Book Entry Securities: Stocks, bonds, other securities, and some certificates of deposit that are purchased, sold, and held as electronic computer entries on the records of a central holder. These securities are not available for purchase in physical form; buyers get a receipt or confirmation as evidence of ownership.

Book Value: The original cost of the security as adjusted for amortization for any premium paid or accretion of discount since the date of purchase.

Broker: A party who brings buyers and sellers together. Brokers do not take ownership of the property being traded. They are compensated by commissions. They are not the same as dealers; however, the same firms that act as brokers in some transactions may act as dealers in other transactions.

“Bullet”: Slang term for a type of bond that repays the entire principal amount on the maturity date.

“Buy-and-Hold”: A common investment strategy for conservative investors with specific cash flow objectives or cyclical cash flow patterns, whereby securities are purchased with no intention to sell prior to maturity.

Callable Bond: A bond that the issuer has the right to redeem prior to maturity at a specified price. Some callable bonds may be redeemed on one call date while others have multiple call dates.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate.

Capital Gain: The profitable result of the sale of a security or asset, whereby the principal exceeds the book value of a security.

Capital Loss: The resulting loss when the principal amount on the sale of a security or asset is less than the book value of a security.

Collateral: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Collateralized Mortgage Obligation (CMO): A type of mortgage-backed security created by dividing the rights to receive the principal and interest cash flows from an underlying pool of mortgages in separate classes or tiers.

Commercial Paper: Short-term unsecured promissory notes issued by corporations for a maturity specified by the buyer. It is used primarily by corporations for short-term financing needs at a rate which is generally lower than the prime rate.

Confirmation: The document used to state in writing the terms of the trade which had previously been agreed to verbally.

Coupon Rate: The stated annual rate of interest payable on a coupon bond expressed as a percentage of the bond's face value.

Constant Dollar Fund or Pool: A type of money market fund or investment pool whose stated objective is to offer safety of principal and liquidity by maintaining a \$1 dollar share value for all its participants, meaning that the dollar value of the original deposit is expected to be maintained through conservative management practices; also referred to as a “dollar in/dollar out” fund or pool.

Credit Risk: The risk that (1) the issuer is downgraded to a lower quality category and/or (2) the issue fails to make timely payments of principal and interest.

Cusip Number: A nine-digit number established by the Committee on Uniform Securities Identification Procedures that is used to identify publicly traded securities.

Each publicly traded security receives a unique CUSIP number when the security is issued.

Custody: The service of an organization, usually a financial institution, of holding (and reporting) a customer's securities for safekeeping. The financial institution is known as the custodian.

Dealer: A firm which buys and sells for its own account. Dealers have ownership, even if only for an instant, between a purchase from one party and a sale to another party. They are compensated by the spread between the price they pay and the price they receive. Dealers are not the same as brokers; however, the same firms which act as dealers in some transactions may act as brokers in other transactions.

Delivery Versus Payment (DVP): DVP requires that the delivery is made at the same time payment for those securities is received in the account.

Depository Trust Company (DTC): An organization that holds physical certificates for stocks and bonds and issues receipts to owners. Securities held by DTC are immobilized so that they can be traded on a book entry basis.

Discount: The amount by which the price paid for a security is less than its face value.

Discount Securities: Securities that do not pay periodic interest. Investors earn the difference between the discount issue price and the full-face value paid at maturity.

Diversification: Dividing the investment funds among a variety of securities offering independent returns, to reduce risk inherent in particular securities.

Duration: A sophisticated measure of the weighted average maturity of a bond's cash flow stream, where the present values of cash flows serve as the weights.

Face Value: The principal amount due and payable to a bondholder at maturity; par value. Also, the amount on which coupon interest is computed.

Fair Value: The amount at which a financial instrument could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits.

Federal Farm Credit Banks (FFCB): A government-sponsored corporation what was created in 1916 and is a nationwide system of banks and associations providing mortgage loans, credit, and related services to farmers, rural homeowners, and agricultural and rural cooperatives. The banks and associations are cooperatively owned, directly or indirectly, by their respective borrowers. The Federal Farm Credit System is supervised by the Farm Credit Administration, an independent agency of the U.S. government. (See Government Sponsored Enterprises)

Federal Funds Rate: The rate of interest at which banks with excess reserves charge banks lacking reserves for overnight loans to meet reserve requirements. This key overnight rate determines, in large part, the rate at which overnight repurchase agreements will trade. When the Federal Reserve “raises rates”, the target fed funds rate is increased and other short-term security yields follow. Since pools and money market funds invest heavily in short-term securities, their rates often approximate the fed funds rate at any given point in time.

Federal Home Loan Banks (FHLB): Government-sponsored wholesale banks (currently twelve regional banks) which lend funds and provide correspondent banking services to member commercial bank, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank. (See Government Sponsored Enterprises)

Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac): A government-sponsored corporation that was created in July 1970, by the enactment of Title III of the Emergency Home Finance Act of 1970. Freddie Mac was established to help maintain the availability of mortgage credit for residential housing, primarily through developing and maintaining an active, nationwide secondary market in conventional residential mortgages. (See Government Sponsored Enterprises)

Federal National Mortgage Association (FNMA or Fannie Mae): FNMA, like GNMA was chartered under the Federal National Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae is a private stockholder-owned corporation. FNMA securities are highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest. (See Government Sponsored Enterprises)

Federal Open Market Committee (FOMC): A group of Federal Reserve Officials that meet eight times per year to set U.S. monetary policy (raise and lower interest rates). The Committee must balance its two primary and often conflicting objectives of achieving stable economic growth and keeping inflation at acceptable levels.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., twelve regional banks and about 5,700 commercial banks that are members of the system.

Government-Sponsored Enterprises (GSE's): Payment of principal and interest on securities issues by these corporations is not guaranteed explicitly by the U.S. government; however, must investors consider these securities to carry an implicit U.S. government guarantee. The debt is fully guaranteed by the issuing corporations. GSE's include: Farm Credit System, Federal Home Loan Bank System, Federal Home

Loan Mortgage System, Federal Home Loan Mortgage Corporation, and Federal National Mortgage Association.

Interest Rate Risk: The risk that the general level of interest rates will change, causing unexpected price appreciations or depreciations.

Ladder: A common investment strategy whereby securities are purchased to mature at regular intervals so that cash is always available to meet known obligations or be reinvested back into the market at prevailing rates.

Liquidity: An entity's capacity to meet future monetary outflows (whether they are required or optional) from available resources. Liquidity is often obtained from reductions of cash or by converting assets into cash.

Liquidity Risk: The risk that an investment will be difficult to sell at a fair market price in a timely fashion.

Market Risk: The risk that the value of a security will rise or decline as a result of changes in market conditions. It is that part of a security's risk that is common to all securities of the same general class (stocks and bonds) and thus cannot be eliminated by diversification; also known as systematic risk.

Market Value: the price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: A written contract cover all future transactions between the parties to repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer to liquidate the underlying securities in the event of default by the seller.

Maturity Date: The date on which the principal or face value of an investment becomes due and payable.

Mortgage-Backed Securities: Securities composed of, or collateralized by, loans that are themselves collateralized by liens on real property.

Offer: The price asked by a seller of a security. (When purchasing securities, one asks for an offer).

PAR: See Face Value

Pooled Fund Group: An internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested.

Premium: The amount by which the price paid for a security exceeds its face value.

Primary Dealer: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include

Securities and Exchange Commission (SEC), registered securities broker-dealers, banks, and few unregulated firms.

Principal: The face or par value of an instrument, exclusive of accrued interest.

Prudent Person Rule: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

Rate of Return: The amount of income received from an investment, expressed as a percentage. A market rate of return is yield that an investor can expect to receive in the current interest-rate environment utilizing a buy-and-hold to maturity investment strategy.

Reinvestment Rate: The interest rate earned on the reinvestment of coupon payments.

Reinvestment Rate Risk: The risk that the actual reinvestment rate falls short of the expected or assumed reinvestment rate.

Repurchase Agreement (RP or REPO): A type of agreement in which an investor exchanges cash for securities with a primary dealer or bank and earns a fixed rate of interest for a specific period. At the end of the period, securities are returned for principal along with accrued interest. Dealers and banks use repo proceeds to finance their inventory positions.

Safekeeping: A procedure where securities are held by a third party acting as custodian for a fee.

Secondary Market: A market made for the purchase and sale of outstanding issues following initial distribution.

Securities and Exchange Commission (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Settlement Date: The purchase (or sale) date of a security on which the money actually changes hand.

Spread: Most commonly used when referring to the difference between the bid and asked prices in a quote. Additionally, it may also refer to additional basis points that a non-Treasury security earns over and above a Treasury with a comparable maturity date.

Treasury Bills: A non-interest-bearing discount security issued by the U.S. Treasury, generally having initial maturities of 3 months, 6 months, or 1 year.

Treasury Bonds: Long-term, coupon bearing U.S. Treasury securities having initial maturities of more than 10 years.

Treasury Notes: Intermediate-term, coupon bearing U.S. Treasury securities having initial maturities of 2-10 years.

Unrealized Gain or Loss: The amount of profit (or loss) that would be reflected on the sale of a security if that security were sold. The unrealized gain or loss is calculated by taking the difference between book value and market value of the security at any given point in time.

Weighted Average Maturity (WAM): This common term, usually expressed in number of days, represents a dollar-weighted average of the remaining term to maturity of all assets in a pool or securities portfolio. A longer WAM generally indicates higher market risk.

Yield: The return, expressed as a percentage, that a security will earn as a result of both the coupon rate and any discount earned or premium paid. A yield will exceed the coupon if purchased at a discount (and vice-versa).

Yield Curve: The relationship between yields and maturity dates for a set of similar bonds, usually Treasuries, at a given point in time. A yield curve is a standard measure of risk and return and answers the question "How much additional yield will I earn if I extend my maturity and assume additional market risk?"

Yield-to-Maturity: The expected rate of return of a bond if it is held to its maturity date; calculated by taking into account the current market price, stated redemption value, coupon payments and time to maturity and assuming all coupons are reinvested at the same rate; equivalent to the internal rate of return (IRR).

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION REVIEWING AND AMENDING THE INVESTMENT POLICY OF THE CITY OF ANNA.

WHEREAS, the City of Anna, Texas (“the City”) is committed to principles and practices of open and fair government that honors the public trust; and

WHEREAS, the City of Anna, Texas City Council (“City Council”) has determined that it is in the interests of the citizens of Anna to adopt an Investment Policy that establishes policies and procedures to govern the management and care of public funds; and

WHEREAS, the Public Funds Investment Act (“the Act”) requires annual review of the City’s Investment Policy; and

WHEREAS, the most recent annual review of the City’s Investment Policy has prompted an amendment to the existing policy attached hereto as Exhibit 1;

NOW THEREFORE, BE IT RESOLVED 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. Investment Policy Reviewed

The City Council has reviewed the City’s Investment Policy and investment strategies and approves the amended Investment Policy attached hereto as Exhibit 1.

PASSED by the City Council of the City of Anna, Texas, on this the 24th day of May, 2022.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

Government Treasurers' Organization of Texas

April 1, 2021

Alan Guard
Finance Director
City of Anna
101 South Powell Parkway
Anna, TX 75409

Dear Alan:

On behalf of the Investment Policy Review Committee, I am pleased to inform you that the Government Treasurers' Organization of Texas (GTOT) has awarded the **Certificate of Distinction** to the City of Anna for its Investment Policy. Members of the Review Committee congratulate the Board for its commitment to maintaining a comprehensive written investment policy that meets the criteria set forth in the GTOT Investment Policy Review Checklist.

Congratulations once again on an excellent policy and thank you for participating in our certification program. Your certificate is being mailed under separate cover and is good for a two-year period ending April 30, 2023.

Sincerely,



Amy Anderson
GTOT Investment Policy Review Committee



Government Treasurers' Organization of Texas

Investment Policy Certification Checklist

Entity: City of Anna

Office Use Only	
Reviewer:	Amy Anderson
Date:	4/1/2021

***Applicant** must indicate in this column where item is located in the investment policy submitted for review. (Example: Authorized and Suitable Investments, Section 6, page 10)

	CRITERIA	PLACEMENT IN POLICY*	Comments
1	Policy Statement Policy statement emphasizing the guiding principles of the investment program and conformance to all statutes, rules and regulations governing the investment of public funds.	SECTION 1: POLICY, PAGE 3	Acceptable
2	Scope List of funds covered by the policy. Funds can either be defined specifically as they are listed in the CAFR, or more generally (i.e. short-term operating funds). This section should also specify which funds, if any, are combined for investing purposes as a "pooled fund group", and which funds are managed as "separately invested assets", as defined in PFIA 2256.002(9) .	SECTION 2: SCOPE, PAGE 3	Acceptable
3	General Objectives Investment policy must primarily emphasize safety of principal, liquidity [PFIA 2256.005 (b)(2)], and yield [PFIA 2256.005 (b)(3)]. Policy includes procedures to monitor rating changes and liquidation of such investments consistent with [PFIA 2256.005 (b)(4)(F)].	SECTION 3: INVESTMENT OBJECTIVE AND STRATEGY, PAGES 3-6	Acceptable In Section III.E.iii, should it read "be aware or beware of project needs"? Monitoring rating changes- V.C Pg. 9
4	Prudent Person Rule "Prudent Person" statement relating to the standard of care that must be exercised when investing public funds. PFIA 2256.006 (a-b)	SECTION 4: STANDARDS OF CARE, SUBSECTION A, PAGE 6	Acceptable
5	Capability of Investment Management Investment policy must address quality and capability of investment management. PFIA 2256.005 (b)(3)	SECTION 4: STANDARDS OF CARE, SUBSECTION C, PAGE 7	Acceptable
6	Ethics Disclosure and Conflicts of Interest Investment Policy must require the investment officer(s) to file a disclosure statement with the Texas Ethics Commission and the governing body if: a. the officer has a personal business relationship with a business organization offering to engage in an investment transaction with the City (as defined in 2256.005 (i)(1-3)); or b. the officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity. PFIA 2256.005 (i)	SECTION 4: STANDARDS OF CARE, SUBSECTION B, PAGE 6-7	Acceptable

	CRITERIA	PLACEMENT IN POLICY*	Comments
7	Delegation of Investment Authority Investment Policy must designate one or more officers of the entity as the investment officer(s) responsible for the investment of its funds (does not apply to a state agency, local government, or investment pool for which an officer of the entity is assigned by law the function of investing funds). PFIA 2256.005 (f)	SECTION 4: STANDARDS OF CARE, SUBSECTION C, PAGE 7	Acceptable
8	Investment Training Investment training is required for the treasurer, CFO, and the investment officer(s) of a local government (see 2256.007 for training requirements for state agencies). Training must be received from an independent source, <i>approved by the entity's governing body or investment committee</i> , and must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with PFIA. The hours of training vary and must be completed within a specific number of months of taking office or assuming duties. Thereafter, renewal training hours must be completed every two years. (State Agencies, Higher Education, and Community Colleges training cycles are concurrent with the state fiscal biennium.) (Local governments training cycles are concurrent with the government s' fiscal year.) Training hours vary with entity types and investment holdings of municipalities and schools with local investments. Training requirements can be viewed at https://cpm.hps.unt.edu/training-requirements . PFIA 2256.008	SECTION 4: STANDARDS OF CARE, SUBSECTION C, PAGE 7	Acceptable

	CRITERIA	PLACEMENT IN POLICY*	Comments
9	Signed Investment Policy Certification form HB 1701 changes “person” to “business organization” and narrowly defines business organization as either an investment pool or an investment management firm under contract to manage the entity’s portfolio with discretionary authority. Very few investment management contracts for public funds grant such discretion, meaning investment pools will generally be the only organizations still required to sign this certification. This bill has all but killed the legal requirement for the policy certification. Public entities may wish to revise their investment policy as it seems likely that brokers, absolved of this legal requirement, may no longer be willing to sign those certifications. Public entities should still provide their investment policy to their brokers, who in fact should be asking for it. Among other things, FINRA’s “Know Your Customer” rules, largely established by the suitability requirements of FINRA Rule 2111, require that brokers, “have a reasonable basis to believe that a recommendation is suitable for a particular customer based on that customer’s investment profile.” Providing the broker with your investment policy should very clearly describe your investment profile, particularly with regard to the primary objective of safety of principal. Compliant certification includes acknowledging that the business organization has: a. received and reviewed the entity’s Investment Policy; and b. implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity’s Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity’s entire portfolio or requires an interpretation of subjective investment standards. PFIA 2256.005 (k-l)	SECTION 6: SELECTION OF BANKS AND DEALERS, SUBSECTION B, PAGE 11	Acceptable
10	Establishment and annual review of qualified bidders list Investment Policy must require either the entity’s governing body, or its Investment Committee to, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity. PFIA 2256.025	SECTION 6: SELECTION OF BANKS AND DEALERS, SUBSECTION B, PAGE 11	Acceptable

	CRITERIA	PLACEMENT IN POLICY*	Comments
11	Independent Third-Party Safekeeping Securities and collateral will be held by a third party custodian designated by the entity, and held in the entity's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.	SECTION 7: CUSTODIAL CREDIT RISK MANAGEMENT, SUBSECTION A, PAGE 11-12	Acceptable
12	Delivery vs. Payment Investment Policy must require "delivery vs. payment" (DVP) settlement of all transactions, except local government investment pool and mutual fund transactions. PFIA 2256.005 (b)(4)(E)	SECTION 6: SELECTION OF BANKS AND DEALERS, SUBSECTION D, PAGE 11	Acceptable
13	Competitive Bidding Investment Policy should require at least three competitive offers or bids for all individual security purchases and sales (excluding transactions with money market mutual funds, local government investment pools and when issued securities, which are deemed to be made at prevailing market rates).	SECTION 6: SELECTION OF BANKS AND DEALERS, SUBSECTION C, PAGE 11	Acceptable
14	Suitable and Authorized Investments List the types of authorized investments in which the investing entity's funds may be invested. Investments authorized by PFIA are listed in Sections 2256.009 – 2256.016 and Section 2256.019 – 2256.0201. It is recommended that investment descriptions be either directly quoted from PFIA and/or referenced to PFIA. Be sure to include minimum required ratings and maximum allowable stated maturities, where applicable. If Repurchase Agreements are an authorized investment, the policy should require execution of a "Master Repurchase Agreement". Your policy may be more restrictive than PFIA and need not include every investment authorized by PFIA. PFIA 2256.005 (b)(4)(A-B)	SECTION 5: AUTHORIZED INVESTMENTS AND PARAMETERS, SUBSECTION A, PAGE 8	Local Government Investment Pools need to be added as an authorized investment
15	Prohibited Investments An entity may choose to prohibit certain investments that are authorized by PFIA. The Policy should either: a. list prohibited investments, including those specifically prohibited in PFIA 2256.009 (b)(1-4) ; or b. state only those investments listed in this section are authorized.	SECTION 5: AUTHORIZED INVESTMENTS AND PARAMETERS, SUBSECTION B, PAGE 9	Acceptable I suggest rewording V.B.3 to verbiage from PFIA 2256.009 (b)(1-4)
16	Effect of Loss of Required Rating All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. PFIA 2256.021 (do we need to state this twice, it was added to General Objectives)	SECTION 5: AUTHORIZED INVESTMENTS AND PARAMETERS, SUBSECTION C, PAGE 9	Acceptable

	CRITERIA	PLACEMENT IN POLICY*	Comments
17	Collateral Policy The governing body must approve a written policy relating to collateralization. It should be included in the Investment Policy and require collateralization for all uninsured collected balances, plus accrued interest, if any. In addition, the policy should address acceptance, substitution, release, and valuation of collateral. Collateral for Public Funds, Chapter 2257, Texas Government Code	SECTION 7: CUSTODIAL CREDIT RISK MANAGEMENT, SUBSECTION B, PAGES 12-13	Acceptable
18	Diversification and Maximum Maturities Investment policy must address investment diversification, yield, and maturity. (Yield is normally addressed under General Objectives following primary objectives of safety of principal and liquidity.) PFIA 2256.005 (b)(3)	SECTION 5: AUTHORIZED INVESTMENTS AND PARAMETERS, SUBSECTIONS D & E, PAGES 9-10	Acceptable
19	Investment Strategies The Investment Policy must require adoption by the governing body of a separate investment strategy for each of the funds, or group of funds, under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance: (1) understanding of the suitability of the investment to the financial requirements of the entity; (2) preservation and safety of principal; (3) liquidity; (4) marketability of the investment if the need arises to liquidate the investment before maturity; (5) diversification of the investment portfolio; and (6) yield (assign performance benchmarks as appropriate) PFIA 2256.005 (d)	SECTION 3: INVESTMENT OBJECTIVE AND STRATEGY, PAGES 5-6	Acceptable
20	Weighted Average Maturity for Pooled Fund Groups If your entity combines funds as a "pooled fund group" for investing purposes, then the maximum dollar-weighted average maturity of the portfolio, based on the stated maturity date, must be included in your Investment Policy. PFIA 2256.005 (b)(4)(C)	SECTION 5: AUTHORIZED INVESTMENTS AND PARAMETERS, SUBSECTION E, PAGE 10	Acceptable
21	Quarterly Reporting Investment Policy must require quarterly investment reports, prepared by the investment officer(s) and submitted to the governing body. Specific PFIA reporting requirements should be either be included in your policy or referenced to PFIA. PFIA 2256.023	SECTION 8: REPORTING, PAGE 13	Acceptable

	CRITERIA	PLACEMENT IN POLICY*	Comments
22	Review by Independent Auditor Quarterly reports must be formally reviewed at least annually by an independent auditor and reported to the governing body. (An entity is exempt from this review if it <i>only</i> invests in money market mutual funds, investment pools or accounts offered by its depository bank in the form of CDs or money market accounts.) PFIA 2256.023 (d)	SECTION 8: REPORTING, PAGE 13	Acceptable
23	Marking to Market The market value of the portfolio must be determined at least quarterly and included in the quarterly investment reports. The Investment Policy must include methods to monitor the market price of investments acquired with public funds (e.g. IDC, Bloomberg, etc.) PFIA 2256.005 (b)(4)(D)	SECTION 8: REPORTING, PAGE 13	Acceptable
24	Internal Controls Investment Policy must require, in conjunction with its annual financial audit, a compliance audit of management controls on investments and adherence to the entity's established investment policies (see 2256.005(n) for the requirement for state agencies). PFIA 2256.005 (m)	SECTION 4: STANDARDS OF CARE, SUBSECTION C, PAGE 7	Acceptable
25	Exemption for Existing Investments An entity is not required to liquidate investments that were authorized investments at the time of purchase. PFIA 2256.017	SECTION 5: AUTHORIZED INVESTMENTS AND PARAMETERS, SUBSECTION F, PAGE 10	Acceptable
26	Annual Review and Adoption of Investment Policy and Strategies Investment Policy must require the governing body to, not less than annually, adopt a written instrument stating that it has reviewed the Investment Policy and investment strategies and that the written instrument so adopted shall record any changes made to either the policy or strategies. PFIA 2256.005 (e)	SECTION 9: INVESTMENT POLICY ADOPTION, PAGE 13	Acceptable

**Reviewer may assign an “acceptable” grade to an item and, if desired, also indicate how the discussion of the item may be improved in the policy.



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution entering into a development agreement with Hagar Trust to establish timelines and development and design regulations for a multiple-family residence and commercial developments on 30.1± acres located on the west side of County Road 423, 1,410± feet north of State Highway 5. (Director of Development Services Ross Altobelli)

SUMMARY:

NOTE: AT THE TIME OF PACKET POSTING THE LANGUAGE WITHIN THE DEVELOPMENT AGREEMENT HAD NOT BEEN FINALIZED. ATTACHED IS THE MOST RECENT WORKING DRAFT. STAFF WILL PROVIDE AN UPDATE AT THE COUNCIL MEETING.

The intent of the development agreement is to ensure the use of high quality, durable materials for nonresidential and residential development within the city to create well designed and attractive architecture. Additionally, the development agreement includes development deadlines associated with the construction of the property.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The applicant is proposing similar development timelines and material standards and percentages recently approved by the Council.

NOTE: IF THE DEVELOPMENT AGREEMENT HAS NOT BEEN FINALIZED BY THE TIME OF THE COUNCIL MEETING, STAFF RECOMMENDS TO CONTINUE THE ASSOCIATED ITEMS UNTIL A FUTURE MEETING.

ATTACHMENTS:

1. Resolution - DA (Hager Ranch)
2. DRAFT - Development Agreement (Hager Ranch 5-19-21)
3. Exhibit 1 - DA (Legal Descript Hager Ranch)
4. Exhibit 2 - DA (CP Hager Ranch)

APPROVALS:

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

Created/Initiated - 5/19/2022
Final Approval - 5/19/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH JAMES E HAGER TRUST, RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR COMMERCIAL AND MULTIPLE-FAMILY RESIDENCE DEVELOPMENT GENERALLY LOCATED ON THE WEST SIDE OF COUNTY ROAD 423, 1,410± FEET NORTH OF SOUTH POWELL PARKWAY (STATE HIGHWAY 5).

WHEREAS, Anna Town Square Partners I, LLC is the Property Owner of real estate generally located on the west side of County Road 423, 1410± feet north of South Powell Parkway (State Highway 5); and

WHEREAS, Property Owners desire to amend the zoning for the subject property to allow a commercial and multiple-family residence development; and

WHEREAS, Property Owner has agreed to development and design regulations should the City approve rezoning the property.

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

Section 1. Recitals Incorporated.

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

Section 2. Approval

The City Council hereby approves the Development Agreement with James E Hager Trust attached hereto as Exhibit A, and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and take all other actions necessary to finalize, act under and enforce the Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 24th day of May 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered effective as of May 10, 2022 (the "Effective Date") between and among the City of Anna, Texas, a home-rule municipality (the "City") and James E Hager Trust ("Owner") as follows:

RECITALS

WHEREAS, the Owner is the sole owner of 30.0± acres of real property located wholly within the City's corporate limits and described in Exhibit 1 and depicted on Exhibit 2, (the "**Property**"); and,

WHEREAS, the Property is subject to City Regulations, including without limitation the City's zoning regulations; and,

WHEREAS, the current zoning classification of the Property is SF-E Single-Family Residential – Large Lot (the "Original Zoning Classification"); and,

WHEREAS, Owner has applied to rezone the Property to allow for Planned Development-Multiple-Family - High Density/C-2 General Commercial (PD-MF-2/C-2) to allow for multiple-family residences and commercial development with modified development standards and single-family lot zoned SF-20 Single-Family Residence District (SF-20) (the "Zoning Change"); and,

WHEREAS, the City's Planning & Zoning Commission and City Council have given the requisite notices by publication and otherwise and have scheduled public hearings with respect to the rezoning of the Property as required by law; and,

WHEREAS, in the event that the Property is rezoned, the City and Owner desire to enter into this Agreement to establish development and design regulations to ensure that future development is appropriate for the area and fits in well with adjacent properties; and,

WHEREAS, it is the Parties' mutual intent that this agreement shall govern only the subject matter specifically set forth herein and shall supersede City Regulations only to the extent that any such City Regulations directly conflict with the terms of this development agreement; and,

WHEREAS, this Agreement is a program grant under Chapter 380 of the Texas Local Government Code;

NOW, THEREFORE, in consideration of the above recitals and the mutual consideration as reflected in the covenants, duties and obligations contained herein, the sufficiency of which is

hereby acknowledged, the Parties hereto agree as follows, effective as of the Effective Date:

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 Owner and the City.

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

- A. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations unless expressly stated to the contrary in this Agreement. It is expressly understood and to include but are not limited to City Code provisions, ordinances, design standards, uniform codes, zoning regulations not affected by this Agreement, and other policies duly adopted by the City including without limitation any such regulations or requirements that were affected by the passage of Texas H.B. 2439, 86(R), codified as Chapter 3000 of the Texas Government Code ("Materials and Methods Regulations"), which are collectively incorporated herein as if set forth in full for all purposes; provided, however, to the extent of any conflict between the requirements of Materials and Methods Regulations and the requirements of this Agreement, this Agreement shall control. For purposes of this Agreement, "City Regulations" mean the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances (including, without limitation, all development fees), design standards, and other policies duly adopted by the City; provided, however, that as it relates to public infrastructure for any given phase of the Project, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences.
- B. With respect to all structures/development within the PD-MF-2/C-2 and SF-20 Zoning Districts, Owner agrees to comply and/or to cause all other persons or entities to comply and any other successors or assigns to comply with all City Regulations and with the masonry material requirements and all other requirements of the Anna City Code of Ordinances, Article 9.04 Zoning Ordinance, Section 9.04.034 Supplementary District Regulations, Subsection (e) Architectural Design Standards, which are incorporated herein as if set forth in full for all purposes, and with the following standards (in the event of any conflict, the following listed standards shall govern). Notwithstanding the foregoing, a Subsequent Owner upon a Closing (as hereinafter defined) must agree in writing to assume Owner's responsibilities set forth herein. For purposes of this Agreement the term "Subsequent Owner" means any person or entity that acquires all or any part of the Property from Owner or Owner's successor in title to the Property or any part thereof

Multiple-Family Residence Buildings

- A. All multi-family buildings and structures shall have at least seventy percent (70%) of the total exterior walls above grade level, excluding doors and windows, and recessed balcony areas (should be allowed as plane break), constructed of masonry (, brick, stone, pre-cast stone, and other similar veneer materials), Nichiha and/or Stucco materials with no more than (30%) consisting of cementitious siding (Hardie products).
- B. Roofing materials for buildings and structures must be architectural roof shingles, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstances shall three-tab shingles be used as roofing material. Any roof under 2/12 will be a TPO style roof. Will have a parapet wall to screen mechanical equipment.
- C. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.
- D. An awning or hard surface, cantilevered or columns covered entry area shall be designed at the main entry to each building.
- E. A minimum of 75% of all units must have one of the following design features: true balcony, stoop, or patio to create outdoor living space.
- F. Four architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but are not limited to:
 - 1) Extensions to the building through bay or box windows, and other similar features projecting out from the facade,
 - 2) A horizontal change in building materials between stories of a building,
 - 3) Variation in building pattern and /or color between vertical intervals. Using Nichiha for maintenance and durability.
 - 4) Variations in window placement, size, color & in plane to wall.
 - 5) Architectural features such as shutters, awnings, dormers, chimneys, decorative moldings or ornamental details, and
 - 6) Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition. Multiple different building types to create visual interest.
 - 7) Wrap building to hide parking ramp

- 8) Building wings to create compound shape buildings

Construction of W. Finley Boulevard

Developer shall fund the Construction Costs and cause to be fully constructed in compliance with City Regulations and in a good and workmanlike manner the Onsite W. Finley Boulevard Improvements and the Offsite W. Finley Boulevard Improvements, subject to eligibility for reimbursements as follows. Developer shall be eligible to receive an annual reimbursement payment (the "Reimbursement Payment") from the City until the earlier of (a) Developer having been 100% reimbursed for the Approved Expenses, or (b) 30 years after the Effective Date.

The amount of the annual Reimbursement Payment shall be calculated as 60% of the dollar amount of ad valorem taxes actually collected on the increased value of each developed lot starting with the tax year following the Base Year of each developed lot. Developer shall invoice the City annually after February 15 of each year with documentation showing the accuracy of the invoiced amount. The City's payment shall be made within 30 days of receipt of an invoice. For purposes of this Agreement, the following definitions apply.

"Approved Expenses" means the dollar amount of Construction Costs less the amount of impact fee credits and/or other reimbursement amounts granted by the City to the Developer as compensation toward the Construction Costs.

"Base Year" for each developed lot is the year that any such lot is included in a final plat that has been recorded in the official records of Collin County, Texas.

"Offsite W. Finley Boulevard Improvements" mean that section of right-of-way from the eastern property boundary (County Road 423) to State Highway 5 (S. Powell Parkway) in compliance with a traffic impact analysis as require under applicable City Regulation and as approved in writing by the City of Anna Director of Public Works.

"Onsite W. Finley Boulevard Improvements" mean that section of right-of-way from the eastern property boundary limits (County Road 423) to the western property boundary limits connecting to existing W. Finley Boulevard, as depicted on Exhibit 2, in compliance with a traffic impact analysis as require under applicable City Regulation and as approved in writing by the City of Anna Director of Public Works.

SECTION 3. NOTICES.

Any and all notices required to be given by either of the parties hereto must be in writing and will be deemed delivered upon personal service, if hand-delivered, or when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To City: City Manager
City of Anna
111 North Powell Parkway
PO Box 776
Anna, Texas 75409

To Owner: Alvin Johnson
c/o James E Hager Trust
3900 South Stonebridge Dr. Ste. 304
McKinney, TX 75070

Commented [A1]: Provide documentation of being a trustee or update accordingly

SECTION 4. DEADLINES, MODIFICATIONS OR TERMINATION.

This Agreement may only be modified and/or terminated as follows: (a) by mutual written agreement of the City and Owner or, after a Closing (as hereinafter defined), by a Subsequent Owner instead of Owner; and/or (b) unilaterally by City upon default of the Owner or Subsequent Owner. Notwithstanding the foregoing or any other provision of this Agreement, this Agreement shall terminate and be null and void if the City does not approve the Zoning Change of the Property on or before the 24th day of May 2022 to Planned Development-Multiple-Family - High Density/C-2 General Commercial (PD-MF-2/C-2) to allow for multiple-family residences and commercial development with modified development standards and single-family lot zoned SF-20 Single-Family Residence District (SF-20) (the "Zoning Change");

The parties acknowledge and agree that the rezoning of the Property is a legislative act and that this Agreement does not bind the City Council to approve any proposed rezoning of the Property.

A. Owner or any Subsequent Owner shall be obligated under this Agreement to timely meet the following deadlines:

1. Within 180 days after City Council approval of the Zoning Change, Owner will have submitted a Preliminary Plat (showing preliminary easement locations, right-of-way dedication for Onsite and offsite W. Finley Boulevard, fire lanes, and utilities for the multi-family development) and Tree Preservation Plan of the Property. The Preliminary Plat shall show project phasing (Phase 1 and Phase

2).

2. Within 180 days after the City has approved the Preliminary Plat, Owner shall have submitted a site plan, landscaping plan, lighting plan, and Final Plat (showing easements, right-of-way dedications for Onsite and Offsite W. Finley Boulevard, fire lanes and utilities for the multi-family development), and civil plans for Phase 1.
3. A preconstruction meeting between Owner and City staff shall occur within 60 days of final approval of the civil plans.
4. Site construction pursuant to final approved civil plans must commence within 90 days after the preconstruction meeting. Site construction to include the construction of both onsite and offsite W. Finley Boulevard improvements.
5. Owner must submit plans and specifications for the buildings and other improvements not part of the civil plans (the "Building Plans") no later than 150 days after civil plans are approved by the City. After the last to occur of (a) approval of the Building Plans by the City of Anna, (b) completion of all construction pursuant to civil plans, (c) acceptance of all civil construction and public improvements by the City of Anna, and (d) recordation of the multi-family development final replat, Owner must submit an application for a building permit within 60 days thereafter (including without limitation the payment of all fees due to the City as required to develop the Property).
6. Recordation in the Official Records of Collin County, Texas of multifamily development final plat must occur within 540 days of commencement of site construction.
7. Vertical construction pursuant to the Building Plans for approved structures must commence within 60 days after the later to occur of the recordation of final multi-family development replat and obtaining a building permit.
8. Within 48 months after the approval of the Zoning, Owner shall have submitted a site plan, landscaping plan, lighting plan, and Final Plat (showing easements, fire lanes, and utilities for the multi-family development), and civil plans for Phase 2.

B. Not by way of limitation as to other material terms and conditions, the deadlines stated above are material terms and conditions of this Agreement and any failure to meet any

of the deadlines above (each, a "Deadline Default") is a material default under this Agreement. In addition to all other remedies that the City may enforce under this Agreement or that is available to the City at law or in equity in the event of a Deadline Default, the City may in its sole discretion initiate and pursue a zoning case to change the zoning classification back to the Original Zoning Classification. In the event that the City initiates such a zoning case after a Deadline Default, the Owner shall not oppose the zoning case and shall be deemed to have fully and irrevocably released and waived any claim, cause of action, litigation or other challenge or proceeding to such zoning case on any legal basis or theory whatsoever.

SECTION 5. DEFAULT.

If Owner, its heirs, successors or assigns or any Subsequent Owner of the Property or any part thereof fails to comply with any of the material terms and conditions included in this Agreement (such defaulting owner referenced herein as "Defaulting Owner"), the City will have the following non-exclusive and cumulative remedies.

- A. Withholding of utilities or withholding or revocation of permits and other approvals required for development and use of the portion of the Property that is the subject of the default (but no other portions of the Property) including without limitation building permits and certificates of occupancy.
- B. The Defaulting Owner shall be liable to pay to the City the sum of \$2,000 for each failure to materially comply with the development standards set forth of this Agreement. The Defaulting Owner shall be liable to pay the City said \$2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. In the event of a breach that is not timely cured as set forth below, the sum of liquidated damages shall be calculated to include each and every day of the occurrence of the breach beginning on the date that the City first provided written notice of such breach under this paragraph and the City shall not be required to provide any subsequent written notices as to subsequent dates or times during which such breach is repeated or continues to occur
- C. The non-defaulting party will additionally have any and all remedies available to it at equity or in law.

Notwithstanding the foregoing, a Defaulting Owner shall not be liable for the remedies under this section unless there is a breach of 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 City provided in accordance with this Agreement describing said breach in reasonable detail (or, if the cure of the breach has diligently and continuously been undertaken but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect the cure, as determined by both Parties mutually and in good faith but in no event shall such additional period exceed 120 days unless agreed to in writing by the parties to this Agreement).

SECTION 6. BINDING ON SUCCESSORS, AGREEMENT RUNS WITH THE LAND.

This Agreement will be binding upon and inure to the benefit of the parties' respective successors, assigns and personal representatives. This Agreement runs with the land and is binding on all subsequent owners of the Property or any portions thereof. This section shall be construed liberally to ensure the Parties' intent that this Agreement shall be enforceable regardless of any change of ownership of or interest in the Property. Notwithstanding anything to the contrary in this Section 6 or elsewhere in this Agreement, if the Owner or a Subsequent Owner (the "Transferor") conveys, assigns, or transfers its entire interest in the Property or a part thereof (the "transferred Property") to a Subsequent Owner (the "Transferee") who assumes Transferor's obligations under this Agreement with respect to the transferred Property, the Transferor shall be automatically released from its obligations under this Agreement relating to the transferred Property subsequent to the date of transfer.

SECTION 7. INDEMNIFICATION AND HOLD HARMLESS.

THE OWNER OR ANY SUBSEQUENT OWNER OF THE PROPERTY IN THE EVENT OF A CLOSING (THE "INDEMNIFYING PARTY"), HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS"), ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE INDEMNIFYING PARTY, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ANY OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS

AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE INDEMNIFYING PARTY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR BY THE CITY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE INDEMNIFYING PARTY AND THE CITY, THE INDEMNIFYING PARTY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE INDEMNIFYING PARTY'S OWN PERCENTAGE OF RESPONSIBILITY. THE INDEMNIFYING PARTY FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY AS OF THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON ANY OF THE INDEMNIFYING PARTIES' REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY.

At no time shall the City have any control over or charge of the design, construction or installation of any of the improvements to the Property or related work or undertakings, nor the means, methods, techniques, sequences or procedures utilized for the design, construction or installation related to same. This Agreement does not create a joint enterprise or venture between the City and any of the Indemnified Parties. This section shall survive the termination of this Agreement.

SECTION 8. RECORDATION.

This document, including all Exhibits, may be recorded in the Official Records of Collin County, Texas.

SECTION 9. ENTIRE AGREEMENT.

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

SECTION 10. RECITALS AND EXHIBITS.

The recitals herein and exhibits attached hereto are hereby incorporated by reference.

SECTION 11. AUTHORITY.

Owner represents and warrants to the City that the Owner owns the Property and that this Agreement is binding and enforceable on the Property. Owner may sell the Property or a part thereof to a person or entity (the "Closing") prior to commencement of site construction on the property sold, and in such event the Subsequent Owner shall be required to acknowledge and assume all obligations, liabilities and indemnifications under this Agreement.

SECTION 12. INVALID PROVISIONS.

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

SECTION 13. ESTOPPEL.

On or before 15 days after receipt of a written request from an owner of the Property that desires to transfer its interest in the Property or borrow money secured by a mortgage or deed of trust against the Property or a prospective transferee of an owner's interest or an existing or prospective mortgagee, the City will execute and deliver an estoppel certificate stating that, to the best of the City's knowledge: (i) the transferring or borrowing owner is not in default under this Agreement; and (ii) this Agreement is in full force and effect and whether there are any amendments thereto.

SECTION 14. FORCE MAJEURE.

Whenever a period of time is prescribed in this Agreement for a Party (the "Acting Party") to take an action (other than a payment obligation), the Acting Party will not be liable or responsible for, and there will be excluded from the computation of any such time period, the period of time (the "Force Majeure Period") of delays caused by strikes, riots, acts of God, pandemic, enemy action, shortages of labor or materials, war, acts of terrorism, flood, fire, explosion, unavoidable casualty, or any other causes that are beyond the reasonable control of the Acting Party or any of its employees, agents, or contractors, but not any economic hardship, changes in market conditions, and insufficiency of funds ("Force Majeure"). However, a date will only be extended by a Force Majeure Period if the Acting Party gives notice to the other Party of the occurrence or commencement of the event that constitutes Force Majeure within ten days after the Acting Party knows of the existence or commencement of such event, and claims (in such notice) that such event constitutes Force Majeure. A Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance,

which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

SECTION 15. EFFECTIVE DATE.

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

[signature page follows]

DRAFT

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 _____, 2022, 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

James E Hager Trust

By: NAME, _____

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of _____, 2022 appeared _____ known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and verified under oath that he/she executed the same in his/her capacity as **TITLE** of James E Hager Trust.

Notary Public, State of Texas

Commented [A2]: This agreement would need to be signed by an official trustee of the Trust. We would need to see documentary proof identifying such trustee.

**EXHIBIT “1”
PROPERTY DESCRIPTION**

DRAFT

EXHIBIT "2"
DEPICTION OF PROPERTY/CONCEPT PLAN

DRAFT



EXHIBIT 1

ST. LOUIS

Power House at Union Station
401 S. 18th Street, Suite 200
St. Louis, MO 63103
314.984.9887 tel

ST. CHARLES

1520 S. Fifth Street
Suite 307
St. Charles, MO 63303
636.978.7508 tel

DALLAS

6175 Main Street
Suite 367
Frisco, TX 75034
972.624.6000 tel

PHOENIX

2701 E. Camelback Road
Suite 175
Phoenix, AZ 85016
602.795.4111 tel

22-0024 30.13 ACRE TRACT PROPERTY DESCRIPTION:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE R.C. INGRAHAM SURVEY, ABSTRACT NO. 464, IN COLLIN COUNTY, TEXAS, AND BEING THOSE THREE TRACTS OF LAND CONVEYED TO JAMES E. HAGER AND WIFE, JEANNE HAGER, BY DEEDS RECORDED IN VOLUME 6474, PAGE 196, VOLUME 4786, PAGE 177, AND VOLUME 3188, PAGE 172, DEED RECORDS, COLLIN COUNTY, TEXAS, (D.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID CORNER BEING IN THE EAST LINE AND THE NORTHEAST CORNER OF THAT LOT 3, BLOCK X (HOA LOT) OF PECAN GROVE PHASE IV, AN ADDITION RECORDED IN VOLUME 2020, PAGE 349, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID CORNER BEING IN THE SOUTH LINE OF THAT TRACT OF LAND CONVEYED TO THAT TRACT OF LAND CONVEYED TO NAOMI R. PARCHMAN, F.K.A NAOMI R. COPELAND, AS HER SOLE AND SEPARATE PROPERTY, RYAN PATRICIA COTTRELL, AS HIS SOLE AND SEPARATE PROPERTY, JASON L. ADAMS, AS HIS SOLE AND SEPARATE PROPERTY, ALISHA S. RIGGS, AS HER SOLE AND SEPARATE PROPERTY, RUSTIN J. ADAMS, AS HIS SOLE AND SEPARATE PROPERTY, TIMOTHY BRANDON ADAMS, AS HIS SOLE AND SEPARATE PROPERTY, CASEY PAUL ADAMS, AS HIS SOLE AND SEPARATE PROPERTY, HOLLY ANN JACKSON, AS HER SOLE AND SEPARATE PROPERTY, SARA RENO, AS HER SOLE AND SEPARATE PROPERTY, AMBER MORTON, AS HER SOLE AND SEPARATE PROPERTY, AND RUSSELL COPELAND, AS HIS SOLE AND SEPARATE PROPERTY, BY DEED RECORDED IN INSTRUMENT NUMBER 20180611000714390, (D.R.C.C.T), AND BEING AT THE NORTHWEST COMER OF THAT TRACT HEREIN DESCRIBED;

THENCE NORTH 88 DEGREES 52 MINUTES 22 SECONDS EAST, WITH THE SOUTH LINE OF SAID COPELAND TRACT, A DISTANCE OF 1202.80 FEET TO A POINT FOR CORNER, SAID CORNER BEING IN THE WEST LINE OF COUNTY ROAD 423 FROM WHICH A PK NAIL FOUND BEARS NORTH 88 DEGREES 52 MINUTES 22 SECONDS EAST, 31.14 FEET FOR REFERENCE;

THENCE SOUTH 00 DEGREES 41 MINUTES 57 SECONDS, WITH THE WEST LINE OF SAID COUNTY ROAD 423, A DISTANCE OF 1160.54 FEET TO A FENCE POST FOR CORNER, SAID CORNER BEING IN THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO J. CLAYTON KENNEDY, TRUSTEE OF THE KENNEDY 2012 INVESTMENT TRUST UTAD OCTOBER 24, 2012 (AS TO AN UNDIVIDED 50% INTEREST) AND J. CLAYTON KENNEDY, TRUSTEE OF THE KENNEDY DESCENDANTS 2012 IRREVOCABLE TRUST UTAD OCTOBER 24, 2012 (AS TO AN UNDIVIDED 50% INTEREST) BY DEED RECORDED IN INSTRUMENT NUMBER 20190313000263910,

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE / GIS / ADA TRANSITION PLANNING

Cole & Associates, Inc. is a Missouri Corporation d.b.a. Cole Design Group, Inc. in Arizona and Texas, herein referred to as "Cole"
Texas Board of Professional Land Surveying Corporate Registration #10193871
Texas Board of Professional Engineers Registration #F-10253

EXHIBIT 1 CONT.

(D.R.C.C.T.) FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS SOUTH 87 DEGREES 26 MINUTES 49 SECONDS EAST, 30.43 FEET FOR REFERENCE;

THENCE NORTH 87 DEGREES 26 MINUTES 49 WEST, WITH THE NORTH LINE OF SAID KENNEDY TRACT, A DISTANCE OF 1193.30 FEET TO A POINT FOR CORNER, SAID CORNER BEING IN THE EAST LINE OF LOT 17, BLOCK B OF THE AFORESAID PECAN GROVE, PHASE IV ADDITION;

THENCE NORTH 05 DEGREES 07 MINUTES 39 SECONDS EAST, A DISTANCE OF 668.10 FEET TO A FENCE OST FOR CORNER;

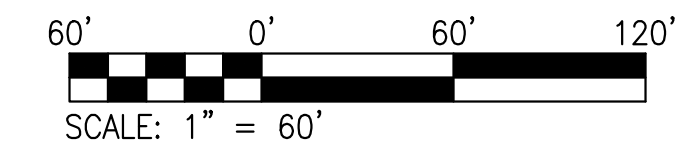
THENCE NORTH 07 DEGREES 37 MINUTES 35 SECONDS WEST, A DISTANCE OF 421.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,312,492 SQUARE FEET OR 30.13 ACRES OF LAND.



DANIEL L. JACKSON
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5577
EMAIL: LJACKSON@COLETX.COM
PROJECT NO. 22-0024



THE SITE IS LOCATED IN FLOOD HAZARD UNSHADED ZONE X, ACCORDING TO
FEDERAL EMERGENCY MANAGEMENT ASSOCIATION (FEMA) FLOOD
INSURANCE RATE MAP (FIRM) PANEL NO. 48085C0160J, EFFECTIVE DATE
JUNE 2, 2009.



 = FIRE LANE

⑤ = PARKING SPACE COUNT (TYP.)

SITE DATA SUMMARY TABLE					
GENERAL SITE DATA	BLOCK A, LOT 1	BLOCK A, LOT 2	BLOCK A, LOT 3	BLOCK B, LOT 1	
PROPOSED ZONING	PD-MF-2	PD-C-2	SF-20.0	PD-MF-2	
LAND USE (FROM ZONING ORDINANCE)	MULTI-FAMILY RESIDENTIAL	RESTAURANT / RETAIL	SINGLE-FAMILY RESIDENTIAL	MULTI-FAMILY RESIDENTIAL	
LOT AREA [SQ. FT. / AC.]	505,845 / 11.612	73,993 / 1.698	13,639 / 0.313	638,616 / 14.619	
BUILDING FOOTPRINT AREA* [SQ. FT.]	148,214	5,000	2,000 (ESTIMATED)	220,321	
BUILDING AREA* [SQ. FT.]	355,024	5,000	2,000 (ESTIMATED)	570,950	
BUILDING HEIGHT [NO. OF STORIES]	4	1	1	4	
MAX. BUILDING HEIGHT [FT.]	54	28	UNKNOWN	54	
LOT COVERAGE [PERCENT - X.XX%]	29.30	6.76	14.66 (ESTIMATED)	34.60	
TOTAL MULTI-FAMILY UNIT COUNT	216	N/A	N/A	44	
TOTAL TOWNHOME UNIT COUNT	20	N/A	N/A	5	
LANDSCAPE AREA	BLOCK A, LOT 1	BLOCK A, LOT 2	BLOCK A, LOT 3	BLOCK B, LOT 1	
RECD. INTERNAL LANDSCAPE AREA [SQ. FT. - 8 SQ. FT. / PARKING SPACE]	920 SQ. FT.	856 SQ. FT.	N/A	544 SQ. FT.	
ADDTL. INTERIOR LANDSCAPE AREA [SQ. FT.]	774 SQ. FT.	1,244 SQ. FT.	N/A	488 SQ. FT.	
TOTAL LANDSCAPE AREA [SQ. FT.]	220,580 SQ. FT.	15,226 SQ. FT.	N/A	232,010 SQ. FT.	

² - BUILDING AREA INCLUDES THE PROPOSED BUILDING AREA AND EXCLUDES THE PROPOSED PARKING GARAGES.

PARKING CALCULATIONS TABLE	
MULTI-FAMILY (BLOCK A, LOT 1 AND BLOCK B, LOT 1)	
PARKING REQUIRED	PARKING PROVIDED
PARKING RATIO: 2.00 TENANT SPACES / UNIT = 1,320 SPACES 0.25 VISITOR SPACES / UNIT = 165 SPACES 2.00 SPACES / TOWNHOME = 50 SPACES TOTAL SPACES REQUIRED = 1,535 SPACES	TOTAL SPACES PROVIDED: 1,535 SPACES TOWNHOMES: 50 SPACES AMENITY CENTER: 48 SPACES PARKING GARAGE 1: 415 SPACES PARKING GARAGE 2: 467 SPACES PARKING GARAGE 3: 457 SPACES PARALLEL SURFACE SPACES: 89 SPACES 90-DEGREE SURFACE SPACES: 59 SPACES
MULTI-FAMILY COVERED PARKING REQUIRED: 50% OF 1,320 SPACES = 660 SPACES TOWNHOME COVERED PARKING REQUIRED: 2.00 COVERED SPACES PER UNIT = 50 SPACES TOTAL COVERED SPACES REQUIRED = 710 SPACES	TOTAL COVERED SPACES PROVIDED: 710 SPACES TOWNHOMES : 50 SPACES PARKING GARAGE 1: 204 SPACES PARKING GARAGE 2: 231 SPACES PARKING GARAGE 3: 225 SPACES
ACCESSIBLE (ADA) PARKING REQUIRED: AMENITY CENTER : 2 SPACES PARKING GARAGE 1: 9 SPACES PARKING GARAGE 2: 9 SPACES PARKING GARAGE 3: 11 SPACES	ACCESSIBLE PARKING PROVIDED: AMENITY CENTER : 2 SPACES PARKING GARAGE 1: 9 SPACES PARKING GARAGE 2: 9 SPACES PARKING GARAGE 3: 11 SPACES
RETAIL (BLOCK A, LOT 2)	
PARKING REQUIRED RESTAURANT: 10 SPACES / 1,000 SQ. FT. GFA = 50 SPACES ACCESSIBLE (ADA) PARKING REQUIRED = 5	PARKING PROVIDED 107 SPACES 5 SPACES
SINGLE-FAMILY RESIDENCE DISTRICT [SF-20.0] (BLOCK A, LOT 3)	
EXISTING MANUFACTURED HOME PARKING REQUIRED: 2 SPACES	PARKING PROVIDED: 2 SPACES

CITY OF ANNA OPEN SPACE ANALYSIS			
REQUIRED			
TYPE	REQUIREMENT	NO. OF UNITS	TOTAL
1-BEDROOM	600 SQ. FT.	256	153,600 SQ. FT.
2-BEDROOM	900 SQ. FT.	404	363,600 SQ. FT.
3-BEDROOM (TOWNHOMES ONLY)	1,200 SQ. FT.	25	30,000 SQ. FT.
		TOTAL:	547,200 SQ. FT.
PROVIDED			
TYPE	AREA	% OF TOTAL SPACE	
AMENITY CENTER AREA	19,782 SQ. FT.	3.76%	
MULTI-FAMILY COURTYARD AREAS	32,051 SQ. FT.	6.08%	
DETENTION POND (AREA DIVIDED BY 2)	22,465 SQ. FT.	4.28%	
LANDSCAPED OPEN SPACE	452,590 SQ. FT.	85.90%	
TOTAL	526,888 SQ. FT.	100.00%	

OUT OF THE
R.C. INGRAHAM SURVEY ABSTRACT 464
CITY OF ANNA, COLLIN COUNTY, TEXAS

DATE: MARCH 29,

<u>OWNER</u>	<u>ENGINEER / PREPARER</u>	<u>SURVEYOR</u>
LADY BIRD TX HOMES, INC	COLE DESIGN GROUP	COLE DESIGN GROUP
3900 S. STONE BRIDGE DR	6175 MAIN STREET	6175 MAIN STREET
SUITE 304	SUITE 367	SUITE 367
MCKINNEY, TX 75013	FRISCO, TEXAS 75034	FRISCO, TEXAS 75034
PHONE: (972) 914-1669	PHONE: 469.880.7910	PHONE: 940.440.2696
VAMSI GALI	D. BLACKSHEAR, P.E.	DANIEL L. JACKSON, RPLS

DESIGN/CALC BY	CPW
DRAWN BY	JH
CHECKED BY	DTB
DRAWING SCALE	1" = 60'

Job Number
2-0024

Sheet Number

XH.01

LADY BIRD

This document is released
for the purpose of
preliminary review
under the authority of
DYLAN T. BLACKSHEAR
P.E. No. 117571
date: 3/29/22.
It is not to be used for
bidding, permitting or
construction purposes.

HAGER RANCH
9241 COUNTY ROAD 423
ANNA, TEXS 75409

CONCEPT PLAN

COLE®

CIVIL ENGINEERING • SURVEYING • PLANNING • LANDSCAPE ARCHITECTURE

Frisco Square
6175 Main Street
Suite 367
Frisco, TX 75034
972.264.0000 Tel
www.coleinc.com

+ DALLAS

Coast Board of Professional Engineers and Surveyors
Registered Engineering Firm, E-10353 Land and Survey Company Registration #10139871

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DESIGN/CALC BY	CPW
DRAWN BY	JH
CHECKED BY	DTB
DRAWING SCALE	1" = 60'
DATE	3/29/2022
Job Number 22-0024	
Sheet Number EXH.01	

USER: Dylan Blackshear TAB: Site
DATE: March 29, 2022 - 4:00:53 PM
DRAWING: S:\JOBS\Jobs\2022\22-0024\CADDIC-Concept\Plots\Sheets\22-0024C_SITE.dwg

EXHIBIT 2

KENNEDY 2012 INVESTMENT TRUST &
KENNEDY DESCENDANTS 2012 IRREVOCABLE TRUST



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 30.1± acres located on the west side of County Road 423, 1,410± feet north of State Highway 5 from SF-E Single-Family Residential - Large Lot to Planned Development-MF-2 Multiple-Family Residential – High Density/C-2 General Commercial with modified development standards and SF-20 Single-Family Residence. (Planning Manager Lauren Mecke)

SUMMARY:

The applicant is requesting to rezone the property to allow for a mixed-use development that will include multiple-family, commercial, and single-family zoning which will include design standards that will allow for a development layout consisting of two-story townhome-style units, four-story apartment buildings with commercial flex units on the first floor, a commercial pad site, and preservation of an existing residential structure.

Surrounding Land Uses and Zoning

North - Farm located in the Extraterritorial Jurisdiction (ETJ).

East - Across County Road 423, vacant tract and two single-family dwelling, detached zoned SF-E Single-Family Residential – Large Lot and one vacant tract zoned C-2 General Commercial.

South - Vacant tract zoned SF-E Single-Family Residential – Large Lot.

West - Single-family dwelling, detached and one common area lot, zoned Planned Development-SF-72 Single-Family Residential (Ord. No. 2002-27A) .

Proposed Planned Development Stipulations

The requested zoning is PD-MF-2/C-2 and SF-20.0. This Planned Development is to allow for a high-density, multiple-family residence and commercial uses. The language in the proposed PD district would allow for modified development standards associated with the multiple-family residence development and a reduced landscape buffer for the commercial pad site.

Landscape setbacks on major thoroughfares – Sec. 9.06.007 (Setbacks) of the Landscape Regulations call for a 20-foot landscape buffer for commercial properties.

- ☐ The applicant is requesting to reduce the landscape buffer to 10 feet for the

commercial property (Block A, Lot 2).

Maximum Height – Appendix 1 (Residential Zoning District Area Regulations) of the Zoning Ordinance identifies a maximum height of 45 feet within the MF-2 zoning district.

- ☐ The applicant is requesting to increasing the height of the larger multiple-family residences to 54 feet / 4-stories.
- ☐ The townhome product would be limited to two stories.

Covered Parking Reduction – Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- ☐ The applicant is requesting to reduce the covered parking from 75% to 50% to allow for flexibility in the design

Parking Garage Space Dimensions – The City of Anna Zoning Ordinance and Engineering Design Standards do not contain separate design standards for parking garages spaces from a parking lot.

- ☐ The applicant is requesting parking spaces in the parking garage to be nine (9) feet in width and eighteen (18) feet in length.

Flex Space Units – Sec. 9.04.020 (MF-2 zoning regulations) and Appendix 2 (Schedule of Uses) of the Zoning Ordinance identify a limited number of commercial uses being allowed either by-right or by issuance of a Specific Use Permit.

- ☐ The applicant is proposing each apartment building be designed with flex place units that could accommodate retail and/or service land uses. Flex space units are defined as a ground floor unit that may be occupied by a residential use, a nonresidential use, or both. Flex space units must have an individual exterior entrance and a minimum floor-to-ceiling separation of 12 feet. A flex-space unit must be constructed to accommodate nonresidential uses and may not be modified to prevent nonresidential occupancy.

Screening fence – Sec. 9.04.020 (MF-2 zoning regulations) and Sec. 9.04.023 (C-2 zoning regulations) of the Zoning Ordinance require screening between commercial properties and multiple-family residences.

- ☐ The applicant is requesting the minimum height for the Multiple-family Residential lots' screening walls to be 6 feet in height
- ☐ The applicant is requesting to not have a screening wall between the multiple-

family residence (Block A, Lot 1) and commercial property (Block A, Lot 2).

- ☐ The applicant is proposing to restrict uses on the commercial property to create a more cohesive mixed-use development.

Refuse Facilities – Sec. 9.04.020 (MF-2 zoning regulations) of the Zoning Ordinance contains standards for refuse facilities:

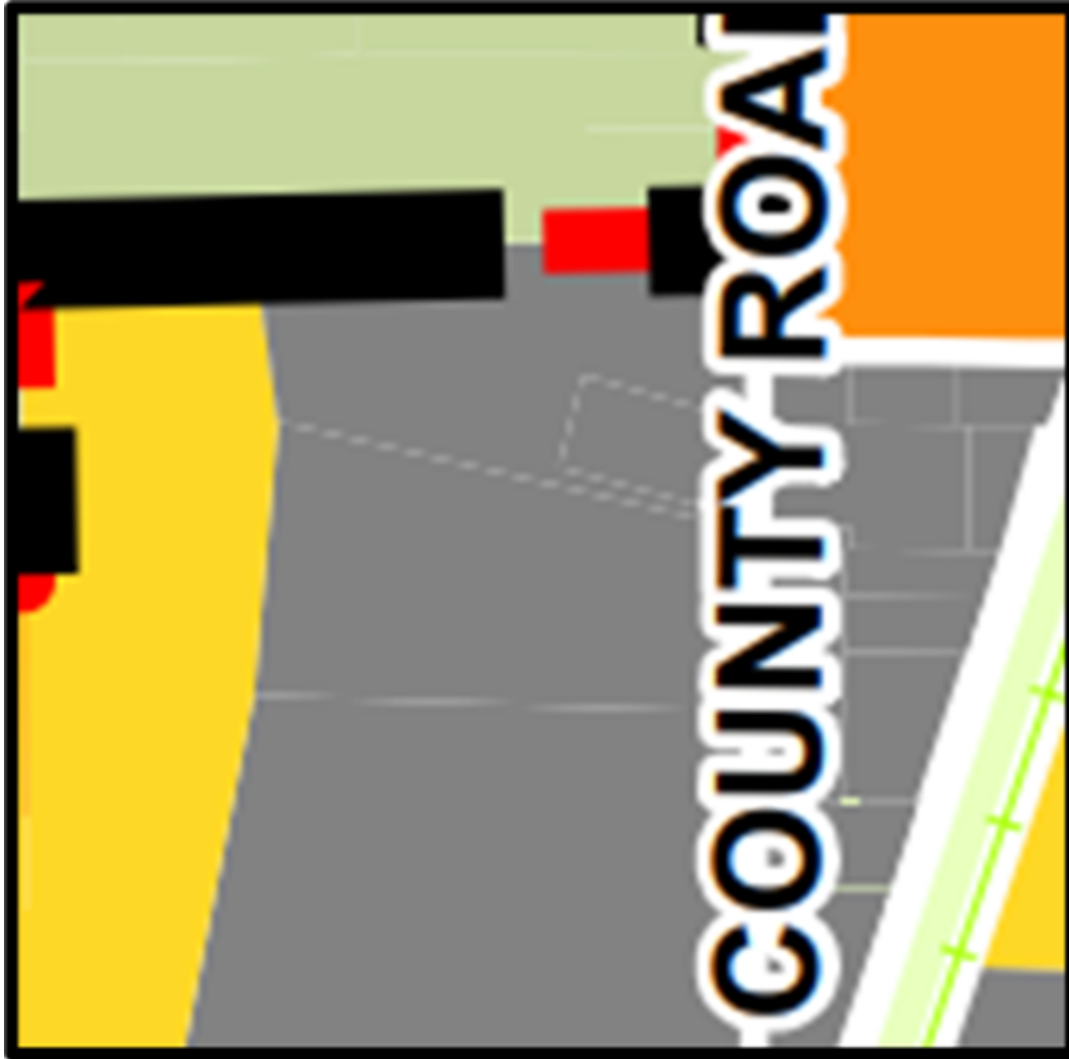
- ☐ Multi-family buildings will be served by valet trash service with trash compactors contained within each building's respective parking garage. Townhouse residences will utilize single-family home rolling bins.

Attached (Exhibit B) are the applications justifications associated with the requested modified development standards.

Conformance with the Anna2050 Comprehensive Plan

Future Land Use Plan

The Future Land Use Plan designates this property as Professional Campus (PC) - gray coloring.



Character & Intent *The Professional Campus designated area is intended to provide office jobs and is the location for major employers as well as smaller office or professional service companies. They typically locate near major transportation corridors and may include office parks or technology centers.*

Land Use Considerations

Primary Land Use

Higher education, research and technology, professional offices, medical, restaurant and retail

Secondary Land Use

Civic and institutional uses, parks and open space.

The location of the proposed development is not along a major thoroughfare. There are opportunities for professional offices, medical, restaurant, and retail uses within the

proposed development however the primary land use being proposed is residential.

SUMMARY:

The recently adopted Anna2050 Comprehensive Plan designates this area as future Professional Campus. This area is intended to provide office jobs and is a location for major employers as well as smaller office or professional service companies.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The proposed zoning request to allow for a primary multi-family development does not meet the character & intent of the Professional Campus designation.

The Planning & Zoning Commission recommended denial, which requires a super majority vote by Council to approve the zoning request.

If the City Council votes to approve via super majority, staff has provided a DRAFT Ordinance for consideration.

ATTACHMENTS:

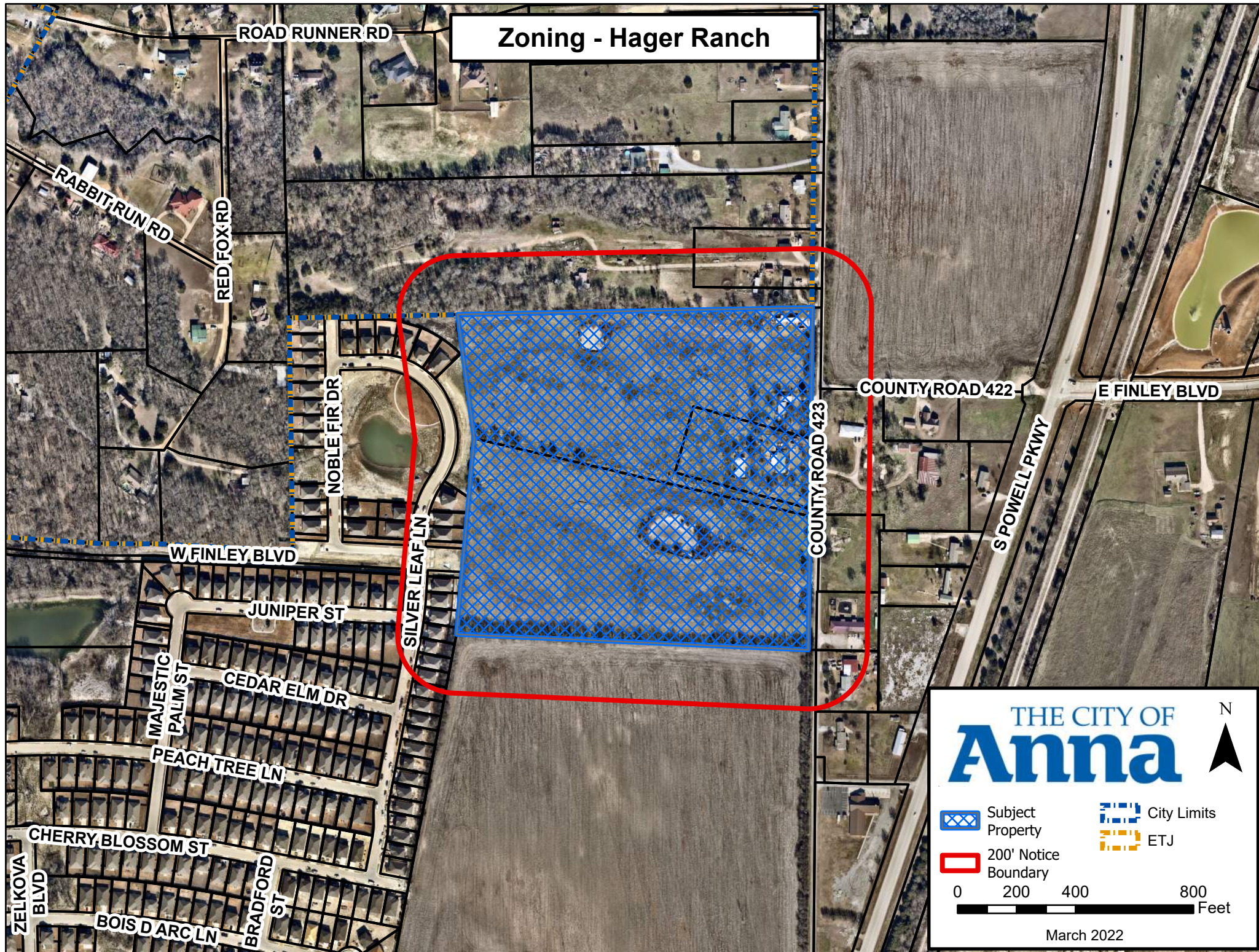
1. Hager Ranch Locator Map
2. DRAFT Ordinance - Hager Ranch
3. Exhibit 1 Ord. (Legal Descript Hager Ranch)
4. Exhibit 2 Ord. (CP Hager Ranch)
5. PZ - STAFF REPORT (Zoning) - Hager Ranch
6. Staff Report Exhibit A (CP) Hager Ranch
7. Staff Report Exhibit B (PD Stipulations) Hager Ranch
8. Responses - Hager Ranch CC

APPROVALS:

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

Created/Initiated - 5/16/2022
Final Approval - 5/17/2022

Zoning - Hager Ranch



CITY OF ANNA, TEXAS

(Property zoned under this ordinance is generally located on the west side of County Road 423, 1,410± feet north of South Powell Parkway [State Highway 5])

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

WHEREAS, the City has received a requested zoning amendment from James E Hager Trust on Property described in Exhibit 1 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located on the west side of County Road 423, 1,410± feet north of South Powell Parkway (State Highway 5) is zoned SF-E Single-Family Residential – Large Lot; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. Recitals Incorporated

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

Section 2. Zoning Change

The Anna City Code of Ordinances (the "Anna Code") are hereby amended by amending the zoning of the Property described in Exhibit 1 and as depicted in the Concept Plan on the attached Exhibit 2.

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of a high-quality Multiple-Family Residences and commercial project.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City's Zoning Ordinance shall apply.

3. Development Standards.

- A. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit B).
- B. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the SF-20.0 Single-Family Residence District (SF-20.0), MF-2 Multiple-Family Residential – High Density (MF-2) zoning district, C-2 General Commercial (C-2) and the Planning and Development Regulations except as otherwise specified herein.

- i. Commercial lot (Block A, Lot 2)

- a. Prohibited Uses:

- 1. Bed-and-breakfast facility
 - 2. Travel trailer park
 - 3. Kennel (no outside pens)
 - 4. Kennel (outside pens)
 - 5. Stadium or playfield, public
 - 6. Electrical substation
 - 7. Gas metering station
 - 8. Heliport or helistop
 - 9. Radio, TV or microwave oper., amateur
 - 10. Radio, TV or microwave oper., commer.
 - 11. Solid waste transfer station
 - 12. Transit station or turnaround
 - 13. Auto leasing and rental
 - 14. Auto parts sales (inside)
 - 15. Auto repair, minor
 - 16. Automobile and trailer sales area, new
 - 17. Automobile and trailer sales area, used
 - 18. Automobile service station
 - 19. Bus terminal
 - 20. Car wash
 - 21. Motorcycle sales and service
 - 22. Quick oil change facility

23. Quick tune-up facility
24. Tire dealer (no outside storage)
25. Tire dealer (with outside storage)
26. Tire retreading and recapping
27. Truck and bus leasing
28. Truck or motor freight terminal
29. Truck sales
30. Truck stop
31. Engine and motor repair
32. Farm equipment, sales and service
33. Flea market
34. Nude modeling studio
35. Pawn shop
36. Trailer, manufactured housing or mobile home display and sales
37. Trailer rental

b. Landscape Setback on major thoroughfare: 10 feet

c. Screening wall: A screening wall is not required between the commercial lot (Block A, Lot 2) and multiple-family residential – high density lot (Block A, Lot 1).

ii. Multiple-Family Residential – High Density (MF-2) (Block A, Lot 1 & Block B, Lot 1)

a. Maximum number of units: 685 dwelling units

b. Permitted Uses:

1. Townhomes

2. Flex space units:

A. Each building may be designed with flex space units. Flex space units are defined as ground floor unit that may be occupied by a residential use, a nonresidential use, or both. Flex space units must have an individual exterior entrance and a minimum floor-to-ceiling separation of 12 feet. A flex space unit must be constructed to accommodate nonresidential uses and may not be modified to prevent nonresidential occupancy.

B. Permitted uses: Uses as permitted by right or by specific use permit in the C-1 zoning district are permitted by right or with a specific use permit within the flex space units except Automotive and Related Service Uses.

c. Parking:

1. Covered Parking: 50% of required parking

2. Garage Parking Spaces: 9'x18'

- d. Screening wall maximum height: 6 feet; A screening wall is not required between the commercial lot (Block A, Lot 2) and multiple-family residential – high density lot (Block A, Lot 1).
- e. Refuse Facilities: Multi-family buildings will be served by valet trash service with trash compactors contained within each building's respective parking garage. Townhouse residences will utilize single-family home rolling bins.
- f. Multiple-Family Residences (apartment buildings) Use Design Standards:
 - 1. Maximum Height: 54 feet/ 4-stories
 - 2. Three- and four-story buildings shall be setback a minimum distance of 150' from the Pecan Grove, Phase IV subdivision.
- g. Townhomes Use Design Standards:
 - 1. Maximum height: 35 feet/ 2-stories

C. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Concept Plan. Non-substantial changes of detail on the final development plan(s) that differ from the Concept Plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.

D. The Concept Plan will expire after two (2) years of approval.

Section 3. **Official Zoning Map**

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. **Savings, Repealing and Severability Clauses**

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

provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

Section 5. Penalty

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

Section 6. Publication of the Caption and Effective Date

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

PASSED by the City Council of the City of Anna, Texas this 24th day of May 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

**ST. LOUIS**

Power House at Union Station
401 S. 18th Street, Suite 200
St. Louis, MO 63103
314.984.9887 tel

ST. CHARLES

1520 S. Fifth Street
Suite 307
St. Charles, MO 63303
636.978.7508 tel

DALLAS

6175 Main Street
Suite 367
Frisco, TX 75034
972.624.6000 tel

PHOENIX

2701 E. Camelback Road
Suite 175
Phoenix, AZ 85016
602.795.4111 tel

22-0024 30.13 ACRE TRACT PROPERTY DESCRIPTION:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE R.C. INGRAHAM SURVEY, ABSTRACT NO. 464, IN COLLIN COUNTY, TEXAS, AND BEING THOSE THREE TRACTS OF LAND CONVEYED TO JAMES E. HAGER AND WIFE, JEANNE HAGER, BY DEEDS RECORDED IN VOLUME 6474, PAGE 196, VOLUME 4786, PAGE 177, AND VOLUME 3188, PAGE 172, DEED RECORDS, COLLIN COUNTY, TEXAS, (D.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID CORNER BEING IN THE EAST LINE AND THE NORTHEAST CORNER OF THAT LOT 3, BLOCK X (HOA LOT) OF PECAN GROVE PHASE IV, AN ADDITION RECORDED IN VOLUME 2020, PAGE 349, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID CORNER BEING IN THE SOUTH LINE OF THAT TRACT OF LAND CONVEYED TO THAT TRACT OF LAND CONVEYED TO NAOMI R. PARCHMAN, F.K.A NAOMI R. COPELAND, AS HER SOLE AND SEPARATE PROPERTY, RYAN PATRICIA COTTRELL, AS HIS SOLE AND SEPARATE PROPERTY, JASON L. ADAMS, AS HIS SOLE AND SEPARATE PROPERTY, ALISHA S. RIGGS, AS HER SOLE AND SEPARATE PROPERTY, RUSTIN J. ADAMS, AS HIS SOLE AND SEPARATE PROPERTY, TIMOTHY BRANDON ADAMS, AS HIS SOLE AND SEPARATE PROPERTY, CASEY PAUL ADAMS, AS HIS SOLE AND SEPARATE PROPERTY, HOLLY ANN JACKSON, AS HER SOLE AND SEPARATE PROPERTY, SARA RENO, AS HER SOLE AND SEPARATE PROPERTY, AMBER MORTON, AS HER SOLE AND SEPARATE PROPERTY, AND RUSSELL COPELAND, AS HIS SOLE AND SEPARATE PROPERTY, BY DEED RECORDED IN INSTRUMENT NUMBER 20180611000714390, (D.R.C.C.T), AND BEING AT THE NORTHWEST COMER OF THAT TRACT HEREIN DESCRIBED;

THENCE NORTH 88 DEGREES 52 MINUTES 22 SECONDS EAST, WITH THE SOUTH LINE OF SAID COPELAND TRACT, A DISTANCE OF 1202.80 FEET TO A POINT FOR CORNER, SAID CORNER BEING IN THE WEST LINE OF COUNTY ROAD 423 FROM WHICH A PK NAIL FOUND BEARS NORTH 88 DEGREES 52 MINUTES 22 SECONDS EAST, 31.14 FEET FOR REFERENCE;

THENCE SOUTH 00 DEGREES 41 MINUTES 57 SECONDS, WITH THE WEST LINE OF SAID COUNTY ROAD 423, A DISTANCE OF 1160.54 FEET TO A FENCE POST FOR CORNER, SAID CORNER BEING IN THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO J. CLAYTON KENNEDY, TRUSTEE OF THE KENNEDY 2012 INVESTMENT TRUST UTAD OCTOBER 24, 2012 (AS TO AN UNDIVIDED 50% INTEREST) AND J. CLAYTON KENNEDY, TRUSTEE OF THE KENNEDY DESCENDANTS 2012 IRREVOCABLE TRUST UTAD OCTOBER 24, 2012 (AS TO AN UNDIVIDED 50% INTEREST) BY DEED RECORDED IN INSTRUMENT NUMBER 20190313000263910,

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE / GIS / ADA TRANSITION PLANNING

Cole & Associates, Inc. is a Missouri Corporation d.b.a. Cole Design Group, Inc. in Arizona and Texas, herein referred to as "Cole"
Texas Board of Professional Land Surveying Corporate Registration #10193871
Texas Board of Professional Engineers Registration #F-10253

(D.R.C.C.T.) FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS SOUTH 87 DEGREES 26 MINUTES 49 SECONDS EAST, 30.43 FEET FOR REFERENCE;

THENCE NORTH 87 DEGREES 26 MINUTES 49 WEST, WITH THE NORTH LINE OF SAID KENNEDY TRACT, A DISTANCE OF 1193.30 FEET TO A POINT FOR CORNER, SAID CORNER BEING IN THE EAST LINE OF LOT 17, BLOCK B OF THE AFORESAID PECAN GROVE, PHASE IV ADDITION;

THENCE NORTH 05 DEGREES 07 MINUTES 39 SECONDS EAST, A DISTANCE OF 668.10 FEET TO A FENCE OST FOR CORNER;

THENCE NORTH 07 DEGREES 37 MINUTES 35 SECONDS WEST, A DISTANCE OF 421.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,312,492 SQUARE FEET OR 30.13 ACRES OF LAND.

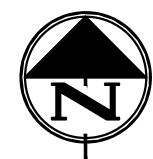


DANIEL L. JACKSON
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5577
EMAIL: LJACKSON@COLETX.COM
PROJECT NO. 22-0024



FLOOD PLAIN NOTE

THE SITE IS LOCATED IN FLOOD HAZARD UNSHADED ZONE X, ACCORDING TO
FEDERAL EMERGENCY MANAGEMENT ASSOCIATION (FEMA) FLOOD
INSURANCE RATE MAP (FIRM) PANEL NO. 48085C0160J, EFFECTIVE DATE
JUNE 2, 2009.



60' 0' 60' 120'
SCALE: 1" = 60'

LEGEND

[Pattern] = FIRE LANE

(C) = PARKING SPACE COUNT (TYP.)

SITE DATA SUMMARY TABLE

GENERAL SITE DATA	BLOCK A, LOT 1	BLOCK A, LOT 2	BLOCK A, LOT 3	BLOCK B, LOT 1
PROPOSED ZONING	PD-MF-2	PD-C-2	SF-20.0	PD-MF-2
LAND USE (FROM ZONING ORDINANCE)	MULTI-FAMILY RESIDENTIAL	RESTAURANT / RETAIL	SINGLE-FAMILY RESIDENTIAL	MULTI-FAMILY RESIDENTIAL
LOT AREA [SQ. FT. / AC.]	505,845 / ±11.612	73,993 / ±1.698	13,639 / ±0.313	636,816 / ±14.619
BUILDING FOOTPRINT AREA ¹ [SQ. FT.]	148,214	5,000	2,000 (ESTIMATED)	220,321
BUILDING AREA ² [SQ. FT.]	355,024	5,000	2,000 (ESTIMATED)	570,950
BUILDING HEIGHT [NO. OF STORIES]	4	1	1	4
MAX. BUILDING HEIGHT [FT.]	54	28	UNKNOWN	54
LOT COVERAGE [PERCENT - X.XX%]	29.30	6.75	14.66 (ESTIMATED)	34.60
TOTAL MULTI-FAMILY UNIT COUNT	216	N/A	N/A	444
TOTAL TOWNHOME UNIT COUNT	20	N/A	N/A	5
LANDSCAPE AREA	BLOCK A, LOT 1	BLOCK A, LOT 2	BLOCK A, LOT 3	BLOCK B, LOT 1
RECD. INTERNAL LANDSCAPE AREA [SQ. FT. - 8 SQ. FT. / PARKING SPACE]	920 SQ. FT.	856 SQ. FT.	N/A	544 SQ. FT.
ADDTL. INTERIOR LANDSCAPE AREA [SQ. FT.]	774 SQ. FT.	1,244 SQ. FT.	N/A	488 SQ. FT.
TOTAL LANDSCAPE AREA [SQ. FT.]	220,580 SQ. FT.	15,228 SQ. FT.	N/A	232,010 SQ. FT.

¹ - BUILDING FOOTPRINT AREA INCLUDES THE PROPOSED BUILDING AND THE PROPOSED PARKING GARAGES.
² - BUILDING AREA INCLUDES THE PROPOSED BUILDING AREA AND EXCLUDES THE PROPOSED PARKING GARAGES.

PARKING CALCULATIONS TABLE

MULTI-FAMILY (BLOCK A, LOT 1 AND BLOCK B, LOT 1)

PARKING REQUIRED	PARKING PROVIDED
PARKING RATIO: 2.00 TENANT SPACES / UNIT = 1,320 SPACES 0.25 VISITOR SPACES / UNIT = 165 SPACES 2.00 SPACES / TOWNHOME = 50 SPACES TOTAL SPACES REQUIRED = 1,535 SPACES	TOTAL SPACES PROVIDED: 1,535 SPACES TOWNHOMES: 50 SPACES AMENITY CENTER: 48 SPACES PARKING GARAGE 1: 415 SPACES PARKING GARAGE 2: 467 SPACES PARKING GARAGE 3: 457 SPACES PARALLEL SURFACE SPACES: 89 SPACES 90-DEGREE SURFACE SPACES: 59 SPACES
MULTI-FAMILY COVERED PARKING REQUIRED: 50% OF 1,320 SPACES = 660 SPACES TOWNHOME COVERED PARKING REQUIRED: 2.00 COVERED SPACES PER UNIT = 50 SPACES TOTAL COVERED SPACES REQUIRED = 710 SPACES	TOTAL COVERED SPACES PROVIDED: 710 SPACES TOWNHOMES: 50 SPACES PARKING GARAGE 1: 204 SPACES PARKING GARAGE 2: 231 SPACES PARKING GARAGE 3: 225 SPACES
ACCESSIBLE (ADA) PARKING REQUIRED: AMENITY CENTER: 2 SPACES PARKING GARAGE 1: 9 SPACES PARKING GARAGE 2: 9 SPACES PARKING GARAGE 3: 11 SPACES	ACCESSIBLE PARKING PROVIDED: AMENITY CENTER: 2 SPACES PARKING GARAGE 1: 9 SPACES PARKING GARAGE 2: 9 SPACES PARKING GARAGE 3: 11 SPACES
RETAIL (BLOCK A, LOT 2)	
PARKING REQUIRED RESTAURANT: 10 SPACES / 1,000 SQ. FT. GFA = 50 SPACES ACCESSIBLE (ADA) PARKING REQUIRED = 5	PARKING PROVIDED 107 SPACES 5 SPACES
SINGLE-FAMILY RESIDENCE DISTRICT [SF-20.0] (BLOCK A, LOT 3)	
EXISTING MANUFACTURED HOME PARKING REQUIRED: 2 SPACES	PARKING PROVIDED: 2 SPACES

CITY OF ANNA OPEN SPACE ANALYSIS

REQUIRED			
TYPE	REQUIREMENT	NO. OF UNITS	TOTAL
1-BEDROOM	600 SQ. FT.	256	153,600 SQ. FT.
2-BEDROOM	900 SQ. FT.	404	363,600 SQ. FT.
3-BEDROOM (TOWNHOMES ONLY)	1,200 SQ. FT.	25	30,000 SQ. FT.
TOTAL:			547,200 SQ. FT.
PROVIDED			
TYPE	AREA	% OF TOTAL SPACE	
AMENITY CENTER AREA	19,782 SQ. FT.	3.76%	
MULTI-FAMILY COURTYARD AREAS	32,051 SQ. FT.	6.08%	
DETENTION POND (AREA DIVIDED BY 2)	22,465 SQ. FT.	4.26%	
LANDSCAPED OPEN SPACE	452,590 SQ. FT.	85.90%	
TOTAL	526,888 SQ. FT.	100.00%	

CONCEPTUAL SITE PLAN
HAGER RANCH
BLOCK A, LOTS 1, 2, & 3 & BLOCK B, LOT 1
±30.13-ACRE TRACT OF LAND

OUT OF THE
R.C. INGRAHAM SURVEY ABSTRACT 464
CITY OF ANNA, COLLIN COUNTY, TEXAS

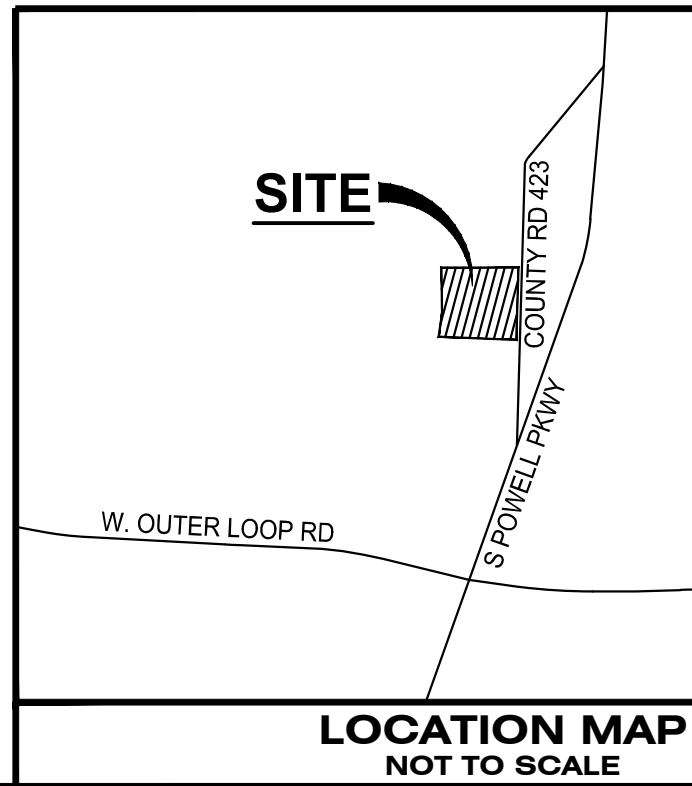
DATE: MARCH 29, 2022

OWNER
LADY BIRD TX HOMES, INC.
3900 S. STONE BRIDGE DR.
SUITE 304
MCKINNEY, TX 75013
PHONE: (972) 914-1669
VAMSI GALI

ENGINEER / PREPARER
COLE DESIGN GROUP
6175 MAIN STREET
SUITE 367
FRISCO, TEXAS 75034
PHONE: 469.880.7910
DYLAN T. BLACKSHEAR, P.E.

SURVEYOR
COLE DESIGN GROUP
6175 MAIN STREET
SUITE 367
FRISCO, TEXAS 75034
PHONE: 940.440.2696
DANIEL L. JACKSON, RPLS

SITE



LOCATION MAP
NOT TO SCALE

+ DALLAS
Frisco Square
6175 Main Street
Suite 367
Frisco, TX 75034
www.colearch.com

COLE

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Texas Board of Professional Engineers and Land Surveyors
Registration #10193871

DESIGN/CALC BY CPW
DRAWN BY JH
CHECKED BY DTB
DRAWING SCALE 1" = 60'
DATE 3/29/2022
Job Number 22-0024
Sheet Number

EXH.01

DEVELOPER/OWNER:
LADY BIRD TX HOMES, INC.
3900 S. STONEBRIDGE DRIVE
SUITE 304, MCKINNEY, TX 75070
PHONE (972) 914-1669

This document is released
for the purpose of
preliminary review
under the authority of
DYLAN T. BLACKSHEAR
P.E. No. 117571
date: 3/29/22.
It is not to be used for
bidding, permitting or
construction purposes.

HAGER RANCH
9241 COUNTY ROAD 423
ANNA, TEXAS 75409

CONCEPT PLAN

EXHIBIT 2

KENNEDY 2012 INVESTMENT TRUST &
KENNEDY DESCENDANTS 2012 IRREVOCABLE TRUST

CITY OF ANNA

PLANNING & ZONING COMMISSION

April 4, 2022

Public Hearing: Zoning – Hager Ranch

Applicant: James E Hager Trust

DESCRIPTION:

Request to rezone 30.1± acres located on the west side of County Road 423, 1,410± feet north of N. Powell Parkway (State Highway 5) from SF-E Single-Family Residential – Large Lot (SF-E) to SF-20.0 Single-Family Residence District (SF-20.0) and Planned Development-MF-2 Multiple-Family Residential – High Density/C-2 General Commercial (PD-MF-2/C-2) with modified development standards.

REMARKS:

The applicant is requesting to rezone the property to allow for a mixed-use development that will include multiple-family, commercial, and single-family zoning which will include design standards that will allow for a development layout consisting of two-story townhome-style units, four-story apartment buildings with commercial flex units on the first floor, a commercial pad site, and preservation of an existing residential structure.

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

A concept plan (Exhibit A), Hager Ranch accompanies this request.

Surrounding Land Uses and Zoning

North	Farm located in the Extraterritorial Jurisdiction (ETJ).
East	Across County Road 423, vacant tract and two single-family dwelling, detached zoned SF-E Single-Family Residential – Large Lot and one vacant tract zoned C-2 General Commercial.
South	Vacant tract zoned SF-E Single-Family Residential – Large Lot.

West	Single-family dwelling, detached and one common area lot, zoned Planned Development-SF-72 Single-Family Residential (Ord. No. 2002-27A) [Pecan Grove, Phase IV].
------	--

Proposed Planned Development Stipulations

The requested zoning is PD-MF-2/C-2 and SF-20.0. This Planned Development is to allow for a high-density, multiple-family residence and commercial uses. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to rezone the subject property to allow for multiple-family residences and commercial uses while preserving the existing single-family dwelling.

Design Standards - The language in the proposed PD district would allow for modified development standards associated with the multiple-family residence development and a reduced landscape buffer for the commercial pad site.

Landscape setbacks on major thoroughfares – Sec. 9.06.007 (Setbacks) of the Landscape Regulations call for a 20-foot landscape buffer for commercial properties.

For nonresidential and multiple-family parcels, a minimum 20-foot landscape buffer adjacent to the right-of-way of any major thoroughfare is required. If the lot is a corner lot, all frontages shall be required to observe the 20-foot buffer. For the purposes of this article, a major thoroughfare is any proposed or existing thoroughfare with an ultimate right-of-way width of 60 feet or greater.

- The applicant is requesting to reduce the landscape buffer to 10 feet for the commercial property (Block A, Lot 2).

Maximum Height – Appendix 1 (Residential Zoning District Area Regulations) of the Zoning Ordinance identifies a maximum height of 45 feet within the MF-2 zoning district.

- The applicant is requesting to increasing the height of the larger multiple-family residences to 54 feet / 4-stories.
- The townhome product would be limited to two stories.

Covered Parking Reduction – Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is requesting to reduce the covered parking from 75% to 50% to allow for flexibility in the design

Parking Garage Space Dimensions – The City of Anna Zoning Ordinance and Engineering Design Standards do not contain separate design standards for parking garages spaces from a parking lot.

Ninety-degree parking ('Figures 2.4a and 2.4b) — Each parking space shall not be less than nine (9) feet in width and eighteen (18) feet in length with two (2) feet of overhang between curb and sidewalk or property line (20-foot minimum). Dual head in parking spaces should be a minimum of twenty (20) feet in length; Aisle width shall not be less than twenty-four (24) feet.

- The applicant is requesting parking spaces in the parking garage to be nine (9) feet in width and eighteen (18) feet in length.
- Other nearby communities have separate standards for parking garages or their required parking spaces standards are 9'x18':

Plano	Parking Garage Spaces Each standard parking space located in a parking garage shall measure not less than 8.5 feet by 17.5 feet with a 22-foot aisle width and shall be of usable shape and condition. Angle parking may be used.
Northlake	Each standard parking space located in a parking garage shall measure not less than ten (10') feet by eighteen (18') feet, exclusive of access drives or aisles.
Allen	Ninety-degree angle parking. Each parking space shall be not less than nine feet wide nor less than 18 feet in length. Maneuvering space shall be in addition to parking space and shall be not less than 24 feet wide. (not parking garage specific)

Flex Space Units – Sec. 9.04.020 (MF-2 zoning regulations) and Appendix 2 (Schedule of Uses) of the Zoning Ordinance identify a limited number of commercial uses being allowed either by-right or by issuance of a Specific Use Permit.

- The applicant is proposing each apartment building be designed with flex place units that could accommodate retail and/or service land uses. Flex space units are defined as a ground floor unit that may be occupied by a residential use, a nonresidential use, or both. Flex space units must have an individual exterior entrance and a minimum floor-to-ceiling separation of 12 feet. A flex-space unit must be constructed to accommodate nonresidential uses and may not be modified to prevent nonresidential occupancy.

Screening fence – Sec. 9.04.020 (MF-2 zoning regulations) and Sec. 9.04.023 (C-2 zoning regulations) of the Zoning Ordinance require screening between commercial properties and multiple-family residences.

- The applicant is requesting the minimum height for the Multiple-family Residential lots' screening walls to be 6 feet in height

- The applicant is requesting to not have a screening wall between the multiple-family residence (Block A, Lot 1) and commercial property (Block A, Lot 2).
- The applicant is proposing to restrict uses on the commercial property to create a more cohesive mixed-use development.

Refuse Facilities – Sec. 9.04.020 (MF-2 zoning regulations) of the Zoning Ordinance contains standards for refuse facilities:

Every dwelling unit in a multifamily complex shall be located within 250 feet of a refuse facility, measured along the designated pedestrian and vehicular travel way. There shall be available at all times at least six cubic yards of refuse container per 30 multifamily dwelling units. For complexes with less than 30 units, no less than four cubic yards of refuse container shall be provided. Each refuse facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Refuse containers shall be provided and maintained in a manner to satisfy city public health and sanitary regulations. Each refuse facility shall be located so as to provide safe and convenient pickup by refuse collection agencies.

- Multi-family buildings will be served by valet trash service with trash compactors contained within each building's respective parking garage. Townhouse residences will utilize single-family home rolling bins.

Conformance with the Anna2050 Comprehensive Plan

Future Land Use Plan

The Future Land Use Plan designates this property as Professional Campus (PC).

Character & Intent *The Professional Campus designated area is intended to provide office jobs and is the location for major employers as well as smaller office or professional service companies. They typically locate near major transportation corridors and may include office parks or technology centers.*

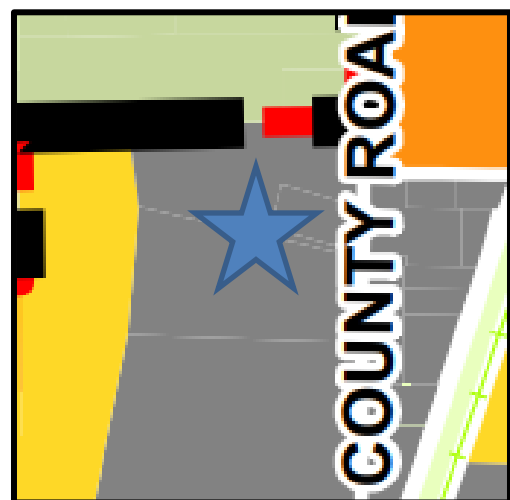
Land Use Considerations

Primary Land Use

Higher education, research and technology, professional offices, medical, restaurant and retail

Secondary Land Use

Civic and institutional uses, parks and open space.



The location of the proposed development is not along a major thoroughfare. There are opportunities for professional offices, medical, restaurant, and retail uses within the proposed development however the primary land use being proposed is residential.

SUMMARY:

Request to rezone 30.1± acres located on the west side of County Road 423, 1,410± feet north of State Highway 5 from SF-E Single-Family Residential - Large Lot to Planned Development-MF-2 Multiple-Family Residential – High Density/C-2 General Commercial with modified development standards and SF-20.0 Single-Family Residence.

RECOMMENDATION:

Below are recommended restrictions if the Commission votes in favor of the zoning request:

Restrictions:

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit B).
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the SF-20.0 Single-Family Residence District (SF-20.0), MF-2 Multiple-Family Residential – High Density (MF-2) zoning district, C-2 General Commercial (C-2) and the Planning and Development Regulations except as otherwise specified herein.
 - a. Commercial lot (Block A, Lot 2)
 - i. Prohibited Uses:
 - A. Bed-and-breakfast facility
 - B. Travel trailer park
 - C. Kennel (no outside pens)
 - D. Kennel (outside pens)
 - E. Stadium or playfield, public
 - F. Electrical substation
 - G. Gas metering station
 - H. Heliport or helistop
 - I. Radio, TV or microwave oper., amateur
 - J. Radio, TV or microwave oper., commer.
 - K. Solid waste transfer station
 - L. Transit station or turnaround
 - M. Auto leasing and rental
 - N. Auto parts sales (inside)
 - O. Auto repair, minor

- P. Automobile and trailer sales area, new
- Q. Automobile and trailer sales area, used
- R. Automobile service station
- S. Bus terminal
- T. Car wash
- U. Motorcycle sales and service
- V. Quick oil change facility
- W. Quick tune-up facility
- X. Tire dealer (no outside storage)
- Y. Tire dealer (with outside storage)
- Z. Tire retreading and recapping
- AA. Truck and bus leasing
- BB. Truck or motor freight terminal
- CC. Truck sales
- DD. Truck stop
- EE. Engine and motor repair
- FF. Farm equipment, sales and service
- GG. Flea market
- HH. Nude modeling studio
- II. Pawn shop
- JJ. Trailer, manufactured housing or mobile home display and sales
- KK. Trailer rental

ii. Landscape Setback on major thoroughfare: 10 feet

iii. Screening wall: A screening wall is not required between the commercial lot (Block A, Lot 2) and multiple-family residential – high density lot (Block A, Lot 1).

b. Multiple-Family Residential – High Density (MF-2) (Block A, Lot 1 & Block B, Lot 1)

i. Maximum number of units: 685 dwelling units

ii. Permitted Uses:

A. Townhomes

B. Flex space units:

1. Each building may be designed with flex space units. Flex space units are defined as ground floor unit that may be occupied by a residential use, a nonresidential use, or both. Flex space units must have an individual exterior entrance and a minimum floor-to-ceiling separation of 12 feet. A flex space unit must be constructed to accommodate nonresidential uses and

may not be modified to prevent nonresidential occupancy.

2. Permitted uses: Uses as permitted by right or by specific use permit in the C-1 zoning district are permitted by right or with a specific use permit within the flex space units except Automotive and Related Service Uses.

iii. Parking:

A. Covered Parking: 50% of required parking

B. Garage Parking Spaces: 9'x18'

- iv. Screening wall maximum height: 6 feet; A screening wall is not required between the commercial lot (Block A, Lot 2) and multiple-family residential – high density lot (Block A, Lot 1).

- v. Refuse Facilities: Multi-family buildings will be served by valet trash service with trash compactors contained within each building's respective parking garage. Townhouse residences will utilize single-family home rolling bins.

- vi. Multiple-Family Residences (apartment buildings) Use Design Standards:

A. Maximum Height: 54 feet/ 4-stories

B. Three- and four-story buildings shall be setback a minimum distance of 150' from the Pecan Grove, Phase IV subdivision.

- vii. Townhomes Use Design Standards:

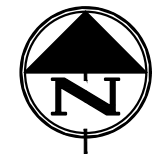
A. Maximum height: 35 feet/ 2-stories

3. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Concept Plan. Non-substantial changes of detail on the final development plan(s) that differ from the Concept Plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.
4. The Concept Plan will expire after two (2) years of approval.

FLOOD PLAIN NOTE

THE SITE IS LOCATED IN FLOOD HAZARD UNSHADED ZONE X, ACCORDING TO
FEDERAL EMERGENCY MANAGEMENT ASSOCIATION (FEMA) FLOOD
INSURANCE RATE MAP (FIRM) PANEL NO. 48085C0160J, EFFECTIVE DATE
JUNE 2, 2009.

COTTRELL RYAN PATRICIA & ETAL



60' 0' 60' 120'

SCALE: 1" = 60'

LEGEND

[Pattern] = FIRE LANE

(C) = PARKING SPACE COUNT (TYP.)

SITE DATA SUMMARY TABLE

GENERAL SITE DATA	BLOCK A, LOT 1	BLOCK A, LOT 2	BLOCK A, LOT 3	BLOCK B, LOT 1
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LOT AREA [SQ. FT. / AC.]	505,845 / ±11.612	73,993 / ±1.698	13,639 / ±0.313	636,816 / ±14.619
BUILDING FOOTPRINT AREA ¹ [SQ. FT.]	148,214	5,000	2,000 (ESTIMATED)	220,321
BUILDING AREA ² [SQ. FT.]	355,024	5,000	2,000 (ESTIMATED)	570,950
BUILDING HEIGHT [NO. OF STORIES]	4	1	1	4
MAX. BUILDING HEIGHT [FT.]	54	28	UNKNOWN	54
LOT COVERAGE [PERCENT - X.XX%]	29.30	6.75	14.66 (ESTIMATED)	34.60
TOTAL MULTI-FAMILY UNIT COUNT	216	N/A	N/A	444
TOTAL TOWNHOME UNIT COUNT	20	N/A	N/A	5
LANDSCAPE AREA	BLOCK A, LOT 1	BLOCK A, LOT 2	BLOCK A, LOT 3	BLOCK B, LOT 1
RECD. INTERNAL LANDSCAPE AREA [SQ. FT. - 8 SQ. FT. / PARKING SPACE]	920 SQ. FT.	856 SQ. FT.	N/A	544 SQ. FT.
ADDTL. INTERIOR LANDSCAPE AREA [SQ. FT.]	774 SQ. FT.	1,244 SQ. FT.	N/A	488 SQ. FT.
TOTAL LANDSCAPE AREA [SQ. FT.]	220,580 SQ. FT.	15,228 SQ. FT.	N/A	232,010 SQ. FT.

¹ - BUILDING FOOTPRINT AREA INCLUDES THE PROPOSED BUILDING AND THE PROPOSED PARKING GARAGES.
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PARKING CALCULATIONS TABLE

MULTI-FAMILY (BLOCK A, LOT 1 AND BLOCK B, LOT 1)

PARKING REQUIRED	PARKING PROVIDED
PARKING RATIO: 2.00 TENANT SPACES / UNIT = 1,320 SPACES 0.25 VISITOR SPACES / UNIT = 165 SPACES 2.00 SPACES / TOWNHOME = 50 SPACES TOTAL SPACES REQUIRED = 1,535 SPACES	TOTAL SPACES PROVIDED: 1,535 SPACES TOWNHOMES: 50 SPACES AMENITY CENTER: 48 SPACES PARKING GARAGE 1: 415 SPACES PARKING GARAGE 2: 467 SPACES PARKING GARAGE 3: 457 SPACES PARALLEL SURFACE SPACES: 89 SPACES 90-DEGREE SURFACE SPACES: 59 SPACES
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CITY OF ANNA OPEN SPACE ANALYSIS

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TYPE	REQUIREMENT	NO. OF UNITS	TOTAL
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3-BEDROOM (TOWNHOMES ONLY)	1,200 SQ. FT.	25	30,000 SQ. FT.
TOTAL:			547,200 SQ. FT.
PROVIDED			
TYPE	AREA	% OF TOTAL SPACE	
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MULTI-FAMILY COURTYARD AREAS	32,051 SQ. FT.	6.08%	
DETENTION POND (AREA DIVIDED BY 2)	22,465 SQ. FT.	4.26%	
LANDSCAPED OPEN SPACE	452,590 SQ. FT.	85.90%	
TOTAL	526,888 SQ. FT.	100.00%	

CONCEPTUAL SITE PLAN
HAGER RANCH
BLOCK A, LOTS 1, 2, & 3 & BLOCK B, LOT 1
±30.13-ACRE TRACT OF LAND

OUT OF THE
R.C. INGRAHAM SURVEY ABSTRACT 464
CITY OF ANNA, COLLIN COUNTY, TEXAS

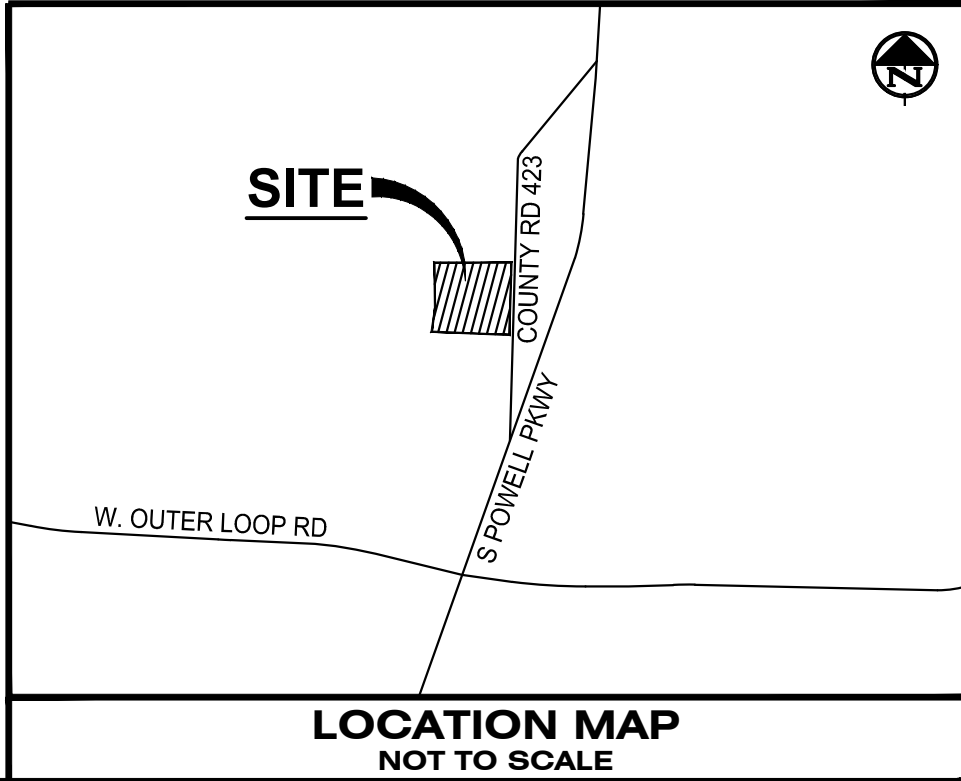
DATE: MARCH 29, 2022

OWNER
LADY BIRD TX HOMES, INC.
3900 S. STONE BRIDGE DR.
SUITE 304
MCKINNEY, TX 75013
PHONE: (972) 914-1669
VAMSI GALI

ENGINEER / PREPARER
COLE DESIGN GROUP
6175 MAIN STREET
SUITE 367
FRISCO, TEXAS 75034
PHONE: 469.880.7910
DYLAN T. BLACKSHEAR, P.E.

SURVEYOR
COLE DESIGN GROUP
6175 MAIN STREET
SUITE 367
FRISCO, TEXAS 75034
PHONE: 940.440.2696
DANIEL L. JACKSON, RPLS

SITE



DESIGN/CALC BY CPW
DRAWN BY JH
CHECKED BY DTB
DRAWING SCALE 1" = 60'
DATE 3/29/2022

Job Number
22-0024
Sheet Number

EXH.01

DEVELOPER/OWNER:

LADY BIRD TX HOMES, INC.
3900 S. STONEBRIDGE DRIVE
SUITE 304, MCKINNEY, TX 75070
PHONE (972) 914-1669

This document is released
for the purpose of
preliminary review
under the authority of
DYLAN T. BLACKSHEAR
P.E. No. 117571
date: 3/29/22.
It is not to be used for
bidding, permitting or
construction purposes.

HAGER RANCH
9241 COUNTY ROAD 423
ANNA, TEXAS 75409
CONCEPT PLAN

+ DALLAS
Frisco Square
6175 Main Street
Suite 367
Frisco, TX 75034
www.colearch.com

COLE
CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Texas Board of Professional Engineers and Land Surveyors
Registration #10193871

EXHIBIT A

KENNEDY 2012 INVESTMENT TRUST &
KENNEDY DESCENDANTS 2012 IRREVOCABLE TRUST

EXHIBIT B

Development of the Property shall comply with the following development standards provided below. The site shall comply with the City of Anna Zoning Ordinance utilizing 'MF-2' Multi-Family Residential – High Density base zoning with the concept plan and variances listed in the table below. In the event of a conflict between the provision of this Exhibit A, Exhibit B, and other exhibits to this ordinance, the provisions of Exhibit A shall control.

SECTION	STANDARD	PROPOSAL
Sec. 2.18 C. 1.	Ninety-degree parking ("Figures 2.4a and 2.4b) — Each parking space shall not be less than nine (9) feet in width and eighteen (18) feet in length with two (2) feet of overhang between curb and sidewalk or property line (20-foot minimum). Dual head in parking spaces should be a minimum of twenty (20) feet in length; Aisle width shall not be less than twenty-four (24) feet.	Ninety-degree parking in the multi-family parking garages – — Each parking space shall not be less than nine (9) feet in width and eighteen (18) feet. Dual head in parking spaces should be a minimum of eighteen (18) feet in length; Aisle width shall not be less than twenty-four (24) feet.
Sec. 9.04.020 (b) (1) Sec.9.04.019 (b) (1)	Any use permitted in the MF-1 district, except two-family dwelling units. Multiple-family dwellings and clustered multiple-family dwellings, which clustered in [or] multiple-family dwellings have a site plan approved by the planning and zoning commission for the particular project in which they are proposed.	Multiple-family dwellings and clustered multiple-family dwellings, including multifamily dwelling and townhouse residence buildings.
Sec. 9.04.020 (b) (1) Sec.9.04.019 (c) (2)	Any use permitted in the MF-1 district, except two-family dwelling units. Permitted specific uses. The following specific uses shall be permitted when granted in accordance with section 9.04.036: Townhouses, condominiums.	Five, five-unit townhouse residences; a total of 25 townhouse units.
Sec. 9.04.020 (d) (1) See Appendix 1 (area, setback, height, and coverage regulations)	Maximum height (feet) 45	Maximum height (feet) 54 / 4 stories.

Sec. 9.04.020 (g)	Refuse facilities. Every dwelling unit in a multifamily complex shall be located within 250 feet of a refuse facility, measured along the designated pedestrian and vehicular travel way. There shall be available at all times at least six cubic yards of refuse container per 30 multifamily dwelling units. For complexes with less than 30 units, no less than four cubic yards of refuse container shall be provided. Each refuse facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Refuse containers shall be provided and maintained in a manner to satisfy city public health and sanitary regulations. Each refuse facility shall be located so as to provide safe and convenient pickup by refuse collection agencies.	Multi-family buildings will be served by valet trash service with trash compactors contained within each building's respective parking garage. Townhouse residences will utilize single-family home rolling bins.
Sec. 9.04.020 (h)	Screening fence. Border fencing of masonry construction of not less than eight feet in height shall be installed by the builder at the time of construction of any multifamily complex, along the property line on any perimeter not abutting a public street or right-of-way. This fence shall be maintained throughout the existence of the multifamily complex by the owner of the complex.	Six-foot high masonry screening fencing is acceptable. No screening between Block A, Lot 1 and Block A, Lot 2.
Sec. 9.04.037 (a) (1)	Except as otherwise provided in this section, off-street parking	50% of required parking must be covered.

	spaces shall be provided as follows 2 per dwelling unit. 75% of required parking must be covered, plus 0.25 per dwelling unit for visitor parking and evenly dispersed.	
Sec. 9.04.039 (a) (1) (A) (iii)	Minimum height of screening device: Multifamily and industrial districts: 8' 0".	Multifamily and industrial districts: 6' 0". No screening between Block A, Lot 1 and Block A, Lot 2.
Sec. 9.06.007 (b)	Landscape setbacks on major thoroughfares. For nonresidential and multiple-family parcels, a minimum 20-foot landscape buffer adjacent to the right-of-way of any major thoroughfare is required. If the lot is a corner lot, all frontages shall be required to observe the 20-foot buffer. For the purposes of this article, a major thoroughfare is any proposed or existing thoroughfare with an ultimate right-of-way width of 60 feet or greater.	10-foot landscape buffers adjacent to the rights-of-way on Block A, Lot 2 are acceptable.

Development of the planned development property shall be developed as two blocks with two multiple-family lots and multiple units within the lots, one commercial lot, and one single family lot.

All 'C-2' – General Commercial District uses shall be allowed additionally per the table above, except the following:

1. Bed-and-breakfast facility
2. Travel trailer park
3. Kennel (no outside pens)
4. Kennel (outside pens)
5. Stadium or playfield, public
6. Electrical substation
7. Gas metering station
8. Heliport or helistop
9. Radio, TV or microwave oper., amateur
10. Radio, TV or microwave oper., commer.
11. Solid waste transfer station
12. Transit station or turnaround
13. Auto leasing and rental
14. Auto parts sales (inside)

15. Auto repair, minor
16. Automobile and trailer sales area, new
17. Automobile and trailer sales area, used
18. Automobile service station
19. Bus terminal
20. Car wash
21. Motorcycle sales and service
22. Quick oil change facility
23. Quick tune-up facility
24. Tire dealer (no outside storage)
25. Tire dealer (with outside storage)
26. Tire retreading and recapping
27. Truck and bus leasing
28. Truck or motor freight terminal
29. Truck sales
30. Truck stop
31. Engine and motor repair
32. Farm equipment, sales and service
33. Flea market
34. Nude modeling studio
35. Pawn shop
36. Trailer, manufactured housing or mobile home display and sales
37. Trailer rental



Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

High density or commercial zoning will make my
community de-value.

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Yulan Luo

Name (Please Print)

A handwritten signature in blue ink, appearing to read "Yulan Luo", written over a horizontal line.

Signature

704 Juniper St, Anna, TX 75409

Address

3/28/2022

Date

Please return form to:

USPS Mail:

City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:

Planning and Development Department
Public Works Building
3223 N. Powell Parkway
Anna, TX 75409

Or by e-mail to LMECKE@annatexas.gov

Subject: Zoning Response

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Too noisy. This is not a good place for high-density residential zone,
road is not good, school is already crowded.

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Yuanyuan Duan

Name (Please Print)

Yuanyuan Duan

Signature

2525 Silver Leaf Lane

Address

Apr. 1st, 2022

Date

Please return form to:

USPS Mail:

City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:

Planning and Development Department
Public Works Building
3223 N. Powell Parkway
Anna, TX 75409

Or by e-mail to LMECKE@annatexas.gov

Subject: Zoning Response

THE CITY OF
Anna

Planning & Development
Received 4/1/2022

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

WE ARE STRONGLY OPPOSED TO THIS ZONING CHANGE
For the following reasons:

- We purchased this house based on the public data/zoning/master plan of Anna. The 2050 plan shows this area as RURAL LIVING, not high density housing. This is a significant deviation from the master plan
- The impact to the infrastructure would be significant. There would be increased traffic in/out of the Pecan Grove neighborhood via Finley Blvd as a secondary exit out of the multi-family high density zone

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

KEVIN WALSH

Name (Please Print)

Kevin Walsh

Signature

716 Juniper St.

Address

4/1/2022

Date

Please return form to:

USPS Mail:

City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:

Planning and Development Department
Public Works Building
3223 N. Powell Parkway
Anna, TX 75409

Or by e-mail to LMECKE@annatexas.gov
Subject: Zoning Response

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Oppose to the request concerning saty,
~~the~~ high density population causing traffic, and
property value depreciation concern.

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Yue Liu

Name (Please Print)

Yue Liu

Signature

712 Cedar Elm Dr. Anna - TX.

Address

4/21/2022

Date

Please return form to:

USPS Mail:

City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:

Planning and Development Department
Public Works Building
3223 N. Powell Parkway
Anna, TX 75409

Or by e-mail to LMECKE@annatexas.gov

Subject: Zoning Response

THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

*This zone change will bring much more traffic.
It will devalue my single family property value.*

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Hong Zhao
Name (Please Print)

[Signature]
Signature

713 Juniper St. Anna, TX
Address

3/29/2022
Date

Please return form to:

USPS Mail:

City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:

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THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

Keep it single family Residential

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Olen Freeman
Name (Please Print)

Olen Freeman
Signature

708 Cedar Elm Dr
Address

4-10-2022
Date

Please return form to:

USPS Mail:

City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:

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Public Works Building
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THE CITY OF
Anna

Please circle one:

In favor of request

Neutral to request

Opposed to request

Comments:

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

BARBARA HEATH
Name (Please Print)

Barbara Heath
Signature

9030 CR 423
Address

3-28-2022
Date

Please return form to:

USPS Mail:

City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:

Planning and Development Department
Public Works Building
3223 N. Powell Parkway
Anna, TX 75409

Or by e-mail to LMECKE@annatexas.gov
Subject: Zoning Response



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding Hager Ranch, Concept Plan.
(Planning Manager Lauren Mecke)

SUMMARY:

Multiple-family residential, commercial, and single-family residence on 30.1± acres located on the west side of County Road 423, 1,410± feet north of State Highway 5.

This concept plan is associated with the zoning request to allow for a mixed-use development with modified development standards which is contingent upon approval of that request.

The purpose for the concept plan is to show the future multiple-family residential and commercial development and related site improvements.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The Concept Plan is in conformance with the proposed Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended denial of the requested zoning and the associated Concept Plan.

If the City Council votes to approve via super majority, staff has provided a DRAFT Resolution for consideration.

ATTACHMENTS:

1. Hager Ranch CP Locator Map

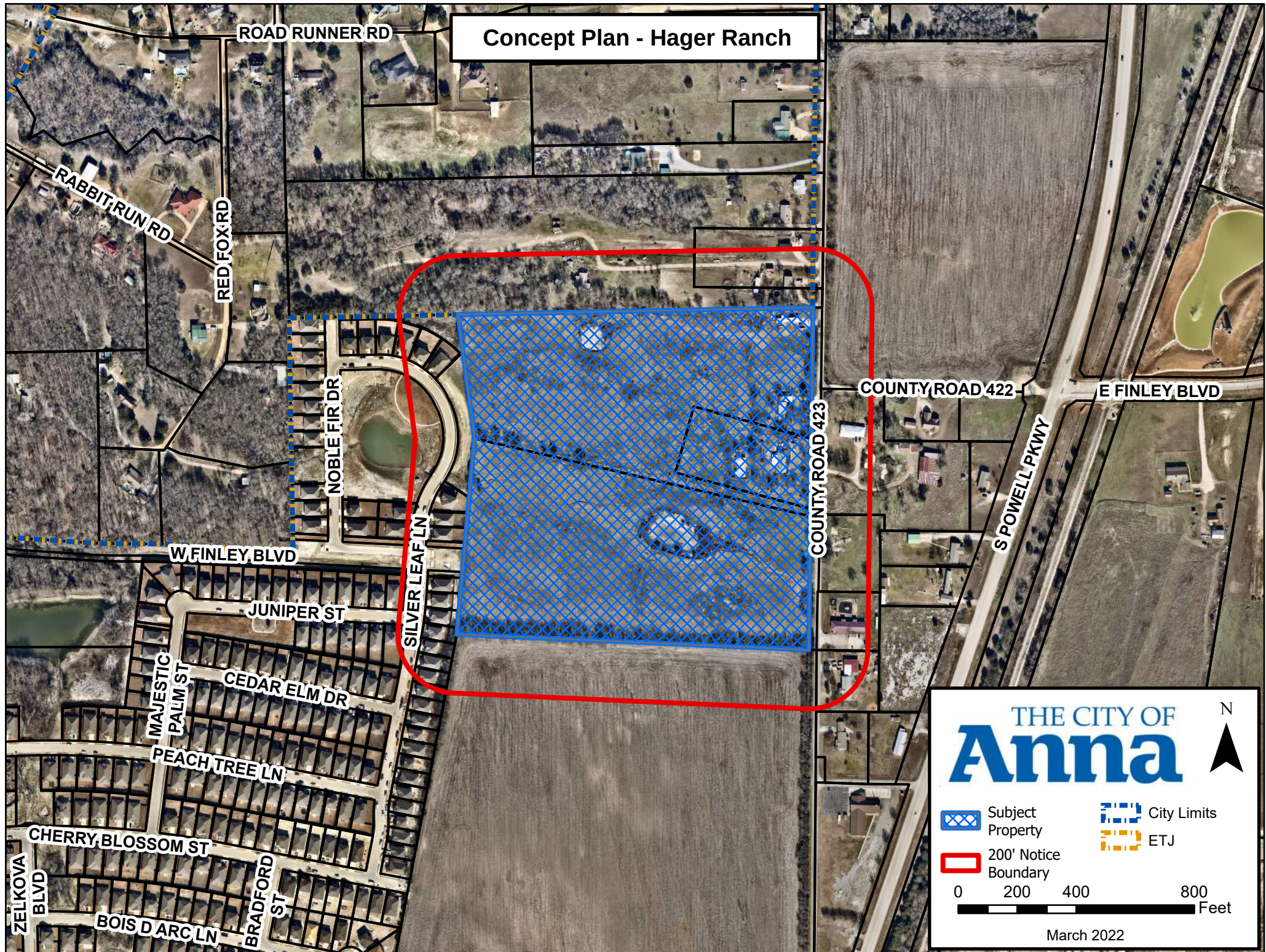
2. DRAFT Resolution - CP (Hager Ranch)
3. Exhibit A (CP) Hager Ranch

APPROVALS:

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

Created/Initiated - 4/29/2022
Final Approval - 5/5/2022

Concept Plan - Hager Ranch



THE CITY OF
Anna

N

Subject Property

City Limits

200' Notice Boundary

ETJ

0 200 400 800 Feet

March 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING HAGER RANCH, CONCEPT PLAN

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

WHEREAS, James E Hager Trust, has submitted an application for the approval of the Concept Plan for Hager Ranch; and

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Revised Concept Plan

The City Council hereby approves the Concept Plan for Hager Ranch attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 24th day of May 2022.

ATTEST:

APPROVED:

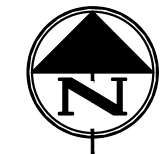
City Secretary, Carrie L. Land

Mayor, Nate Pike

FLOOD PLAIN NOTE

THE SITE IS LOCATED IN FLOOD HAZARD UNSHADED ZONE X, ACCORDING TO
FEDERAL EMERGENCY MANAGEMENT ASSOCIATION (FEMA) FLOOD
INSURANCE RATE MAP (FIRM) PANEL NO. 48085C0160J, EFFECTIVE DATE
JUNE 2, 2009.

COTTRELL RYAN PATRICIA & ETAL



60' 0' 60' 120'

SCALE: 1" = 60'

LEGEND

[Pattern] = FIRE LANE

(C) = PARKING SPACE COUNT (TYP.)

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HAGER RANCH
BLOCK A, LOTS 1, 2, & 3 & BLOCK B, LOT 1
±30.13-ACRE TRACT OF LAND

OUT OF THE
R.C. INGRAHAM SURVEY ABSTRACT 464
CITY OF ANNA, COLLIN COUNTY, TEXAS

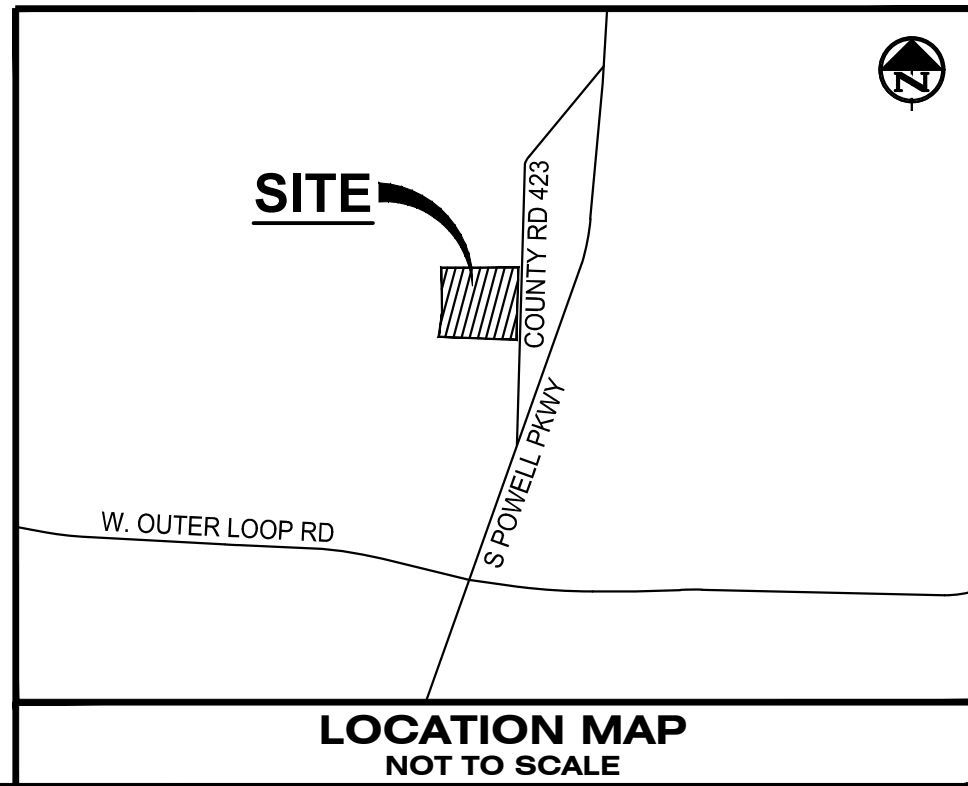
DATE: MARCH 29, 2022

OWNER
LADY BIRD TX HOMES, INC.
3900 S. STONE BRIDGE DR.
SUITE 304
MCKINNEY, TX 75013
PHONE: (972) 914-1669
VAMSI GALI

ENGINEER / PREPARER
COLE DESIGN GROUP
6175 MAIN STREET
SUITE 367
FRISCO, TEXAS 75034
PHONE: 469.880.7910
DYLAN T. BLACKSHEAR, P.E.

SURVEYOR
COLE DESIGN GROUP
6175 MAIN STREET
SUITE 367
FRISCO, TEXAS 75034
PHONE: 940.440.2696
DANIEL L. JACKSON, RPLS

SITE



DESIGN/CALC BY CPW
DRAWN BY JH
CHECKED BY DTB
DRAWING SCALE 1" = 60'
DATE 3/29/2022

Job Number
22-0024
Sheet Number

EXH.01

DEVELOPER/OWNER:

LADY BIRD TX HOMES, INC.
3900 S. STONEBRIDGE DRIVE
SUITE 304, MCKINNEY, TX 75070
PHONE (972) 914-1669

This document is released
for the purpose of
preliminary review
under the authority of
DYLAN T. BLACKSHEAR
P.E. No. 117571
date: 3/29/22.
It is not to be used for
bidding, permitting or
construction purposes.

HAGER RANCH
9241 COUNTY ROAD 423
ANNA, TEXAS 75409
CONCEPT PLAN

+ DALLAS
Frisco Square
6175 Main Street
Suite 367
Frisco, TX 75034
www.colearch.com
CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Texas Board of Professional Engineers and Land Surveyors
Registration #10193871
Cole is a registered firm in all states. Cole Design Group, Inc. is a registered firm in all states.

EXHIBIT A

KENNEDY 2012 INVESTMENT TRUST &
KENNEDY DESCENDANTS 2012 IRREVOCABLE TRUST



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding the Pruitt's Place, Block A, Lots 1 & 2, Minor Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Two single-family dwelling, detached lots on 2.9± acres located on the south side of Farm-to-Market Road 455 (FM 455), 965± feet west of Sheffield Drive. Zoned: Extraterritorial Jurisdiction (ETJ).

The purpose of the Minor Plat is to dedicate lot and block boundaries, and easements necessary for future development.

ISSUES:

The applicant is requesting a waiver from adopted city standards located within both the Subdivision Regulations and Design Standards.

1. Minimum frontage on a public street. Each lot on a subdivision plat shall front onto a dedicated, improved public street, unless platted as an approved private street subdivision in accordance with these subdivision regulations. All lots shall have a minimum of 40 feet of frontage along the property line of a dedicated, improved street unless other provisions have been authorized under article 9.04 or an approved planned development district.

Attached (Exhibit B) is the applicants' justification letter dated April 14, 2022, associated with the waiver request.

FINDINGS:

Where the city council finds that undue hardships will result from strict compliance with a certain provision(s) of the subdivision regulations and design regulations, or where the purposes of the regulations may be served to a greater extent by an alternative proposal, the city council may approve a waiver/suspension from any portion of the regulations so that substantial justice may be done and the public interest is secured, provided that the waiver/suspension shall not have the effect of nullifying the intent and purpose of the regulations, and further provided that the city council shall not approve a waiver/suspension unless it makes findings based upon the evidence presented to it in each specific case that:

(A) Granting the waiver/suspension will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the waiver/suspension will not prevent the orderly subdivision of other property in the vicinity;

- *The 30-foot access easement is an existing condition in which three lots would share. Currently, there is a single-family residence on Lot 1 and on Lot 2.*

(B) The conditions upon which the request for a waiver/suspension is based are unique to the property for which the waiver/suspension is sought, and are not applicable generally to other property

- *Both tracts of land have an existing 30-foot wide access easement for a distance of 785± feet until the developable portion of Lot 1 and an additional 519± feet until the developable portion of Lot 2.*

(C) Because of the particular physical surroundings, shape and/or topographical conditions of the specific property involved, a particular undue hardship to the property owner would result, as distinguished from a mere inconvenience or increased expense, if the strict letter of these regulations is carried out;

- *Due to the narrow width of the existing 30-foot access easement, the applicant is not able to meet the minimum 40 feet of frontage requirement.*

(D) The waiver/suspension will not in any manner vary the provisions of the zoning ordinance, comprehensive plan (as amended), or any other adopted plan(s) or ordinance(s) of the city;

- *The waiver request is specific to one standard contained within the Subdivision Ordinance and Design Standards.*

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Due to the property being located within the Extraterritorial Jurisdiction (ETJ) and the existence of a 30-foot access easement from the lots out to FM 455, the Planning &

Zoning Commission waiving the minimum frontage requirement on a dedicated improved public street.

ATTACHMENTS:

1. Pruitts Place Locator Map (2)
2. RESOLUTION - (MP) Pruitt's Place MP BL A LTS 1 & 2
3. Exhibit A (Stamped) - Pruitt' Place Minor Plat
4. Waiver Request Letter (Exhibit B) - Pruitt's Place Minor Plat (3)

APPROVALS:

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

Created/Initiated - 5/16/2022
Final Approval - 5/17/2022

Minor Plat - Pruitt's Place, Block A, Lots 1 & 2

E FM 455

SHEFFIELD

WHITE ROCK TRL

THE CITY OF
Anna

N

 Subject Property

 City Limits
 ETJ

0 200 400 800 Feet

April 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING PRUITT'S PLACE, BLOCK A, LOTS 1 & 2, MINOR PLAT

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

WHEREAS, Estate of Michael Pruitt – Wayne Gartman Temporary Administrator (the "Applicant") has submitted an application for the approval of the Pruitt's Place, Block A, Lots 1 & 2, Minor Plat (the "Property"); and

WHEREAS, The Applicant requests a waiver from the following regulation located within the Subdivision Regulations and Design Standards of the City of Anna;

- Minimum frontage on a public street.

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. Conditional waiver of minimum frontage on a public street.

(a) In granting the waiver as described, the City Council has examined the relevant evidence and finds that:

1. Granting the waiver will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the waiver will not prevent the orderly subdivision of other property in the vicinity;
 - *The 30-foot access easement is an existing condition in which three lots would share. Currently, there is a single-family residence on Lot 1 and Lot 2.*
2. The conditions upon which the request for a waiver/suspension are based is unique to the Property and are not applicable generally to other property;

- *Both tracts of land have an existing 30-foot wide access easement for a distance of 785± feet until the developable portion of Lot 1 and an additional 519± feet until the developable portion of Lot 2.*
3. Because of the particular physical surroundings, shape and/or topographical conditions of the specific property involved, a particular undue hardship to the property owner would result, as distinguished from a mere inconvenience or increased expense, if the strict letter of these regulations is carried out;
- *Due to the narrow width of the existing 30-foot access easement, the applicant is not able to meet the minimum 40 feet of frontage requirement.*
4. The waiver/suspension will not in any manner vary the provisions of the zoning ordinance, comprehensive plan (as amended), or any other adopted plan(s) or ordinance(s) of the city;
- *The waiver request is specific to one standard contained within the Subdivision Ordinance and Design Standards.*

Section 4. Approval of Minor Plat.

The City Council hereby approves the Pruitt's Place, Block A, Lots 1 & 2, Minor Plat attached hereto as Exhibit A.

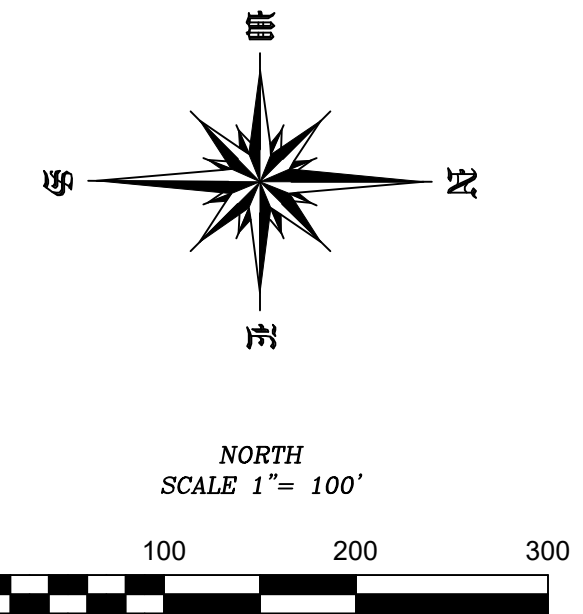
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 24th day of May, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



LEGEND	
C.M. = CONTROLLING MONUMENT	
CIRF = CAPPED 1/2" IRON ROD FOUND STAMPED (4613)	
CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)	
IRF = IRON ROD FOUND	
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS	
D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS	

CALLLED 5,542 ACRES
JOEY L. MOONEYHAM &
STEPHENIE JO. MOONEYHAM
C.C. NO. 20140225000172230
O.P.R.C.C.T.

12" WOOD FENCE POST
C.M.
N 00°08'08.68" W 203.66'

LOT 2, BLOCK A
1.000 ACRES

CALLLED 5,092 ACRES
MATTHEW FORTNER
C.C. NO. 20140417000368770
O.P.R.C.C.T.

POINT OF BEGINNING

LOT 1, BLOCK A
1.988 ACRES

WKG ENTERPRISES LTD
VOLUME 4478, PAGE 2534
D.R.C.C.T.

N 89°46'43" E 166.85'
OF THE J. SORREL SURVEY, ABSTRACT NO. 858

30' ACCESS EASEMENT
C.C. NO. 94-0102375
O.P.R.C.C.T.

E. LUCAS SURVEY, ABSTRACT NO. 547
J. SORREL SURVEY, ABSTRACT NO. 858

30' ACCESS EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°46'43" E	30.00'
L2	S 00°13'45" W	519.24'
L3	N 89°38'20" W	30.00'
L4	N 00°13'45" E	519.17'

F.M. NO. 455

90' RIGHT-OF-WAY
ANNA CITY LIMIT

45.0'

COUNTY OF COLLIN
STATE OF TEXAS

WHEREAS ESTATE OF MICHAEL WAYNE PRUITT is the owner of a tract of land situated in the James Sorrel Survey, Abstract No. 858, Collin County, Texas, and being all of a 3,000 acre tract of land conveyed to Michael Wayne Pruitt as recorded in Document No. 94-0102375 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING in the south Right Of Way line F.M. 455 at a 1/2" iron rod found for the northwest corner of a called 2,998 acre tract of land conveyed to NTM Masonry Company, LLC as recorded in Instrument No. 20190514000535470 of the Official Public Records of Collin County, Texas, and said iron rod being the northeast corner of a called 5.956 acre tract of land as conveyed to Matthew Fortner as recorded in Instrument No. 20140417000368770 of the Official Public Records of Collin County, Texas, and said corner also being the northwest corner of a 30' Access easement described in Document No. 94-0102375 of the Official Public Records of Collin County, Texas;

THENCE S 00°19'23" W with the west line of the called 2,998 acre tract of land a distance of 785.03' to a 1/2" iron rod with plastic cap stamped "4613" found for the POINT OF BEGINNING, and said iron rod being southwest corner of the called 2,998 acre tract of land and the northwest corner of the called 3,000 acre tract of land;

THENCE S 89°46'43" E a distance of 166.85' to a 1/2" iron rod found for the southeast corner of the called 2,998 acre tract of land;

THENCE S 00°15'48" W a distance of 781.27' to a 1/2" iron rod found for corner;

THENCE N 89°38'20" W a distance of 166.38' to a 12" Wood Fence Post found for corner;

THENCE N 00°13'45" E a distance of 780.86' to the POINT OF BEGINNING and containing 130,138 Square Feet or 2.988 Acres of land.

COUNTY OF COLLIN
STATE OF TEXAS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, WAYNE GARTMAN Temporary Administrator for the ESTATE OF MICHAEL WAYNE PRUITT, does hereby adopt this plat designating the herein above described property as PRUITT'S PLACE, BLOCK A, LOTS 1, AND 2 on addition to Collin County, Texas and do hereby dedicate to the public use forever, their streets, alleys and public use areas shown hereon, the easements, as shown, for mutual use and accommodation of the City of Anna and all public utilities desiring to use or using same. All and any and any public utility and the City of Anna shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees or other improvements or growths, which in anyway, endanger or interfere with the construction, maintenance or efficiency of it's respective systems on said Easements, and the City of Anna and all public utilities constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of it's respective systems, without the necessity, at anytime, of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Anna, Texas.

WITNESS MY HAND at Anna, Texas, this ____ day of _____, 2022.

WAYNE GARTMAN
(TEMPORARY ADMINISTRATOR)
ESTATE OF MICHAEL WAYNE PRUITT

COUNTY OF COLLIN
STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared WAYNE GARTMAN, known to me to be the person whose name is subscribed to the foregoing instruments, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEY NOTES:

- The original copy will have original signatures, stamp seal and an impression seal.
- Copyright 2022, 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, are derived from ALLTERRA CENTRAL RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.

PURPOSE STATEMENT:

The purpose of this plat is to subdivide a 3,000 acre tract of land into 2 lots.

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.

The undersigned does hereby covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to Lots 1 and 2 of this addition and for the purpose of general public vehicular and pedestrian use and access, and for Fire Department and Emergency use, in, along, and access said premises, with the right and privilege in along, upon, and across said premises.

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT I, DAVID J. SURDUKAN, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Anna, Collin County, Texas.

DAVID J. SURDUKAN R.P.L.S. NO. 4613

COUNTY OF COLLIN
STATE OF TEXAS

BEFORE ME, the undersigned authority, on this day personally appeared DAVID J. SURDUKAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2022.

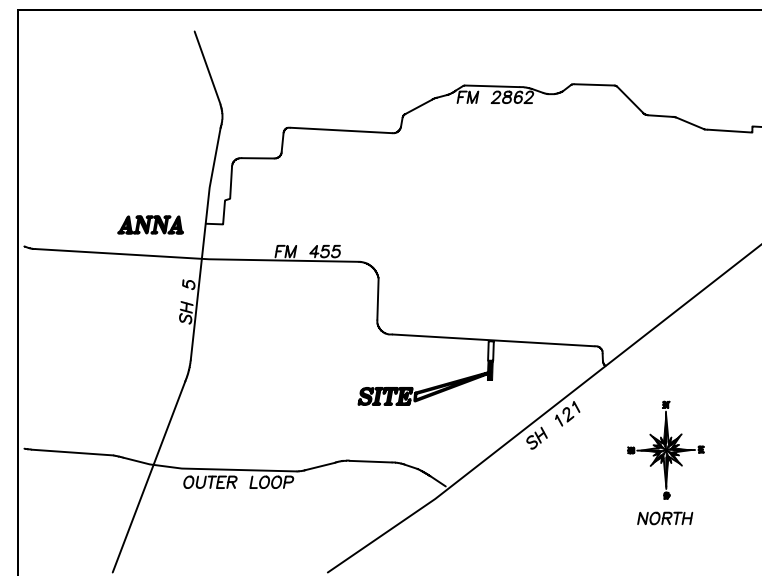
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Health Department Notes:

Health Department Certification:

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

Registered Sanitarian or Designated Representative
Collin County Development Services



VICINITY MAP
NOT TO SCALE

CERTIFICATE OF APPROVAL

Accepted this ____ day of _____, 2022, by the City Council of the City of Anna, Texas.

(Mayor)

City Secretary

APPROVED
MAY 24, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
May 2, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

MINOR PLAT
PRUITT'S PLACE
BLOCK A, LOTS 1 AND 2
BEING 2.988 ACRES OUT OF THE
JAMES SORREL SURVEY, ABSTRACT NO. 858
CITY OF ANNA ET
COLLIN COUNTY, TEXAS

OWNER
ESTATE OF MICHAEL PRUITT
WAYNE GARTMAN
(TEMPORARY ADMINISTRATOR)
324 CRESCENT RD.
WACO, TEXAS 76710
(254) 744-7678

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

SCALE 1" = 100'

DATE: MARCH 31, 2022

JOB NO. 2021-87

EXHIBIT B

April 14, 2022

Planning & Zoning Commission and Council
City of Anna
3223 North Powell Parkway
Anna, Texas 75409

Re: **Waiver Request – Pruitt's Place Minor Plat**

Zoning & Council Members:

We have submitted a minor plat for consideration by the City Council at an upcoming meeting. We respectfully request that this minor plat be approved with a waiver to the following requirement:

Sec. 9.02.087 (b) Minimum frontage on a public street. Each lot on a subdivision plat shall front onto a dedicated, improved public street, unless platted as an approved private street subdivision in accordance with these subdivision regulations. All lots shall have a minimum of 40 feet of frontage along the property line of a dedicated, improved street unless other provisions have been authorized under article 9.04 or an approved planned development district..

This waiver is requested based on the following:

- A. *This property does not adjoin dedicated ROW. The property has an existing 30' access easement through the north property currently owned by NTM MASONRY COMPANY, LLC. to F.M. No. 455 a 90' dedicated ROW.*
- B. There is an existing private road through the 30' Access Easement recorded in C.C. No. 94-0102375 that passes through property currently owned by NTM MASONRY COMPANY, LLC

We appreciate your consideration of this waiver request and approval of the minor plat.

Sincerely,



Wayne Gartman,
Temporary Administrator



Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discussion/Action on a Resolution entering into a development agreement with Cross Point Church Anna to establish timelines and development and design regulations for a self-storage, mini-warehouse development on 4.9± acres generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street. (Director of Development Services Ross Altobelli)

SUMMARY:

The intent of the development agreement is to ensure the use of high quality, durable materials for nonresidential and residential development within the city to create well designed and attractive architecture. Additionally, the development agreement includes development deadlines associated with the construction of the property.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The applicant is proposing unique material standards and percentages that are specific to visibility of the development and the proposed land use. The developments construction timeline has similar standards and benchmarks that have recently been approved by the Council.

ATTACHMENTS:

1. Resolution - DA (Blacklock Storage, self-storage)
2. Development Agreement (Blacklock Storage) - 5-24-22

3. Exhibit 1 - DA (Concept Plan -Blacklock Storage, Bl A, Lt 1)

APPROVALS:

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

Created/Initiated - 5/16/2022
Final Approval - 5/19/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH CROSS POINT CHURCH ANNA, RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR SELF -STORAGE, MINI-WAREHOUSE DEVELOPMENT GENERALLY LOCATED ON THE WEST SIDE OF S. POWELL PARKWAY, 909± FEET WOUTH OF W. WHITE STREET

WHEREAS, Cross Point Church Anna, is the Property Owner of real estate generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street; and

WHEREAS, Property Owners desire to rezone the subject property to allow a self-storage, mini-warehouse development; and

WHEREAS, Property Owner has agreed to development and design regulations should the City approve rezoning the property.

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

Section 1. Recitals Incorporated.

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

Section 2. Approval

The City Council hereby approves the Development Agreement with Anna Cross Point Church Anna attached hereto as Exhibit A, and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and take all other actions necessary to finalize, act under and enforce the Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 24th day of May 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered effective as of May 24, 2022 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality ("City") and Cross Point Church Anna ("Owner") as follows:

RECITALS

WHEREAS, the Owner is the sole owner of 4.9± acres of real property depicted on Exhibit 1 (the "Property"); and,

WHEREAS, the Property is subject to City Regulations, including without limitation the City's zoning regulations; and,

WHEREAS, the current zoning classification of the Property is C-2 General Commercial (C-2) and SF-1 Single-Family Residential District (SF-1) (the "Original Zoning Classification"); and,

WHEREAS, the Owner has applied to rezone the Property to allow for Planned Development-I-1 Light Industrial (PD-I-1) zoning district to allow for a self-storage, mini-warehouse development with modified development standards (the "Zoning Change"); and,

WHEREAS, the City's Planning & Zoning Commission and City Council have given the requisite notices by publication and otherwise and have scheduled public hearings with respect to the rezoning of the Property as required by law; and,

WHEREAS, in the event that the Property is rezoned, the City and Owner desire to enter into a development agreement to establish development and design regulations to ensure that future self-storage, mini-warehouse development is appropriate for the area and fits in well with adjacent properties; and,

WHEREAS, it is the Parties' mutual intent that this agreement shall govern only the subject matter specifically set forth herein and shall supersede City Regulations only to the extent that any such City Regulations directly conflict with the terms of this development agreement; and,

NOW, THEREFORE, in consideration of the above recitals and the mutual consideration as reflected in the covenants, duties and obligations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows, effective as of the Effective Date:

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 development agreement and said recitals constitute representations by Owner and the City.

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

- A. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations unless expressly stated to the contrary in this Agreement or shown in Exhibit 1. City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement. It is expressly understood and the Parties agree that City Regulations applicable to the Property and its use and development include but are not limited to City Code provisions, ordinances, design standards, uniform codes, zoning regulations not affected by this Agreement, and other policies duly adopted by the City including without limitation any such regulations or requirements that were affected by the passage of Texas H.B. 2439, 86(R), codified as Chapter 3000 of the Texas Government Code ("Materials and Methods Regulations"), which are collectively incorporated herein as if set forth in full for all purposes; provided, however, to the extent of any conflict between the requirements of Materials and Methods Regulations and the requirements of this Agreement, this Agreement shall control. For purposes of this Agreement, "City Regulations" mean the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances (including, without limitation, all development fees), design standards, and other policies duly adopted by the City; provided, however, that as it relates to public infrastructure for any given phase of the Project, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences.
- B. With respect to all structures/development within the PD-I-1 Zoning District, Owner agrees to comply and/or to cause all other persons or entities to comply and any other successors or assigns to comply with all City Regulations and with the masonry material requirements and all other requirements of the Anna City Code of Ordinances, Article 9.04 Zoning Ordinance, Section 9.04.034 Supplementary District Regulations, Subsection (e) Architectural Design Standards, which are incorporated herein as if set forth in full for all purposes, and with the following standards (in the event of any conflict, the following listed standards shall govern). Notwithstanding the foregoing, a Subsequent Owner upon a Closing (as hereinafter defined) must agree in writing to assume Owner's responsibilities set forth herein. For purposes of this Agreement the term "Subsequent Owner" means any person or entity that acquires all or any part of the Property from Owner or Owner's successor in title to the Property or any part thereof.

Self-Storage, Mini-Warehouse Buildings

- A. Each building façade facing the right of way may not exceed a length of 160 feet without a break in the façade of a minimum depth of 2 feet for a minimum length of 10 feet.
- B. A minimum of 2 materials are required on each façade facing the right of way. This section only applies to building sections within 200' of the right of way.
- C. The two buildings within 200' of the right of way in Exhibit 1 will use only stone, brick, and/or split face concrete masonry units in the construction of the exterior facade on the front walls facing the right of way. The three rear self storage buildings will be constructed from non masonry metal panels.
- D. Where the function of an individual business, or the recognized identity of a brand dictates a specific style, image, or building material associated with that company, the masonry provision may be modified; however, the development shall maintain harmony in terms of overall project design and appearance, and such design shall be subject to approval by the city council after recommendation from the planning and zoning commission.

SECTION 3. NOTICES.

Any and all notices required to be given by either of the parties hereto must be in writing and will be deemed delivered upon personal service, if hand-delivered, or when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To City: City Manager
 City of Anna
 111 North Powell Parkway
 PO Box 776
 Anna, Texas 75409
 Attn: City Manager

To Owner: Cross Point Church Anna
 926 S. Powell Parkway
 Anna, TX 75409
 Attn: A Chris Jones

SECTION 4. DEADLINES, MODIFICATIONS OR TERMINATION.

- A. This Agreement may only be modified and/or terminated as follows: (a) by mutual written agreement of the City and Owner or, after a Closing (as hereinafter defined), by a Subsequent Owner instead of Owner; and/or (b) unilaterally by City upon default of the Owner or Subsequent Owner. Notwithstanding the foregoing or any other provision of this Agreement, this Agreement shall terminate and be null and void if the City does not approve the Zoning Change on or before the 24th day of May 2022. The parties acknowledge and agree that the rezoning of the Property is a legislative act and that this Agreement does not bind the City Council to approve any proposed rezoning of the Property.
- B. Owner or any Subsequent Owner shall be obligated under this Agreement to timely meet the following deadlines:
1. Within 90 days after City Council approval of the Zoning Change, Owner will have submitted a preliminary plat and tree preservation plan for the Property.
 2. Within 180 days after the City has approved the preliminary plat, Owner shall have submitted a site plan, landscaping plan, lighting plan, final plat (showing easements, fire lanes and utilities for the self-storage development), and civil plans.
 3. A preconstruction meeting between Owner and City staff shall occur within 60 days of final approval of the civil plans.
 4. Site construction pursuant to final approved civil plans must commence within 120 days after the preconstruction meeting and after all permits have been fully approved
 5. Owner must submit plans and specifications for the buildings and other improvements not part of the civil plans (the "Building Plans") no later than 120 days after civil plans are approved by the City. After the last to occur of (a) approval of the Building Plans by the City of Anna, (b) completion of all construction pursuant to civil plans, (c) acceptance of all civil construction and public improvements by the City of Anna, and (d) recordation of the multi-family development final replat, Owner must submit an application for a building permit within 60 days thereafter (including without limitation the payment of all fees due to the City as required to develop the Property).
 6. Recordation in the Official Records of Collin County, Texas of the self-storage,

mini-warehouse development final plat must occur within 180 days of commencement of site construction.

7. Vertical construction pursuant to the Building Plans for approved structures must commence within 60 days after the later to occur of the recordation of the self-storage, mini-warehouse final plat and obtaining a building permit.
- A. Not by way of limitation as to other material terms and conditions, the deadlines stated above are material terms and conditions of this Agreement and any failure to meet any of the deadlines above (each, a "Deadline Default") is a material default under this Agreement. In addition to all other remedies that the City may enforce under this Agreement or that is available to the City at law or in equity in the event of a Deadline Default, the City may in its sole discretion initiate and pursue a zoning case to change the zoning classification back to the Original Zoning Classification. In the event that the City initiates such a zoning case after a Deadline Default, the Owner shall not oppose the zoning case and shall be deemed to have fully and irrevocably released and waived any claim, cause of action, litigation or other challenge or proceeding to such zoning case on any legal basis or theory whatsoever.

SECTION 5. DEFAULT.

If Owner, its heirs, successors or assigns or any Subsequent Owner of the Property or any part thereof fails to comply with any of the material terms and conditions included in this Agreement (such defaulting owner referenced herein as "Defaulting Owner"), the City will have the following non-exclusive and cumulative remedies.

- A. Withholding of utilities or withholding or revocation of permits and other approvals required for development and use of the portion of the Property that is the subject of the default (but no other portions of the Property) including without limitation building permits and certificates of occupancy.
- B. The Defaulting Owner shall be liable to pay to the City the sum of \$2,000 for each failure to materially comply with the development standards set forth of this Agreement. The Defaulting Owner shall be liable to pay the City said \$2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. In the event of a breach that is not

timely cured as set forth below, the sum of liquidated damages shall be calculated to include each and every day of the occurrence of the breach beginning on the date that the City first provided written notice of such breach under this paragraph and the City shall not be required to provide any subsequent written notices as to subsequent dates or times during which such breach is repeated or continues to occur

- C. The non-defaulting party will additionally have any and all remedies available to it at equity or in law.

Notwithstanding the foregoing, a Defaulting Owner shall not be liable for the remedies under this section unless there is a breach of 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 City provided in accordance with this Agreement describing said breach in reasonable detail (or, if the cure of the breach has diligently and continuously been undertaken but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect the cure, as determined by both Parties mutually and in good faith but in no event shall such additional period exceed 120 days unless agreed to in writing by the parties to this Agreement).

SECTION 6. BINDING ON SUCCESSORS, AGREEMENT RUNS WITH THE LAND.

This Agreement will be binding upon and inure to the benefit of the parties' respective successors, assigns and personal representatives. This Agreement runs with the land and is binding on all subsequent owners of the Property or any portions thereof. This section shall be construed liberally to ensure the Parties' intent that this Agreement shall be enforceable regardless of any change of ownership of or interest in the Property. Notwithstanding anything to the contrary in this Section 6 or elsewhere in this Agreement, if the Owner or a Subsequent Owner (the "Transferor") conveys, assigns, or transfers its entire interest in the Property or a part thereof (the "transferred Property") to a Subsequent Owner (the "Transferee") who assumes Transferor's obligations under this Agreement with respect to the transferred Property, the Transferor shall be automatically released from its obligations under this Agreement relating to the transferred Property subsequent to the date of transfer.

SECTION 7. INDEMNIFICATION AND HOLD HARMLESS.

THE OWNER OR ANY SUBSEQUENT OWNER OF THE PROPERTY IN THE EVENT OF A CLOSING (THE "INDEMNIFYING PARTY"), HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION

REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS"), ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE INDEMNIFYING PARTY, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ANY OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE INDEMNIFYING PARTY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR BY THE CITY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE INDEMNIFYING PARTY AND THE CITY, THE INDEMNIFYING PARTY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE INDEMNIFYING PARTY'S OWN PERCENTAGE OF RESPONSIBILITY. THE INDEMNIFYING PARTY FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY AS OF THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON ANY OF THE INDEMNIFYING PARTIES' REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY.

At no time shall the City have any control over or charge of the design, construction or installation of any of the improvements to the Property or related work or undertakings, nor the means, methods, techniques, sequences or procedures utilized for the design, construction or installation related to same. This Agreement does not create a joint enterprise or venture between the City and any of the Indemnified Parties. This section shall survive the termination of this Agreement.

SECTION 8. RECORDATION.

This document, including all Exhibits, may be recorded in the Official Records of Collin County, Texas.

SECTION 9. ENTIRE AGREEMENT.

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

SECTION 10. RECITALS AND EXHIBITS.

The recitals herein and exhibits attached hereto are hereby incorporated by reference.

SECTION 11. AUTHORITY.

Owner represents and warrants to the City that the Owner owns the Property and that this Agreement is binding and enforceable on the Property. Owner may sell the Property or a part thereof to a person or entity (the "Closing") prior to commencement of site construction on the property sold, and in such event the Subsequent Owner shall be required to acknowledge and assume all obligations, liabilities and indemnifications under this Agreement.

SECTION 12. INVALID PROVISIONS.

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

SECTION 13. ESTOPPEL.

On or before 15 days after receipt of a written request from an owner of the Property that desires to transfer its interest in the Property or borrow money secured by a mortgage or deed of trust against the Property or a prospective transferee of an owner's interest or an existing or prospective mortgagee, the City will execute and deliver an estoppel certificate stating that, to the best of the City's knowledge: (i) the transferring or borrowing owner is not in default under this Agreement; and (ii) this Agreement is in full force and effect and whether there are any amendments thereto.

SECTION 14. FORCE MAJEURE.

Whenever a period of time is prescribed in this Agreement for a Party (the "Acting Party") to take an action (other than a payment obligation), the Acting Party will not be liable or responsible for, and there will be excluded from the computation of any such time period, the period of time (the "Force Majeure Period") of delays caused by strikes, riots, acts of God, pandemic, enemy action, shortages of labor or materials, war, acts of terrorism, flood, fire, explosion, unavoidable casualty, or any other causes that are beyond the reasonable control of the Acting Party or any of its employees, agents, or contractors, but not any economic hardship, changes in market conditions, and insufficiency of funds ("Force Majeure"). However, a date will only be extended by a Force Majeure Period if the Acting Party gives notice to the other Party of the occurrence

or commencement of the event that constitutes Force Majeure within ten days after the Acting Party knows of the existence or commencement of such event, and claims (in such notice) that such event constitutes Force Majeure. A Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

SECTION 15. EFFECTIVE DATE.

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

[signature page follows]

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 May 2022, 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

Cross Point Church Anna

By: _____
A Chris Jones, Crosspoint Church Anna

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the ____ day of May 2022, appeared Chris Jones known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and verified under oath that he/she executed the same in his/her capacity as Pastor of Cross Point Church Anna.

Notary Public, State of Texas

EXHIBIT “1”
DEPICTION OF THE PROPERTY

DRAFT

Exhibit 1

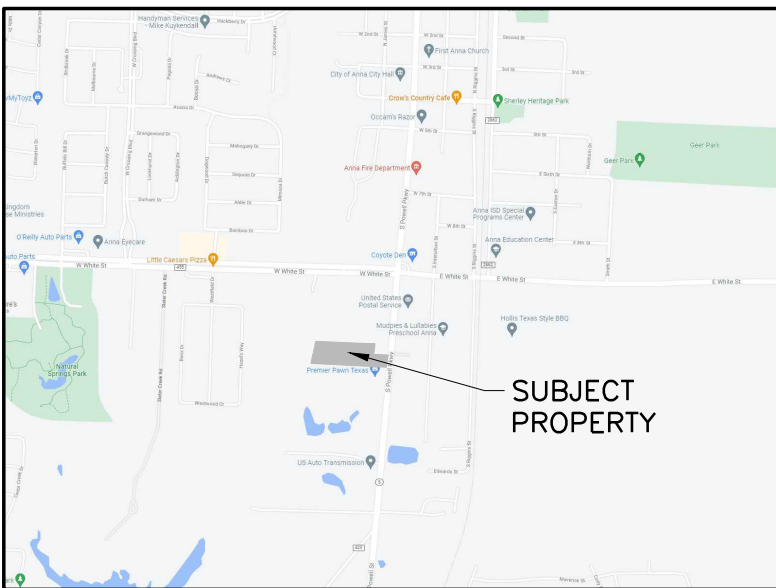
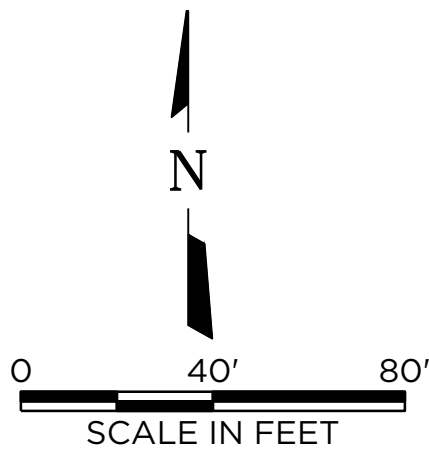


ARTEC INTEGRATED LLC
4100 SPRING VALLEY RD
SUITE 465
DALLAS, TEXAS 75244

TBPE ENGINEERING FIRM F-16272

PROJECT
BLACKLOCK STORAGE
ANNA, TEXAS

DATE:	PROJECT	DATE
NO.	NO.	NO.
REVISION	DATE	
1		
2		
3		
4		
5		
6		



VICINITY MAP

SITE DATA SUMMARY TABLE

SITE DATA SUMMARY TABLE	
GENERAL SITE DATA	
LOT NUMBER	1
ZONING	PD-1-1
LAND USE	SELF-STORAGE
LOT AREA - SQ FT / AC	211,117 SF / 4.86 AC
BUILDING FOOTPRINT AREA (TOTAL)	86,092 SF
BUILDING HEIGHT (NUMBER OF STORIES)	2
BUILDING HEIGHT (FEET)	20
LOT COVERAGE	40.80%
PARKING	
PARKING REQUIRED (RATIO)	1 SPACE PER 100 UNITS PLUS 1 PER 1,000 SF GFA OF OFFICE
NUMBER OF STORAGE UNITS	800
NUMBER OF OFFICES	1 (1,000 SF)
PARKING REQUIRED	9
PARKING PROVIDED	9
ACCESSIBLE PARKING REQUIRED	1
ACCESSIBLE PARKING PROVIDED	1
LANDSCAPE	
REQUIRED INTERNAL LANDSCAPE AREA	48 SF
TOTAL LANDSCAPE AREA PROVIDED	37,625 SF

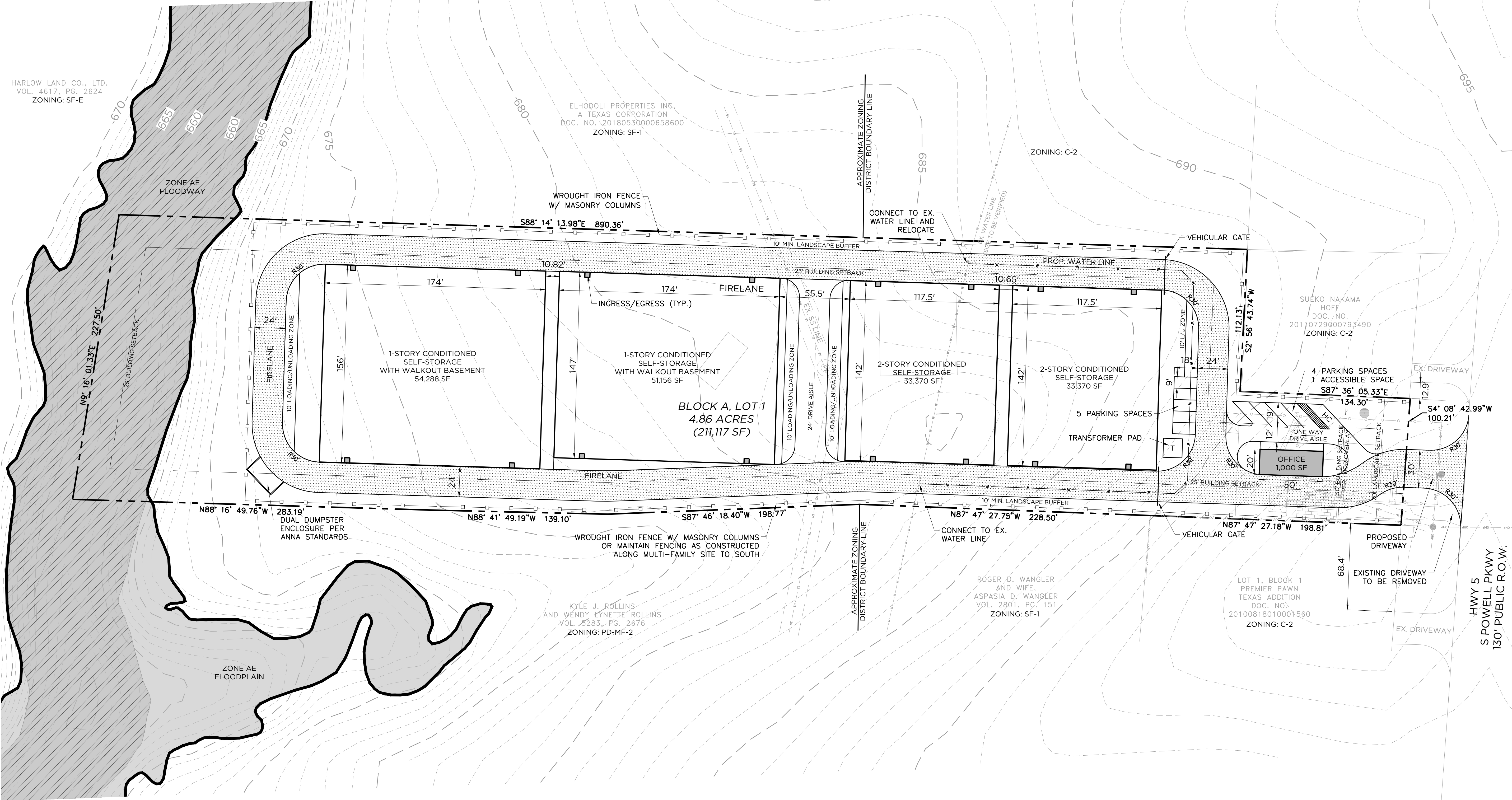
CONCEPT PLAN
BLACKLOCK STORAGE
BLOCK A, LOT 1
BEING 4.85 ACRES OUT OF THE
G STARK SURVEY, ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS

MARCH 28, 2022

OWNER/APPLICANT:
BLACKLOCK PARTNERS LLC
9355 JACKSBORO HWY
FORT WORTH, TX 76135
CONTACT: JD BLACKLOCK
PHONE: (254) 717-0229
EMAIL: OFFICE@BLACKLOCKPARTNERS.COM

ENGINEER:
ARTEC ENGINEERING
4100 SPRING VALLEY RD
DALLAS, TX 75244
CONTACT: JORDAN REY
PHONE: (469) 861-5845
EMAIL: JORDAN@ARTEC.SOLUTIONS

GENERAL NOTES:
1. SITE PLAN COMPLIES WITH ORDINANCES AND GUIDELINES AS DEFINED BY THOR - THOROUGHFARE OVERLAY DISTRICT





Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 4.9± acres generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street from C-2 General Commercial (C-2) and SF-1 Single-Family Residential District (SF-1) to Planned Development-I-1 Light Industrial (PD-I-1) with modified development standards for a self-storage; mini-warehouse facility. (Director of Development Services Ross Altobelli)

SUMMARY:

The applicant is requesting to rezone the property to Planned Development-I-1 Light Industrial to allow for a self-storage, mini-warehouse development with modified development standards.

Self-storage, mini-warehouse: A facility used for storage of goods and/or materials with separate access to individual storage units by persons renting the individual units.

Per the zoning ordinance, the Light Industrial (I-1) district is intended to accommodate those uses that are of a non-nuisance type located in relative proximity to residential areas.

Surrounding Land Uses and Zoning

North - Personal service shop (beauty shop) zoned C-2 General Commercial District and SF-1 Single-Family Residential District

East - Across State Highway 5, C-2 General Commercial District.

South - Pawn Shop zoned C-2 General Commercial District, single-family dwelling, detached zoned SF-1 Single-Family Residential District and vacant land zoned Planned Development - MF-2 Multiple-Family Residential – High Density.

West - Single-family dwelling, detached zoned SF-E Single-Family Residential – Large Lot.

Proposed Planned Development Stipulations

The requested zoning is PD-I-1. This Planned Development is to allow for self-storage, mini-warehouse with modified development standards. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to rezone the subject property to allow for self-

storage, mini-warehouse.

Design Standards - The language in the proposed PD district would allow for modified development standards associated with the self-storage, mini-warehouse development.

Parking - Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 1 per 20 storage cubicles plus 1 per 1,000 square feet of gross floor area of office.

☐ The applicant is proposing to reduce the required parking to 1 space per 100 storage cubicles and meet the parking requirement for associated office.

Miscellaneous provision – Sec. 9.04.027 (I-1 Light Industrial District) of the Zoning Ordinance requires a masonry wall having a minimum height of eight feet above the average grade of the residential property adjacent to the common side or rear property line of residentially zoned lots or tracts.

☐ The applicant is requesting to install a six-foot-high wrought iron fence with eight-foot masonry columns.

Conformance with the Anna2050 Comprehensive Plan

Future Land Use Plan

The Future Land Use Plan designates this property within the Downtown. The Downtown Core and Downtown Neighborhood is further classified as five distinctive character areas within The Downtown Master Plan. Each character area classification has been developed to distinguish and define the diverse development pattern that exists and to understand the opportunities that they provide. The areas are designated as Retail Center, Catalyst Areas, Adaptive Reuse/Infill, Intown Residential, and Transitional Development.

The location of the proposed zoning amendment is located within the Transitional Development area.

Transitional Development

In the far northeast and southwest portions of the Downtown Neighborhood, there are large undeveloped parcels of land identified as Transitional Development areas. The term “transitional” refers to the vision that these areas may change over time from higher density residential products toward the Downtown Core, to lower density, detached residential products on the district’s edges that blend better with the developments in the surrounding community. As with the Intown Residential areas, these Transitional areas are envisioned to support a range of housing types for people at all stages of their lives. These lots have the unique potential to provide additional linkages to the Downtown Core, and once developed, may provide a wide array of

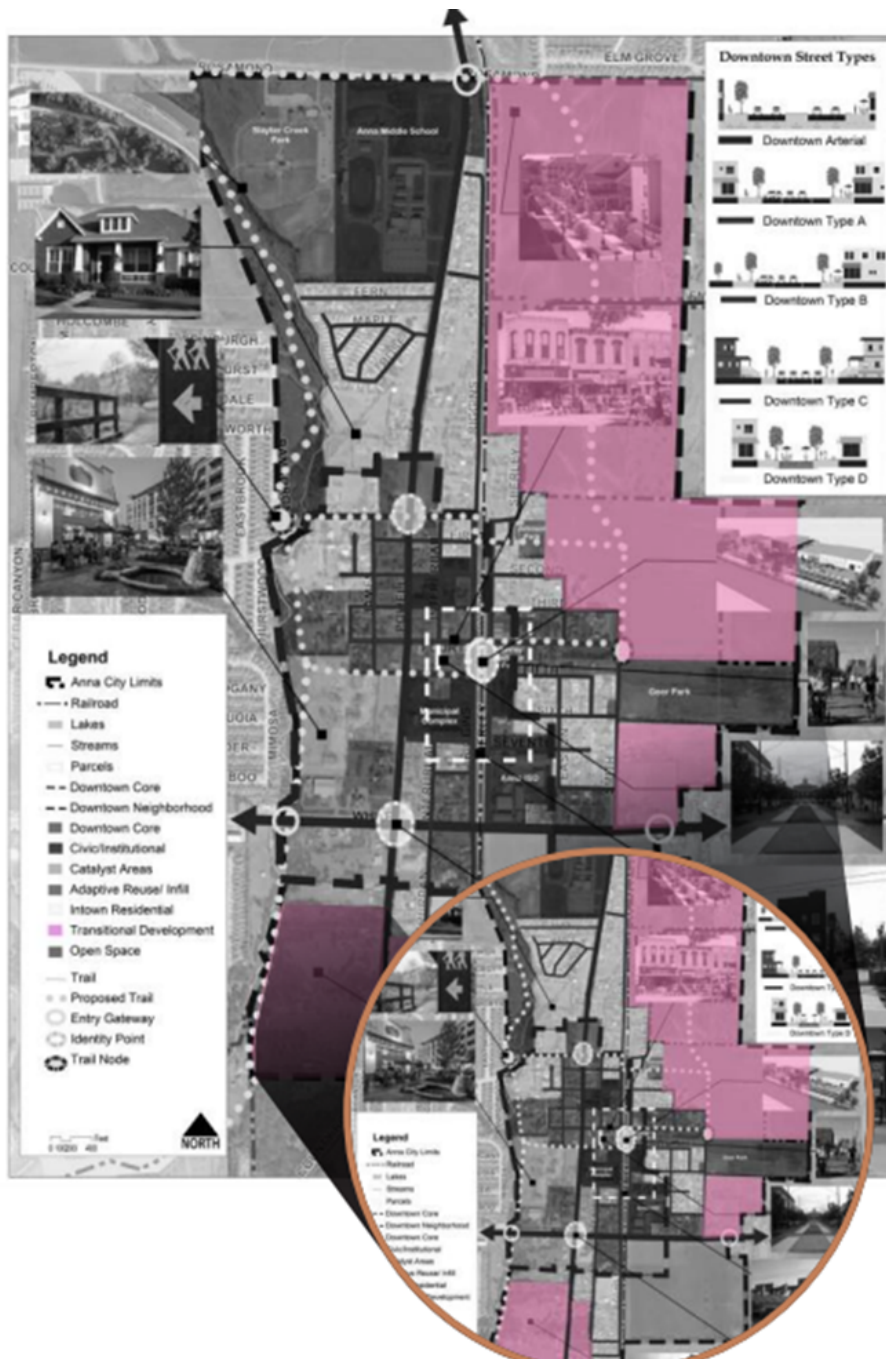
building types to support the district. Though not classified as Catalyst Areas as described above, these areas may very well become catalytic in nature and help spur economic growth within the area. Because of the desire for flexibility to maximize the development potential in each of these areas, future land use decisions should emphasize the placemaking elements that define the public realm and reinforce the natural and cultural amenities in the area.

The following primary building types are appropriate in the Transitional Development areas (Mixed-use, office, storefront retail, restaurants, urban attached residential, detached residential, cottage residential):



The following secondary building types are appropriate in the Transitional Development areas (Churches, Civic Structures, Accessory Structures, Open Spaces, Parking Garages, detached residential, cottage residential):





SUMMARY:

The recently adopted Downtown Master Plan identifies the following building types as appropriate for the land area associated with the zoning request; Mixed-use, office, storefront retail, restaurant. Additionally, the master plan states that Transitional Development areas may become catalytic in nature and help spur economic growth within the area, contribute to the urban fabric, and serve as a unique Downtown anchor or signature neighborhood.

The proposed zoning request to allow for self-storage, mini-warehouse does not meet the type of development or building types identified within the Downtown Master Plan

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The proposed zoning request to allow for self-storage, mini-warehouse does not meet the type of development or building types identified within the Downtown Master Plan.

The Planning & Zoning Commission recommended denial, which requires a super majority vote by Council to approve the zoning request.

If the City Council votes to approve via super majority, staff has provided a DRAFT Ordinance for consideration.

ATTACHMENTS:

1. Blacklock Storage Locator Map (3)
2. DRAFT Ordinance - Blacklock Addn (self-storage zoning)
3. Exhibit 1 - Ord (Concept Plan -Blacklock Storage, BI A, Lt 1)
4. PZ - STAFF REPORT (Zoning) - Blacklock Storage (2)

APPROVALS:

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

Created/Initiated - 5/16/2022
Final Approval - 5/17/2022

Zoning - Blacklock Storage

WILLOW
CREEK DR

W WHITE ST

WESTGATE CT

BENS DR

WESTFIELD DR

HAZEL'S WAY

WESTWOOD CT

S POWELL PKWY

S INTERURBAN ST

S RIGGINS ST

THE CITY OF
Anna

N



Subject
Property



City Limits



ETJ



200' Notice
Boundary

0 150 300 600
Feet

March 2022

CITY OF ANNA, TEXAS

(Property zoned under this ordinance is generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

WHEREAS, the City has received a requested zoning amendment from Cross Point Church Anna on Property depicted in Exhibit 1 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. Recitals Incorporated

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

Section 2. Zoning Change

The Anna City Code of Ordinances (the "Anna Code") are hereby amended by amending the zoning of the Property depicted in the Concept Plan on the attached Exhibit 1.

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of self-storage, mini-warehouse with modified development standards.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City's Zoning Ordinance shall apply.

3. Development Standards.

- A. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit 1).
- B. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the I-1 Light Industrial (I-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.
 - 1) Parking: Self-service warehouse - 1 per 100 storage cubicles plus 1 per 1,000 sf GRA of office and 2 per living quarters.
 - 2) I-1 miscellaneous provisions:
 - i. Fencing along the perimeter of the property shall consist of:
 - a) a minimum ten (10) foot wide landscape buffer and six (6) foot tall ornamental metal fence, such as wrought iron or tubular steel, with eight-foot masonry columns at no more than forty (40) foot intervals. The ten (10) foot-wide landscape buffer shall consist of a vegetative screen comprised of minimum 3" caliber trees planted staggered at twenty-five (25) foot centers; and/or
 - b) Border fencing of masonry construction of not less than eight feet in height.
- C. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Conceptual Development plan. Non-substantial changes of detail on the final development plan(s) that differ from the Conceptual Development plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.
- D. The Conceptual Development Plan will expire after two (2) years of approval.

Section 3. Official Zoning Map

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. Savings, Repealing and Severability Clauses

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

Section 5. Penalty

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

Section 6. Publication of the Caption and Effective Date

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

PASSED by the City Council of the City of Anna, Texas this 24th day of May 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

Exhibit 1

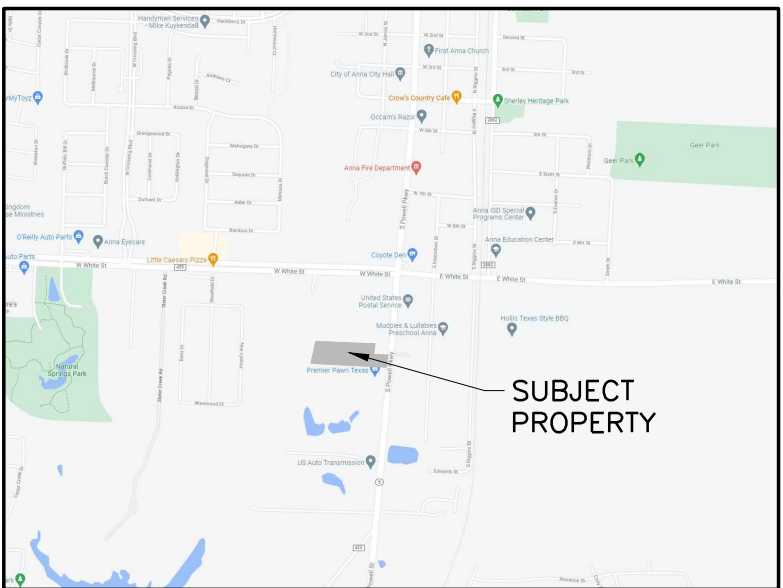
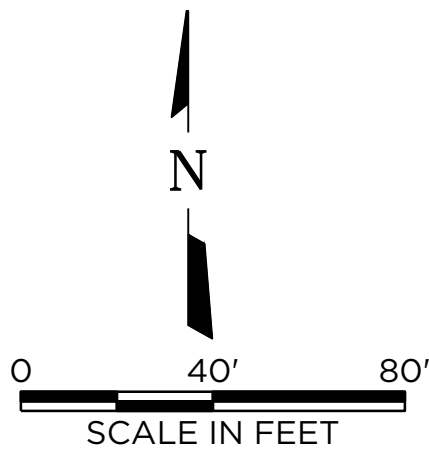


ARTEC INTEGRATED LLC
4100 SPRING VALLEY RD
SUITE 465
DALLAS, TEXAS 75244

TBPE ENGINEERING FIRM F-16272

PROJECT
BLACKLOCK STORAGE
ANNA, TEXAS

DATE:	PROJECT	DATE
NO.	NO.	NO.
REVISION	DATE	
1		
2		
3		
4		
5		
6		



VICINITY MAP

SITE DATA SUMMARY TABLE

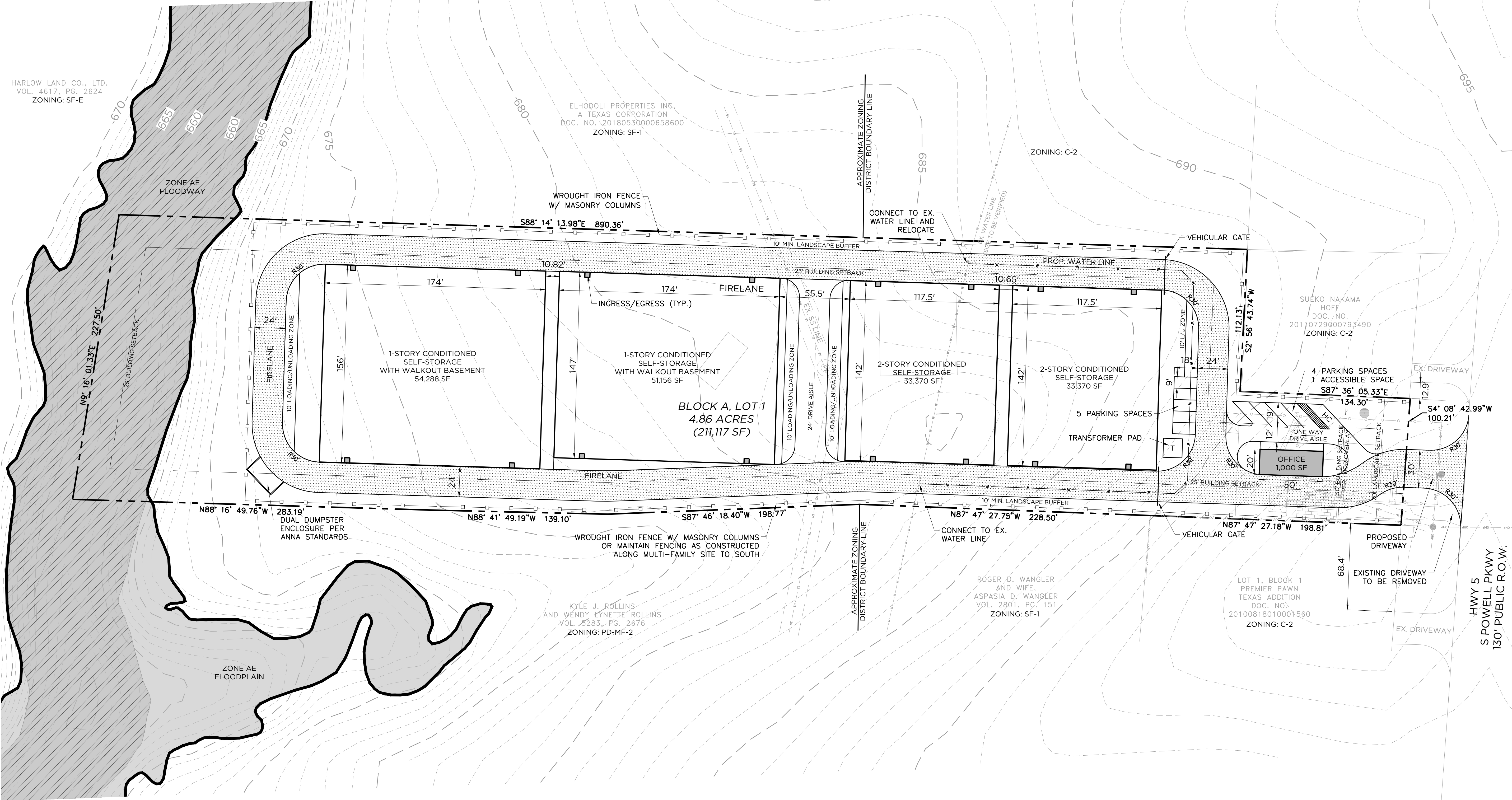
SITE DATA SUMMARY TABLE	
GENERAL SITE DATA	
LOT NUMBER	1
ZONING	PD-1-1
LAND USE	SELF-STORAGE
LOT AREA - SQ FT / AC	211,117 SF / 4.86 AC
BUILDING FOOTPRINT AREA (TOTAL)	86,092 SF
BUILDING HEIGHT (NUMBER OF STORIES)	2
BUILDING HEIGHT (FEET)	20
LOT COVERAGE	40.80%
PARKING	
PARKING REQUIRED (RATIO)	1 SPACE PER 100 UNITS PLUS 1 PER 1,000 SF GFA OF OFFICE
NUMBER OF STORAGE UNITS	800
NUMBER OF OFFICES	1 (1,000 SF)
PARKING REQUIRED	9
PARKING PROVIDED	9
ACCESSIBLE PARKING REQUIRED	1
ACCESSIBLE PARKING PROVIDED	1
LANDSCAPE	
REQUIRED INTERNAL LANDSCAPE AREA	48 SF
TOTAL LANDSCAPE AREA PROVIDED	37,625 SF

CONCEPT PLAN
BLACKLOCK STORAGE
BLOCK A, LOT 1
BEING 4.85 ACRES OUT OF THE
G STARK SURVEY, ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS

MARCH 28, 2022

OWNER/APPLICANT: BLACKLOCK PARTNERS LLC 9355 JACKSBORO HWY FORT WORTH, TX 76135 CONTACT: JD BLACKLOCK PHONE: (254) 717-0229 EMAIL: OFFICE@BLACKLOCKPARTNERS.COM	ENGINEER: ARTEC ENGINEERING 4100 SPRING VALLEY RD DALLAS, TX 75244 CONTACT: JORDAN REY PHONE: (469) 861-5845 EMAIL: JORDAN@ARTEC.SOLUTIONS
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GENERAL NOTES:
1. SITE PLAN COMPLIES WITH ORDINANCES AND GUIDELINES AS
DEFINED BY THOR - THOROUGHFARE OVERLAY DISTRICT



CITY OF ANNA

PLANNING & ZONING COMMISSION

April 4, 2022

Public Hearing: Zoning – Blacklock Storage, Block A, Lot 1

Applicant: Mark Davis

DESCRIPTION:

Request to rezone 4.9± acres generally located on the west side of S. Powell Parkway, 909± feet south of W. White Street from C-2 General Commercial (C-2) and SF-1 Single-Family Residential District (SF-1) to Planned Development-I-1 Light Industrial (PD-I-1).

REMARKS:

The applicant is requesting to rezone the property to allow for a self-storage, mini-warehouse development with modified development standards.

Self-storage, mini-warehouse: A facility used for storage of goods and/or materials with separate access to individual storage units by persons renting the individual units.

Per the zoning ordinance, the Light Industrial (I-1) district is intended to accommodate those uses that are of a non-nuisance type located in relative proximity to residential areas.

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

A concept plan (Exhibit A), Blacklock Addition, Block A, Lot 1 accompanies this request.

Surrounding Land Uses and Zoning

North	Personal service shop (beauty shop) zoned C-2 General Commercial District and SF-1 Single-Family Residential District
East	Across State Highway 5, C-2 General Commercial District.

South	Pawn Shop zoned C-2 General Commercial District, single-family dwelling, detached zoned SF-1 Single-Family Residential District and vacant land zoned Planned Development - MF-2 Multiple-Family Residential – High Density.
West	Single-family dwelling, detached zoned SF-E Single-Family Residential – Large Lot.

Proposed Planned Development Stipulations

The requested zoning is PD-I-1. This Planned Development is to allow for self-storage, mini-warehouse with modified development standards. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to rezone the subject property to allow for self-storage, mini-warehouse.

Design Standards - The language in the proposed PD district would allow for modified development standards associated with the self-storage, mini-warehouse development.

Parking - Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 1 per 20 storage cubicles plus 1 per 1,000 square feet of gross floor area of office.

- The applicant is proposing to reduce the required parking to 1 space per 100 storage cubicles and meet the parking requirement for associated office.

Miscellaneous provision – Sec. 9.04.027 (I-1 Light Industrial District) of the Zoning Ordinance requires a masonry wall having a minimum height of eight feet above the average grade of the residential property adjacent to the common side or rear property line of residentially zoned lots or tracts.

- The applicant is requesting to install a six-foot-high wrought iron fence with eight-foot masonry columns.

Conformance with the Anna2050 Comprehensive Plan

Future Land Use Plan

The Future Land Use Plan designates this property within the Downtown. The Downtown Core and Downtown Neighborhood is further classified as five distinctive character areas within The Downtown Master Plan. Each character area classification has been developed to distinguish and define the diverse development pattern that exists and to understand the opportunities that they provide. The areas are designated as Retail Center, Catalyst Areas, Adaptive Reuse/Infill, Intown Residential, and Transitional Development.

The location of the proposed zoning amendment is located within the Transitional Development area.

Transitional Development

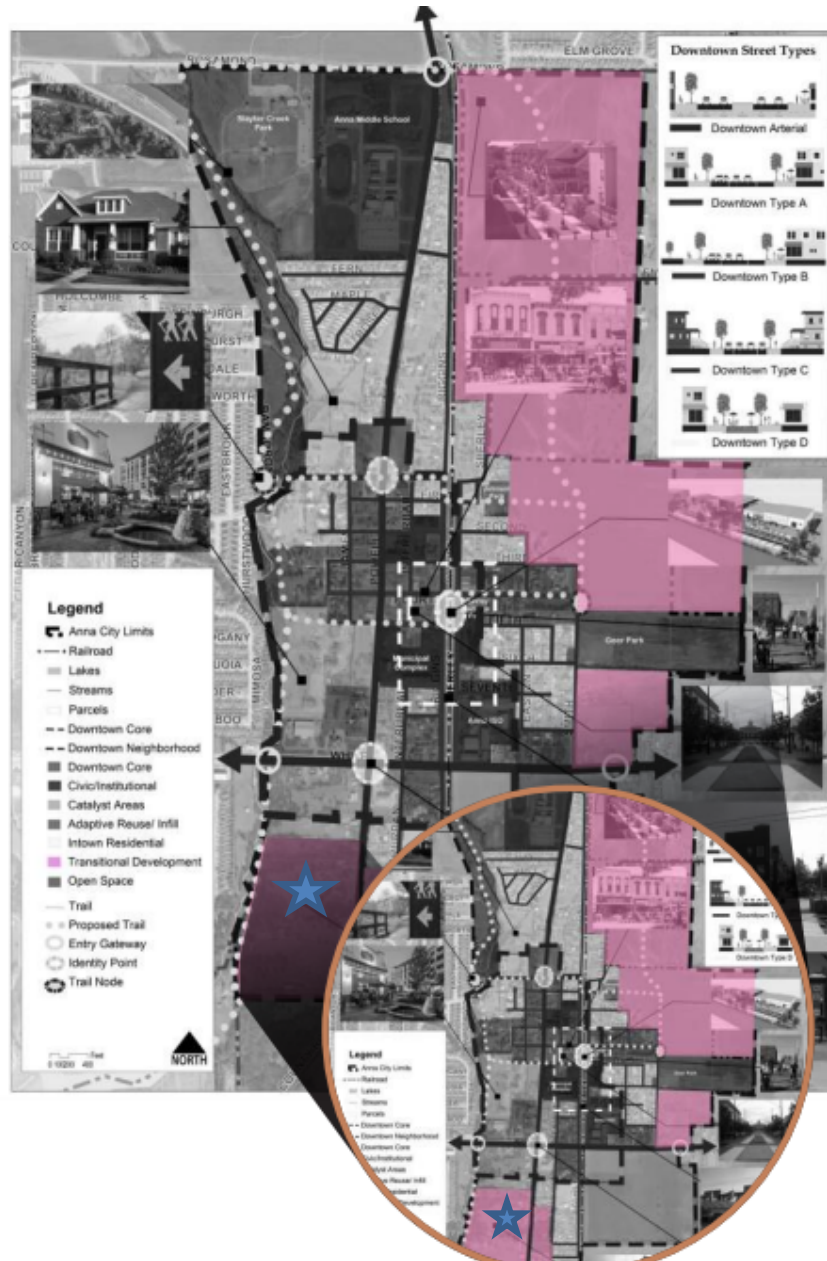
In the far northeast and southwest portions of the Downtown Neighborhood, there are large undeveloped parcels of land identified as Transitional Development areas. The term “transitional” refers to the vision that these areas may change over time from higher density residential products toward the Downtown Core, to lower density, detached residential products on the district’s edges that blend better with the developments in the surrounding community. As with the Intown Residential areas, these Transitional areas are envisioned to support a range of housing types for people at all stages of their lives. These lots have the unique potential to provide additional linkages to the Downtown Core, and once developed, may provide a wide array of building types to support the district. Though not classified as Catalyst Areas as described above, these areas may very well become catalytic in nature and help spur economic growth within the area. Because of the desire for flexibility to maximize the development potential in each of these areas, future land use decisions should emphasize the placemaking elements that define the public realm and reinforce the natural and cultural amenities in the area.

The following primary building types are appropriate in the Transitional Development areas (Mixed-use, office, storefront retail, restaurants, urban attached residential, detached residential, cottage residential):



The following secondary building types are appropriate in the Transitional Development areas (Churches, Civic Structures, Accessory Structures, Open Spaces, Parking Garages, detached residential, cottage residential):





SUMMARY:

The recently adopted Downtown Master Plan identifies the following building types as appropriate for the land area associated with the zoning request; *Mixed-use, office, storefront retail, restaurant*. Additionally, the master plan states that Transitional Development areas may become catalytic in nature and help spur economic growth within the area, contribute to the urban fabric, and serve as a unique Downtown anchor or signature neighborhood.

The proposed zoning request to allow for self-storage, mini-warehouse does not meet the type of development or building types identified within the Downtown Master Plan.

RECOMMENDATION:

If the Commission votes in favor of the zoning request, below are recommended restrictions per the applicants zoning request:

Restrictions:

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit A).
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the I-1 Light Industrial (I-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.
 - i. Parking: Self-service warehouse - 1 per 100 storage cubicles plus 1 per 1,000 sf GRA of office and 2 per living quarters.
 - ii. I-1 miscellaneous provisions:
 - A. fencing along the perimeter of the property shall consist of:
 - i. a minimum ten (10) foot wide landscape buffer and six (6) foot tall ornamental metal fence, such as wrought iron or tubular steel, with eight-foot masonry columns at no more than forty (40) foot intervals. The ten (10) foot-wide landscape buffer shall consist of a vegetative screen comprised of minimum 3" caliber trees planted staggered at twenty-five (25) foot centers; and/or
 - ii. Border fencing of masonry construction of not less than eight feet in height.
3. The Concept Plan will expire after two (2) years of approval.



Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding the Blacklock Storage, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Self-Storage, mini-warehouse on one lot on 4.9± acres generally located the west side of S. Powell Parkway, 909± feet south of W. White Street.

This concept plan is associated with the zoning case and is contingent upon approval of the zoning case.

The purpose for the concept plan is to show the conceptual layout and related site improvements associated with the future self-storage, mini-warehouse development.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The Concept Plan is in conformance with the proposed Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning and Zoning Commission recommend denial.

If the City Council votes to approve via super majority, staff has provided a DRAFT Resolution for consideration.

ATTACHMENTS:

1. DRAFT RESOLUTION- CP (Blacklock Storage, BL A, Lt 1)
2. Exhibit A - Res. (Concept Plan - Blacklock Storage, BL A, Lt 1)

APPROVALS:

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

Created/Initiated - 5/16/2022
Final Approval - 5/17/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR BLACKLOCK STORAGE, BLOCK A, LOT 1.

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

WHEREAS, Cross Point Church Anna, has submitted an application for the approval of the Concept Plan for Blacklock Storage, Block A, Lot 1; and

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Revised Concept Plan

The City Council hereby approves the Concept Plan for Blacklock Storage, Block A, Lot 1 attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 24th day of May 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

Exhibit A

HARLOW LAND CO., LTD.
VOL. 4617, PG. 2624
ZONING: SF-E

ELHODOLI PROPERTIES INC.
A TEXAS CORPORATION
DOC. NO. 20180530000658600
ZONING: SF-1

WROUGHT IRON FENCE
W/ MASONRY COLUMNS

APPROXIMATE ZONING
DISTRICT BOUNDARY LINE

CONNECT TO EX.
WATER LINE AND
RELOCATE

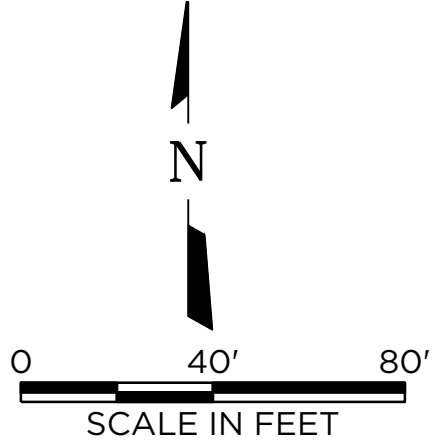
ZONING: C-2

SUEKO NAKAMA
HOFF
DOC. NO.
20110729000793490
ZONING: C-2

KYLE J. ROLLINS
AND WENDY KYNETTE ROLLINS
VOL. 5283, PG. 2676
ZONING: PD-MF-2

ROGER D. WANGLER
AND WIFE,
ASPASIA D. WANGLER
VOL. 2801, PG. 151
ZONING: SF-1

LOT 1, BLOCK 1
PREMIER PAWN
TEXAS ADDITION
DOC. NO.
20100818010001560
ZONING: C-2



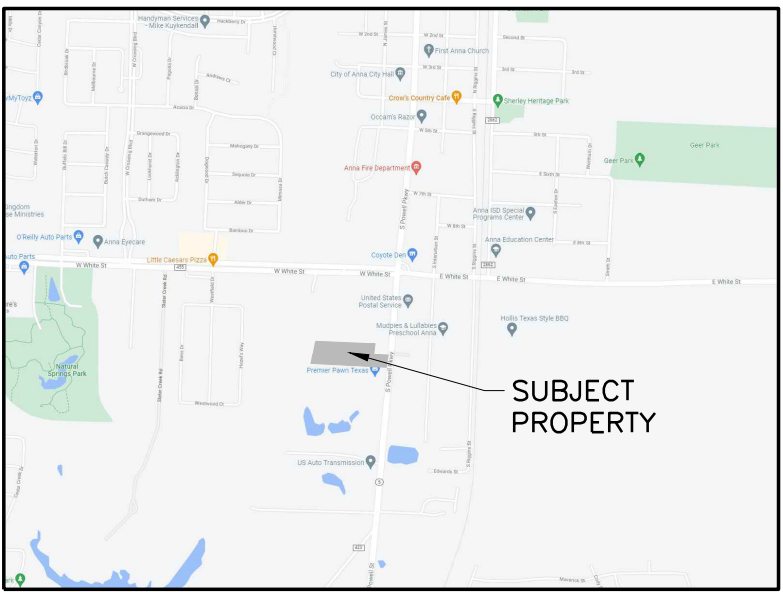
ARTEC INTEGRATED LLC
4100 SPRING VALLEY RD
SUITE 465
DALLAS, TEXAS 75244

TBPE ENGINEERING FIRM F-16272

PROJECT

BLACKLOCK STORAGE
ANNA, TEXAS

DATE:	PROJECT	DATE
NO.	NO.	DATE
1	REVISION	
2		
3		
4		
5		
6		



VICINITY MAP

SITE DATA SUMMARY TABLE

SITE DATA SUMMARY TABLE	
GENERAL SITE DATA	
LOT NUMBER	1
ZONING	PD-1-1
LAND USE	SELF-STORAGE
LOT AREA - SQ FT / AC	211,117 SF / 4.86 AC
BUILDING FOOTPRINT AREA (TOTAL)	86,092 SF
BUILDING HEIGHT (NUMBER OF STORIES)	2
BUILDING HEIGHT (FEET)	20
LOT COVERAGE	40.80%
PARKING	
PARKING REQUIRED (RATIO)	1 SPACE PER 100 UNITS PLUS 1 PER 1,000 SF GFA OF OFFICE
NUMBER OF STORAGE UNITS	800
NUMBER OF OFFICES	1 (1,000 SF)
PARKING REQUIRED	9
PARKING PROVIDED	9
ACCESSIBLE PARKING REQUIRED	1
ACCESSIBLE PARKING PROVIDED	1
LANDSCAPE	
REQUIRED INTERNAL LANDSCAPE AREA	48 SF
TOTAL LANDSCAPE AREA PROVIDED	37,625 SF

CONCEPT PLAN
BLACKLOCK STORAGE
BLOCK A, LOT 1
BEING 4.85 ACRES OUT OF THE
G STARK SURVEY, ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS

MARCH 28, 2022

OWNER/APPLICANT: BLACKLOCK PARTNERS LLC 9355 JACKSBORO HWY FORT WORTH, TX 76135 CONTACT: JD BLACKLOCK PHONE: (254) 717-0229 EMAIL: OFFICE@BLACKLOCKPARTNERS.COM	ENGINEER: ARTEC ENGINEERING 4100 SPRING VALLEY RD DALLAS, TX 75244 CONTACT: JORDAN REY PHONE: (469) 861-5845 EMAIL: JORDAN@ARTEC.SOLUTIONS
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- GENERAL NOTES:
- SITE PLAN COMPLIES WITH ORDINANCES AND GUIDELINES AS DEFINED BY THOR - THOROUGHFARE OVERLAY DISTRICT



Item No. 7.h.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discussion/Action on a Resolution entering into a development agreement with Anna Town Square Partners I, LLC, to establish timelines and development and design regulations for a commercial and multiple-family residence development on 11.0± acres located at the northeast corner of Finley Boulevard and Sharp Street. (Director of Development Services Ross Altobelli)

SUMMARY:

NOTE: AT THE TIME OF PACKET POSTING THE LANGUAGE WITHIN THE DEVELOPMENT AGREEMENT HAD NOT BEEN FINALIZED. ATTACHED IS THE MOST RECENT WORKING DRAFT. STAFF WILL PROVIDE AN UPDATE AT THE COUNCIL MEETING.

The intent of the development agreement is to ensure the use of high quality, durable materials for nonresidential and residential development within the city to create well designed and attractive architecture. Additionally, the development agreement includes development deadlines associated with the construction of the property.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

The applicant is proposing similar development timelines and material standards and percentages recently approved by the Council.

NOTE: IF THE DEVELOPMENT AGREEMENT HAS NOT BEEN FINALIZED BY THE TIME OF THE COUNCIL MEETING, STAFF RECOMMENDS TO CONTINUE THE ASSOCIATED ITEMS UNTIL A FUTURE MEETING.

ATTACHMENTS:

1. Resolution - DA (Serenity at the Square)
2. DRAFT - Serenity at the Square - Development Agreement - council packet
3. EXHIBIT 1 - DA (Serenity at the Square, Concept Plan)

APPROVALS:

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

Created/Initiated - 5/19/2022
Final Approval - 5/19/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH ANNA TOWN SQUARE PARTNERS I, LLC, RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR COMMERCIAL AND MULTIPLE-FAMILY RESIDENCE DEVELOPMENT GENERALLY LOCATED AT THE NORTHEAST CORNER OF FINLEY BOULEVARD AND SHARP STREET.

WHEREAS, Anna Town Square Partners I, LLC is the Property Owner of real estate generally located at the northeast corner of Finley Boulevard and Sharp Street; and

WHEREAS, Property Owners desire to amend the zoning for the subject property to allow a commercial and multiple-family residence development; and

WHEREAS, Property Owner has agreed to development and design regulations should the City approve rezoning the property.

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

Section 1. Recitals Incorporated.

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

Section 2. Approval

The City Council hereby approves the Development Agreement with Anna Town Square Partners I, LLC attached hereto as Exhibit A, and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and take all other actions necessary to finalize, act under and enforce the Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 24th day of May 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered effective as of May 24, 2022 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality ("City") and Anna Town Square Partners I, LLC ("Owner") as follows:

RECITALS

WHEREAS, the Owner is the sole owner of 11.0± acres of real property depicted on Exhibit 1 (the "Property"); and,

WHEREAS, the Property is subject to City Regulations, including without limitation the City's zoning regulations; and,

WHEREAS, the current zoning classification of the Property is Planned Development (Ord. No. 129-2004 & Ord. No. 691-2015) (the "Original Zoning Classification"); and,

WHEREAS, the Owner has applied to rezone the Property and modify the Planned Development zoning district to allow for commercial and multiple-family residences with modified development standards (the "Zoning Change"); and,

WHEREAS, the City's Planning & Zoning Commission and City Council have given the requisite notices by publication and otherwise and have scheduled public hearings with respect to the rezoning of the Property as required by law; and,

WHEREAS, in the event that the Property is rezoned, the City and Owner desire to enter into a development agreement to establish development and design regulations to ensure that future commercial and multi-family residence development is appropriate for the area and fits in well with adjacent properties; and,

WHEREAS, it is the Parties' mutual intent that this agreement shall govern only the subject matter specifically set forth herein and shall supersede City Regulations only to the extent that any such City Regulations directly conflict with the terms of this development agreement; and,

NOW, THEREFORE, in consideration of the above recitals and the mutual consideration as reflected in the covenants, duties and obligations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows, effective as of the Effective Date:

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 development agreement and said recitals constitute representations by Owner and the City.

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

- A. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations unless expressly stated to the contrary in this Agreement or shown in Exhibit 1. City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement. It is expressly understood and the Parties agree that City Regulations applicable to the Property and its use and development include but are not limited to City Code provisions, ordinances, design standards, uniform codes, zoning regulations not affected by this Agreement, and other policies duly adopted by the City including without limitation any such regulations or requirements that were affected by the passage of Texas H.B. 2439, 86(R), codified as Chapter 3000 of the Texas Government Code ("Materials and Methods Regulations"), which are collectively incorporated herein as if set forth in full for all purposes; provided, however, to the extent of any conflict between the requirements of Materials and Methods Regulations and the requirements of this Agreement, this Agreement shall control. For purposes of this Agreement, "City Regulations" mean the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances (including, without limitation, all development fees), design standards, and other policies duly adopted by the City; provided, however, that as it relates to public infrastructure for any given phase of the Project, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within four years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences.
- B. With respect to all structures/development within the PD-I-1 Zoning District, Owner agrees to comply and/or to cause all other persons or entities to comply and any other successors or assigns to comply with all City Regulations and with the masonry material requirements and all other requirements of the Anna City Code of Ordinances, Article 9.04 Zoning Ordinance, Section 9.04.034 Supplementary District Regulations, Subsection (e) Architectural Design Standards, which are incorporated herein as if set forth in full for all purposes, and with the following standards (in the event of any conflict, the following listed standards shall govern). Notwithstanding the foregoing, a Subsequent Owner upon a Closing (as hereinafter defined) must agree in writing to assume Owner's responsibilities set forth herein; provided, however, that if for any reason a Subsequent owner does not agree in writing to assume Owner's responsibilities set forth herein, said Subsequent Owner shall be deemed to have assumed Owner's said responsibilities as

relates to the interest acquired by the Subsequent Owner. For purposes of this Agreement the term "Subsequent Owner" means any person or entity that acquires all or any part of the Property from Owner or Owner's successor in title to the Property or any part thereof.

Multiple-Family Residence Buildings

- A. All three and four-story multi-family residence buildings and structures shall have at least fifty percent (50%), for the first three (3) stories of the total exterior walls that are externally facing within the project (i.e., facing any public Right-of-Ways) above grade level, excluding doors and windows, and recessed balcony areas (should be allowed as plane break), constructed of masonry (brick, stone, pre-cast stone, and other similar veneer material) or Stucco materials with no more than fifty (50%) consisting of cementitious siding (Hardie products).
- B. Two-story urban flat buildings shall have at least fifty percent (50%) of the total exterior wall above grade level, excluding doors and windows, and recessed balcony areas (should be allowed as plane break), constructed of masonry (brick, stone, pre-cast stone, and other similar veneer material) or Stucco materials with no more than fifty percent (50%) consisting of cementitious siding (Hardie products). This only applies to the exterior walls that are directly facing single family residential lots and only the exterior wall facing Finely Road and Sharp Street.
- C. Roofing materials for buildings and structures must be architectural roof shingles or other types of roofing material that are customarily used for similar type of multi-family buildings by way of an example (i.e., asphalt, slate, metal, concrete, clay, terra cotta, wood, etc.), said roofing materials shall be accompanied with a minimum 20-year warranty. Under no circumstances shall three-tab shingles be used as roofing material.
- D. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.
- E. A covered entry area shall be designed at only one entry within each building, at Owner's sole discretion.
- F. A minimum of 50% of all units must have one of the following design features:
 - 1) faux balcony on second and third floors and shall only be applicable for interior facing units or patio on first floor of the building to create outdoor living space.
- G. Four architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but are not limited to:
 - 1) Articulation of building facade,
 - 2) Extensions to the building through bay or box windows, and other similar features projecting out from the facade,

- 3) A horizontal change in building materials between stories of a building,
- 4) Variation in building materials between vertical intervals,
- 5) Variations in window placement,
- 6) Architectural features such as shutters, awnings, dormers, chimneys, decorative moldings or ornamental details, and
- 7) Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition.

SECTION 3. NOTICES.

Any and all notices required to be given by either of the parties hereto must be in writing and will be deemed delivered upon personal service, if hand-delivered, or when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To City:

City Manager
City of Anna
111 North Powell Parkway
PO Box 776
Anna, Texas 75409

To Owner:

Anna Town Square Partners I, LLC
c/o Farus Farmanali
13861 Adare Manor Lane
Frisco, TX 75035

With a copy via email and facsimile to:

The Bazleh Law Firm, P.C.
Attn: Zheila Bazleh Holloway
Three Galleria Tower
13155 Noel Road, Suite 900
Dallas, Texas 75240
Facsimile: 972-360-3974
Email: zbazleh@bazlehlaw.com

SECTION 4. DEADLINES, MODIFICATIONS OR TERMINATION.

A. This Agreement may only be modified and/or terminated as follows: (a) by mutual

written agreement of the City and Owner or, after a Closing (as hereinafter defined), by a Subsequent Owner instead of Owner; and/or (b) unilaterally by City upon default of the Owner or Subsequent Owner that continues beyond all written notice and cure periods provided in Section 5. Notwithstanding the foregoing or any other provision of this Agreement, this Agreement shall terminate and be null and void if the City does not approve the Zoning Change on or before the 24th day of May 2022. The parties acknowledge and agree that the rezoning of the Property is a legislative act and that this Agreement does not bind the City Council to approve any proposed rezoning of the Property.

B. Owner or any Subsequent Owner shall be obligated under this Agreement to timely meet the following deadlines:

1. Within 180 days after City Council approval of the Zoning Change, Owner will have submitted a preliminary plat (showing proposed easements, fire lanes and utilities for the multi-family development), and preliminary civil plans of the Property.
2. Within 180 days after the City has approved the Preliminary Plat, Owner shall have submitted a site plan, landscaping plan, lighting plan, final plat (showing easements, fire lanes and utilities for the multi-family development), and civil plans.
3. A preconstruction meeting between Owner and City staff shall occur within twenty-four calendar months of final approval of the civil plans.
4. Site construction pursuant to final approved civil plans must commence within 60 days after the preconstruction meeting.
5. Owner must submit plans and specifications for the buildings and other improvements not part of the civil plans (the "Building Plans") no later than twenty-four calendar months after civil plans are approved by the City. After the last to occur of (a) approval of the Building Plans by the City of Anna, (b) completion of all construction pursuant to civil plans, (c) acceptance of all civil construction and public improvements by the City of Anna, and (d) recordation of the multi-family development final replat, Owner must submit an application for a building permit within 60 days thereafter (including without limitation the payment of all fees due to the City as required to develop the Property).
6. Recordation in the Official Records of Collin County, Texas of multifamily development final plat must occur within 420 days of commencement of site

construction.

7. Vertical construction pursuant to the Building Plans for approved structures must commence within 120 days after the later to occur of the recordation of final multi-family development plat and obtaining a building permit.
- C. Not by way of limitation as to other material terms and conditions, the deadlines stated above are material terms and conditions of this Agreement and any failure to meet any of the deadlines above (each, a “Deadline Default”) is a material default under this Agreement and shall be subject to the remedies provided in Section 5 below. In addition, a Deadline Default shall not be deemed to have occurred if such delays are due to the City or due to Force Majeure events.
- D. Lender Delays. The City acknowledges that the Owner will be undergoing a financing application process with various Lenders in relation to the development the Property and its improvements. The City represents that it shall work in good faith to adjust this Agreement as needed to comply with reasonable terms required by the Lender. In addition, the City acknowledges that there may be delays in the construction timeline due to the Lender application process. Accordingly, in the event of any delays by the Owner in the timelines set forth in Section 4(B) (or any other timelines set forth in this Agreement), if such delays are due to the Lender or the Lender application process, the City shall provide Owner with an additional grace period of up to two (2) years before any Deadline Default or other form of default shall be triggered.

SECTION 5. DEFAULT.

If Owner, its heirs, successors or assigns or any Subsequent Owner of the Property or any part thereof fails to comply with any of the material terms and conditions included in this Agreement (such defaulting owner referenced herein as “Defaulting Owner”), the City will have the following non-exclusive and cumulative remedies.

- A. Withholding of utilities or withholding or revocation of permits and other approvals required for development and use of the portion of the Property that is the subject of the default (but no other portions of the Property) including without limitation building permits and certificates of occupancy until all defaults have been reasonably cured.
- B. The non-defaulting party will additionally have any and all remedies, including without limitation injunctive and specific performance, available to it at equity or in law.

Notwithstanding the foregoing, a Defaulting Owner shall not be liable for the remedies under this section unless there is a breach of 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 City provided in accordance with this Agreement describing said breach in reasonable detail (or, if the cure of the breach has diligently and continuously been undertaken but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect the cure, as determined by both Parties mutually and in good faith but in no event shall such additional period exceed 120 days unless agreed to in writing by the parties to this Agreement).

SECTION 6. BINDING ON SUCCESSORS, AGREEMENT RUNS WITH THE LAND.

This Agreement will be binding upon and inure to the benefit of the parties' respective successors, assigns and personal representatives. This Agreement runs with the land and is binding on all subsequent owners of the Property or any portions thereof. This section shall be construed liberally to ensure the Parties' intent that this Agreement shall be enforceable regardless of any change of ownership of or interest in the Property. Notwithstanding anything to the contrary in this Section 6 or elsewhere in this Agreement, if the Owner or a Subsequent Owner (the "Transferor") conveys, assigns, or transfers its entire interest in the Property or a part thereof (the "transferred Property") to a Subsequent Owner (the "Transferee") who assumes Transferor's obligations under this Agreement with respect to the transferred Property, the Transferor shall be automatically released from its obligations under this Agreement relating to the transferred Property subsequent to the date of transfer.

SECTION 7. INDEMNIFICATION AND HOLD HARMLESS.

THE OWNER OR ANY SUBSEQUENT OWNER OF THE PROPERTY IN THE EVENT OF A CLOSING (THE "INDEMNIFYING PARTY"), HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS"), ARISING OUT OF THE NEGLIGENCE OR OTHER WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OR OTHER WILLFUL MISCONDUCT OF ANY OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED

BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE INDEMNIFYING PARTY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR BY THE CITY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE INDEMNIFYING PARTY AND THE CITY, THE INDEMNIFYING PARTY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE INDEMNIFYING PARTY'S OWN PERCENTAGE OF RESPONSIBILITY. THE INDEMNIFYING PARTY FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY AS OF THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON ANY OF THE INDEMNIFYING PARTIES' REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY.

At no time shall the City have any control over or charge of the design, construction or installation of any of the improvements to the Property or related work or undertakings, nor the means, methods, techniques, sequences or procedures utilized for the design, construction or installation related to same. This Agreement does not create a joint enterprise or venture between the City and any of the Indemnified Parties. This section shall survive the termination of this Agreement.

SECTION 8. RECORDATION.

This document, including all Exhibits, may be recorded in the Official Records of Collin County, Texas.

SECTION 9. ENTIRE AGREEMENT.

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

SECTION 10. RECITALS AND EXHIBITS.

The recitals herein and exhibits attached hereto are hereby incorporated by reference.

SECTION 11. AUTHORITY.

Owner represents and warrants to the City that the Owner owns the Property and that this

Agreement is binding and enforceable on the Property. Owner may sell the Property or a part thereof to a person or entity (the "Closing") prior to commencement of site construction on the property sold, and in such event the Subsequent Owner shall be required to acknowledge and assume all obligations, liabilities and indemnifications under this Agreement.

SECTION 12. INVALID PROVISIONS.

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

SECTION 13. ESTOPPEL.

On or before 15 days after receipt of a written request from an owner of the Property that desires to transfer its interest in the Property or borrow money secured by a mortgage or deed of trust against the Property or a prospective transferee of an owner's interest or an existing or prospective mortgagee, the City will execute and deliver an estoppel certificate stating that, to the best of the City's knowledge: (i) the transferring or borrowing owner is not in default under this Agreement; and (ii) this Agreement is in full force and effect and whether there are any amendments thereto.

SECTION 14. FORCE MAJEURE.

Whenever a period of time is prescribed in this Agreement for a Party (the "Acting Party") to take an action (other than a payment obligation), the Acting Party will not be liable or responsible for, and there will be excluded from the computation of any such time period, the period of time (the "Force Majeure Period") of delays caused by strikes, riots, acts of God, pandemic, enemy action, shortages of labor or materials, war, acts of terrorism, flood, fire, explosion, unavoidable casualty, or any other causes that are beyond the reasonable control of the Acting Party or any of its employees, agents, or contractors, but not any economic hardship, changes in market conditions, and insufficiency of funds ("Force Majeure"). However, a date will only be extended by a Force Majeure Period if the Acting Party gives notice to the other Party of the occurrence or commencement of the event that constitutes Force Majeure within ten days after the Acting Party knows of the existence or commencement of such event, and claims (in such notice) that such event constitutes Force Majeure. A Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

SECTION 15. EFFECTIVE DATE.

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

[signature page follows]

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 May 2022, 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

Anna Town Square Partners I, LLC

By: _____
Farus Farmanali

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of May 2022, appeared Farus Farmanali known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and verified under oath that he/she executed the same in his/her capacity as Manager.

Notary Public, State of Texas

EXHIBIT "1"
DEPICTION OF THE PROPERTY

DRAFT



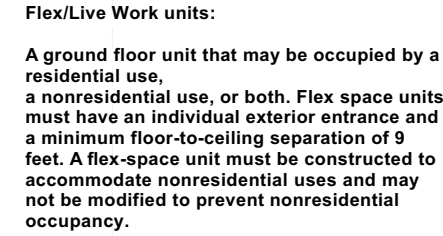
Notes:

I. Flex/Live Work Units: Owner commits to providing that Ground Floor Units designated as Flex/Live Work may be occupied by a residential use, a nonresidential use or both. Such Flex Space units will have individual exterior entrances and a minimum floor to ceiling height of 9 feet.

- Flex units must be constructed to accommodate nonresidential uses and may not be modified to prevent nonresidential occupancy.

II. Landscape Buffer/Perimeter Fence:

- Abutting to the adjacent Single-Family community to the north per their HOA and Plat (refer to ACV plat) there will be a Masonry Screening Wall. Between the single-family lots and the screening masonry wall and multi-family development there shall be a 10-foot-wide landscape buffer with a vegetative screen comprised of minimum 3" caliper trees planted at 25-foot centers. The vegetative screen may be planted within any required landscape buffer.
- Proposing 6'-tall wrought iron fencing with masonry columns every 50' along eastern property boundary.
- Border screening on any perimeter not abutting a single-family lot or public right-of-way shall consist of the following: Ornamental metal fence, such as wrought-iron or tubular steel not less than six feet in height along with masonry columns at no more than 50-foot intervals.



Note:

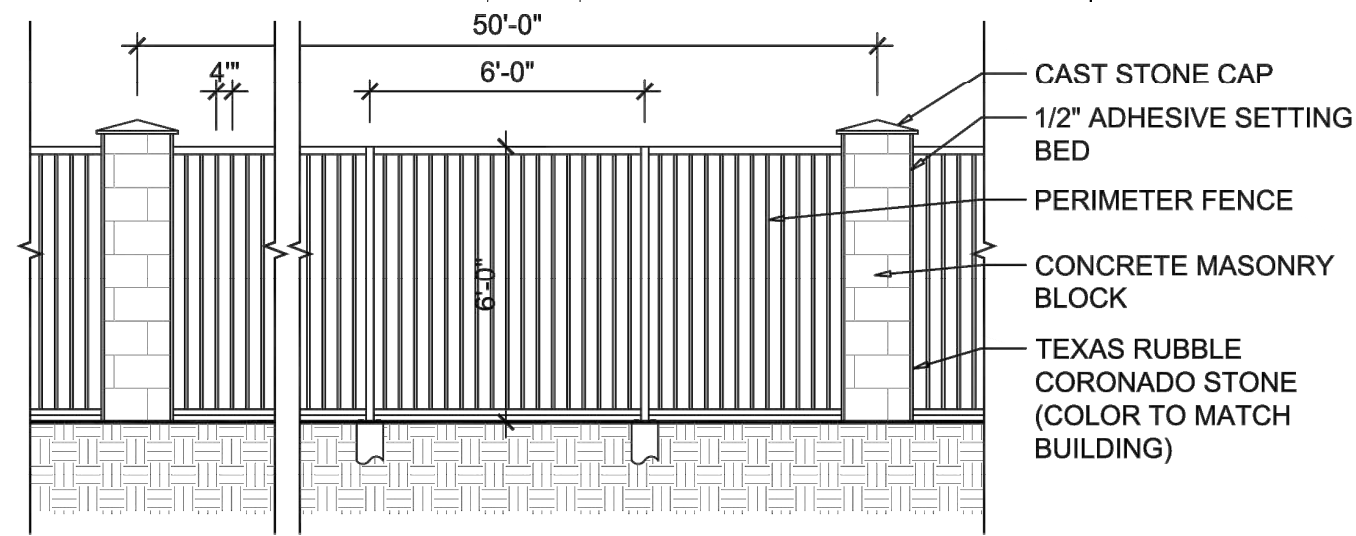
All buildings on site are 3 stories except Building #2.
Building #2 proposed to be 4 stories with ground floor retail of 5,800 square feet. This exceeds the required 10% of ground floor being retail use.
Building #2 ground floor area: 53,300 Sq. Ft.
Retail Area: 13,900 Sq. Ft. (26%)

Planned Development and MF-2 Amendment/Variances

1. **Parking:** Multifamily Residential parking to be :
 - a) 1-bedroom or less: 1 parking space/unit
 - b) 2 & 3 Bedrooms : 2 parking spaces/unit
 - c) 0.25 parking spaces per unit for Guest Parking
2. **Covered Parking:** Required Covered Parking of 50% of required parking spaces (reduced from 75%)
3. **Refuse Facility:** Development shall have a minimum of one compactor onsite and owner controls to providing refuse containers that shall be maintained in a manner to satisfy city public health and sanitary regulations. The refuse facility shall be located so as to provide access and convenient pickup for persons attending. Owner will provide a minimum 30' wide, single compactor and separate recycling container. The refuse facility shall be screened from view on 3 sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than 7 feet nor more than 8 feet in height or by an existing building. The refuse facility shall be located so as to provide safe and convenient pickup as well as resident access.
4. **Landscape Setback:** The landscape buffer along Finley Boulevard shall be waived where parallel parking is proposed adjacent to Finley Boulevard.
5. **Maximum Allowed Height:** For sub-district D, 3-story multi-family structure shall be allowed.
6. **Masonry Wall Requirement:** Masonry wall requirement along the eastern property boundary shall be waived. In its place, a 10' landscape buffer and a 6' wrought iron fencing with masonry columns every 50' is proposed
7. **Commercial/Retail Requirement:** There shall be no commercial/retail requirement for multi-family structures within sub-district F.



Item	
General Site Data	
Zoning (from zoning map)	PD - MF-2 (PD-129)
Land Use (from Zoning Ordinance)	MF-2
Lot Area (square feet & acres)	11.02 Acres (479,783 Square Feet)
Building Footprint Area (square feet)	134,500 Square Feet
Total Building Area (square feet)	438,000 Square Feet
Building Height (# stories / feet (distance to tallest building element))	Urban Flats: 2 Stories (Max 30'), Bldg. #2: 4 Stories (Max 60') All Other Buildings: 3 Stories (Max 45')
Lot Coverage (percent – x.xx%)	28.03%
Multi-Family Units	
# of studios / Minimum square feet	9
# of 1 bedrooms / Minimum unit size	141
# of 2 bedrooms / Minimum unit size	137
# of 3 bedrooms / Minimum unit size	9
Total Standard Multi-Family Units	296 (Including 7 Flex Live/Work Units)
# of attached 1 bedroom units (Urban Flats)	24
Total Unit Count	320
Parking	
Parking Requirement (per PD & MF-2 Amendment/Variations Request)	Studio/1 Bedroom Units: 2 Space (174) 2 or 3 Bedroom Units: 2 Spaces (292) Visitor: 0.25 Spaces (80) Retail: 1 Space/250 Sq.Ft. (56) Total Parking Spaces Provided: 602
Provided Parking (# spaces) by Type	Surface Parking (Including Tandem Spaces): 274 Tuck-Under MF Garages: 77 Urban Flats Garages: 72 Carport Spaces: 168 Slip-In off Finley Blvd.: 11 Total Parking Spaces Provided: 602
Accessible Parking Required (# spaces)	122 (2 Covered Parking Spaces: 317 (52.66% of Total Req.)
Accessible Parking Provided (# spaces)	14
Landscaped Area (including turf areas)	
Open Space Required (1BR: 600 SF, Ea. Additional BR: 300 SF)	235,800 Square Feet (5.48 Acres)
Open Space Provided	Site Landscaping: 94,900 Square Feet Site Amenities: 26,250 Square Feet Amenities (@ 3-to-1 Credit): 119,250 Square Feet Site Total Open Space Provided: 240,400 Square Feet



Note: Abutting to adjacent single-family, masonry wall-to be maintained by single-family HOA (Refer to ACV plat)

TRACT 1 & 2
11.02 ACRES
479,783 SQUARE FEET

TRACT 1
PORTION OF ANNA TOWN CENTER
MIXED USE LLC
INSTRUMENT NUMBER
20150317000291340
O.P.R.C.C.T.

TRACT 2
 PORTION OF ANNA TOWN CENTER
 NO. 4 / SHRP, LTD.
 VOLUME 5631, PAGE 2600
 O.P.R.C.C.T.

Project Number: 2021100
Drawn By: mfereshtehnezhad

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[illegible]

Serenity at the Square, Luxury Apartments

City of Anna, Collin County, Texas

JHP
Architecture/Urban Design
A FIRM WITH A VIBRANT &
EXCITING CULTURE RECOGNIZED
FOR ELEVATED DESIGN

NOT FOR CONSTRUCTION
NOT SET

W. BRIAN KEITH
Registered Architect of the State of:
TEXAS
Registration Number: 15609



Item No. 7.i.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend adopted and existing standards for multiple-family development within portions of Subdistrict I, F, & D of the existing Planned Development on one lot on 11.0± acres located at the northeast corner of Finley Boulevard and Sharp Street. (Director of Development Services Ross Altobelli)

SUMMARY:

Request to amend adopted and existing standards for multiple-family development within portions of Subdistrict I, F, & D of the existing Planned Development.

HISTORY:

Initial Zoning

The zoning of Anna Town Square (Ord. No. 129-2004) is comprised of Sub-Districts (Exhibit B) that contain adopted conditions/standards associated with each. A Concept Plan (Exhibit C) identified roadway alignments that provided borders associated with each sub-district boundary. However, within Section 4: Design Standards of the zoning there was a subsection associated with Roads which included the following language;

Roads:

..."The alignments shown on the plan are conceptual. The alignments of each of the roads may be repositioned at the time of platting for each individual tract."....

When the initial and subsequent preliminary plats were submitted for development within Anna Town Square the alignment of the proposed roadways shown on the approved Concept Plan and outlined within the Sub-District Map were modified.

Unfortunately, the Sub-District areas and Concept Plan were not modified accordingly to match that of the modified roadway alignments.

Zoning Amendments

The initial zoning associated with Anna Town Square has been amended per the following Ordinance amendments.

Ord. No. 236-2005 Additional land area added to the PD

Ord. No. 627-2013 Add an additional sub-district and modify sub-districts A & B conditions/standards.

Ord. No. 691-2015 Adding land use to sub-districts I, H, F, & D (Longhorn cattle)

Ord. No. 703-2015 Palladium apartments

Ord. No. 755-2018 Modify sub-district F & H conditions/standards

Ord. No. 942-2021 Parmore – Anna Senior apartments

Ord. No. 943-2021 The Grand at Anna apartments

REMARKS:

The subject property is located within portions of District I (Southern Town Center Adjacency Zone), District F (Southern Town Center Zone), and District D (Town Center Town Home Zone) within the Anna Town Center Planned Development Districts that are depicted within Exhibit B (Sub- District Map) and Exhibit C (Concept Plan) within Ord. No. 129-2004 (Exhibit 1).

The applicant is requesting to modify Planned Development Sub District standards and existing MF-2 Multiple-Family Residential – High Density (MF-2) development standards associated with parking, fencing, and refuse facilities.

A concept plan (Exhibit 2), Serenity at the Square Block A, Lot 1, accompanies this request.

Surrounding Land Uses and Zoning

North Single-family residences, under construction (Anna Crossing Villas).

East Across Finley Boulevard – vacant land zoned (Ord. No. 129-2004 & Ord. No. 691-2015)

South Across Sharp Street – existing single-family residences (Anna Crossing Phase 1A)

West Existing single-family residences (Anna Crossing Phase 5)

Planned Development Sub-Districts I, F, & D

The tract of land associated with the applicant's zoning amendment is located within three Planned Development Sub-Districts (I, F & D). Each district permits the land use of multi-family by-right per Exhibit D (Land Use Matrix) within Ord. No. 129-2004.

Sub-District I - Multi-family development allowed by-right with a maximum height of 3 stories or 50 feet and/or 4 stories or 65 feet when commercial uses are on the first floor.

The maximum density allowed is 24 units per acre free standing with 36 units per acre when above commercial uses.

Sub-District F - Any multi-family building located within Sub-District F must contain a commercial component. The maximum density allowed is 24 units per acre free standing with 36 units per acre when above commercial uses.

Sub-District D - Attached or detached unit types either on platted lots or multiple units on a single lot. Maximum height of two and a half stories or 35 feet.

Proposed Planned Development Stipulations

Land Use – Sub-District F requires a commercial component within any multiple-family residence building.

- The applicant is requesting to waive the commercial land use component for the area of their development located within Sub-District F

Maximum Height – Sub-District D includes a Maximum Height allowance of 2.5 Stories or 35 feet.

- The applicant is proposing to modify the maximum height allowance for the portion of the tract located within Sub-District D to match and be in alignment within Sub-District I and F. 3 Stories or 50 feet; 4 Stories or 65 feet when commercial uses are on the first floor.

Parking – Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is proposing to reduce the required parking for one-bedroom and studio units to 1 space and reduce the amount of covered parking to 50%.
- The zoning will maintain the required two (2) spaces per two or more-bedroom units and additional 0.25 visitor parking requirements.

Screening fence – The MF-2 zoning requires border fencing of masonry construction not less than eight feet in height be installed along the property line on any perimeter not abutting a public street right-of-way.

When the zoning for Anna Crossing Villas, located to the north, was established and amended (Ord. No. 755-2018 & Ord. No. 768-2018) there was a specific stipulation that required a 6' masonry wall.

“A 6’ Masonry Wall shall be constructed along the Southern board of Patio Home Development.”

- The applicant is requesting not to install a screening fence along the northern property due to the zoning stipulation for Anna Crossing Villas
- Along the eastern property boundary install a six-foot-high ornamental metal fence with masonry columns at no more than 50-foot.
- Along both the northern and eastern property boundaries, in addition to the Anna Crossing Villas masonry wall and the proposed ornamental metal fencing, include a 10’ wide landscape buffer with vegetative screening. The vegetative screen is to comprise of minimum 3” caliber trees planted staggered at 25-foot centers.

Refuse Facilities – Rather than having multiple dumpsters, the application is proposing one compactor on-site and utilizing a valet waste service.

Landscape Buffer – For multiple-family parcels, a minimum 20-foot landscape buffer adjacent to the right-of-way of any major thoroughfare is required.

- The applicant is proposing to remove the landscape buffer requirement along a section of Finley Boulevard where slip driveway and parallel parking is proposed.

To help support and justify the modified standards, the applicant has provided additional information (Exhibit 3).

Flex live/work units - Within multi-family building #2 the development includes seven (7) of these units types which are designed with individual exterior entrances and a minimum floor to ceiling separation of 9 feet. These unit types can be occupied by residential use, nonresidential use, or both.

Commercial lease space - A minimum of 5,000 square feet of commercial lease spaces is required in conformance with uses allowed within Sub District F per Exhibit “D” Land Use Matrix within Ord. No. 129-2004.

ISSUES:

Land Use: A portion of the applicant’s property is located within Sub-District F. Sub-District F requires a commercial component within any multi-family residence building. The applicant is requesting to remove this requirement due to the location of Sub-District F and the form of multi-family development proposed within the majority of this sub-district area (attached 1-bedroom units, urban flats).

Building Height: A portion of the applicant’s property is located within Sub-District D. Sub-District D has a different maximum height allowance than Sub-Districts I & F. The applicant’s request to increase the maximum height maintains current maximum height

allowances established for multi-family developments.

Parking: The applicant is only requesting to reduce the amount of parking allocated for 1-bedroom and studio units while maintaining requirements for larger units and guest parking. Additionally, the applicant is requesting to reduce the amount of covered parking from 75% to 50%.

Screening Fence: The residential development along the northern property boundary (Anna Villas), as part of their zoning, is required to install a 6' masonry wall along their southern district boundary. To soften the visual appearance between the multiple-family residence development and the existing residential developments to the east the applicant is requesting to install wrought iron fencing with masonry columns rather than a solid masonry wall. Additionally, along property boundaries not abutting street R.O.W., the applicant is proposing a 10-foot-wide landscape buffer comprised of trees planted staggered at 25-foot centers.

Refuse Facility: Rather than having multiple dumpster locations that could be in close proximity to neighboring developments, the applicant is requesting to install one trash compactor and utilize a valet waste service to collect residents' trash directly on scheduled days.

Landscape Buffer: The applicant is requesting to waive the 20-foot landscape buffer requirement along Finley Boulevard for the section of right-of-way where parallel parking is proposed along the slip road. The parallel parking is primarily designed for future retail tenants.

Flex live/work units: The permitted uses within the flex live/work units shall be limited uses as permitted by right or by specific use permit in the C-1 Restricted Commercial District with the exception of Automotive and Related Service Uses.

SUMMARY:

Request to modify existing multiple-family residence development standards on 11.0± acres located at the northeast corner of Finley Boulevard and Sharp Street.

The subject property currently allows multi-family land use by-right. The applicant is proposing to modify multiple-family residence development standards that they believe will allow for a superior development than what would be allowed under existing zoning allowances.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The Planning and Zoning Commission recommended approval.

ATTACHMENTS:

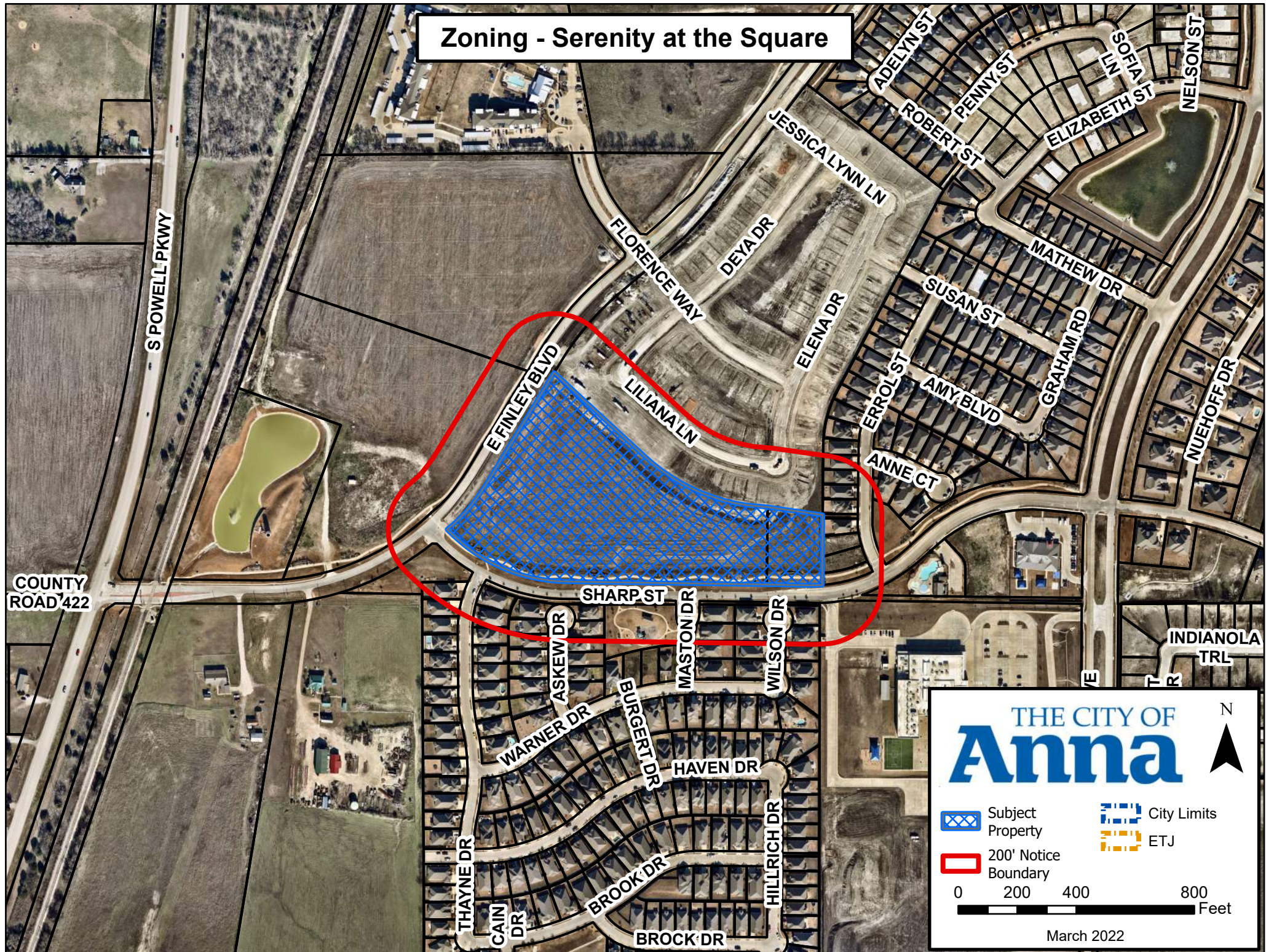
1. Locator Map
2. Ordinance - Serenity at the Square
3. EXHIBIT 1 - Ord. (Serenity concept plan)
4. PZ - STAFF REPORT (Zoning) - Serenity at the Square
5. EXHIBIT 1 - Staff Report, ORD 129-2004, PD Zoning Town Center
6. EXHIBIT 2 - Staff Report, concept plan
7. EXHIBIT 3 - Staff Report, Applicants PD justification
8. Serenity at the Square - Color Rendering 4-27-22

APPROVALS:

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

Created/Initiated - 5/16/2022
Final Approval - 5/17/2022

Zoning - Serenity at the Square



CITY OF ANNA, TEXAS
**(Property zoned under this ordinance is generally located at the northeast corner of
Finley Boulevard and Sharp Street.)**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

WHEREAS, the City has received a requested zoning amendment from Anna Town Square Partners I, LLC on Property described in Exhibit 1 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located on the located at the northeast corner of Finley Boulevard and Sharp Street was zoned by Ordinance 129-2004 & Ord. No. 691-2015; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. Recitals Incorporated

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

Section 2. Zoning Change

The Anna City Code of Ordinances (the "Anna Code") are hereby amended by amending the zoning of the Property depicted in the Concept Plan on the attached Exhibit 1.

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of a high-quality Commercial and Multiple-Family Residences project.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City's Zoning Ordinance shall apply.

3. Development Standards.

- A. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit A).
- B. Standards and Area Regulations: Development must comply with development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations unless except as otherwise modified within Standards for Multi-Family Developments identified within District I & F under Ordinance No. 129-2004 and Ordinance No. 691-2015 or as specified herein.
 - i. Land use: Remove commercial land use component for Sub-District F
 - ii. Maximum height (feet): 3 Stories or 50 feet; 4 Stories or 65 feet when commercial uses are on the first floor.
 - iii. Maximum number of units: 320
 - iv. Front yard setback: Multi-family building #4, as shown on the approved Concept Plan, shall be set back a minimum of 46 feet from the Sharp Street right-of-way.
 - v. Parking: A minimum of 1 off-street parking spaces shall be provided per one-bedroom and studio units, two (2) spaces per two or more-bedroom units, plus 0.25 per dwelling unit for visitor parking.
 - vi. Covered parking: 50% of the required unit parking must be covered to include garages.
 - vii. Perimeter fence: Border screening and fencing on any perimeter not abutting a public right-of-way shall consist of the following:
 - 1) Ornamental metal fence, such as wrought iron or tubular steel no less than six feet in height along with masonry columns at no more than 50-foot intervals.

- 2) Along the northern and eastern property boundary a 10-foot-wide landscape buffer consisting of a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers.
 - viii. Refuse facilities: Development shall have a minimum of one compactor onsite. Each compactor facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Refuse containers shall be provided and maintained in a manner to satisfy city public health and sanitary regulations. Development will utilize a valet waste service to collect residents' trash directly on scheduled days.
 - ix. Landscape buffer:
 - 1) Waiver of the 20-foot landscape buffer requirement along Finley Boulevard for the section of right-of-way where parallel parking is proposed.
 - 2) A 10-foot landscape buffer/screening shall be provided along the entire building frontage of Multi-family building #4 as shown on the approved Concept Plan.
 - x. Flex live/work units:
 - 1) Multi-Family Building #2, as shown on the Concept Plan, shall be designed with a minimum seven (7) flex live/work units. Flex live/work units are defined as ground floor units that may be occupied by a residential use, a nonresidential use, or both. Flex live/work units must have an individual exterior entrance and a minimum floor-to-ceiling separation of 9 feet. A flex live/work unit must be constructed to accommodate nonresidential uses and may not be modified to prevent nonresidential occupancy.
 - 2) Permitted uses: Uses as permitted by right or by specific use permit in the C-1 Restricted Commercial District are permitted by right or with a specific use permit within the flex live/work units except Automotive and Related Service Uses.
 - xi. Commercial lease space: A minimum of 5,000 square feet of commercial lease spaces is required in conformance with uses allowed within Sub District F per Exhibit "D" Land Use Matrix within Ord. No. 129-2004.
3. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Concept Plan. Non-substantial changes of detail on the final development plan(s) that differ from the Concept Plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.
 4. The Concept Plan will expire after two (2) years of approval.

Section 3. **Official Zoning Map**

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. **Savings, Repealing and Severability Clauses**

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

Section 5. **Penalty**

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

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

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

PASSED by the City Council of the City of Anna, Texas this 24th day of May 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

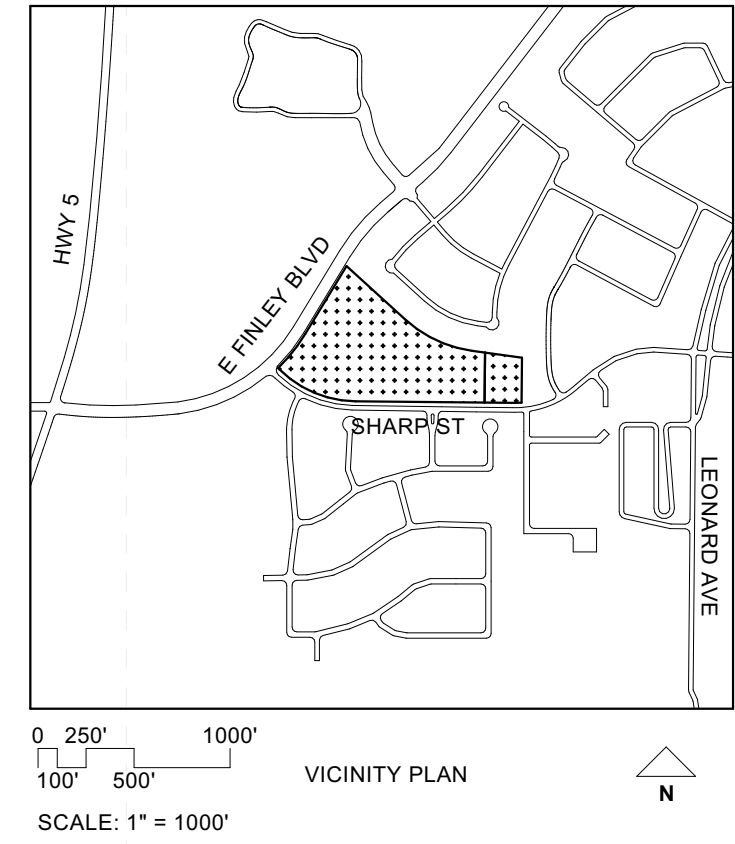


EXHIBIT 1

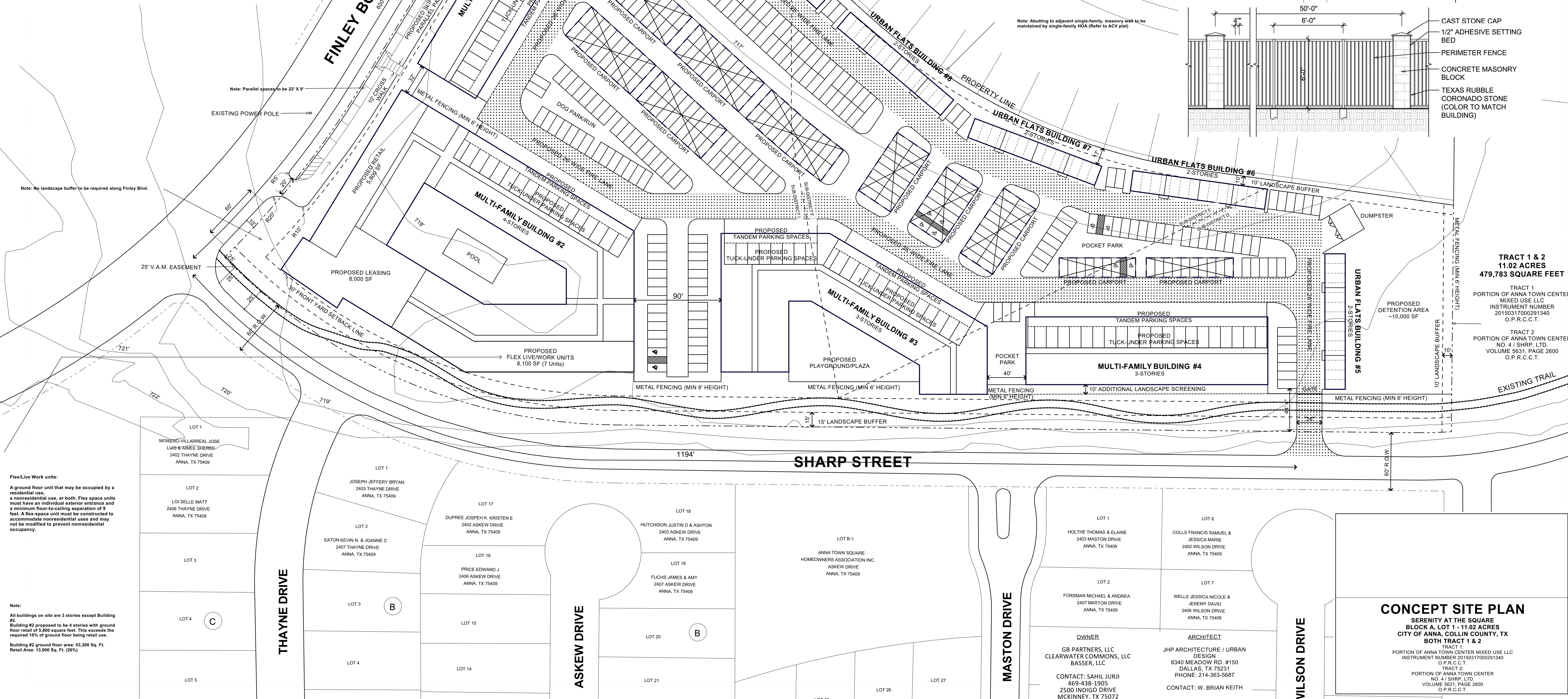
Notes:

I. **Flex/Live Work Units:** Owner commits to providing that Ground Floor Units designated as Flex/Live Work may be occupied by a residential use, a nonresidential use or both. Such Flex Space units will have individual exterior entrances and a minimum floor to ceiling height of 9 feet.

- Flex units must be constructed to accommodate nonresidential uses and may not be modified to prevent nonresidential occupancy.

II. **Landscape Buffer/Perimeter Fence:**

- Abutting to the adjacent Single-Family community to the north per their HOA and Plat (refer to ACV plat) there will be a Masonry Screening Wall. Between the single-family lots and the screening masonry wall and multi-family development there shall be a 10-foot-wide landscape buffer with a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers. The vegetative screen may be planted within any required landscape buffer.
- Proposing 6'-tall wrought iron fencing with masonry columns every 50' along eastern property boundary.
- Border screening on any perimeter not abutting a single-family lot or public right-of-way shall consist of the following: Ornamental metal fence, such as wrought iron or tubular steel not less than six feet in height along with masonry columns at no more than 50-foot intervals.

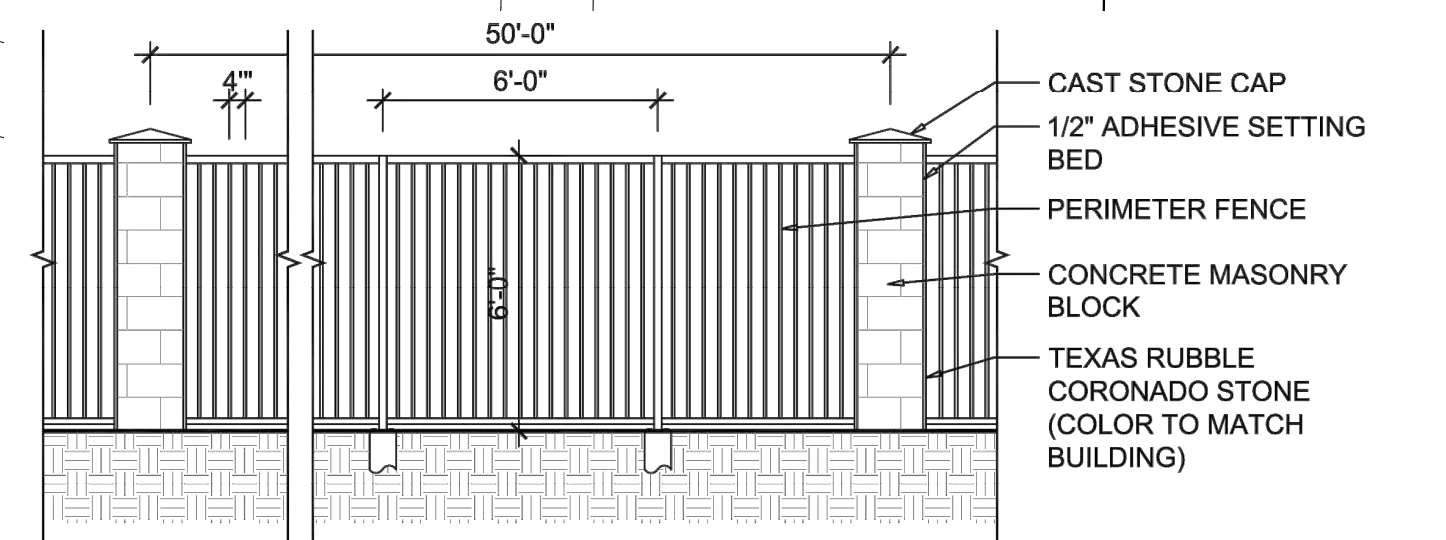


Planned Development and MF-2 Amendment/Variances:

- Parking:** Multifamily Residential parking to be :
 - 1-bedroom or less: 1 parking space/unit
 - 2 & 3 Bedrooms : 2 parking space/unit
 - 0.25 parking spaces per unit for Guest Parking
- Covered Parking:** Required Covered Parking of 50% of required parking spaces (reduced from 75%)
- Refuse Facility:** Development shall have a minimum of one compactor onsite and owner commits to providing refuse container/s that shall be maintained in a manner to satisfy city public health and sanitary regulations. The refuse facility shall be located so as to provide safe and convenient pickup by refuse collection agencies. Owner will provide a minimum 30 cubic yard compactor and separate recycling container/s. The refuse facility shall be screened from view on 3 sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than 7 feet nor more than 8 feet in height or by an enclosure within a building. The Refuse facility shall be located so as to provide safe and convenient pickup as well as resident access.
- Landscape Setback:** The landscape buffer along Finley Boulevard shall be waived where parallel parking is proposed adjacent to Finley Boulevard.
- Maximum Allowed Height:** For sub-district D, 3-story multi-family structure shall be allowed.
- Masonry Wall Requirement:** Masonry wall requirement along the eastern property boundary shall be waived. In its place, a 10' landscape buffer and a 6' wrought iron fencing with masonry columns every 50' is proposed
- Commercial/Retail Requirement:** There shall be no commercial/retail requirement for multi-family structures within sub-district F.

Site Data Summary Table

Item	
General Site Data	
Zoning (from zoning map)	PD - MF-2 (PD-129)
Land Use (from Zoning Ordinance)	MF-2
Lot Area (square feet & acres)	11.02 Acres (479,783 Square Feet)
Building Footprint Area (square feet)	134,500 Square Feet
Total Building Area (square feet)	438,000 Square Feet
Building Height (# stories / feet (distance to tallest building element))	Urban Flats: 2 Stories (Max 30'), Bldg. #2: 4 Stories (Max 60') All Other Buildings: 3 Stories (Max 45')
Lot Coverage (percent - x.xx%)	28.03%
Multifamily Units	
# of studios / Minimum square feet	9
# of 1 bedrooms / Minimum unit size	141
# of 2 bedrooms / Minimum unit size	137
# of 3 bedrooms / Minimum unit size	9
Total Standard Multi-Family Units	296 (Including 7 Flex Live/Work Units)
# of attached 1 bedroom units (Urban Flats)	24
Total Unit Count	320
Parking	
Parking Requirement (per PD & MF-2 Amendment/Variances Request)	Studio/1 Bedroom Units: 2 Space (174) 2 or 3 Bedroom Units: 2 Spaces (292) Visitor: 0.25 Spaces (80) Retail: 1 Space/250 Sq. Ft. (56) Total Parking Spaces Required: 602
Provided Parking (# spaces) by Type	Surface Parking (Including Tandem Spaces): 274 Tuck-Under MF Garages: 77 Urban Flats Garages: 72 Carport Spaces: 168 Slip-In off Finley Blvd.: 11 Total Parking Spaces Provided: 602 Total Covered Parking Spaces: 317 (52.66% of Total Req.)
Accessible Parking Required (# spaces)	12 (2 Spaces / 100 Parking Spaces Required)
Accessible Parking Provided (# spaces)	14
Landscape Area (including turf areas)	
Open Space Required (1BR: 600 SF, Ea. Additional BR: 300 SF)	235,800 Square Feet (5.48 Acres)
Open Space Provided	Site Landscaping: 94,900 Square Feet Site Amenities: 26,250 Square Feet Amenities (@ 3-to-1 Credit): 119,250 Square Feet Site Total Open Space Provided: 240,400 Square Feet



TRACT 1 & 2
11.02 ACRES
479,783 SQUARE FEET

TRACT 1:
PORTION OF ANNA TOWN CENTER
MIXED USE LLC
INSTRUMENT NUMBER
20150317000291340
O.P.R.C.C.T.

TRACT 2:
PORTION OF ANNA TOWN CENTER
NO. 4 / SHRP, LTD.
VOLUME 5631, PAGE 2600
O.P.R.C.C.T.

JHP

Architecture / Urban Design

A FIRM WITH A VIBRANT &
EXCITING CULTURE RECOGNIZED
FOR ELEVATED DESIGN

NOT FOR CONSTRUCTION
NOT SET

W. BRIAN KEITH
Registered Architect of the State of:
TEXAS
Registration Number: 15609

Serenity at the Square, Luxury Apartments

City of Anna, Collin County, Texas

Project Number: 2021100
Drawn By: mfereshthehnezhad

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Delta	Issue Name	Date

CONCEPT SITE PLAN

SERENITY AT THE SQUARE
BLOCK A, LOT 1 - 11.02 ACRES
CITY OF ANNA, COLLIN COUNTY, TX
BOTH TRACT 1 & 2

TRACT 1:
PORTION OF ANNA TOWN CENTER MIXED USE LLC
INSTRUMENT NUMBER 20150317000291340
O.P.R.C.C.T.

TRACT 2:
PORTION OF ANNA TOWN CENTER
NO. 4 / SHRP, LTD.
VOLUME 5631, PAGE 2600
O.P.R.C.C.T.

OWNER
GB PARTNERS, LLC
CLEARWATER COMMONS, LLC
BASSER, LLC

CONTACT: SAHIL JURJI
469-439-1905
2500 INDIGO DRIVE
MCKINNEY, TX 75072

ARCHITECT
JHP ARCHITECTURE / URBAN
DESIGN
8340 MEADOW RD. #150
DALLAS, TX 75231
PHONE: 214-363-5887

CONTACT: W. BRIAN KEITH

CONCEPT SITE PLAN

CITY OF ANNA
PLANNING & ZONING COMMISSION

May 2, 2022

Public Hearing: Zoning – PD-C-2/MF-2 (Serenity at the Square)

Applicant: Anna Town Square Partners I, LLC

DESCRIPTION:

Request to amend adopted and existing standards for multiple-family development within portions of Subdistrict I, F, & D of the existing Planned Development on one lot on 11.0± acres located at the northeast corner of Finley Boulevard and Sharp Street. The property is currently zoned Planned Development (Ord. No. 129-2004 & Ord. No. 691-2015).

HISTORY:

Initial Zoning

The zoning of Anna Town Square (Ord. No. 129-2004) is comprised of Sub-Districts (Exhibit B) that contain adopted conditions/standards associated with each. A Concept Plan (Exhibit C) identified roadway alignments that provided borders associated with each sub-district boundary. However, within Section 4: Design Standards of the zoning there was a subsection associated with Roads which included the following language;

Roads:

...“The alignments shown on the plan are conceptual. The alignments of each of the roads may be repositioned at the time of platting for each individual tract.”....

When the initial and subsequent preliminary plats were submitted for development within Anna Town Square the alignment of the proposed roadways shown on the approved Concept Plan and outlined within the Sub-District Map were modified. Unfortunately, the Sub-District areas and Concept Plan were not modified accordingly to match that of the modified roadway alignments.

Zoning Amendments

The initial zoning associated with Anna Town Square has been amended per the following Ordinance amendments.

<i>Ord. No. 236-2005</i>	Additional land area added to the PD
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<i>Ord. No. 627-2013</i>	Add an additional sub-district and modify sub-districts A & B conditions/standards.
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<i>Ord. No. 691-2015</i>	Adding land use to sub-districts I, H, F, & D (Longhorn cattle)
<i>Ord. No. 703-2015</i>	Palladium apartments
<i>Ord. No. 755-2018</i>	Modify sub-district F & H conditions/standards
<i>Ord. No. 942-2021</i>	Parmore – Anna Senior apartments
<i>Ord. No. 943-2021</i>	The Grand at Anna apartments

REMARKS:

The subject property is located within portions of District I (Southern Town Center Adjacency Zone), District H (Southern Town Center Zone), and District D (Town Center Town Home Zone) within the Anna Town Center Planned Development Districts that are depicted within Exhibit B (Sub- District Map) and Exhibit C (Concept Plan) within Ord. No. 129-2004 (Exhibit 1).

The applicant is requesting to modify Planned Development Sub District standards and existing MF-2 Multiple-Family Residential – High Density (MF-2) development standards associated with parking, fencing, and refuse facilities.

A concept plan (Exhibit 2), Serenity at the Square Block A, Lot 1, accompanies this request.

Surrounding Land Uses and Zoning

North	Single-family residences, under construction (Anna Crossing Villas).
East	Across Finley Boulevard – vacant land zoned (Ord. No. 129-2004 & Ord. No. 691-2015)
South	Across Sharp Street – existing single-family residences (Anna Crossing Phase 1A)
West	Existing single-family residences (Anna Crossing Phase 5)

Planned Development Sub-Districts I, F, & D

The tract of land associated with the applicant's zoning amendment is located within three Planned Development Sub-Districts (I, F & D). Each district permits the land use of multi-family by-right per Exhibit D (Land Use Matrix) within Ord. No. 129-2004.

Sub-District I - Multi-family development allowed by-right with a maximum height of 3 stories or 50 feet and/or 4 stories or 65 feet when commercial uses are on the first floor. The maximum density allowed is 24 units per acre free standing with 36 units per acre when above commercial uses.

Sub-District F - Any multi-family building located within Sub-District F must contain a commercial component. The maximum density allowed is 24 units per acre free standing with 36 units per acre when above commercial uses.

Sub-District D - Attached or detached unit types either on platted lots or multiple units on a single lot. Maximum height of two and a half stories or 35 feet.

Proposed Planned Development Stipulations

Land Use – Sub-District F requires a commercial component within any multiple-family residence building.

- The applicant is requesting to waive the commercial land use component for the area of their development located within Sub-District F

Maximum Height – Sub-District D includes a Maximum Height allowance of 2.5 Stories or 35 feet.

- The applicant is proposing to modify the maximum height allowance for the portion of the tract located within Sub-District D to match and be in alignment within Sub-District I and F.
 - *3 Stories or 50 feet; 4 Stories or 65 feet when commercial uses are on the first floor.*

Parking – Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is proposing to reduce the required parking for one-bedroom and studio units to 1 space and reduce the amount of covered parking to 50%.
- The zoning will maintain the required two (2) spaces per two or more-bedroom units and additional 0.25 visitor parking requirements.

Screening fence – The MF-2 zoning requires border fencing of masonry construction not less than eight feet in height be installed along the property line on any perimeter not abutting a public street right-of-way.

When the zoning for Anna Crossing Villas, located to the north, was established and amended (Ord. No. 755-2018 & Ord. No. 768-2018) there was a specific stipulation that required a 6' masonry wall.

“A 6' Masonry Wall shall be constructed along the Southern board of Patio Home Development.”

- The applicant is requesting not to install a screening fence along the northern property due to the zoning stipulation for Anna Crossing Villas
- Along the eastern property boundary install a six-foot-high ornamental metal fence with masonry columns at no more than 50-foot.

- Along both the northern and eastern property boundaries, in addition to the Anna Crossing Villas masonry wall and the proposed ornamental metal fencing, include a 10' wide landscape buffer with vegetative screening. The vegetative screen is to comprise of minimum 3" caliber trees planted staggered at 25-foot centers.

Refuse Facilities – Rather than having multiple dumpsters, the application is proposing one compactor on-site and utilizing a valet waste service.

Landscape Buffer – For multiple-family parcels, a minimum 20-foot landscape buffer adjacent to the right-of-way of any major thoroughfare is required.

- The applicant is proposing to remove the landscape buffer requirement along a section of Finley Boulevard where slip driveway and parallel parking is proposed.

To help support and justify the modified standards, the applicant has provided additional information (Exhibit 3).

ISSUES:

Land Use: A portion of the applicant's property is located within Sub-District F. Sub-District F requires a commercial component within any multi-family residence building. The applicant is requesting to remove this requirement due to the location of Sub-District F and the form of multi-family development proposed within the majority of this sub-district area (attached 1-bedroom units, urban flats).

Building Height: A portion of the applicant's property is located within Sub-District D. Sub-District D has a different maximum height allowance than Sub-Districts I & F. The applicant's request to increase the maximum height maintains current maximum height allowances established for multi-family developments.

Parking: The applicant is only requesting to reduce the amount of parking allocated for 1-bedroom and studio units while maintaining requirements for larger units and guest parking. Additionally, the applicant is requesting to reduce the amount of covered parking from 75% to 50%.

Screening Fence: The residential development along the northern property boundary (Anna Villas), as part of their zoning, is required to install a 6' masonry wall along their southern district boundary. To soften the visual appearance between the multiple-family residence development and the existing residential developments to the east the applicant is requesting to install wrought iron fencing with masonry columns rather than a solid masonry wall. Additionally, along property boundaries not abutting street R.O.W., the applicant is proposing a 10-foot-wide landscape buffer comprised of trees planted staggered at 25-foot centers.

Refuse Facility: Rather than having multiple dumpster locations that could be in close proximity to neighboring developments, the applicant is requesting to install one trash compactor and utilize a valet waste service to collect residents' trash directly on scheduled days.

Landscape Buffer: The applicant is requesting to waive the 20-foot landscape buffer requirement along Finley Boulevard for the section of right-of-way where parallel parking is proposed along the slip road. The parallel parking is primarily designed for future retail tenants.

SUMMARY:

Request to modify existing multiple-family residence development standards on 11.0± acres located at the northeast corner of Finley Boulevard and Sharp Street.

The subject property currently allows multi-family land use by-right. The applicant is proposing to modify multiple-family residence development standards that they believe will allow for a superior development than what would be allowed under existing zoning allowances.

RECOMMENDATION:

If the Planning & Zoning Commission is in agreement with the proposed amendments as presented by the applicant the Commission should include the following restrictions as part of their motion.

Recommended for approval as follows:

Restrictions:

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit A).
2. Standards and Area Regulations: Development must comply with development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations unless except as otherwise modified within Standards for Multi-Family Developments identified within District I & F under Ordinance No. 129-2004 and Ordinance No. 691-2015 or as specified herein.
 - A. Land use: Remove commercial land use component for Sub-District F
 - B. Maximum height (feet): 3 Stories or 50 feet; 4 Stories or 65 feet when commercial uses are on the first floor.
 - C. Maximum number of units: 320

- D. Front yard setback: Multi-family building #4, as shown on the approved Concept Plan, shall be set back a minimum of 46 feet from the Sharp Street right-of-way.
 - E. Parking: A minimum of 1 off-street parking spaces shall be provided per one-bedroom and studio units, two (2) spaces per two or more-bedroom units, plus 0.25 per dwelling unit for visitor parking.
 - F. Covered parking: 50% of the required unit parking must be covered to include garages.
 - G. Perimeter fence: Border screening and fencing on any perimeter not abutting a public right-of-way shall consist of the following:
 - i. Ornamental metal fence, such as wrought iron or tubular steel no less than six feet in height along with masonry columns at no more than 50-foot intervals.
 - ii. Along the northern and eastern property boundary a 10-foot-wide landscape buffer consisting of a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers.
 - H. Refuse facilities: Development shall have a minimum of one compactor onsite. Each compactor facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Refuse containers shall be provided and maintained in a manner to satisfy city public health and sanitary regulations. Development will utilize a valet waste service to collect residents' trash directly on scheduled days.
 - I. Landscape buffer:
 - i. Waiver of the 20-foot landscape buffer requirement along Finley Boulevard for the section of right-of-way where parallel parking is proposed.
 - ii. A 10-foot landscape buffer/screening shall be provided along the entire building frontage of Multi-family building #4 as shown on the approved Concept Plan.
3. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Concept Plan. Non-substantial changes of detail on the final development plan(s) that differ from the Concept Plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.
4. The Concept Plan will expire after two (2) years of approval.

CITY OF ANNA, TEXAS

ORDINANCE NO. 129 - 2004

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, AMENDING THE ZONING MAP OF THE CITY OF ANNA TO PROVIDE FOR REZONING OF CERTAIN PROPERTY; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the owner of the property described in Exhibit A attached hereto has requested a certain zoning for said property; and

WHEREAS, the City of Anna is experiencing dramatic growth, and;

WHEREAS, it is desirous that such growth contribute to the economic viability of Anna's existing Town Center, and;

WHEREAS, economic viability necessitates that planning of the City's future thoroughfares continue to bring market demand to the town center area, and;

WHEREAS, mixed use commercial and residential land uses attracted to that demand provide continued activity and life for the Town Center, and;

WHEREAS, the clustering of commercial and residential uses supports the attractiveness of Anna as a destination for future mass transit, and;

WHEREAS, viable mass transit will reduce vehicular trips, encourages pedestrian use of the core area, and further reinforce the economic health of the City's core, and;

WHEREAS, the City Council of the City of Anna has given the requisite notices and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council of the City of Anna has concluded that the Zoning Ordinance of the City of Anna should be amended as follows:

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

Section 1. The Comprehensive Zoning Ordinance and Thoroughfare Plan of the City of Anna, Texas, is amended by zoning the tract described in Exhibit A, attached hereto and made an integral part of this Ordinance, as Planned Development (PD).

Section 2. The Town Center Planned Development District described in Exhibit "A" is comprised of certain Planned Development Sub Districts. These Sub Districts are described below and shown on Exhibit "B". The Concept Plan for the Anna Town Center Planned Development District is as shown on the attached Exhibit "C". The approved uses for each of the Sub Districts within the PD are shown on the attached Exhibit "D".

Establishment of Districts

For the purpose of this Planned Development ordinance, the land described in Exhibit A, is hereby divided into districts as follows:

District A- Southern Single Family Zone

District B- Eastern Single Family Zone

District C- Single Family Transition Zone

District D- Town Center Town Home Zone

District E- Town Center Adjacency Zone

District F- Town Center Retail Zone

District G- Town Center Zone

District H- Southern Town Center Zone

District I- Southern Town Center Adjacency Zone

District A. *Southern Single Family Zone*

This district containing approximately 55 gross acres is limited to single family residential land use, amenity uses commonly associated with residential development (including swim center, sales center, model park), school, and park/ open space improvements as may be required by City of Anna Ordinances. This district will be surrounded on three sides by land that is not within the New Town Center Area. For this reason, the Southern Single Family Zone will most closely match typical single-family development found in Anna. The district most similar to "PD" District A is the "SF-60" district. The density in this area shall not exceed 4.25 units to the acre. Curvilinear Street design will be used when market and site conditions permit. The street and lot layouts shown on Exhibit "C" may be revised at the preliminary plat stage of development.

1. Uniform canopy tree (same species along each street in district) plantings in the parkway, and
2. Streets longer than 900 feet will have sufficient curvilinear alignment (or other plan features) to create a terminal vista in the street view.

	ADOPTED "PD" CONDITIONS	CURRENT "SF-60" STANDARDS
Minimum Lot Size	6,000 SF	
Minimum Width	55' at Building Line*	
Minimum Depth	100'	120'
Minimum Front Yard Setback	20'	25'
Minimum Rear Yard Setback	20'	25'
Side Yard Setback	5' or 10% of lot width (whichever is greater)	10'
Side Yard Corner	10'	15'
Masonry Percentage	75%	60% Brick or Rock Veneer, front 100%
Minimum Trees	Two (3") Caliper	
Maximum Height	2.5 Stories or 35 feet	
Maximum Lot Coverage	60%	45%

* Minimum widths and depths may vary for cul de sac lots. Building lines for cul-de-sac lots will be established on the Development Plan and or preliminary Plat.

District B. *Eastern Single Family Zone*

This district will provide a transition to the eastern portions of Anna that will be dominated by the Highway 121 corridor. The divided boulevard (conceptually illustrated on the concept plan, Exhibit "C") will be landscaped with a single row of three inch (3") canopy trees at the time of planting from the same species planted on fifty foot centers.

The Eastern Single Family Zone containing approximately 64 gross acres is limited to single family land uses, amenity uses commonly associated with residential development (including swim center, sales center, and model park), and park/ open space as may be required by City of Anna Ordinances. Within this district, larger lots shall be north and east of the main boulevard and provide for a transition to the smaller lots found near the Town Center. The district most similar to "PD" District B is the "SF-60" district. The density in this area shall not exceed 4.5 units to the acre throughout the district and the area south and west of the boulevard shall not exceed 5 units to the acre. Curvilinear Street design will be used when market and site conditions permit. The street and lot layouts shown on Exhibit "C" may be revised at the preliminary plat stage of development.

1. Uniform canopy tree (same species along each street in district) plantings in the parkway, and
2. Streets longer than 900 feet will have sufficient curvilinear alignment (or other plan features) to create a terminal vista in the street view.

	ADOPTED "PD" CONDITIONS	CURRENT "SF-60" STANDARDS
Minimum Lot Size	5,500 SF	
Minimum Width	50' at Building Line*	
Minimum Depth	100'	120'
Minimum Front Yard Setback	20'	25'
Minimum Rear Yard Setback	20'	25'
Side Yard Setback	5' or 10% of lot width (whichever is greater)	10'
Side Yard Corner	10'	15'
Masonry Percentage	75%	60% Brick or Rock Veneer, front 100%
Minimum Trees	Two (3") Caliper	
Maximum Height	2.5 Stories or 35 feet	
Maximum Lot Coverage	60%	45%

* Minimum widths and depths may vary for cul de sac lots. Building lines for cul-de-sac lots will be established on the preliminary Plat.

District C. *Single Family Transition Zone*

This purpose of this district is to transition from District B, The Eastern Single Family Zone, and District E, the Town Center Adjacency Zone. This transition area shall be associated with the smaller lots and more urban feel of the Town Center.

The Single Family Transition Zone contains approximately 15 gross acres and is limited to single family land uses, amenity uses commonly associated with residential development (including swim center, sales center, and model park), and park/ open space as may be required by City of Anna ordinances. The district most similar to "PD" District C is the "SF-60" district. The density in this area shall not exceed 5.25 units to the acre. This area shall require the following additional streetscape enhancements: Curvilinear Street design will be used when market and site conditions permit. The street and lot layouts shown on Exhibit "C" may be revised at the preliminary plat stage of development.

- 1.Uniform canopy tree (same species along each street in district) plantings in the parkway,
- 2.Enhanced dual layered landscaping that comprises 25% of the house width, and
- 3.Streets longer than 900 feet will have sufficient curvilinear alignment (or other plan features) to create a terminal vista in the street view.

	ADOPTED "PD" CONDITIONS	CURRENT "SF-60" STANDARDS
Minimum Lot Size	5,000 SF	6,000 SF
Minimum Width	45' at Building Line*	50'
Minimum Depth	100'	120'
Minimum Front Yard Setback	15'	25'
Minimum Rear Yard Setback	15'	25'
Side Yard Setback	5' or 10% of lot width (whichever is greater)	10'
Side Yard Corner	10'	15'
Masonry Percentage	75%	60% Brick or Rock Veneer, front 100%
Minimum Trees	Two (3") Caliper	
Maximum Height	2.5 Stories or 35 feet	
Maximum Lot Coverage	60%	45%

* Minimum widths and depths may vary for cul de sac lots. Building lines for cul-de-sac lots will be established on the preliminary Plat.

District D. *Town Center Town House Zone*

The purpose of this district is to provide an area in which either attached or detached housing is available on small lots. These smaller lots may have a side yard of zero or five feet depending on unit type. This area is intended to provide to a housing type that bridges between the single family uses found to the east and south of this zone and the multi family uses found in the Town Center Zone. These lots may be on individually platted lots or multiple units may exist on a single lot so that future "for sale" and/ or "rental" markets may be served within this Planned Development.

The Town Center Town House Zone contains approximately 28 gross acres and is limited to for sale or rental residential units with a maximum density of 12 units to the acre and a maximum height of two and a half stories or 35 feet. The zoning district most similar to "PD" District D is the "SF-TH" District. Two off street parking spaces per unit will be required. The street and lot layouts shown on Exhibit "C" may be revised at the preliminary plat stage of development.

	ADOPTED "PD" CONDITIONS	CURRENT "SF-TH" STANDARDS
Minimum Lot Size	2,500 SF per unit	2,700 SF per unit
Minimum Width	20' at Building Line*	25'
Minimum Depth	100'	
Minimum Front Yard Setback	15'	20'
Minimum Rear Yard Setback	15'	25'
Side Yard Setback (On non Zero Side)	5' or 10% of lot width (whichever is greater)	14' between end of bldgs.
Side Yard Corner	10'	15'
Masonry Percentage	70%	
Minimum Trees	One (3") Caliper	
Maximum Height	2.5 Stories or 35 feet	
Maximum Lot Coverage	60%	

* Minimum widths and depths may vary for cul de sac lots. Building lines for cul-de-sac lots will be established on the preliminary Plat.

District E. Town Center Adjacency Zone

This district is intended to provide for relatively dense condominium and apartment developments with density not to exceed 24 units per acre when only multi-family units are constructed and 36 units per acre when commercial is developed as an integral part of the development, and compatible commercial uses. The permitted density begins to visually define town center and provides resident support for town center commercial uses and street life.

The Town Center Adjacency Zone contains approximately 14 gross acres and permits both multi family and retail land uses. Multi-family land uses may occur with amenity uses commonly associated with multi-family development (including swim center, recreation center, and sales center). See Section 3 for Development Schedule on Multi-family Developments. Retail land uses include restaurants, entertainment and office. Portions of this district developed as residential will be most similar to the "MF-2" zoning district. Portions of this district developed as retail will be most similar to the "C-2" zoning district. Three story structures up to a maximum height of 50 feet are allowed, unless the first floor is used for commercial in which case four stories will be allowed with a maximum height of 65 feet. The maximum multi-family density shall be 24 units to the acre when retail is not incorporated into first floor space and 36 units to the acre when retail is so incorporated in a quantity equal to or greater than 10% of the total first floor area of multifamily structures fronting all of the collector streets shown on the concept development plan, Exhibit "C"). Parking Lots shall be allowed within the Front Yard Setback area. Commercial uses shall develop according to the standards in District F. Commercial uses shall be limited to four stories or 65 feet.

STANDARDS FOR MULTI-FAMILY DEVELOPMENTS

	ADOPTED "PD CONDITIONS	CURRENT "MF-2" STANDARDS
Minimum Front Yard Setback	20' for one or two story buildings & 30' for three or four story buildings	25'
Minimum Rear Yard Setback	0'	25'
Side Yard Setback	0'	
Side Yard Corner	0'	25'
Masonry Percentage	75%	
Minimum Trees	Four (3") Caliper Trees	
Maximum Height	3 Stories or 50 feet; 4 Stories or 65 feet when commercial uses are on the first floor. 2 story height limitation within 80' of north and east sides of District.	45'
Maximum Density	24 units per acre with 36 units per acre permitted when first floor retail is incorporated in the multifamily project	25 units per acre with special fire protection equipment.

STANDARDS FOR COMMERCIAL DEVELOPMENTS

	ADOPTED "PD" CONDITIONS	CURRENT "C-2" STANDARDS
Minimum Lot Size	None	
Minimum Width	None	60'
Minimum Depth	None	
Minimum Front Yard Setback	15'	25'
Minimum Rear Yard Setback	0''	10' except 15' when abutting any district requiring a side yard.
Side Yard Setback	None	5' except 15' when abutting any district requiring a side yard.
Side Yard Corner	15'	25'
Maximum Lot Coverage	70%	

Maximum Height	4 Stories or 65 feet	35'
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District F. *Town Center Retail Zone*

This district is intended to provide for retail, restaurant, and commercial uses near the Town Center Zone, including convenience stores, shopping centers, and office buildings, but not including wholesaling or warehousing. Uses in this area provide the kind of living and shopping activities that give greater identity and life to the Town Center. The Town Center Retail Zone contains approximately 15 gross acres and permits retail (including restaurants, entertainment, and office uses) and multi-family land uses. See Exhibit C Multi-Family Development Matrix. The maximum height in this area shall be three stories, or 50 feet. Buildings shall not be closer than 15 feet to any street. Multi-family is encouraged above first floor retail. The maximum multi-family density shall be 24 units to the acre when retail is not incorporated into first floor space and 36 units to the acre when retail is so incorporated in a quantity equal to or greater than 10% of the total first floor area of multifamily structures fronting all of the collector streets shown on the concept development plan, Exhibit "C"). When use of retail permits an increase in density, the building height may be increased to four stories, or 65 feet. This district when developed will be most similar to a "C-2" zoning district. Single-family residential uses shall be permitted in this district in accordance with the "Single Family Alternate" conditions specified in ordinance section 3.

Collector streets or portions of collector streets located within this zone (as shown on the approved concept development plan (Exhibit "C")) shall be planted with a single row of canopy street trees, planted at 50 feet on center along the frontage of each project area.

STANDARDS FOR COMMERCIAL DEVELOPMENTS

	ADOPTED "PD" CONDITIONS	CURRENT "C-2" STANDARDS
Minimum Lot Size	None	
Minimum Width	None	60'
Minimum Depth	None	
Minimum Front Yard Setback	15'	25'
Minimum Rear Yard Setback	0'	10' except 15' when abutting any district requiring a side yard.
Side Yard Setback	None	5' except 15' when abutting any district requiring a side yard.
Side Yard Corner	15'	25'
Maximum Lot Coverage	80%	
Maximum Height	3 Stories or 50 feet	35'

STANDARDS FOR MULTI-FAMILY DEVELOPMENTS

	ADOPTED "PD" CONDITIONS	CURRENT "MF-2" STANDARDS
Minimum Front Yard Setback	20' for one or two story buildings & 30' for three or four story buildings	25'
Minimum Rear Yard Setback	0'	25'
Side Yard Setback	0'	
Side Yard Corner	0'	25'
Masonry Percentage	75%	
Minimum Trees	Four (3") Caliper Trees	
Maximum Height	3 Stories or 50 feet; 4 Stories or 65 feet when commercial uses are on the first floor	45'
Maximum Density	24 units per acre with 36 units per acre permitted when first floor retail is incorporated in the multifamily project	25 units per acre with special fire protection equipment.

District G. *Town Center Zone*

This district is intended to be the central location within all the districts. This district has the largest variety of uses. This district shall also allow the most intensive uses within the PD. It is intended to provide places for people to live, work, shop and recreate.

The Town Center Zone is approximately 40 gross acres and permits multi-family (See Exhibit C Multi-Family Development Matrix.), retail (including restaurants, entertainment, and office uses) and potential civic uses such as a Town Hall, public open space, libraries, community center, and mass transit station (but not public works facilities).

Civic uses shall be developed in such a manner that they preserve access to, and view of, public open areas from the collector streets as shown on the conceptual development plan (Exhibit "C"). Public buildings shall be built a maximum of 15 feet from the street right of way unless a public plaza or parking in front of the building is provided. Parking located between the building and the street may not exceed more than one parking aisle and two rows of parking spaces in order to maintain the relationship of pedestrian scale in the streetscape. Pedestrian connection between street and public building (across the parking aisle between street and building) must be clearly indicated in the parking design. Civic area donations/dedications do not offset required park fees.

Stand-alone retail land uses shall be developed according to the Commercial Development standards specified below except as amended by the following text for retail uses incorporated with multi-family uses.

Multi family residential units may be developed according to the standards specified below with the exception that density may be increased to 36 units per acre when commercial uses are provided on the first floor of multi-family development in amounts that equal or exceed 10% of the first total floor area of those multifamily structures fronting all of the major collectors shown on the approved concept development plan (Exhibit "C"). When use of retail permits an increase in density, the building height may be increased to four stories, or 65 feet. The district when developed as commercial will be most similar to the "C-2" district.

Collector streets or portions of collector streets located within this zone (as shown on the approved concept development plan (Exhibit "C")) shall be planted with a single row of canopy street trees, planted at 50 feet on center along the frontage of each project area.

STANDARDS FOR COMMERCIAL DEVELOPMENTS

	ADOPTED "PD" CONDITIONS	CURRENT "C-2" STANDARDS
Minimum Lot Size	None	
Minimum Width	None	60'
Minimum Depth	None	
Minimum Front Yard Setback	15'	25'
Minimum Rear Yard Setback	0'	10' except 15' when abutting any district requiring a side yard.
Side Yard Setback	None	5' except 15' when abutting any district requiring a side yard.
Side Yard Corner	15'	25'
Maximum Lot Coverage	85%	
Maximum Height	4 Stories or 65 feet	35'

STANDARDS FOR MULTI-FAMILY DEVELOPMENTS

	ADOPTED "PD" CONDITIONS	CURRENT "MF-2" STANDARDS
Minimum Front Yard Setback	20' for one or two story buildings & 30' for three or four story buildings	25'
Minimum Rear Yard Setback	0'	25'
Side Yard Setback	0'	
Side Yard Corner	0'	25'
Masonry Percentage	75%	

Minimum Trees	Four (3") Caliper Trees	
Maximum Height	3 Stories or 50 feet; 4 Stories or 65 feet when commercial uses are on the first floor	45'
Maximum Density	24 units per acre free standing with 36 units per acre when above commercial uses.	25 units per acre with special fire protection equipment.

District H. *Southern Town Center Zone*

The Southern Town Center Zone is approximately 25 gross acres and permits multi-family(See Exhibit C Multi-Family Development Matrix.), retail (including restaurants, entertainment, and office uses.

Stand alone retail land uses shall be developed according to the Commercial Development standards specified below except as amended by the following text for retail uses incorporated with multi-family uses.

Multi family residential units may be developed according to the standards specified below with the exception that density may be increased to 36 units per acre when commercial uses are provided on the first floor of multi-family development in amounts that equal or exceed 10% of the first total floor area of those multifamily structures fronting a major collector shown on the approved concept development plan (Exhibit "C"). When use of retail permits an increase in density, the building height may be increased to four stories, or 65 feet. The district when developed as commercial will be most similar to the "C-2" district.

Collector streets or portions of collector streets located within this zone (as shown on the approved concept development plan (Exhibit "C")) shall be planted with a single row of canopy street trees, planted at 50 feet on center along the frontage of each project area.

Single family residential uses shall be permitted in this district in accordance with the "Single Family Alternate" conditions specified in ordinance Section 3.

STANDARDS FOR COMMERCIAL DEVELOPMENTS

	ADOPTED "PD" CONDITIONS	CURRENT "C-2" STANDARDS
Minimum Lot Size	None	
Minimum Width	None	60'
Minimum Depth	None	
Minimum Front Yard Setback	15'	25'
Minimum Rear Yard Setback	0'	10' except 15' when abutting any district requiring a side yard.
Side Yard Setback	None	5' except 15' when abutting any district requiring a side yard.
Side Yard Corner	15'	25'
Maximum Lot Coverage	85%	
Maximum Height	4 Stories or 65 feet	35'

STANDARDS FOR MULTI-FAMILY DEVELOPMENTS

	ADOPTED "PD" CONDITIONS	CURRENT "MF-2" STANDARDS
Minimum Front Yard Setback	20' for one or two story buildings & 30' for three or four story buildings	25'
Minimum Rear Yard Setback	0'	25'
Side Yard Setback	0'	
Side Yard Corner	0'	25'
Masonry Percentage	75%	
Minimum Trees	Four (3") Caliper Trees	
Maximum Height	3 Stories or 50 feet; 4 Stories or 65 feet when commercial uses are on the first floor	45'
Maximum Density	24 units per acre free standing with 36 units per acre when above commercial uses.	25 units per acre with special fire protection equipment.

District I. *Southern Town Center Adjacency Zone*

This district is intended to provide for relatively dense condominium and apartment developments with density not to exceed 24 units per acre when only multi-family units are constructed and 36 units per acre when commercial is developed as an integral part of the development, and compatible commercial uses. . The permitted density begins to visually define town center and provides resident support for town center commercial uses and street life.

The Town Center Adjacency Zone contains approximately 18 gross acres and permits both multi family (See Exhibit C Multi-Family Development Matrix.) and retail land uses. Multi-family land uses may occur with amenity uses commonly associated with multi-family development (including swim center, recreation center, and sales center). Retail land uses include restaurants, entertainment and office. Portions of this district developed as residential will be most similar to the "MF-2" zoning district. Portions of this district developed as retail will be most similar to the "C-2" zoning district. Three story structures up to a maximum height of 50 feet are allowed, unless the first floor is used for commercial in which case four stories will be allowed with a maximum height of 65 feet. The maximum multi-family density in this area is 24 units to the acre and 36 units to the acre when portions of the first floor space have commercial uses. Parking Lots shall be allowed within the Front Yard Setback area. Commercial uses shall develop according to the standards in District F. Commercial uses shall be limited to four stories or 65 feet.

Single-family residential uses shall be permitted in this district in accordance with the "Single Family Alternate" conditions specified in ordinance section 3.

STANDARDS FOR MULTI-FAMILY DEVELOPMENTS

	ADOPTED "PD" CONDITIONS	CURRENT "MF-2" STANDARDS
Minimum Front Yard Setback	20' for one or two story buildings & 30' for three or four story buildings	25'
Minimum Rear Yard Setback	0'	25'
Side Yard Setback	0'	
Side Yard Corner	0'	25'
Masonry Percentage	75%	
Minimum Trees	Four (3") Caliper Trees	
Maximum Height	3 Stories or 50 feet; 4 Stories or 65 feet when commercial uses are on the first floor. . 2 story height limitation within south 80' of District.	45'
Maximum Density	24 units per acre free standing with 36 units per acre when above commercial uses.	25 units per acre with special fire protection equipment.

STANDARDS FOR COMMERCIAL DEVELOPMENTS

	ADOPTED "PD" CONDITIONS	CURRENT "C-2" STANDARDS
Minimum Lot Size	None	
Minimum Width	None	60'
Minimum Depth	None	
Minimum Front Yard Setback	15'	25'
Minimum Rear Yard Setback	0''	10' except 15' when abutting any district requiring a side yard.
Side Yard Setback	None	5' except 15' when abutting any district requiring a side yard.
Side Yard Corner	15'	25'
Maximum Lot Coverage	70%	
Maximum Height	4 Stories or 65 feet	35'

Section 3: Additional Landuse and Development Requirements for all Sub Districts

Development Schedule: District A, B, C, D, E, F, G, H, & I

District	
A	As Demanded by the free Market
B	As Demanded by the free Market
C	As Demanded by the free Market
D	As Demanded by the free Market
E	As Demanded by the free Market, however, No Single-Family Development shall occur on this tract and No Multi-family Development shall occur in District E until such time as the portion of District G that lies between the civic area and the western edge of District E construction has commenced. Simultaneous construction of said portion of District G and District E is allowed.
F	As Demanded by the free Market (See Exhibit C Multi-Family Development Matrix.)
G	As Demanded by the free Market, however, No Single-Family Development shall occur on this tract.
H	As Demanded by the free Market (See Exhibit C Multi-Family Development Matrix.)
I	As Demanded by the free Market (See Exhibit C Multi-Family Development Matrix.)

Alternate Detached Single-Family Residential Development in Districts I, F, H, and

At the time of submitting a detailed development plan for Districts I, F, and H, , the property owner may select to develop detached single-family uses instead of the multi-family and non-residential uses permitted for Districts I, F, and H, . When an alternate single-family is selected for any of Districts I, F, and H, such single-family development shall comply with the following standards:

District	
I	Detached Single-Family to be developed with a maximum density of 3.5 units to the acre meeting the requirements of District A.
F	Detached Single-Family to be developed with a maximum density of 3.5 units to the acre meeting the requirements of District A.
H	Detached Single-Family to be developed with a maximum density of 3.5 units to the acre meeting the requirements of District A.

Section 4: Design Standards

Masonry Requirements: "Masonry" means brick, stone, pre-cast stone, and any other similar veneer material, but excluding cement fiber materials, attached to an outside wall. Masonry percentages are calculated as a percent of the surface excluding windows and doors, or other architectural offsets.

Garages:

Garages may be front facing.

Sidewalks:

Sidewalks will be installed along the street frontage of all single family residential lots prior to the issuance of a final certificate of occupancy for each house constructed thereon.

Roads:

The roads shown on the Concept Plan, Exhibit "C" are designed to create enhanced streetscapes in addition to conveying traffic into the Town Center. The alignments shown on the plan are conceptual. The alignments of each of the roads may be repositioned at the time of platting for each individual tract. Road "A" (shown in pink on the Concept Plan) shall have a dedication of 120' of right of way (ROW). It shall be constructed like the existing Highway 5; having the same cross section design and materials. Roads "B", "C", and "D" shall have the same right of way and paving cross section design as a residential collector with thirty seven feet of pavement. In the event that the higher density uses contemplated in the PD such as townhouse, multi-family, and large area of retail are developed as single family subdivisions, some of the roads shown on the Concept Plan may not be needed due to the lack of traffic in the area. The final road alignment may be modified and the ROW may be reduced at the time of Preliminary Plat if it is determined by the City that the full road section is not needed. In the event that Districts F, H, or I or any portion of them are developed with detached single family uses, the thoroughfares required for those areas shall be either those shown on the Concept Plan (Exhibit "C") or modifications thereof or the thoroughfares shown on the Future Land Use Plan. In any event, these thoroughfares will be located in a manner which will accommodate the detached single family uses. Alternative road plans that illustrate the connections from the PD to the adjacent lands are shown on the attached Exhibit E.

Section 5: Subsequent Approvals

A preliminary plat shall be submitted for all portions of the Property. Multifamily and Commercial uses shall require a detailed Site Plan to be submitted that conforms with the approved uses described in Exhibit D and the provisions for the District in which that portion of the Property lies. A detailed Site Plan in conformance with the concept plan shall be reviewed and approved by the City prior to the issuance of a building permit. An owner of land in the District may file applications to amend this ordinance as the ordinance pertains to the applicant's land without obtaining the consent or joinder of the owners of any other tracts of land in the District.

Section 6. If provisions of the City of Anna Zoning Ordinance conflict with the provisions of this ordinance, the provisions of this ordinance shall supercede.

Section 7. The official Zoning Map, Thoroughfare Plan, and Master Plan of the City of Anna shall be amended to reflect the change in zoning, land use and thoroughfare patterns, described herein.

Section 8. This Ordinance shall take effect immediately from and after its passage and the publication of the caption of said ordinance as the law in such case provides.

PASSED on this the 24 th day of February, 2004, by the following vote of the City Council of the City of Anna, Texas,

AYES	<u>4</u>
NAYS	<u>0</u>
ABSTAIN	<u>0</u>

APPROVED:

ATTEST:



Mayor



City Secretary

Attachments to PD

<u>Exhibit "A"</u>	Legal Description
<u>Exhibit "B"</u>	Sub- District Map
<u>Exhibit "C"</u>	Concept Plan
<u>Exhibit "D"</u>	Land Use Matrix
<u>Exhibit "E"</u>	Alternative Road Alignments
<u>Exhibit "F"</u>	Landscape Requirements

EXHIBIT A

Legal Description

SITUATED in the State of Texas, County of Collin, being part of the Grandison Stark Survey, Abstract No. 798, being a 40 acre tract of land as recorded under County Clerk No. 2004-0032912, a 23.80 acre tract as recorded under County Clerk No. 2004-0030425, a 129.92 acre "Tract 1" as recorded under County Clerk No. 2004-0038965, a 36.30 acre tract as recorded under County Clerk No. 2004-0038962, a 40.5756 acre tract as recorded in Volume 5618, Page 2878 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at the northwest corner of said 40 acre tract in the southeast right-of-way line of a D.A.R.T. Railway and also being the southwest corner of a 159.124 acre tract as recorded in Volume 4942, Page 511 of the Collin County Land Records;

THENCE with the north line of said 40 acre tract, said 23.80 acre tract, and the south line of said 159.124 acre tract, North 88°16'17" East, 2918.98 feet to the northeast corner of said 23.80 acre tract and the northwest corner of 43.67 acre tract as recorded under County Clerk No. 2004-0109810 of the Collin County Land Records;

THENCE with the east line of said 23.80 acre tract and the west line of said 43.67 acre tract, South 01°40'25" East, 926.01 feet to the southeast corner of said 23.80 acre tract, the southwest corner of said 43.67 acre tract and being in the north line of the aforementioned 219.92 acre "Tract 1";

THENCE with the north line of said 129.92 acre "Tract 1", the north line of the aforementioned 36.30 acre tract and the south line of said 43.67 acre tract, North 89°07'53" East, 1323.42 feet to the northeast corner of said 36.30 acre tract and the northwest corner of La Paloma Addition, an addition to Collin County as recorded in Volume C, Page 418 of the Collin County Map Records;

THENCE with the east line of said 36.30 acre tract and the west line of said La Paloma Addition, South 00°26'08" East, 1527.90 feet to the southeast corner of said 36.30 acre tract, the southwest corner of La Paloma Addition, and being in the north line of Morrison's 133.73 acre tract;

THENCE with the south line of said 36.30 acre tract, said 129.92 acre "Tract 1" and the north line of Morrison's 133.73 acre tract as follows: North 88°58'33" West, 15.93 feet and South 88°59'53" West, 1884.00 feet to the northwest corner of Morrison's 133.73 acre tract in the east line of Stratton's 36.916 acre tract and the east margin of County Road 422;

THENCE with a west line of said 129.92 acre "Tract 1", an east line of Stratton's 36.916 acre tract, and the east margin of County Road 422, North 00°00'07" East, 18.35 feet to the northeast corner of Stratton's 36.916 acre tract;

THENCE with the north line of Stratton's 36.916 acre tract, a south line of said 129.92 acre "Tract 1", and the north margin of County Road 422, North 89°59'53" West, 951.30 feet to an interior corner of the herein described premises;

THENCE crossing County Road 422, South 00°19'00" East along the east line of the aforementioned 40.5756 acre tract and Stratton's 36.916 acre west line a total distance of

1357.97 feet to the southeast corner of said 40.5756 acre tract, Stratton's southwest corner, and being in the Warne's 20.16 acre tract;

THENCE with the south line of said 40.5756 acre tract, Warne's north line, the north line of Price's 6.00 acre tract as recorded under County Clerk No. 93-0007843 of the Collin County Land Records, and the north line of Frank's 10.154 acre tract as recorded under County Clerk No. 96-0067663 of the Collin County Land Records, North 89°50'00" West, 1338.31 feet to the southwest corner of said 40.5756 acre tract, the northwest corner of Frank's 10.154 acre tract, and being in the east line of Cunningham's 19.211 acre tract as recorded in Volume 4802, Page 3435 of the Collin County Land Records;

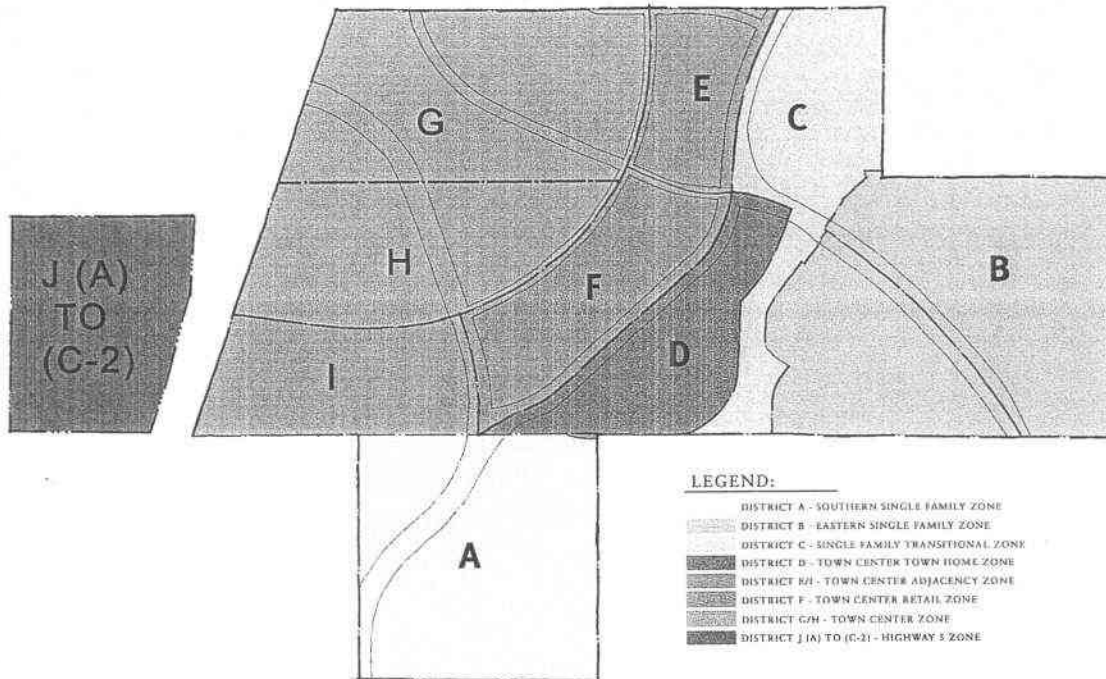
THENCE with the west line of said 40.5756 acre tract and the east line of said 19.211 acre tract, North 00°41'48" West, 1354.20 feet to an interior corner of said premises in the north margin of County Road 422 and being in the south line of the aforementioned 129.92 acre "Tract 1";

THENCE with the south line of said 129.92 acre "Tract 1" along the north margin of County Road 422, South 89°59'53" West, 855.36 feet to the southwest corner of said 129.92 acre tract in the southeast right-of-way line of the aforementioned D.A.R.T. Railway;

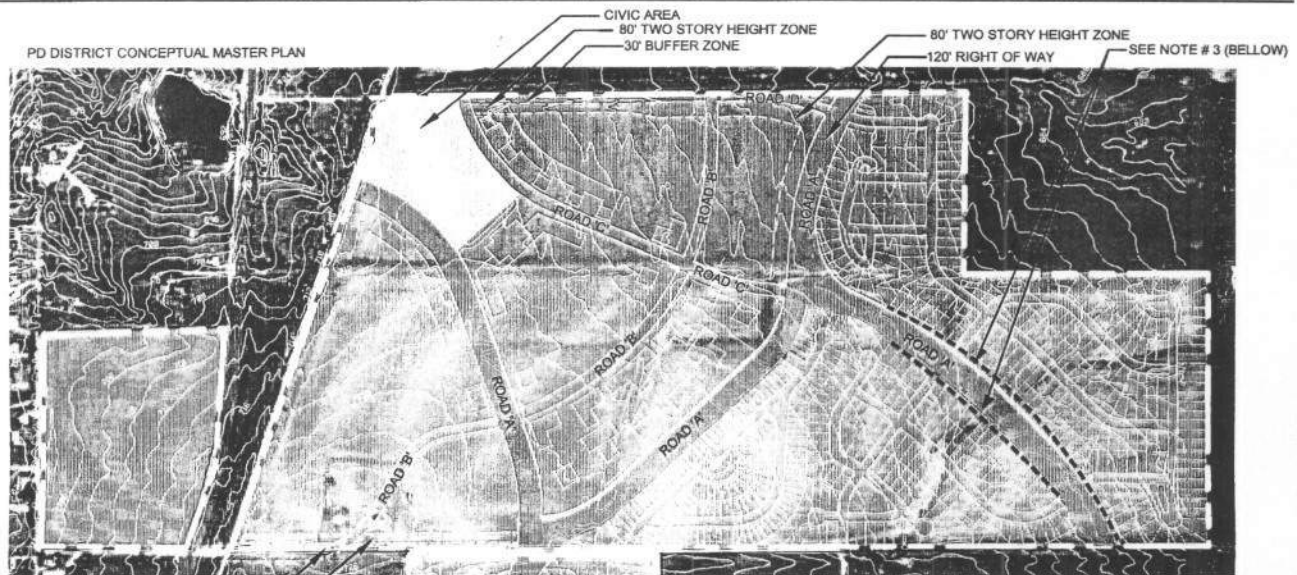
THENCE with the southeast right-of-way line of said D.A.R.T. Railway along the west line of said 129.92 acre tract and the west line of the aforementioned 40 acre tract, North 18°09'38" East, 2483.25 feet to the point of beginning and containing 271.82 acres of land.

Exhibit "B"

Sub-District Map



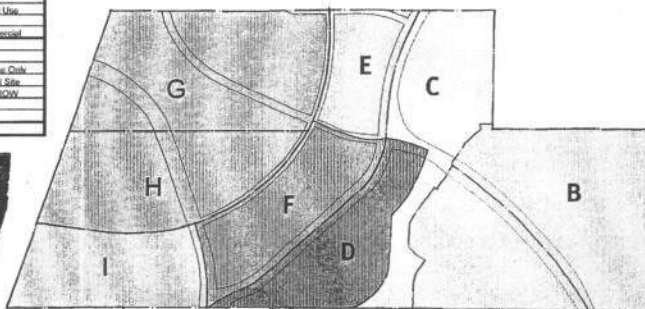
PD DISTRICT CONCEPTUAL MASTER PLAN



30' BUFFER ZONE
80' TWO STORY HEIGHT ZONE
PROPOSED SCHOOL AREA
SITE DATA TABLE

Parcel	Land Area (Acres)	Use
A	44.5	Single Family
B	61.9	Single Family
C	26.3	Single Family
D	20.2	Town House
E	11.5	Mixed Use
F	24.0	Mixed Use
G	38.4	Mixed Use
H	27.5	Mixed Use
I	19.2	Mixed Use
J (A) to (C-2)	19.6	Commercial
Grass Access A to C-2	289.0	
Civic Area	9.3	Civic Use Only
School	12.4	School Site
120' R.O.W.	21.7	120' R.O.W.
Total Civic/School/Scenic	49.4	
Net Acreage	249.8	

PD DISTRICT/ZONE MAP



GENERAL NOTES:

- NOTWITHSTANDING THE GRAPHIC REPRESENTATIONS OF THE BUILDINGS, LOT LAYOUTS, PARKING AREAS, LANDSCAPING AND TREEDISTRIBUTION ON THIS CONCEPT PLAN, THE FINAL ALIGNMENT, ADJACENCY, AND/OR CONFIGURATION OF SUCH PLAN ELEMENTS SHALL BE DETERMINED AT THE TIME OF DETAILED SITE PLAN APPROVAL, AND MAY VARY FROM THIS CONCEPT PLAN.
- THOSE AREAS DESIGNATED FOR CIVIC USE MAY ONLY BE USED FOR CITY ADMINISTRATION, POLICE, LIBRARY, FIRE, RECREATIONAL, OR PARK USES.
- NO LOTS SHALL FRONT 120' R.O.W. AT TIME OF PRELIMINARY PLAT SUBMITTAL. THE LOTS SHALL BE MODIFIED TO EITHER BACK OR SIDE THE R.O.W. OR A SLIP STREET MAY BE PROVIDED FOR LOTS FRONTING THE 120' R.O.W.

WITH FINISH ELEVATIONS:

Zone A	Zone B	Zone C	Zone D	Zone E	Zone F	Zone G	Zone H	Zone I	Zone C-2
2 Stories	2 Stories	2 Stories	2 Stories	3 Stories	3 Stories	3 Stories	3 Stories	3 Stories	2 Stories

* BUILDING HEIGHT MAY BE INCREASED TO 4 STORIES WHEN COMMERCIAL USES ARE ON FIRST FLOOR



STREET SECTIONS

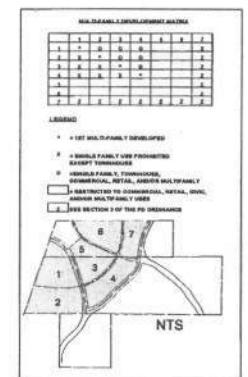
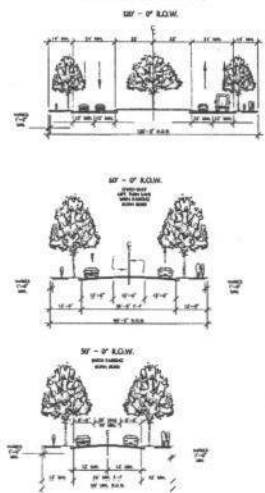


EXHIBIT "D"

LAND USE MATRIX

LEGEND FOR INTERPRETING SCHEDULE OF USES

	X
	S

Designates use *permitted* in district indicated.

Designates use *prohibited* in district indicated.

Designates use which may be approved as *Specific Use Permit*.

Residential Uses	A	B	C	D	E	F	G	H
Single Family	X	X	X	X	X	X	X	
Duplex				X	X	X	X	
Multi-Family				X	X	X	X	
Townhome				X	X	X	X	
Lodging and boarding house				S	X		X	
Hotel and motel						X	X	
Retirement housing				S			X	

Utility and Service Uses	A	B	C	D	E	F	G	H
Utility installation other than listed	S	S	S			S	S	S
Governmental installation other than listed	S	S	X	S	S	S	X	S
Local utilities	X	X	X	X	S	X	X	X
Electrical substation	S	S	S			S	S	S
Electrical energy generating plant								
Radio, television or microwave tower	S	S	S			S		
Commercial radio or television transmitting station	S	S	S			S		X
Sewage pumping station	S	S	S	S	S	S	S	S
Sewage treatment plant								
Telephone exchange, switching and transmitting equipment	X	X	X	S		X	S	X
Water reservoir, well or pumping station	S	S	S	S		S	X	S
Water treatment plant		S					S	

Transportation Uses	A	B	C	D	E	F	G	H
Passenger bus station and terminal	S	S	S	S	S	S	X	X
Bus passenger shelter	X	X	X	X	X	X	X	X
Railway passenger station, not including railroad and storage yards					X		X	
Heliport								S

All District areas are as shown on Exhibit B

Helistop								S
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Community Service Uses	A	B	C	D	E	F	G	H
Community, welfare or health center	S	S			S		X	X
Foster home	S			S				X
Child care facility	X	X	S	S	X	X	S	X

Medical Uses	A	B	C	D	E	F	G	H
Establishment for care of alcoholic, narcotic, or psychiatric patients					X	X	X	X
Convalescent and nursing homes and related institutions					X	X	X	X
Medical clinic or ambulatory surgical center					X	X	X	X
Medical or scientific laboratory					X	X	X	X
Optical shop					X	X	X	X
Medical appliance fitting and sales					X	X	X	X
Ambulance service					X	X	X	X
Hospital								X

Religious Uses	A	B	C	D	E	F	G	H
Churches, synagogues, temples	X	X	X	X	X	X		X
Rectory	X			X				S
Convent or monastery	S					S		
Establishment of religious, charitable, or philanthropic nature	S	S				S		

Educational Uses	A	B	C	D	E	F	G	H
Public or private school	X	X	X	X	X	X	X	X
Institution for special education	X	X	X					
Business school	X	X	X		S	S	S	X
Technical school	X	X	X		S	S	S	X
College, university or seminary	X	X			S	S	S	X
College fraternity or sorority house	S	S				S		
College dormitory	S	S			S	S	S	S
Library, art gallery, or museum	X	X	S		X	X	X	X

Recreation and Entertainment Uses	A	B	C	D	E	F	G	H
Public park or playground	X	X	X	X	X	X	X	X
Game court center	X	X	X	X	X	X	X	X
Private recreation club or area	X	X	X	X	X	X	X	X
Country club with private membership	X	X	X	X	X	X	X	X

All District areas are as shown on Exhibit B

Inside commercial amusement					X	X	X	X
Outside commercial amusement						X		X
Theatre (other than cinema)					X	X	X	X
2 screen cinema					X	X	X	X
Multi-screen cinema (more than 2)						X		X
Carnival or circus (temporary)					S	S	S	S
Wax Museum					X	X	X	X
Public Golf Course								
Amphitheater					X	X	X	X

Bar and Restaurant Uses	A	B	C	D	E	F	G	H
Bar, lounge or tavern					X	X	X	X
Restaurant with alcoholic beverages and/or entertainment (dine-in only)					X	X	X	X
Restaurant without alcoholic beverages and/or entertainment (dine-in only)					X	X	X	X
Drive-up/drive-through restaurant					X	X	X	X
Restaurant without drive-in service					X	X	X	X
Private club					X	X	X	X
Catering service					X	X	X	X

Professional, Personal Service and Custom Craft Uses	A	B	C	D	E	F	G	H
Office					X	X	X	X
Temporary construction or sales office					S	S	S	S
Bank or savings and loan office (w/out drive-in window)					X	X	X	X
Bank or savings and loan office (with drive-in window)					X	X	X	X
Trade center					X	X	X	X
Barber and beauty shop					X	X	X	X
Mortuary or funeral home								X
Health studio					X	X	X	X
Custom cleaning shop					X	X	X	X
Commercial cleaning shop					X	X	X	X
Self service laundry or dry cleaning					X	X	X	X
Commercial laundry or dry cleaning					S	S	S	X
Laundry or cleaning pick-up and receiving station					X	X	X	X
Key shop					X	X	X	X
Shoe repair					S	X	X	X
Tailor, custom sewing and milinery					S	X	X	X
Taxidermist					S	S	S	S
Travel bureau					X	X	X	X
Broadcasting or recording studio					X	X	X	X
Instructional arts studio					X	X	X	X
Handcrafted artwork studio					X	X	X	X
Handcraft bookbinding					X	X	X	X

All District areas are as shown on Exhibit B

Photography studio					X	X	X	X
Safe deposit boxes					X	X	X	X
Commercial mailboxes					X	X	X	X
Commercial wedding chapel					S	S	S	S

Retail Uses	A	B	C	D	E	F	G	H
Retail stores other than listed					X	X	X	X
Antique shop					X	X	X	X
Art galleries (commercial)					X	X	X	X
Retail food store					X	X	X	X
Bakery or confectionary shop					X	X	X	X
Book and stationary store					X	X	X	X
Camera shop					X	X	X	X
Cigar, tobacco and candy store					X	X	X	X
Clothing store					X	X	X	X
Drugstore					X	X	X	X
Liquor store					X	X	X	X
Florist store					X	X	X	X
Feed store					X	X	X	X
Pet shop					X	X	X	X
Furniture store					X	X	X	X
Second hand store					X	X	X	X
Pawn shop					S	S	S	S
Hardware or sporting goods store					X	X	X	X
Home improvement center					X	X	X	X
Hobby and art supplies store					X	X	X	X
Paint and wallpaper store					X	X	X	X
Swimming pool sales and supply					X	X	X	X

Motor Vehicle Related Uses	A	B	C	D	E	F	G	H
Auto parts sales (inside only)					S	S	S	X
Auto or motorcycle display, sales and service (inside)								X
Auto or motorcycle display, sales and service (outside)								X
Car wash					S	S	S	X
Service station					X	X	X	X
Surface parking					X	X	S	X

All District areas are as shown on Exhibit B

Parking garage					X	X	X	X
Commercial parking lot or garage					X	X	X	X

Commercial Uses	A	B	C	D	E	F	G	H
Appliance fix-it shop					X	X	X	X
Custom furniture construction, repair, or upholstery shop					X	X	X	X
Building repair and maintenance shop					S	S	S	X
Tool and equipment rental (inside)					X	X	X	X
Job printing, lithographer, printing or blueprinting					S	S	X	X
Plant								
Duplication shop					X	X	X	X
Custom print shop					X	X	X	X
Gummed label printing					S	S	S	X
Venetian blind or window shade repair, assembly, and sales					X	X	X	X
Computer service center					X	X	X	X
Custom commercial engraving					X	X	X	X
Garden shop, plant sales, or greenhouse					X	X	S	X
Diamond and precious stone sales					X	X	X	X
Design or decorative center					X	X	X	X

Animal Related Uses	A	B	C	D	E	F	G	H
Veterinarian's office					X	X	X	X
Animal clinic with outside run								X
Animal clinic without outside run					S	S	X	X
Kennel without outside run					S	S	S	S

Industrial, Warehouse and Manufacturing Uses	A	B	C	D	E	F	G	H
Temporary concrete or asphalt batching plant					S	S	S	S
Light fabrication and assembly					S	S	S	S

All District areas are as shown on Exhibit B

Clothing manufacturing					S	S	S	S
Bedspread, drapes, headboard manufacturing					S	S	S	S
Warehouse					S	S	S	S
Mini-warehouse					S	S	S	S
Manufacturing Laboratory					S	S	S	S

Accessory Uses	A	B	C	D	E	F	G	H
Game court (private use only)	S	S		S	S	S	S	
Swimming pool (private use only)	S	S		S	S	S	S	S
Christmas tree sales	X	S	X		S	X	S	
Community center (private use only)	S	S		S	S	S	S	S
Private streets or alleys	S	S	S	S	S	S	S	S
Farmers market (temporary)	S	S	S		S	S	S	
Agricultural	X	X	X	X	X	X	X	X
Street fairs (temporary)	S	S	S		S	S	S	
Home occupation	X	X	X	X	X	X	X	X
Occasional sales (garage sales)				X	X		X	X
Amateur communication tower				S			S	S
Private Stables							S	

All District areas are as shown on Exhibit B

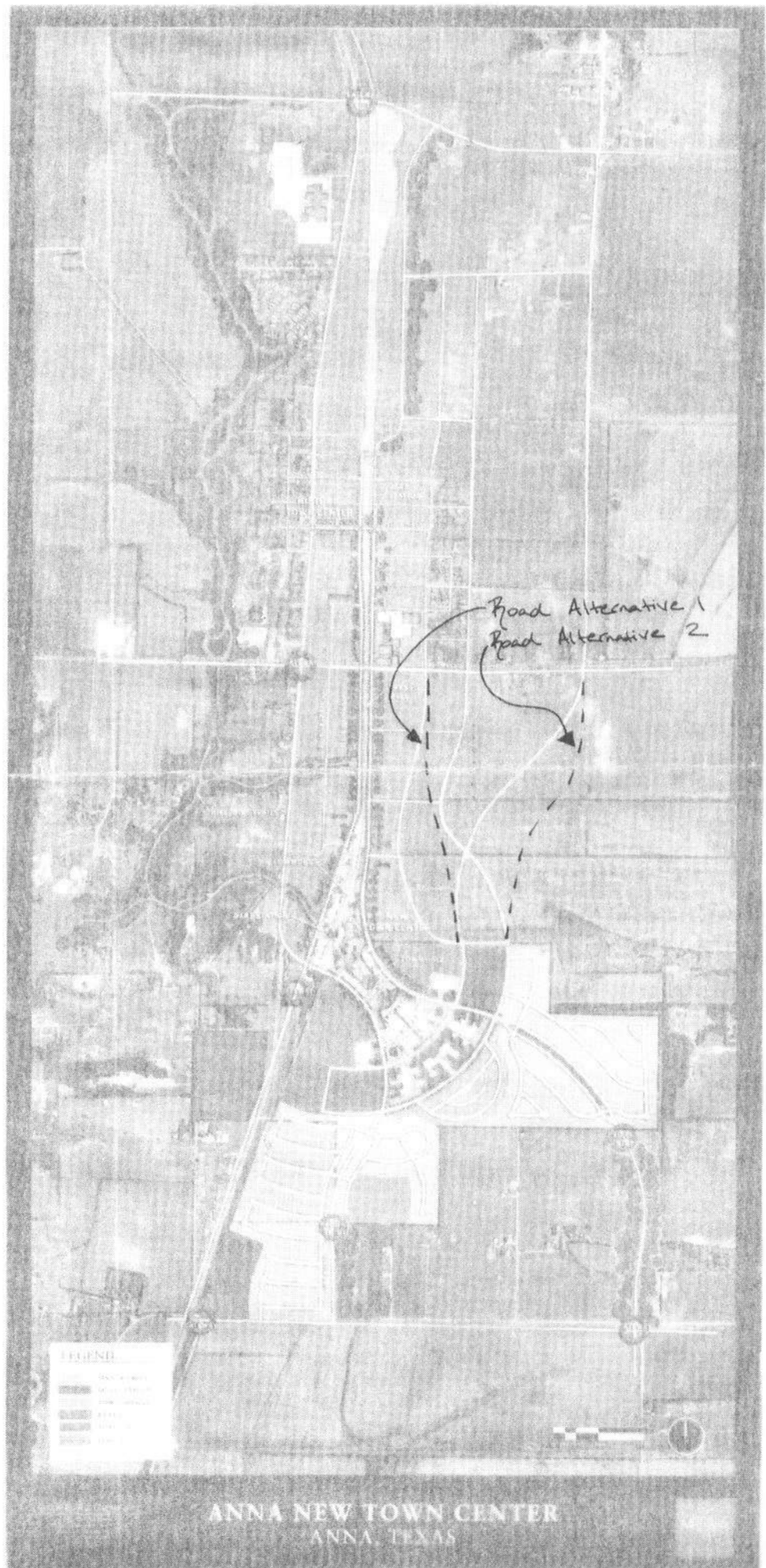


Exhibit F

Landscape Requirements

Sec. 41-211. Landscape requirements.

1) *Purpose.* Landscaping is accepted as adding value to property and is in the interest of the general welfare of the city. Therefore, landscaping is hereafter required of new development.

2) *Scope and enforcement.*

_____ (a) The provisions of this section shall be administered by the director of planning or designee. The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new construction or any existing development which is altered by increasing the floor area by 30 percent or more of the originally approved floor area, either by a single expansion or by the cumulative effect of a series of expansions.

_____ (b) All uses which are a conversion or change in use requiring the expansion of or significant improvements to meet parking standards shall upgrade landscaping on the site and meet these requirements to the extent practical.

_____ (c) Uses within the downtown commercial historic district CHD shall be exempt from the landscape requirements set forth herein, unless it is determined by the historic preservation officer that these standards are achievable and would contribute to the historic appearance and/or qualities that are inherent to the district.

_____ (d) Airport uses shall comply with the requirements of this section, but the standards may be modified if it is in keeping with the intent of a bird mitigation program for the city airport, in order to reduce conflicts between birds and aircraft.

_____ (e) If at any time after the issuance of a certificate of occupancy, the approved landscaping is found to be in nonconformance to the standards and criteria as approved on the landscape plan, the chief building official shall issue notice to the owner, citing the violation and describing what action is required to comply with this section. The owner(s), tenant(s), and/or agent(s) shall make reasonable progress within 30 days from date of said notice and shall have 90 days to completely restore the landscaping as required. A 30-day extension may be granted by the chief building official if a hardship due to extreme seasonal conditions can be demonstrated by the owner(s), tenant(s), and/or agent(s). If the landscaping is not restored within the allotted time, such person shall be held in violation of this chapter.

3) *Permits.*

_____ (a) No permits shall be issued for building, paving, grading, or construction until a detailed landscape plan is submitted and approved by the director of planning or designee. Prior to the issuance of a certificate of occupancy for any building or structure, all screening and landscaping shall be in place in accordance with the landscape plan and a digital copy of the landscaping as installed shall be provided to the planning department for permanent record.

_____ (b) In any case in which a certificate of occupancy is sought at a season of the year in which the director of planning determines that it would be impractical to plant trees, shrubs or grass, or to lay turf, a temporary certificate of occupancy may be issued, if a letter of agreement from the property owner is provided stating when the installation shall occur. All landscaping required by the landscape plan shall be installed within six months of the date of issuance of the temporary certificate of occupancy or the site shall be deemed to be in violation of this chapter and the temporary certificate of occupancy shall be revoked.

4) *Landscape plan.*

_____ (a) A landscape plan shall be shown as part of the site plan as required in section 41-39. Prior to the issuance of a building permit, paving, grading, or construction permit for any new use, a final landscape plan shall be submitted to the planning department. The director of planning or designee shall review such plans and shall approve same if the plans are in accordance with the criteria of these regulations and the approved site plan. If the plans are not in accord, they shall be disapproved and shall be accompanied by a written statement setting forth the changes necessary for compliance.

_____ (b) Landscape plans shall be prepared by a person knowledgeable in plant material usage and landscape design (e.g. landscape architect, landscape contractor, landscape designer, etc.). Conceptual and final landscape plans shall contain the minimum following information:

- _____ 1. Minimum scale of one inch equals 40 feet, or the same scale as the associated site plan;
- _____ 2. Location, size, and species of all trees to be preserved (do not use "tree stamps" unless they indicate true size and location of trees);
- _____ 3. Location of all plant and landscaping material to be used, including plants, paving, benches, screens, fountains, statues, earthen berms, ponds (to include depth of water), topography of site, or other landscape features (except that location of plants and landscaping materials may be generalized on a conceptual landscape plan);

- _____ 4. Species, size, spacing, and quantities of all plant material to be used in a tabular form (except that conceptual landscape plans may provide general plant types in-lieu-of species);
- _____ 5. Affidavit on the plan stating that irrigation, sprinkler, or water systems, including placement of water sources, shall be provided;
- _____ 6. Person(s) responsible for the preparation of the landscape plan, including affidavit of their qualifications to prepare said plan;
- _____ 7. Mark indicating north;
- _____ 8. Date of the landscape plan, including any revision dates;
- _____ 9. Planting details Percentage of total site in permanent landscaping;
- _____ 10. Percentage of street yard in permanent landscaping;
- _____ 11. Dimensions of all landscape areas;
- _____ 12. Number of required trees and number of trees provided;
- _____ 13. Location of all existing and planned overhead and underground utilities shall be shown on the landscape plan (or on an accompanying utility plan drawn at the same scale, if necessary for clarity).

5) *General standards.*

- _____ (a) The following criteria and standards shall apply to landscape materials and installation. For the purposes of this section, caliper shall be defined as the diameter measurement of a tree trunk.
 - _____ 1. Required landscaped open areas shall be completely covered with living plant material. Non-living landscaping materials such as wood chips and gravel may be used only under trees, shrubs, and other plants.
 - _____ 2. Plant materials shall conform to the standards of the approved plant list for the city (see appendix A: section A-1). Grass seed, sod and other material shall be clean and reasonably free of weeds and noxious pest and insects.
 - _____ a. To promote prudent use of the city's water resources and reduce the need for additional water system infrastructure, additional water resources and water purification systems, and to help insure viability of required plantings during periods of drought, required landscaping shall comply, where feasible, with the following requirements designed to reduce water usage...
 - _____ b. Required plant materials shall be selected from those identified as xeriscape plants on the approved plant list for the city (see appendix A).
 - _____ c. Where specific conditions reduce the likelihood that any of these plant materials will survive, other plants on the list may be substituted.
 - _____ d. Other plants not on the list may be substituted at the discretion of the director of planning. The applicant may be required to provide substantiation as to the hardiness, adaptability, and water demands of the plant when used in this area.
 - _____ e. For maximum reduction in water usage, xeriscape plants should not be interspersed in plant massings with plants requiring higher water usage.
 - _____ f. Applicants should design irrigation systems and watering schedules which supply the appropriate amount of water without overwatering.
 - _____ 3. Ornamental trees shall have a minimum spread of crown of greater than 15 feet at maturity. Ornamental trees having a minimum mature crown of less than 15 feet may be substituted by grouping the same so as to create the equivalent of 15 feet of crown width. Canopy trees shall have a minimum spread of crown of 25 feet at maturity.
 - _____ 4. Large trees shall be a minimum of three inches in caliper as measured 24 inches above the ground and seven feet in height at time of planting.
 - _____ 5. Small trees shall be a minimum of one inch in caliper as measured 24 inches above the ground and five feet in height.
 - _____ 6. Shrubs not of the dwarf variety shall be a minimum of two feet in height when measured immediately after planting.

7. Hedges, where installed for buffering purposes required by this section, shall be planted and maintained so as to form a continuous, unbroken, solid visual screen which will be three feet high within two years after time of planting.
 8. Landscaping, except required grass and low ground cover, shall not be located closer than three feet from the edge of any parking space.
 9. Evergreen vines not intended as ground cover shall be a minimum of two feet in height immediately after planting and may be used in conjunction with fences, screens, or walls to meet landscape screening and/or buffering requirements, as set forth herein and as approved by the director of planning.
 10. Grass areas shall be sodded, plugged, sprigged, hydro-mulched, or seeded, except that solid sod shall be used in swales, or when necessary to prevent erosion. Grass areas shall be established with complete coverage within a six-month period of time from planting, and shall be re-established, if necessary, to ensure grass coverage of all areas.
 11. Ground covers used in-lieu-of grass shall be planted in such a manner as to present a finished appearance and reasonably completed coverage within one year of planting.
- (b) All required landscaped open space shall be provided with an automatic underground irrigation system, except for required landscaping in single-family or two-family development. Said irrigation system shall be designed by a qualified professional and installed by a licensed irrigator after receiving a permit, as may be required under the construction code.
 - (c) Earthen berms shall have side slopes not to exceed 3:1 (three feet of horizontal distance for each one foot of height). All berms shall contain necessary drainage provisions, as may be required by the city engineer.
 - (d) No tree shall be planted closer than four feet to a right-of-way line nor closer than eight feet to a public utility line (water or sewer), unless no other alternative is available. Further, a landscaping area in which trees are to be provided shall not conflict with a utility easement, unless no alternative is available.
 - (e) No tree which has a mature height of 25 feet or greater shall be planted beneath an existing or proposed overhead utility line.

(6) *Minimum landscaping requirements.*

- (a) For all nonresidential and multiple-family at least 15 percent of the street yard shall be permanent landscape area. The street yard shall be defined as the area between the front property line and the minimum front set back line.
- (b) For all nonresidential and multiple-family parcels located at the intersection of two dedicated public streets (rights-of-way), a 600 square foot landscape area shall be provided at the intersection corner, which can be counted toward the 15 percent requirement.
- (c) For all nonresidential and multiple-family parcels, a minimum of 10 percent of the entire site shall be devoted to living landscape which shall include grass, ground cover, plants, shrubs, or trees.
- (d) Landscape setbacks on thoroughfares.
 1. Landscape setbacks on street rights-of-way other than major thoroughfares. For all non-residential and multiple-family parcels, a minimum ten-foot landscape buffer adjacent to the right-of-way of any street other than a major thoroughfare is required. If the lot is a corner lot, all frontages shall be required to observe the ten-foot buffer. Slight variances may be allowed to the minimum ten-foot landscape buffer in unusual circumstances, as approved on the site plan.
 2. Landscape setbacks on major thoroughfares. For nonresidential and multiple-family parcels, a minimum 20-foot landscape buffer adjacent to the right-of-way of any major thoroughfare is required. If the lot is a corner lot, all frontages shall be required to observe the 20-foot buffer. For the purposes of this section, a major thoroughfare is any proposed or existing thoroughfare with an ultimate right-of-way width of 60 feet or greater.
 3. If unique circumstances exist which prevent strict adherence with this requirement, the city council may consider a granting of a variance during the site plan approval process to reduce the minimum 20-foot landscape buffer to a minimum of ten feet, provided that site design considerations have been incorporated to mitigate the impact of the variance. Unusual circumstances include, but are not limited to: insufficient lot depth or size of the existing lot, existing structures and drives, and floodplain and existing trees to be preserved. A variance may be granted if:
 - a. Unique circumstances exist on the property that make application of this item unduly burdensome on

- _____ b. The variance will have no adverse impact on current or future development, and
 - _____ 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, and
 - _____ 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.
- _____ (e) For all nonresidential and multiple-family parcels, developers shall be required to plant one large tree (minimum of three-inch caliper and seven feet high at time of planting) per 40 linear feet, or portion thereof, of street frontage. Trees may be grouped or clustered to facilitate site design.
- _____ (f) Landscape areas within parking lots should generally be at least one parking space in size (180 square feet).
- _____ (g) No landscape area counting toward minimum landscaping requirements shall be less than 25 square feet in area or less than five feet in width.
- _____ (h) For all nonresidential and multiple-family parcels, internal landscape areas shall:
- _____ 1. Equal a total of at least eight square feet per parking space;
 - _____ 2. Have a landscaped area with at least one tree within 65 feet of every parking space;
 - _____ 3. Have a minimum of one tree planted in the parking area for every ten parking spaces within parking lots with more than 20 spaces.
- _____ (i) Within parking lots, landscape areas should be located to define parking areas and assist in clarifying appropriate circulation patterns. A landscape island shall be located at the terminus of each parking row, and should contain at least one tree. All landscape areas shall be protected by a monolithic curb or wheel stops and remain free of trash, litter, and car bumper overhangs.
- _____ (j) All existing trees which are to be considered for credit shall be provided with a permeable surface (a surface which does not impede the absorption of water) within a minimum five-foot radius from the trunk of the tree. All new trees shall be provided with a permeable surface under the dripline a minimum two and one-half-foot radius from the trunk of the tree.
- _____ (k) At least 75 percent of the frontage of parking lots, adjacent to a public right-of-way, within the street yard shall be screened from public streets with evergreen shrubs attaining a minimum height of three feet, an earthen berm of a minimum height of three feet, a low masonry wall of a minimum height of three feet, or a combination of the above with a minimum combined height of three feet. A wall used for parking lot screening should be accompanied with landscape planting in the form of low shrubs and groundcover to soften the appearance of the wall.
- _____ (l) A minimum of 50 percent of the total trees required for the property shall be large (minimum three-inch caliper, seven feet in height at time of planting) canopy trees as specified on the approved plant list (see appendix A: section A-1).
- _____ (m) Necessary driveways from the public right-of-way shall be allowed through all required landscaping areas in accordance with City regulations. Shared drives shall be allowed through perimeter landscape areas.
- _____ (n) For all nonresidential and multi-family parcels, whenever an off-street parking area or vehicular use area abuts an adjacent property line, a perimeter landscape area of at least five feet shall be maintained between the edge of the parking area and the adjacent property line.
- _____ (o) Whenever a nonresidential use, mobile home use, or multiple family use is adjacent to a property used or zoned for single-family or duplex residential use, the more intensive land use shall provide a landscaped area of at least ten feet in width along the common property line planted with one large tree (minimum three-inch in caliper and seven feet in height at time of planting) for each 40 linear feet or portion thereof of adjacent exposure.
- _____ (p) Evergreen shrubs (acceptable for six-foot screening) shall be provided around dumpster screening wall, and the plant materials must be a minimum of three feet in height at the time of planting, unless not visible from public right-of-way or a public use area.
- _____ (q) For all single-family and duplex parcels, builders shall be required to plant two large trees (minimum of three-inch caliper and seven feet high at time of planting) per lot prior to obtaining a certificate of occupancy. At least one of the trees shall be located in the front yard. Existing quality trees of at least three-inch caliper size located on the lot shall count to meet this standard if appropriate tree protection measures have been followed.

7) *Tree preservation.*

- _____ (a) Any trees preserved on a site meeting the herein specifications may be credited toward meeting the tree requirement of any landscaping provision of this section for that area within which they are located, according to the following table:

TABLE INSET:

Caliper of Existing Tree	Credit Against Tree Requirement
6" to 8"	2 trees
9" to 15"	3 trees
16" to 30"	4 trees
31" to 45"	5 trees
47" or more	8 trees

_____ For purposes of this section, caliper measurement shall be taken at a height of four and one-half feet above the ground, and shall be rounded to the nearest whole number.

- _____ (b) Existing trees may receive credit if they are not on the city's approved plant material list but approved by the director of planning or designee; however, trees must be located within the landscape area to which credit is applied.
- _____ (c) Any tree preservation proposed shall designate the species, size, and general location of all trees on the conceptual or general landscape plan. The species, size, and exact location shall be shown on the final landscape plan.
- _____ (d) During any construction or land development, the developer shall clearly mark all trees to be maintained and may be required to erect and maintain protective barriers around all such trees or groups of trees. The developer shall not allow the movement of heavy equipment or the storage of equipment, materials, debris, or fill to be placed within the drip line of any trees. This is not intended to prohibit the normal construction required within parking lots.
- _____ (e) During the construction stage of development, the developer shall not allow cleaning of equipment or material under the canopy of any tree or group of trees to remain. Neither shall the developer allow the disposal of any waste material such as, but not limited to, paint, oil, solvents, asphalt, concrete, mortar, etc., under the canopy of any tree or groups of trees to remain. No attachment or wires of any kind, other than those of a protective nature, shall be attached to any tree.

8) *Sight distance and visibility.*

- _____ (a) Rigid compliance with these landscaping requirements shall not be such as to cause visibility obstructions and/or blind corners at intersections. Whenever an intersection of two or more streets or driveways occur, a triangular visibility area, as described below, shall be created. Landscaping within the triangular visibility area shall be designed to provide unobstructed cross-visibility at a level between two feet and six feet. Trees may be permitted in this area provided they are trimmed in such a manner that no limbs or foliage extend into the cross-visibility area. The triangular areas shall comply with the sight triangle illustrations in this chapter (See illustrations: illustration 10).
- _____ (b) In the event other visibility obstructions are apparent in the proposed landscape plan, as determined by the director of planning, the requirements set forth herein may be modified to eliminate the conflict.

9) *Maintenance.*

- _____ (a) The owner(s), tenant(s), and/or their agent(s), if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not be limited to:
- _____ 1. Mowing (of grass of six inches or higher);
 - _____ 2. Edging;
 - _____ 3. Pruning;
 - _____ 4. Fertilizing;
 - _____ 5. Watering;
 - _____ 6. Weeding; and
 - _____ 7. Other such activities common to the maintenance of landscaping.

- _____ (b) Landscape areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of the landscaping. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
- _____ (c) Plant materials used to meet minimum required landscaping provisions which die or are removed for any reason shall be replaced with plant material of similar variety and size, within 90 days.
- _____ 1. Trees with a trunk diameter in excess of six inches measured 24 inches above the ground may be replaced with trees of similar variety having a minimum trunk diameter of three inches measured 24 inches above the ground.
- _____ 2. If any tree which was preserved and used as a credit toward landscaping requirements is later removed for any reason, it shall be replaced by the number of trees for which it was originally credited. Replacement trees shall have a minimum trunk diameter of three inches measured 24 inches above the ground.
- _____ 3. A time extension may be granted by the director of planning if substantial evidence is presented to indicate abnormal circumstances beyond the control of the owner, tenant, or his agent.



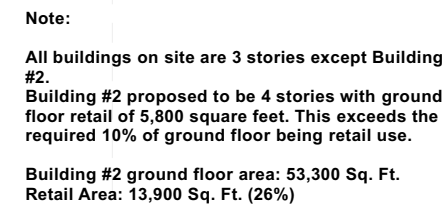
Notes:

I. Flex/Live Work Units: Owner commits to providing that Ground Floor Units designated as Flex/Live Work may be occupied by a residential use, a nonresidential use or both. Such Flex Space units will have individual exterior entrances and a minimum floor to ceiling height of 9 feet.

- Flex units must be constructed to accommodate nonresidential uses and may not be modified to prevent nonresidential occupancy.

II. Landscape Buffer/Perimeter Fence:

- Abutting to the adjacent Single-Family community to the north per their HOA and Plat (refer to ACV plat) there will be a Masonry Screening Wall. Between the single-family lots and the screening masonry wall and multi-family development there shall be a 10-foot-wide landscape buffer with a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers. The vegetative screen may be planted within any required landscape buffer.
- Proposing 6-tall wrought iron fencing with masonry columns every 50' along eastern property boundary.
- Border screening on any perimeter not abutting a single-family lot or public right-of-way shall consist of the following: Ornamental metal fence, such as wrought iron or tubular steel not less than six feet in height along with masonry columns at no more than 50-foot intervals.



Note:

Building #2 proposed to be 4 stories with ground floor retail of 5,800 square feet. This exceeds the required 10% of ground floor being retail use.

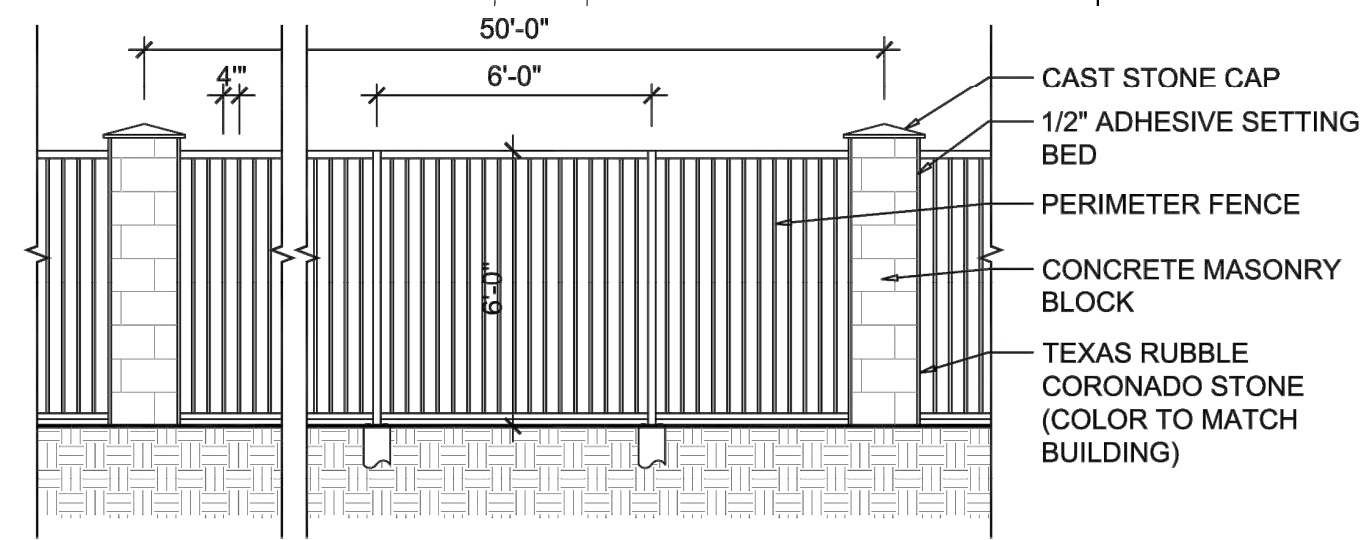
Building #2 ground floor area: 53,300 Sq. Ft.
Retail Area: 13,900 Sq. Ft. (26%)

Planned Development and MF-2 Amendment/Variances

1. **Parking:** Multifamily Residential parking to be :
 - a) 1-bedroom or less: 1 parking space/unit
 - b) 2 & 3 Bedrooms : 2 parking spaces/unit
 - c) 0.25 parking spaces per unit for Guest Parking
2. **Covered Parking:** Required Covered Parking of 50% of required parking spaces (reduced from 75%)
3. **Refuse Facility:** Development shall have a minimum of one compactor onsite and owner controls to providing refuse containers that shall be maintained in a manner to satisfy city public health and sanitary regulations. The refuse facility shall be located so as to provide access and convenient pickup for city and private agencies. Owner will provide a minimum 30' wide, single compactor and separate recycling container. The refuse facility shall be screened from view on 3 sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than 7 feet nor more than 8 feet in height or by an existing building. The refuse facility shall be located so as to provide safe and convenient pickup as well as resident access.
4. **Landscape Setback:** The landscape buffer along Finley Boulevard shall be waived where parallel parking is proposed adjacent to Finley Boulevard.
5. **Maximum Allowed Height:** For sub-district D, 3-story multi-family structure shall be allowed.
6. **Masonry Wall Requirement:** Masonry wall requirement along the eastern property boundary shall be waived. In its place, a 10' landscape buffer and a 6' wrought iron fencing with masonry columns every 50' is proposed
7. **Commercial/Retail Requirement:** There shall be no commercial/retail requirement for multi-family structures within sub-district F.

Site Data Summary Table

Item	
General Site Data	
Zoning (from zoning map)	PD - MF-2 (PD-129)
Land Use (from Zoning Ordinance)	MF-2
Lot Area (square feet & acres)	11.02 Acres (479,783 Square Feet)
Building Footprint Area (square feet)	134,500 Square Feet
Total Building Area (square feet)	438,000 Square Feet
Building Height (# stories / feet (distance to tallest building element))	Urban Flats: 2 Stories (Max 30'), Bldg. #2: 4 Stories (Max 60') All Other Buildings: 3 Stories (Max 45')
Lot Coverage (percent – x.xx%)	28.03%
Multifamily Units	
# of studios / Minimum square feet	9
# of 1 bedrooms / Minimum unit size	141
# of 2 bedrooms / Minimum unit size	137
# of 3 bedrooms / Minimum unit size	8
Total Attached Multi-Family Units	296 (Including 7 Flex Live/Work Units)
# of standard 1 bedroom units (Urban Flats)	24
Total Unit Count	320
Parking	
Parking Requirement (per PD & MF-2 Amendment/Variances Request)	Studio/1 Bedroom Units: 2 Space (174) 2 or 3 Bedroom Units: 2 Spaces (292) Visitor: 0.25 Spaces (80) Retail: 1 Space/250 Sq.Ft. (56) Total Parking Spaces Required: 602
Provided Parking (# spaces) by Type	Surface Parking (Including Tandem Spaces): 274 Tuck-Under MF Garages: 77 Urban Flats Garages: 72 Carport Spaces: 168 Slip-in off Finley Blvd.: 11 Total Parking Spaces Provided: 602 Total Covered Parking Spaces: 317 (52.66% of Total Req.)
Accessible Parking Required (# spaces)	12 (2 Spaces / 100 Parking Spaces Required)
Accessible Parking Provided (# spaces)	14
Landscape Area (including turf areas)	
Open Space Required (1BR: 60F Sq. Ft. Additional BR: 30F Sq. Ft.)	235,800 Square Feet (5.48 Acres)
Open Space Provided	Site Landscaping: 94,900 Square Feet Site Amenities: 26,250 Square Feet Amenities (@ 3-to-1 Credit): 119,250 Square Feet Site Total Open Space Provided: 240,400 Square Feet



Note: Abutting to adjacent single-family, masonry wall-to be maintained by single-family HOA (Refer to ACV plat)

TRACT 1 & 2
11.02 ACRES
479,783 SQUARE FEET

TRACT 1
PORTION OF ANNA TOWN CENTER
MIXED USE LLC
INSTRUMENT NUMBER
20150317000291340
O.P.R.C.C.T.

TRACT 2
PORTION OF ANNA TOWN CENTER
NO. 4 / SHRP, LTD.
VOLUME 5631, PAGE 2600
O.P.R.C.C.T.

Project Number: 2021100
Drawn By: mfereshtehnezhad

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Delta	Issue Name	Date
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[illegible]

Serenity at the Square, Luxury Apartments

City of Anna, Collin County, Texas

EXHIBIT 3



04/27/2022

Via Email tolmecke@annatexas.gov

Lauren Mecke

City of Anna - Planning Department
Anna, Texas

Exhibit – A (rev.04/27/22)

Requested Variances from MF-2 Regulations for Serenity
at the Square in Anna, Texas

1. **Parking:** Multifamily Residential parking to be :
 - a) 1-bedroom or less: 1 parking space/unit
 - b) 2 & 3 Bedrooms : 2 parking space/unit
 - c) 0.25 parking spaces per unit for Guest Parking
 - Based on Comparable Residential Developments this is sufficient for residential parking.
 - There is prior precedence for allowing parking variances
2. **Covered Parking:** Required Covered Parking of 50% of required parking spaces (reduced from 75%)
 - Requested variance for covered parking due to site constraints.
 - Covered Parking to be provided with enclosed garages, covered tuck-under parking and Carports throughout the site
3. **Refuse Facility:** Development shall have a minimum of one compactor onsite and owner commits to providing refuse container/s that shall be maintained in a manner to satisfy city public health and sanitary regulations. The refuse facility shall be located so as to provide safe and convenient pickup by refuse collection agencies. Owner will provide a minimum 30 cubic yard compactor and separate recycling container/s. The refuse facility shall be screened from view on 3 sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than 7 feet nor more than 8 feet in height or by an enclosure within a building. The Refuse facility shall be located so as to provide safe and convenient pickup as well as resident access.
 - Development will utilize a valet waste service to collect residents' trash directly on scheduled days.
 - Refuse facility may be located greater than 250ft from some residential units
4. **Landscape Setback:** The landscape buffer along Finley Boulevard shall be waived where parallel parking is proposed adjacent to Finley Boulevard.
5. **Maximum Allowed Height:** For sub-district D, 3-story multi-family structure shall be allowed.

EXHIBIT 3



6. **Masonry Wall Requirement:** Masonry wall requirement along the eastern property boundary shall be waived. In its place, a 10' landscape buffer and a 6' wrought iron fencing with masonry columns every 50' is proposed
7. **Commercial/Retail Requirement:** There shall be no commercial/retail requirement for multi-family structures within sub-district F.
 - Sub-district F (with an odd shaped “triangular” boundary) requires any Multifamily Building to contain a Commercial Component, we have moved the Retail uses to Sub-district I which is adjacent to Finley Boulevard and more conducive to retail traffic/uses. Sub-district I does not require retail for 3-4 story height. We are meeting the intent of the overall ordinance but placing the retail in sub-district I versus F - in an economically more viable location.

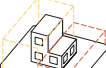
Sincerely,
JHP

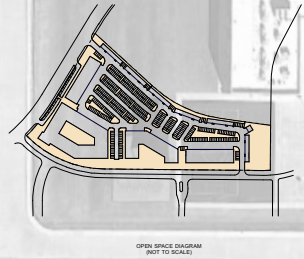
A handwritten signature in blue ink that reads 'W. Brian Keith'.

W. Brian Keith; AICP, AIA
Principal – Director of urban design/planning

Copy: Olivia Demings (ODemings@annatexas.gov); Sahil Kurji (sahil@slatecommercial.com); File

Zoning-variance-exhibit-A_220427

P R O J E C T D A T A		
Residential (915 sf avg)	(Unit Mix: 53% 1BR, 44% 2BR, 3% 3BR)	320 units MF Units 289 units Flex Units 7 units Urban Flats 24 units
Leasing/Amenity		8,000 s.f.
Retail (incl. flex live/work)		13,900 s.f.
Parking Required (per variance request)	546 sps (Residential) 56 sps (Retail)	
	Total:	602 sps
Parking Provided	Surface: 274 sps Urban Flats Garages: 72 sps Tuck-Under Garages: 77 sps Carports: 168 sps Slip-In off Finley: 11 sps Total (Residential & Retail):	602 sps
Site Area (Gross)	Tract 1: 9.92 acres Tract 2: 1.1 acres	
	Total:	11.02 acres
Density		29.04 units/acre
Open Space Required		235,800 s.f.
Open Space Provided		240,400 s.f. (incl. 3-to-1 credits)
S I T E C O N D I T I O N S		
	Current zoning:	PD-129 (Districts D, F, I)
Zoning District	zoned for general commercial and multi-family use	
	2 Levels (within south 80' of zoning boundary)	
Height	3 Levels – 50' (max) 4 Levels – 65' (max) (When providing 1st floor retail)	
	Front yard:	20' (MF, 1- or 2-story bldgs.) 30' (MF, 3- or 4-story bldgs.) 15' (commercial)
Setback	Side yard & Side yard corner:	0'
	Rear yard:	0'
	Density	24 units/acre (max) (by right, no retail required) 36 units/acre (max) (when providing retail that is >=10% of the total 1st floor area of MF structures facing all collector streets)
	Required Parking	Residential: 2 sp. per unit (75% covered+0.25 sp/unit visitor) Retail: 1 sp. per 250 s.f.
	Power Line Setback	Existing power poles along Finley Blvd, assume 20' set back from the center
	Detention	Assume 10,000 SF on Tract 2
Open Space	600 SF/1-(or less) BR Unit + 300 SF/Ea. additional BR over 1 3-to-1 open space credit will apply	
Masonry	Proposed Required masonry reduction from 75% to 50%	



A FIRM WITH A VIBRANT
& EXCITING CULTURE
RECOGNIZED FOR
ELEVATED DESIGN

SERENITY AT THE SQUARE,
LUXURY APARTMENTS
ANNA, TEXAS

SITE PLAN

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Regulatory Approval, Permit or
Construction:
Brian Keith,
Registered Architect of State of Texas,
Registration No. 15609.

04.27.2022



Item No. 7.j.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding Serenity at the Square, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Commercial and multiple-family residences on 11.0± acres located at the northeast corner of Finley Boulevard and Sharp Street.

This concept plan is associated with the zoning request to amend adopted and existing standards for commercial and multiple-family residence development and is contingent upon approval of that request.

The purpose for the concept plan is to show the future commercial and multiple-family residential development and related site improvements.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The Concept Plan is in conformance with the proposed Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval of the Concept Plan subject to City Council approval of the zoning request.

ATTACHMENTS:

1. RESOLUTION (CP) Serenity at the Square
2. EXHIBIT A - Resolution (Serenity at the Square, CP)

APPROVALS:

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

Created/Initiated - 5/16/2022
Final Approval - 5/17/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR SERENITY AT THE SQUARE.

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

WHEREAS, Anna Town Square Partner I, LLC, has submitted an application for the approval of the Concept Plan for Serenity at the Square; and

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Revised Concept Plan

The City Council hereby approves the Concept Plan for Serenity at the Square attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 24th day of May, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Notes:

I. Flex/Live Work Units: Owner commits to providing that Ground Floor Units designated as Flex/Live Work may be occupied by a residential use, a nonresidential use or both. Such Flex Space units will have individual exterior entrances and a minimum floor to ceiling height of 9 feet.

- Flex units must be constructed to accommodate nonresidential uses and may not be modified to prevent nonresidential occupancy.

II. Landscape Buffer/Perimeter Fence

- Abutting to the adjacent Single-Family community to the north per their HOA and Plat (refer to ACV plat) there will be a Masonry Screening Wall. Between the single-family lots and the screening masonry wall and multi-family development there shall be a 10-foot-wide landscape buffer with a vegetative screen comprised of minimum 3" caliber trees planted staggered at 6-foot centers. The vegetative screen may be planted within any required landscape buffer.
 - Proposing 6'-all wrought iron fencing with masonry columns every 50' along eastern property boundary.
- Border screening on any perimeter not abutting a single-family lot or public right-of-way shall consist of the following: Ornamental metal fence, such as wrought iron or tubular steel not less than six feet in height along with masonry columns at no more than 50-foot intervals.

Note: Parallel spaces to be 22" X 9" —

Note: No landscape buffer to be required along Finley Blvd.

Flex/Live Work units:

A ground floor unit that may be occupied by a residential use, a nonresidential use, or both. Flex space units must have an individual exterior entrance and a minimum floor-to-ceiling separation of 9 feet. A flex-space unit must be constructed to accommodate nonresidential uses and may not be modified to prevent nonresidential occupancy.

Note:

All buildings on site are 3 stories except Building #2. Building #2 proposed to be 4 stories with ground floor retail of 5,800 square feet. This exceeds the required 10% of ground floor being retail use.

Building #2 ground floor area: 53,300 Sq. Ft. Retail Area: 13,900 Sq. Ft. (26%)

THAYNE DRIVE

ASKEW DRIVE

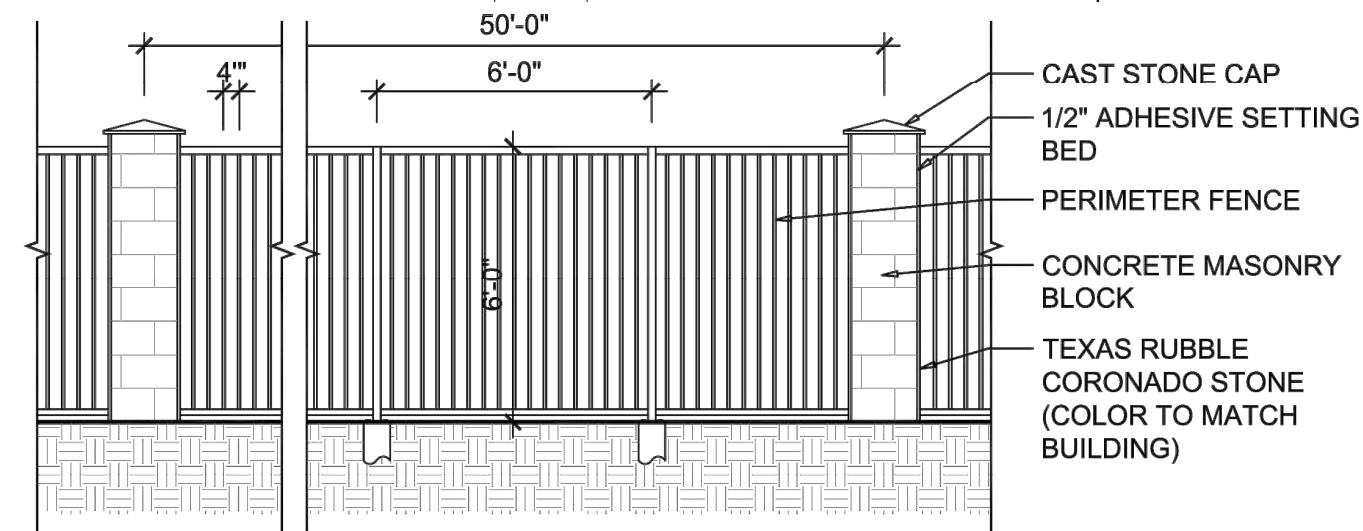
Age Group	U.S. should take action to reduce global warming (%)
18-29	85
30-49	75
50-69	65
70+	55

MASTON DRIVE

WILSON DRIVE

Site Data Summary Table

Item	
General Site Data	
Zoning (from zoning map)	PD - MF-2 (PD-129)
Land Use (from Zoning Ordinance)	MF-2
Lot Area (square feet & acres)	11.02 Acres (479,783 Square Feet)
Building Footprint Area (square feet)	134,500 Square Feet
Total Building Area (square feet)	438,000 Square Feet
Building Height (# stories / feet (distance to tallest building element))	Urban Flats: 2 Stories (Max 30'), Bldg. #2: 4 Stories (Max 60') All Other Buildings: 3 Stories (Max 45')
Lot Coverage (percent – x.xx%)	28.03%
Multifamily Units	
# of studios / Minimum square feet	9
# of 1 bedrooms / Minimum unit size	141
# of 2 bedrooms / Minimum unit size	137
# of 3 bedrooms / Minimum unit size	8
Total Attached Multi-Family Units	296 (Including 7 Flex Live/Work Units)
# of standard 1 bedroom units (Urban Flats)	24
Total Unit Count	320
Parking	
Parking Requirement (per PD & MF-2 Amendment/Variances Request)	Studio/1 Bedroom Units: 2 Space (174) 2 or 3 Bedroom Units: 2 Spaces (292) Visitor: 0.25 Spaces (80) Retail: 1 Space/250 Sq.Ft. (56) Total Parking Spaces Required: 602
Provided Parking (# spaces) by Type	Surface Parking (Including Tandem Spaces): 274 Tuck-Under MF Garages: 77 Urban Flats Garages: 72 Carport Spaces: 168 Slip-in off Finley Blvd.: 11 Total Parking Spaces Provided: 602 Total Covered Parking Spaces: 317 (52.66% of Total Req.)
Accessible Parking Required (# spaces)	12 (2 Spaces / 100 Parking Spaces Required)
Accessible Parking Provided (# spaces)	14
Landscape Area (including turf areas)	
Open Space Required (1BR: 60F Sq. Ft. Additional BR: 30F Sq. Ft.)	235,800 Square Feet (5.48 Acres)
Open Space Provided	Site Landscaping: 94,900 Square Feet Site Amenities: 26,250 Square Feet Amenities (@ 3-to-1 Credit): 119,250 Square Feet Site Total Open Space Provided: 240,400 Square Feet



TRACT 1 & 2
11.02 ACRES
479,783 SQUARE FEET

TRACT 1
PORTION OF ANNA TOWN CENTER
MIXED USE LLC
INSTRUMENT NUMBER
20150317000291340
O.P.R.C.C.T.

TRACT 2
PORTION OF ANNA TOWN CENTER
NO. 4 / SHRP, LTD.
VOLUME 5631, PAGE 2600
O.P.R.C.C.T.

Project Number: 2021100
Drawn By: mfereshtehnezhad

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Delta	Issue Name	Date
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CONCEPT SITE PLAN

**SERENITY AT THE SQUARE
BLOCK A, LOT 1 - 11.02 ACRES
CITY OF ANNA, COLLIN COUNTY, TX
BOTH TRACT 1 & 2**

TRACT 1:
PORTION OF ANNA TOWN CENTER MIXED USE LLC
INSTRUMENT NUMBER 20150317000291340
O.P.R.C.C.T.
TRACT 2:
PORTION OF ANNA TOWN CENTER
NO. 4 / SHRP, LTD.
VOLUME 5631, PAGE 2600
O.P.R.C.C.T.

JHP

Architecture/Urban Design
A FIRM WITH A VIBRANT &
EXCITING CULTURE RECOGNIZED
FOR ELEVATED DESIGN

NOT FOR CONSTRUCTION
NOT SET

W. BRIAN KEITH
Registered Architect of the State of:
TEXAS
Registration Number: 15609

Serenity at the Square, Luxury Apartments

City of Anna, Collin County, Texas



Item No. 7.k.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discussion/Action on a Resolution entering into a development agreement with Anna 1340 Holdings, LLC to establish timelines and development and design regulations for a multiple-family residence development on 16.2± acres located on the south side of County Road 1106, 175± feet east of State Highway 5. (Director of Development Services Ross Altobelli)

SUMMARY:

The intent of the development agreement is to ensure the use of high quality, durable materials for nonresidential and residential development within the city to create well designed and attractive architecture. Additionally, the development agreement includes development deadlines associated with the construction of the property.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The applicant is proposing similar development timelines and material standards and percentages recently approved by the Council.

ATTACHMENTS:

1. Resolution - DA (District Community)
2. District Community - Development Agreement - building material, architectural standards, construction timelines (DRAFT)
3. Exhibit 1 - DA (Metes and Bounds Legal Description)
4. Exhibit 2 - DA (CP, District Community - 3 bedrooms)

APPROVALS:

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

Created/Initiated - 5/19/2022
Final Approval - 5/19/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH ANNA 1340 HOLDINGS, LLC, RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENCE DEVELOPMENT GENERALLY LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 1106, 175± FEET EAST OF STATE HIGHWAY 5.

WHEREAS, Anna 1340 Holdings, LLC is the Property Owner of real estate generally located on the south side of County Road 1106, 175± feet east of State Highway 5.; and

WHEREAS, Property Owners desire to amend the zoning for the subject property to allow a multiple-family residence development; and

WHEREAS, Property Owner has agreed to development and design regulations should the City approve rezoning the property.

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

Section 1. Recitals Incorporated.

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

Section 2. Approval

The City Council hereby approves the Development Agreement with Anna 1340 Holdings, LLC attached hereto as Exhibit A, and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and take all other actions necessary to finalize, act under and enforce the Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 24th day of May 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT A

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered effective as of May 24, 2022 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality ("City") and Anna1340 Holdings, LLC ("Owner") as follows:

RECITALS

WHEREAS, the Property, as described in Exhibit 1 and depicted on Exhibit 2 (the "Property") is subject to City Regulations, including without limitation the City's zoning regulations; and,

WHEREAS, the current zoning classification of the Property is SF-E Single-Family Residential – Large Lot (SF-E) (the "Original Zoning Classification"); and,

WHEREAS, the Owner has applied to rezone the Property to allow for Planned Development-MF-1 Multiple-Family Residential Medium Density (PD-MF-1) to allow for multiple-family residence on one lot with modified development standards. (the "Zoning Change"); and,

WHEREAS, the City's Planning & Zoning Commission and City Council have given the requisite notices by publication and otherwise and have scheduled public hearings with respect to the rezoning of the Property as required by law; and,

WHEREAS, in the event that the Property is rezoned, the City and Owner desire to enter into a development agreement to establish development and design regulations to ensure that future multiple-family residence development is appropriate for the area and fits in well with adjacent properties; and,

WHEREAS, it is the Parties' mutual intent that this agreement shall govern only the subject matter specifically set forth herein and shall supersede City Regulations only to the extent that any such City Regulations directly conflict with the terms of this development agreement; and,

NOW, THEREFORE, in consideration of the above recitals and the mutual consideration as reflected in the covenants, duties and obligations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows, effective as of the Effective Date:

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 development agreement and said recitals constitute representations by Owner and the City.

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

- A. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations unless expressly stated to the contrary in this Agreement. City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement. It is expressly understood and the Parties agree that City Regulations applicable to the Property and its use and development include but are not limited to City Code provisions, ordinances, design standards, uniform codes, zoning regulations not affected by this Agreement, and other policies duly adopted by the City including without limitation any such regulations or requirements that were affected by the passage of Texas H.B. 2439, 86(R), codified as Chapter 3000 of the Texas Government Code ("Materials and Methods Regulations"), which are collectively incorporated herein as if set forth in full for all purposes; provided, however, to the extent of any conflict between the requirements of Materials and Methods Regulations and the requirements of this Agreement, this Agreement shall control. For purposes of this Agreement, "City Regulations" mean the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances (including, without limitation, all development fees), design standards, and other policies duly adopted by the City; provided, however, that as it relates to public infrastructure for any given phase of the Project, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences.
- B. With respect to all structures/development within the PD-MF-1 Zoning District, Owner agrees to comply and/or to cause all other persons or entities to comply and any other successors or assigns to comply with all City Regulations and with the masonry material requirements and all other requirements of the Anna City Code of Ordinances, Article 9.04 Zoning Ordinance, Section 9.04.034 Supplementary District Regulations, Subsection (e) Architectural Design Standards, which are incorporated herein as if set forth in full for all purposes, and with the following standards (in the event of any conflict, the following listed standards shall govern). Notwithstanding the foregoing, a Subsequent Owner upon a Closing (as hereinafter defined) must agree in writing to assume Owner's responsibilities set forth herein. For purposes of this Agreement the term "Subsequent Owner" means any person or entity that acquires all or any part of the Property from Owner or Owner's successor in title to the Property or any part thereof.

Single-Unit, Two-Unit, and Three-Unit Residence Buildings

- A. Except as noted below, the exterior walls (excluding windows and doors) on the first-floor front elevation of any structure shall be 70 percent masonry and 50 percent on the second-floor front elevation. The total cumulative surface area of the remaining exterior walls (excluding windows and doors) shall be 40 percent masonry.
- B. The masonry standards that apply to the front elevation of any residence building as described in subsection A above shall also apply to any exterior walls on any residence buildings that are adjacent to and face a travel way (i.e., fire lane).
- C. A maximum of 10 percent of any exposed exterior wall may consist of exterior insulation and finish system (EIFS).
- D. Second floor Dutch gable roof elements are not required to be masonry if set back at least 3 feet from the first-floor front elevation vertical plane.
- E. The masonry standards that apply to the front elevation of any residence building structure as described in subsection (A) above shall also apply to any exterior walls on a structure that are: (i) adjacent to and face a public street or fire lane; or (ii) visible from and located immediately adjacent to a public park, reserved open space or neighborhood common area, or an undeveloped flood hazard or drainage area that is also adjacent to a public street.
- F. Roofing materials of a structure may only consist of architectural asphalt shingles (including laminated dimensional shingles), clay and concrete tile, metal shingles, mineral-surfaced row roofing, slate and slate-type shingles, or an equivalent or better product as compared with said materials. Should architectural shingles be used as roofing material, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstance shall three-tab shingles be used as roofing material.
- G. Unit repetition:
 - i. Within the development, residence buildings with substantially identical exterior elevations can only repeat every three (3) units when fronting the same travel way including both sides of the travel way.
 - ii. Units side by side or across the travel way within one unit (directly across the travel way or “caddy corner” across the travel way) shall not have substantially identical exterior elevations.
- H. Roofs:
 - i. Except for porch roofs and shed roofs, pitched roofs shall have a minimum slope of 6" x 12" (six inches vertical rise for every 12 inches horizontal run) and shall have an overhang at least 1' (one foot) beyond the building wall; however, the overhang

shall not encroach into a setback more than one foot. Porch roofs and shed roofs must have a minimum pitch of 4" x 12".

- ii. Roofing materials in all residential districts may only consist of architectural asphalt shingles (including laminated dimensional shingles), clay and concrete tile, metal shingles, mineral-surfaced row roofing, slate and slate-type shingles, or better product as compared with said materials. Should architectural shingles be used as roofing material, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstance shall three-tab shingles be used as roofing material.
- I. Building articulation: At least four (4) facade articulation techniques are required on each unit to add architectural variety and interest to a building. The following features shall be acceptable techniques of exterior articulation.
- i. A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; brackets; keystones; dormers; louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet.).
 - ii. Balconies.
 - iii. Bay windows.
 - iv. Masonry chimney(s).
 - v. Double-entry door(s).
 - vi. Covered Entry(ies)
 - vii. The use of both stone and brick on the front elevations with a minimum of ten percent coverage of one of the elements.
 - viii. Front porch of at least 50 square feet.
 - ix. The installation of at least two (2) coach lights.
 - x. Other techniques for building articulation can be substituted if administratively approved by the administrative official.

J. Fenestration:

- i. Windowless exterior walls that face a travel way or other similar highly visible areas are prohibited. On two-story structures, windows are required on the first and second story facing a travel way.

- ii. Windows shall be in harmony with and proportionate to the rest of the structure.
- iii. The use of reflective glass on residential structures is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15% or greater.

SECTION 3. NOTICES.

Any and all notices required to be given by either of the parties hereto must be in writing and will be deemed delivered upon personal service, if hand-delivered, or when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To City: City Manager City of Anna
111 North Powell Parkway PO Box 776
Anna, Texas 75409

To Property Owner: Anna1340 Holdings, LLC
5900 S Lake Forest Drive
McKinney, TX 75070
Attn: Prithviraj Loganathan

SECTION 4. DEADLINES, MODIFICATIONS OR TERMINATION.

- A. This Agreement may only be modified and/or terminated as follows: (a) by mutual written agreement of the City and Owner or, after a Closing (as hereinafter defined), by a Subsequent Owner instead of Owner; and/or (b) unilaterally by City upon default of the Owner or Subsequent Owner. Notwithstanding the foregoing or any other provision of this Agreement, this Agreement shall terminate and be null and void if the City does not approve the Zoning Change on or before the 24th day of May 2022. The parties acknowledge and agree that the rezoning of the Property is a legislative act and that this Agreement does not bind the City Council to approve any proposed rezoning of the Property.
- B. Owner or any Subsequent Owner shall be obligated under this Agreement to timely meet the following deadlines:
 - 1. Within 120 days after City Council approval of the Zoning Change, Owner will have submitted a preliminary plat and tree preservation plan for the Property.
 - 2. Within 180 days after the City has approved the preliminary plat, Owner shall have submitted a site plan, landscaping plan, lighting plan, final plat (showing easements, fire lanes and utilities for the multiple-family residence development),

and civil plans.

3. A preconstruction meeting between Owner and City staff shall occur within 90 days of final approval of the civil plans.
 4. Site construction pursuant to final approved civil plans must commence within 120 days after the preconstruction meeting.
 5. Owner must submit plans and specifications for the buildings and other improvements not part of the civil plans (the "Building Plans") no later than 180 days after civil plans are approved by the City. After the last to occur of (a) approval of the Building Plans by the City of Anna, (b) completion of all construction pursuant to civil plans, (c) acceptance of all civil construction and public improvements by the City of Anna, and (d) recordation of the multiple-family residence development final replat, Owner must submit an application for a building permit within 60 days thereafter (including without limitation the payment of all fees due to the City as required to develop the Property).
 6. Recordation in the Official Records of Collin County, Texas of the multiple-family residence development final plat must occur within 180 days of commencement of site construction.
 7. Vertical construction pursuant to the Building Plans for approved structures must commence within 120 days after the later to occur of the recordation of the multiple-family residence final plat and obtaining a building permit.
- C. Not by way of limitation as to other material terms and conditions, the deadlines stated above are material terms and conditions of this Agreement and any failure to meet any of the deadlines above (each, a "Deadline Default") is a material default under this Agreement. In addition to all other remedies that the City may enforce under this Agreement or that is available to the City at law or in equity in the event of a Deadline Default, the City may in its sole discretion initiate and pursue a zoning case to change the zoning classification back to the Original Zoning Classification. In the event that the City initiates such a zoning case after a Deadline Default, the Owner shall not oppose the zoning case and shall be deemed to have fully and irrevocably released and waived any claim, cause of action, litigation or other challenge or proceeding to such zoning case on any legal basis or theory whatsoever.

SECTION 5. DEFAULT.

If Owner, its heirs, successors or assigns or any Subsequent Owner of the Property or any part thereof fails to comply with any of the material terms and conditions included in this Agreement (such defaulting owner referenced herein as "Defaulting Owner"), the City will have the following non-exclusive and cumulative remedies.

- A. Withholding of utilities or withholding or revocation of permits and other approvals required for development and use of the portion of the Property that is the subject of the default (but no other portions of the Property) including without limitation building permits and certificates of occupancy.
- B. The Defaulting Owner shall be liable to pay to the City the sum of \$2,000 for each failure to materially comply with the development standards set forth of this Agreement. The Defaulting Owner shall be liable to pay the City said \$2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. In the event of a breach that is not timely cured as set forth below, the sum of liquidated damages shall be calculated to include each and every day of the occurrence of the breach beginning on the date that the City first provided written notice of such breach under this paragraph and the City shall not be required to provide any subsequent written notices as to subsequent dates or times during which such breach is repeated or continues to occur
- C. The non-defaulting party will additionally have any and all remedies available to it at equity or in law.

Notwithstanding the foregoing, a Defaulting Owner shall not be liable for the remedies under this section unless there is a breach of 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 City provided in accordance with this Agreement describing said breach in reasonable detail (or, if the cure of the breach has diligently and continuously been undertaken but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect the cure, as determined by both Parties mutually and in good faith but in no event shall such additional period exceed 120 days unless agreed to in writing by the parties to this Agreement).

SECTION 6. BINDING ON SUCCESSORS, AGREEMENT RUNS WITH THE LAND.

This Agreement will be binding upon and inure to the benefit of the parties' respective successors, assigns and personal representatives. This Agreement runs with the land and is binding on all subsequent owners of the Property or any portions thereof. This section shall be construed liberally to ensure the Parties' intent that this Agreement shall be enforceable regardless of any change of ownership of or interest in the Property. Notwithstanding anything to the contrary in this Section 6 or elsewhere in this Agreement, if the Owner or a Subsequent Owner (the "Transferor") conveys, assigns, or transfers its entire interest in the Property or a part thereof (the "transferred Property") to a Subsequent Owner (the "Transferee") who assumes Transferor's obligations under this Agreement with respect to the transferred Property, the Transferor shall be automatically released from its obligations under this Agreement relating to the transferred Property subsequent to the date of transfer.

SECTION 7. INDEMNIFICATION AND HOLD HARMLESS.

THE OWNER OR ANY SUBSEQUENT OWNER OF THE PROPERTY IN THE EVENT OF A CLOSING (THE "INDEMNIFYING PARTY"), HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS"), ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE INDEMNIFYING PARTY, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ANY OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE INDEMNIFYING PARTY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR BY THE CITY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE INDEMNIFYING PARTY AND THE CITY, THE INDEMNIFYING PARTY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE INDEMNIFYING PARTY'S OWN PERCENTAGE OF RESPONSIBILITY. THE INDEMNIFYING PARTY FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND,

HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY AS OF THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON ANY OF THE INDEMNIFYING PARTIES' REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY. At no time shall the City have any control over or charge of the design, construction or installation of any of the improvements to the Property or related work or undertakings, nor the means, methods, techniques, sequences or procedures utilized for the design, construction or installation related to same. This Agreement does not create a joint enterprise or venture between the City and any of the Indemnified Parties. This section shall survive the termination of this Agreement.

SECTION 8. RECORDATION.

This document, including all Exhibits, may be recorded in the Official Records of Collin County, Texas.

SECTION 9. ENTIRE AGREEMENT.

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

SECTION 10. RECITALS AND EXHIBITS.

The recitals herein and exhibits attached hereto are hereby incorporated by reference.

SECTION 11. AUTHORITY.

Owner represents and warrants to the City that the Owner owns the Property and that this Agreement is binding and enforceable on the Property. Owner may sell the Property or a part thereof to a person or entity (the "Closing") prior to commencement of site construction on the property sold, and in such event the Subsequent Owner shall be required to acknowledge and assume all obligations, liabilities and indemnifications under this Agreement.

SECTION 12. INVALID PROVISIONS.

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

SECTION 13. ESTOPPEL.

On or before 45 days after receipt of a written request from an owner of the Property that desires to transfer its interest in the Property or borrow money secured by a mortgage or deed of trust against the Property or a prospective transferee of an owner's interest or an existing or prospective mortgagee, the City will execute and deliver an estoppel certificate stating that, to the best of the City's knowledge: (i) the transferring or borrowing owner is not in default under this Agreement; and (ii) this Agreement is in full force and effect and whether there are any amendments thereto.

SECTION 14. FORCE MAJEURE.

Whenever a period of time is prescribed in this Agreement for a Party (the "Acting Party") to take an action (other than a payment obligation), the Acting Party will not be liable or responsible for, and there will be excluded from the computation of any such time period, the period of time (the "Force Majeure Period") of delays caused by strikes, riots, acts of God, pandemic, enemy action, shortages of labor or materials, war, acts of terrorism, flood, fire, explosion, unavoidable casualty, or any other causes that are beyond the reasonable control of the Acting Party or any of its employees, agents, or contractors, but not any economic hardship, changes in market conditions, and insufficiency of funds ("Force Majeure"). However, a date will only be extended by a Force Majeure Period if the Acting Party gives notice to the other Party of the occurrence or commencement of the event that constitutes Force Majeure within ten days after the Acting Party knows of the existence or commencement of such event, and claims (in such notice) that such event constitutes Force Majeure. A Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

SECTION 15. EFFECTIVE DATE.

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

[signature page follows]

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 _____, 2022, 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

Anna1340 Holdings, LLC
5900 S Lake Forest Drive
McKinney, TX 75070

By: _____
Prithviraj Loganathan

IN WITNESS WHEREOF: STATE OF TEXAS COUNTY OF DALLAS

Before me, the undersigned notary public, on the _____ day of _____, 2022, appeared _____, 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/she executed the same in his/her capacity as property owner

Notary Public, State of Texas

**EXHIBIT “1”
PROPERTY DESCRIPTION**

DRAFT

EXHIBIT “2”
CONCEPT PLAN

DRAFT

Exhibit 1- Page 1 of 3

ZONING DESCRIPTION

ANNA 16, LLC

16.295 ACRES

BEING a 16.295 acre tract of land situated in the Z.F. Lester Survey, Abstract No. 546, City of Anna, Collin County, Texas, and being all of Tract 1 and Tract 2 of tracts of land conveyed to Anna 16, LLC by General Warranty Deed recorded in Instrument Number 20191218001612880, Official Public Records, Collin County, Texas, and being the same tracts of land filed in a Correction Instrument recorded in Instrument Number 210200206000172830, Official Public Records, Collin County, Texas; said 16.295 acre tract being more particularly described as follows:

BEGINNING at a point for corner at the northwest corner of said Tract 2 and being in County Road 1106 and being on the northeast right-of-way line of Dallas Area Rapid Transit;

THENCE South 88 degrees 22 minutes 44 seconds East along the north line of said Tract 2, passing at a distance of 27.33 feet, the northeast corner of said Tract 2 and the northwest corner of said Tract 1, continuing along the north line of said Tract 1, in all a total distance of 510.38 feet to a point for corner; said corner being a northeast corner of said Tract 1 and the northwest corner of a tract of land conveyed by a Special Warranty Deed to Adisa Hanic as recorded in Volume 6071, Page 432 of the Deed Records, Collin County, Texas;

THENCE South 04 degrees 41 minutes 14 seconds East along an easterly line of said Tract 1 and the west line of said Adisa Hanic tract, a distance of 243.55 feet to a point for corner; said corner being a reentrant corner of said Tract 1 and the southwest corner of said Adisa Hanic tract;

THENCE South 88 degrees 29 minutes 17 seconds East along a northerly line of said Tract 1 and the south line of said Adisa Hanic tract, a distance of 200.37 feet to a point for corner; said corner being an east corner of said Tract 1 and the southeast corner of said Adisa Hanic tract and being on the west line of Green Meadows Addition, an addition to the City of Anna as recorded in Cabinet 2021, Slide 98, Official Public Records, Collin County, Texas;

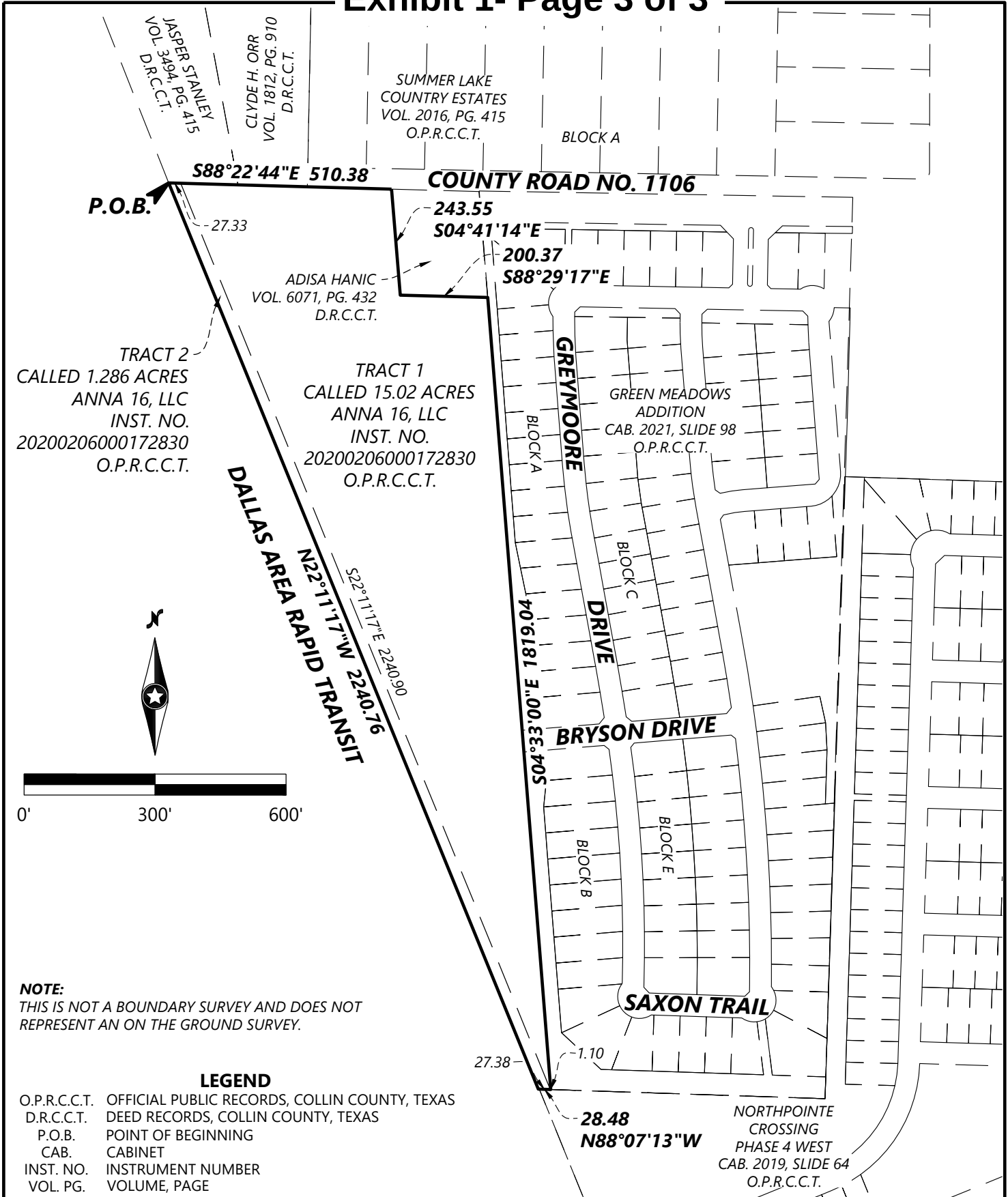
THENCE South 04 degrees 33 minutes 00 seconds East along the east line of said Tract 1 and the west line of said Green Meadows Addition, a distance of 1,819.04 feet to a point for corner; said corner being the southeast corner of said Tract 1, the southwest corner of said Green Meadows Addition and being on the north line of the Northpoine Crossing Phase 4 West, an addition to the City of Anna as recorded in Cabinet 2019, Slide 64, Official Public Records, Collin County, Texas;

Exhibit 1- Page 2 of 3

THENCE North 88 degrees 07 minutes 13 seconds West along the south line of said Tract 1, the north line of said Northpointe Crossing Phase 4 West, passing at a distance of 1.10 feet, the southwest corner of said Tract 1 and the southeast corner of said Tract 2, continuing along a north line of said Northpointe Crossing Phase 4 West, and the south line of said Tract 2, in all a total a distance of 28.48 feet to a point for corner; said corner being on the northeast right-of-way line of said Dallas Area Rapid Transit, a northwest corner of said Northpointe Crossing Phase 4 West and the southwest corner of said Tract 2;

THENCE North 22 degrees 11 minutes 17 seconds West along the northeast right-of-way line of said Dallas Area Rapid Transit and the southwest line of said Tract 2, a distance of 2,240.76 feet to the POINT-OF-BEGINNING, containing 709,822 square feet or 16.295 acres of land.

Bearings for this description cited are based on Grid North State Plane Coordinates of the Texas Coordinate System NAD83 (CORS96) Texas North Central Zone (4202), NAVD88.



15.02 ACRE TRACT AND 1.286 ACRE TRACT - ANNA, TEXAS - ZONING EXHIBIT

**BEING A 15.02 ACRE TRACT
AND A 1.286 ACRE TRACT
LOCATED IN THE Z.F. LESTER
SURVEY, ABSTRACT NO. 546,
COLLIN COUNTY, TEXAS**
ANNA, TEXAS

Westwood

Phone (214) 473-4640 2901 Dallas Parkway, Suite 400
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. 10074301

ZONING EXHIBIT

SHEET NUMBER:

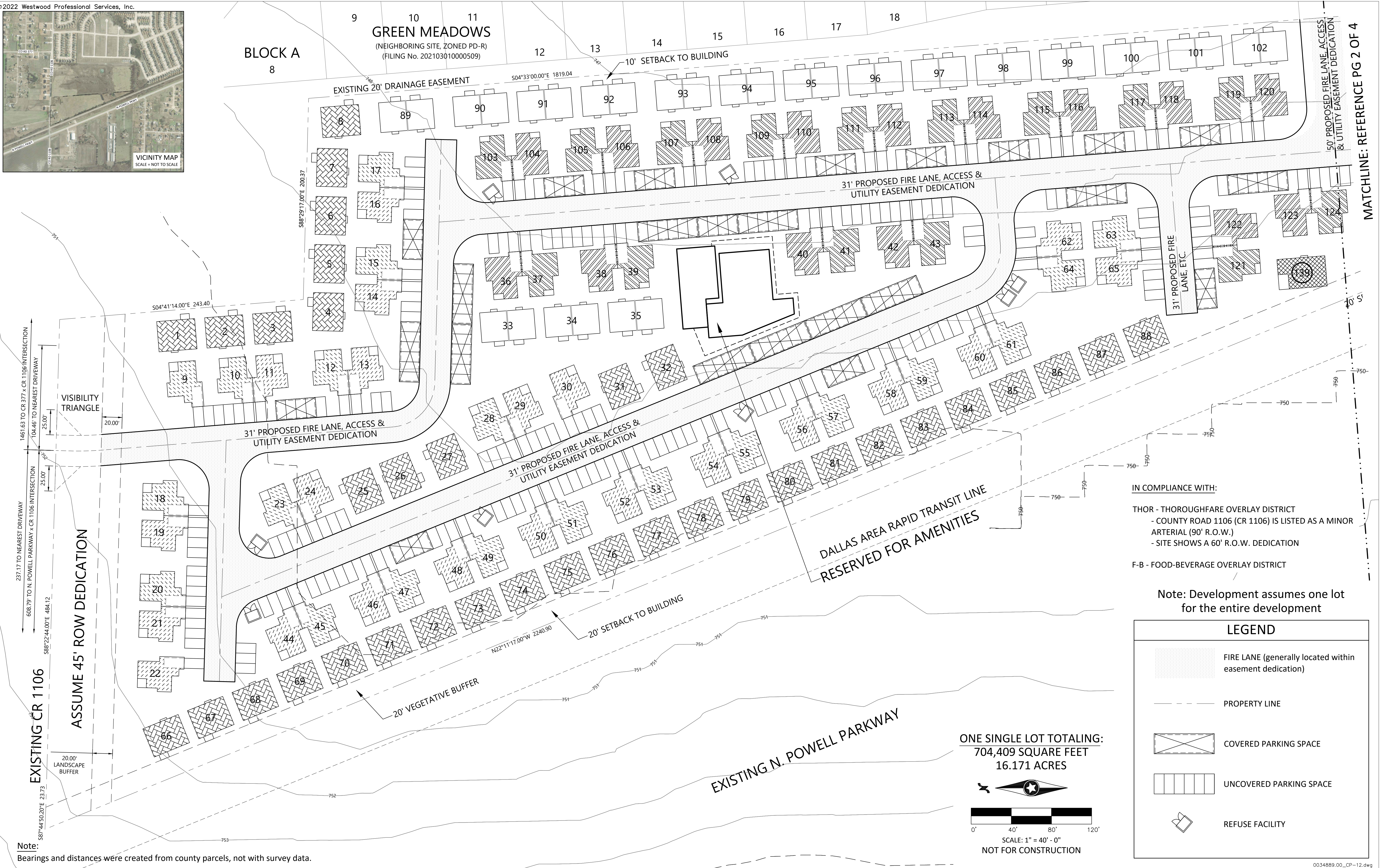
3 OF 3

DATE: 02/07/22

PROJECT NUMBER: 0034889.00



VICINITY MAP
SCALE = NOT TO SCALE



IN COMPLIANCE WITH:

THOR - THOROUGHFARE OVERLAY DISTRICT

- COUNTY ROAD 1106 (CR 1106) IS LISTED AS A MINOR ARTERIAL (90' R.O.W.)
- SITE SHOWS A 60' R.O.W. DEDICATION

F-B - FOOD-BEVERAGE OVERLAY DISTRICT

Note: Development assumes one lot for the entire development

LEGEND

FIRE LANE (generally located within easement dedication)

PROPERTY LINE

COVERED PARKING SPACE

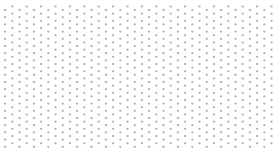
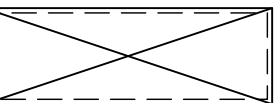
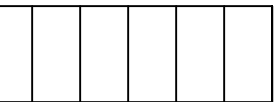
UNCOVERED PARKING SPACE

REFUSE FACILITY

Note:
Bearings and distances were created from county parcels, not with survey data.

SITE DATA SUMMARY TABLE		
GENERAL SITE DATA		
Zoning (from zoning map)		SF-E
Land Use (from zoning ordinance)		Undeveloped
Proposed Land Use		PD-MF-1
Lot Area (square feet & acres, includes dedication)		704,409 s.f. 16.171 acres
Building Footprint Area (square feet)		
- Product A (2 units per product/1 bedroom per unit)		1,620 s.f.
- Product B (1 unit per product/2 bedroom per unit)		1,140 s.f.
- Product C (1 unit per product/2 bedroom & garage)		1,200 s.f.
- Product D (1 unit per product/3 bedroom per unit)		1,200 s.f.
- Product E (1 unit per product/3 bedroom & garage)		1,300 s.f.
Total Building Footprint Area (square feet, within site; total product A + total product B)		178,880 s.f.
- Product A (2 units per product; 1,620 x 22 products)		35,640 s.f.
- Product B (1 unit per product; 1,140 x 36 products)		41,040 s.f.
- Product C (1 unit per product; 1,200 x 41 products)		49,200 s.f.
- Product D (1 unit per product; 1,200 x 3 products)		3,600 s.f.
- Product E (1 unit per product; 1,300 x 38 products)		49,400 s.f.
Building Height (feet - distance to tallest building element)		
- Product A		1 STORY
- Product B		2 STORY/26' MAX
- Product C		2 STORY/26' MAX
- Product D		2 STORY/26' MAX
- Product E		2 STORY/26' MAX
Lot Coverage (percent - X.XX%; 178,880 sf / 704,409)		25.4%
MULTIFAMILY UNITS		
# of 1 Bedrooms (A) Minimum unit size		44 units 810 s.f.
# of 2 Bedrooms (B) Minimum unit size		36 units 1,140 s.f.
# of 2 Bedrooms (C) Minimum unit size		41 units 1,200 s.f.
# of 3 Bedrooms (D) Minimum unit size		3 units 1,200 s.f.
# of 3 Bedrooms (E) Minimum unit size		38 units 1,300 s.f.
Total Unit Count		162 units
% of 1 Bedrooms		27%
% of 2 Bedrooms		48%
% of 3 Bedrooms		25%

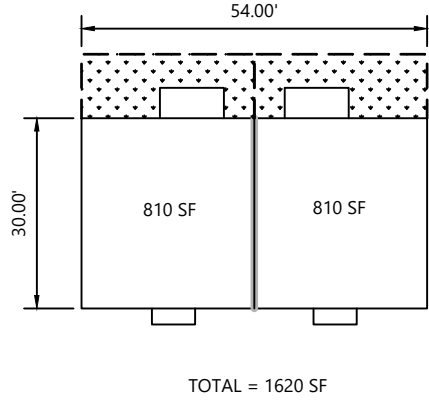
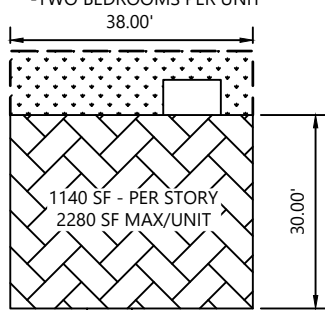
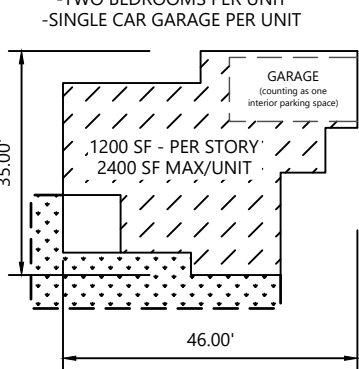
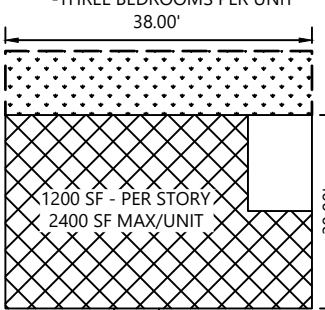
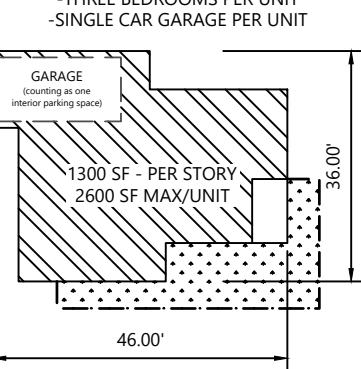
Note: Development assumes one lot for the entire development

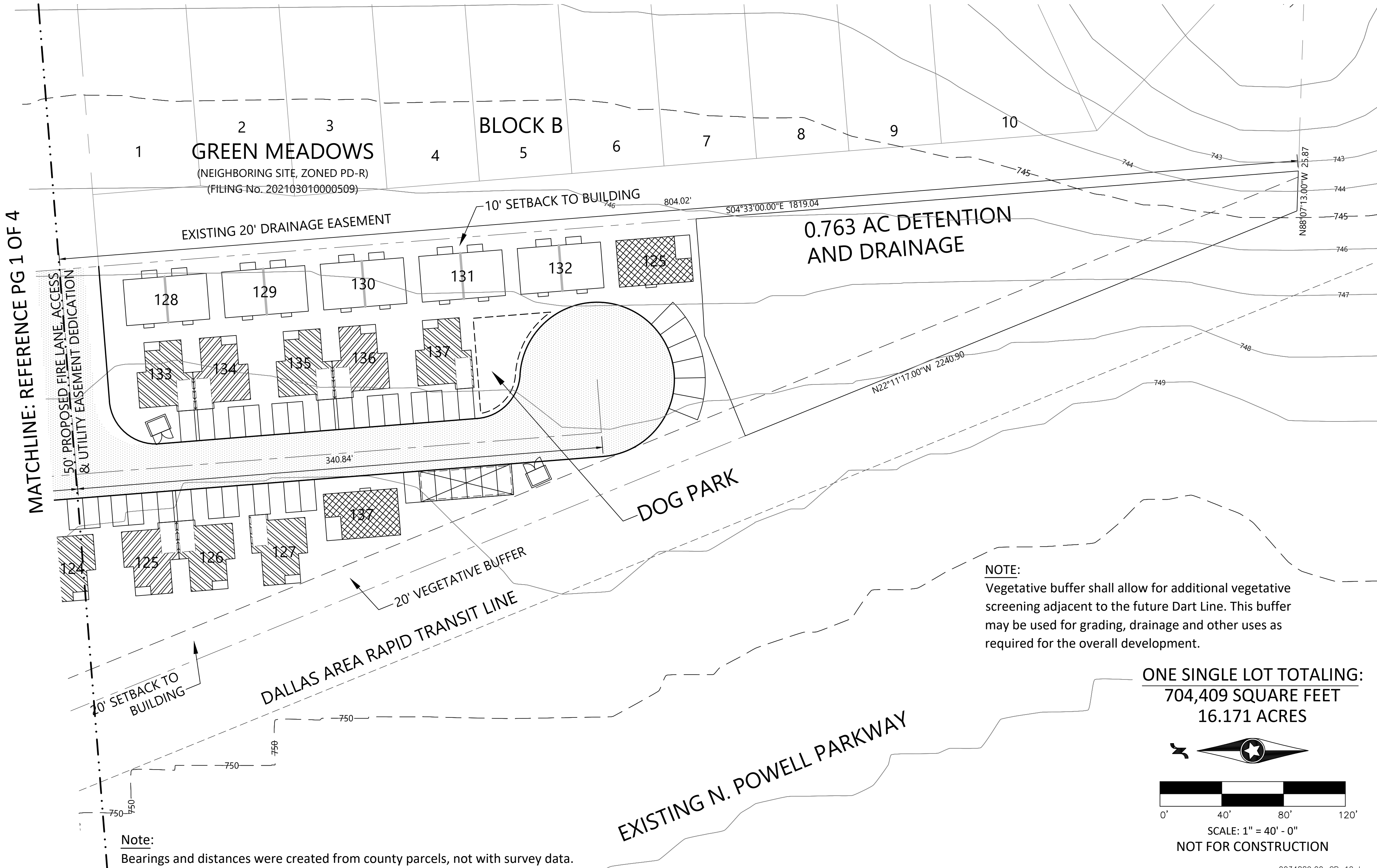
LEGEND	
	FIRE LANE (generally located within easement dedication)
	PROPERTY LINE
	COVERED PARKING SPACE
	UNCOVERED PARKING SPACE
	REFUSE FACILITY

PARKING		
Required Parking (1 parking space per one-bedroom dwelling unit, 2 parking spaces per two-bedroom dwelling unit & 3 parking spaces per three-bedroom dwelling unit) 44 + (77 x 2) + (41 x 3)		321 spaces
Required Visitor Parking (25% visitor parking) 321 x 0.25		81 spaces
Total Required Parking (required parking plus required visitor parking; 321 + 81)		402 spaces
Required Covered Parking (50% of parking must be covered; 403 x 0.5) (79 garage spaces & 123 covered spaces)		201 spaces
Total Provided Parking		409 spaces
Total Pavement Area		178,599 s.f.

PER PRODUCT OPEN SPACE			
REQUIRED			
Type	Requirement	Unit Count	Total
1 Bedroom (A)	600 s.f.	44	26,400 s.f.
2 Bedroom (B)	900 s.f.	36	32,400 s.f.
2 Bedroom (C)	900 s.f.	41	36,900 s.f.
3 Bedroom (D)	1,200 s.f.	3	3,600 s.f.
3 Bedroom (E)	1,200 s.f.	38	45,600 s.f.
Total Required			144,900 s.f.
PROVIDED			
Total Open Space Provided Across Tract			168,945 s.f.

REFUSE FACILITY		
GENERAL SITE DATA		
Maximum Distance (every dwelling unit shall be located within 250 feet of a refuse facility)		250 feet
Size of each container (in cubic yards)		6 c.y.
Quantity (minimum of 1 container per 30 dwelling units)		10

BUILDING TYPE				
SCALE 1" = 30'-0"				
A PRODUCT - TWO UNITS; 1 STORY - ONE BEDROOM PER UNIT 	B PRODUCT - ONE UNIT; UP TO 2 STORY - TWO BEDROOMS PER UNIT 	C PRODUCT - ONE UNIT; UP TO 2 STORY - TWO BEDROOMS PER UNIT - SINGLE CAR GARAGE PER UNIT 	D PRODUCT - ONE UNIT; UP TO 2 STORY - THREE BEDROOMS PER UNIT 	E PRODUCT - ONE UNIT; UP TO 2 STORY - THREE BEDROOMS PER UNIT - SINGLE CAR GARAGE PER UNIT 
OPEN SPACE Typical adjacent open space per product (individual open space may vary)				
FENCE Typical fence-line per product (individual fence-line's may vary)				





Item No. 7.I.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 16.2± acres located on the south side of County Road 1106, 175± feet east of State Highway 5 from SF-E Single-Family Residential – Large Lot to Planned Development-MF-1 Multiple-Family Residential Medium Density with modified development standards. (Director of Development Services Ross Altobelli)

SUMMARY:

Request to rezone 16.2± acres located on the south side of County Road 1106, 175± feet east of State Highway 5. The proposed zoning will be Planned Development-MF-1 Multiple-Family Residential Medium Density.

REMARKS:

The applicant is proposing multiple-family zoning and design standards that would allow for a development layout that consists of one and two-story buildings, maximum height of 26 feet, with one and two-bedroom units on one lot.

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

A concept plan (Exhibit A) and open space exhibit (Exhibit B) for District Community, accompanies this request.

Surrounding Land Uses and Zoning

North City of Van Alstyne - vacant tract and single-family residence

East Single-family development (Green Meadows) zoned Planned Development- SF-72 Single-Family Residence District.

South Single-family development (NorthPointe Crossing) zoned Planned Development – SF-60 Single-Family Residence District.

West Dallas Area Rapid Transit rail line.

Proposed Planned Development Stipulations

The requested zoning is PD-MF-1. This Planned Development is to allow for a medium-density, multiple-family residence. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to rezone the subject property to allow for multiple-family residences on one lot.

Design Standards - The language in the proposed PD district would allow for modified development standards associated with the multiple-family residence development.

Height and area regulations – Sec. 9.04.019 (MF-1 zoning regulations) of the Zoning Ordinance contains a provision regarding the setback for buildings that exceed one-story in height.

The height of any multifamily building sited on a lot adjacent to an area zoned for single-family dwellings or where single-family dwellings of one story in height exist shall be limited to one story for a distance of 60 feet from the single-family district boundary or the lot on which the single-family dwelling is located.

☐ The applicant is requesting to waive the 60-foot setback for two-story buildings adjacent to existing single-family and include a planned development standard limiting structures to a maximum height of 26 feet.

Parking - Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance requires a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

☐ The applicant is proposing to reduce the required parking for one-bedroom units from two (2) spaces per unit to one (1) space per unit.

☐ The applicant is requesting to reduce the required covered parking 75% to 50%.

Screening fence – Sec. 9.04.019 (MF-1 zoning regulations) of the Zoning Ordinance requires border fencing of masonry construction no less than eight feet in height be installed along the property line on any perimeter not abutting a public street-right-of-way. This fence shall be maintained throughout the existence of the multifamily complex by the owner of the complex.

☐ The applicant is requesting to install the six-foot board on board wood fencing.

Attached (Exhibit C) are the applications justifications associated with the requested

modified development standards.

Conformance with the Anna2050 Comprehensive Plan

Future Land Use Plan

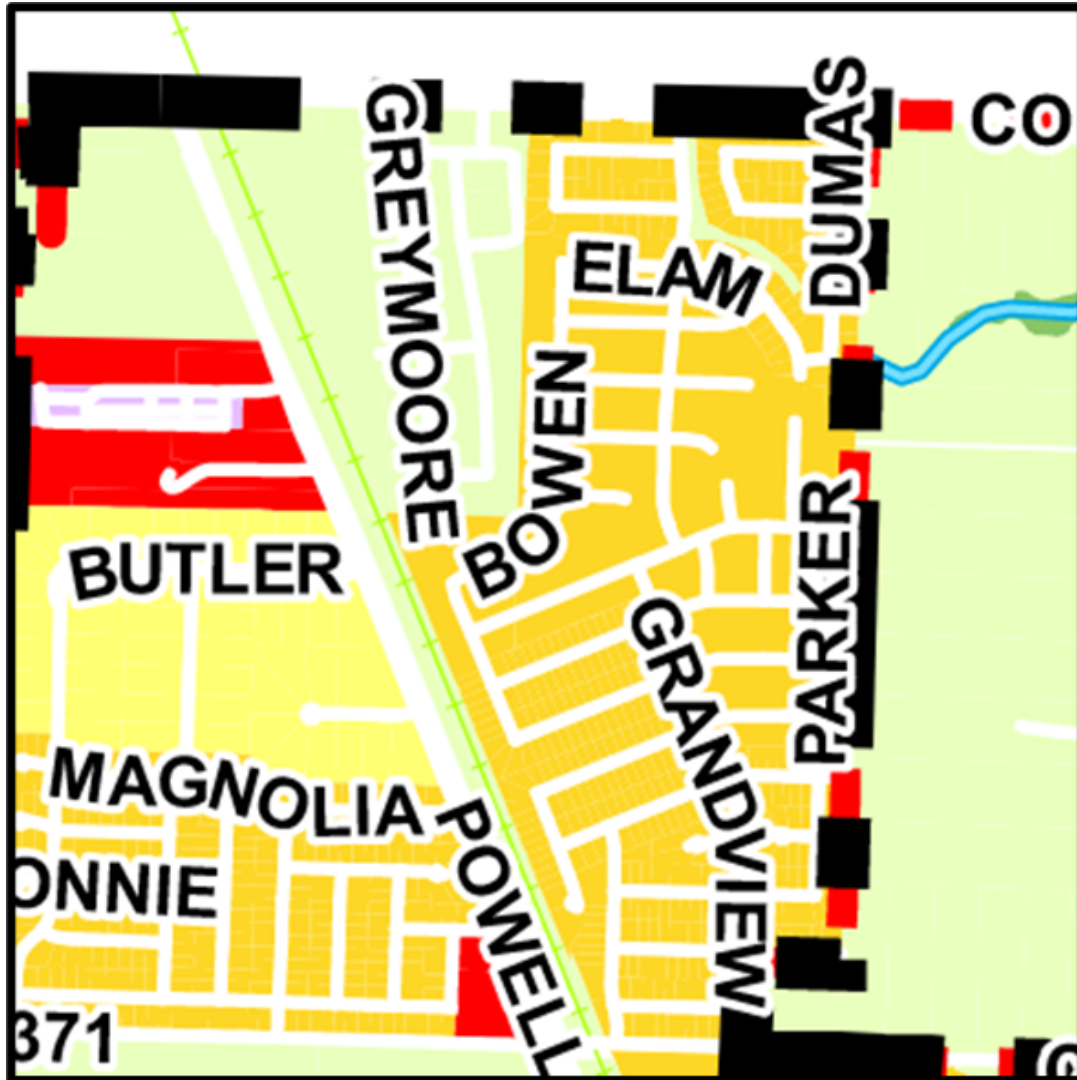
The Future Land Use Plan designates this property as Ranching & Agriculture (RA).

Character & Intent *Agricultural areas are characterized by very large tracts of undeveloped land utilized for agricultural production, wildlife management or ranching, including the raising of livestock. There are opportunities for additional uses that support the character and economic viability of agriculture.*

Land Use Considerations

Primary Land Use - *Farming, ranching and wildlife management*

Secondary Land Use - *Single-family detached homes and supporting structures, agriculture related tourism, local food production and distributed energy generation. Cluster Residential may be permitted within a larger Ranching and Agriculture property if an amount of open space equal to the platted lots is preserved and water and wastewater requirements can be met.*



The Anna 2050 Future Land Use Plan identifies areas that require significant infrastructure improvements as Ranching & Agricultural but could develop as Cluster Residential if the amount of open space equals that of the platted lots (50% open space).

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

The Planning and Zoning Commission recommended approval.

ATTACHMENTS:

1. District Community Locator Map
2. Ordinance - 3 bedroom - District Community (PD-MF-1)
3. Exhibit 1 - Ord. (Metes and Bounds Legal Description)
4. Exhibit 2 - Ord. (3 bedroom - CP, District Community)
5. Exhibit 3 - Ord. (3 bedroom - Open Space, District Community)
6. PZ - STAFF REPORT (Zoning) -District Community - 5-2-22
7. Exhibit A - Staff Report (CP - District Community)
8. Exhibit B - Staff Report (Open Space Exhibit - District Community)
9. Exhibit C - Staff Report (PD stipulations & Justifications - District Community)

APPROVALS:

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

Created/Initiated - 5/19/2022
Final Approval - 5/19/2022

Zoning - District Community

COUNTY ROAD 373

N STATE
HIGHWAY 5

COUNTY ROAD 377

COUNTY ROAD 1106

ABERDEEN
DR

GREEN
MEADOWS DR

BENTLEY TRL

BELFORD
STREET, NORTH

BELFORD
STREET, SOUTH

AXTON AVE

WYNDSOR
TRL

ELAM DR

FOSTER LN

BRYSON DR

BENT CREEK DR

GARRETT ST

GARRETT
CT

HARVEY ST HARVEY CT

SAXON
TRL

BUTLER ST

N POWELL PKWY

BOWE

KYLE ST

THOUSAND
OAKS DR

ASHLEY LN

THE CITY OF
Anna

N

0 200 400 800 Feet

March 2022

 Subject Property

 City Limits

 200' Notice Boundary

 ETJ

CITY OF ANNA, TEXAS
(Property zoned under this ordinance is generally located on the south side of County Road 1106, 175± feet east of State Highway 5.)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

WHEREAS, the City has received a requested zoning amendment from Anna 1340 Holdings, LLC on Property described in Exhibit 1 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located on the south side of County Road 1106, 175± feet east of State Highway 5; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. Recitals Incorporated

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

Section 2. Zoning Change

The Anna City Code of Ordinances (the "Anna Code") are hereby amended by amending the zoning of the Property described in Exhibit 1 and as depicted in the Concept Plan on the attached Exhibit 2.

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of a high-quality Multiple-Family Residences project.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City's Zoning Ordinance shall apply.

3. Development Standards.

Development of the Property shall comply with the City of Anna Zoning Ordinance utilizing "MF-1" Multiple-Family Residential – Medium Density base zoning with the concept plan and variances listed below.

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit 2) and Open Space Plan (Exhibit 3).
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-1 Multiple-Family Residential - Medium Density (MF-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.

A. Maximum Height (feet): 26

B. Side Yard, Interior:

- i. Along the eastern property boundaries buildings shall be set back a minimum of 10 feet.
- ii. Along the western property boundary buildings shall be setback a minimum of 20 feet.

C. Parking:

- i. One-bedroom: One (1) space per unit;
- ii. Two- bedroom: Two (2) spaces per unit;
- iii. Three-bedroom: Three (3) spaces per unit;
- iv. Covered Parking: 50% of the residence required parking must be covered; and
- v. Visitor Parking: 0.25 per unit.

D. Fencing:

- i. Screening Fence: Screening and fencing on any perimeter not abutting a public right-of-way shall consist of a 6-foot board on board wood fencing.
 - ii. Yard fencing: With the exception of units that directly back or side to the perimeter of the zoning district, any internal fencing must be ornamental metal fencing, such as wrought iron or tubular steel.
- E. Buffer: To preserve the natural tree line, provide transition between different types of land uses, and to reduce noise, air, and visual pollutions the following shall be required.
 - i. 20-foot-wide vegetative buffer shall be provided along the entire western property boundary adjacent to the Dallas Area Rapid Transit rail line. The natural tree line shall be preserved as a buffer and in areas where no trees exist, trees with a 3" minimum caliber shall be planted staggered at 25-foot centers. The 20-foot vegetative buffer can count toward the required 20-foot building setback from the property line.
- 3. To prohibit indiscriminate clear cutting the applicant has agreed to preserve the existing tree line located along the western property boundary of the zoning requires. The existing tree line shall be located within a 20' tree preservation easement as identified on the Concept Plan (Exhibit B) and designated as a non-disturbance area in which no construction or tree removal will occur. Removal of any trees in these areas are subject to restriction under Sec.9.07.003 (Permit required; exceptions) of Article 9.07 (Tree Preservation) within the City of Anna Code of Ordinances.
- 4. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Concept Plan. Non-substantial changes of detail on the final development plan(s) that differ from the Concept Plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.
- 5. The Concept Plan will expire after two (2) years of approval.

Section 3. **Official Zoning Map**

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. **Savings, Repealing and Severability Clauses**

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs,

subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

Section 5. Penalty

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

Section 6. Publication of the Caption and Effective Date

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

PASSED by the City Council of the City of Anna, Texas this 24th day of May 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

Exhibit 1- Page 1 of 3

ZONING DESCRIPTION

ANNA 16, LLC

16.295 ACRES

BEING a 16.295 acre tract of land situated in the Z.F. Lester Survey, Abstract No. 546, City of Anna, Collin County, Texas, and being all of Tract 1 and Tract 2 of tracts of land conveyed to Anna 16, LLC by General Warranty Deed recorded in Instrument Number 20191218001612880, Official Public Records, Collin County, Texas, and being the same tracts of land filed in a Correction Instrument recorded in Instrument Number 210200206000172830, Official Public Records, Collin County, Texas; said 16.295 acre tract being more particularly described as follows:

BEGINNING at a point for corner at the northwest corner of said Tract 2 and being in County Road 1106 and being on the northeast right-of-way line of Dallas Area Rapid Transit;

THENCE South 88 degrees 22 minutes 44 seconds East along the north line of said Tract 2, passing at a distance of 27.33 feet, the northeast corner of said Tract 2 and the northwest corner of said Tract 1, continuing along the north line of said Tract 1, in all a total distance of 510.38 feet to a point for corner; said corner being a northeast corner of said Tract 1 and the northwest corner of a tract of land conveyed by a Special Warranty Deed to Adisa Hanic as recorded in Volume 6071, Page 432 of the Deed Records, Collin County, Texas;

THENCE South 04 degrees 41 minutes 14 seconds East along an easterly line of said Tract 1 and the west line of said Adisa Hanic tract, a distance of 243.55 feet to a point for corner; said corner being a reentrant corner of said Tract 1 and the southwest corner of said Adisa Hanic tract;

THENCE South 88 degrees 29 minutes 17 seconds East along a northerly line of said Tract 1 and the south line of said Adisa Hanic tract, a distance of 200.37 feet to a point for corner; said corner being an east corner of said Tract 1 and the southeast corner of said Adisa Hanic tract and being on the west line of Green Meadows Addition, an addition to the City of Anna as recorded in Cabinet 2021, Slide 98, Official Public Records, Collin County, Texas;

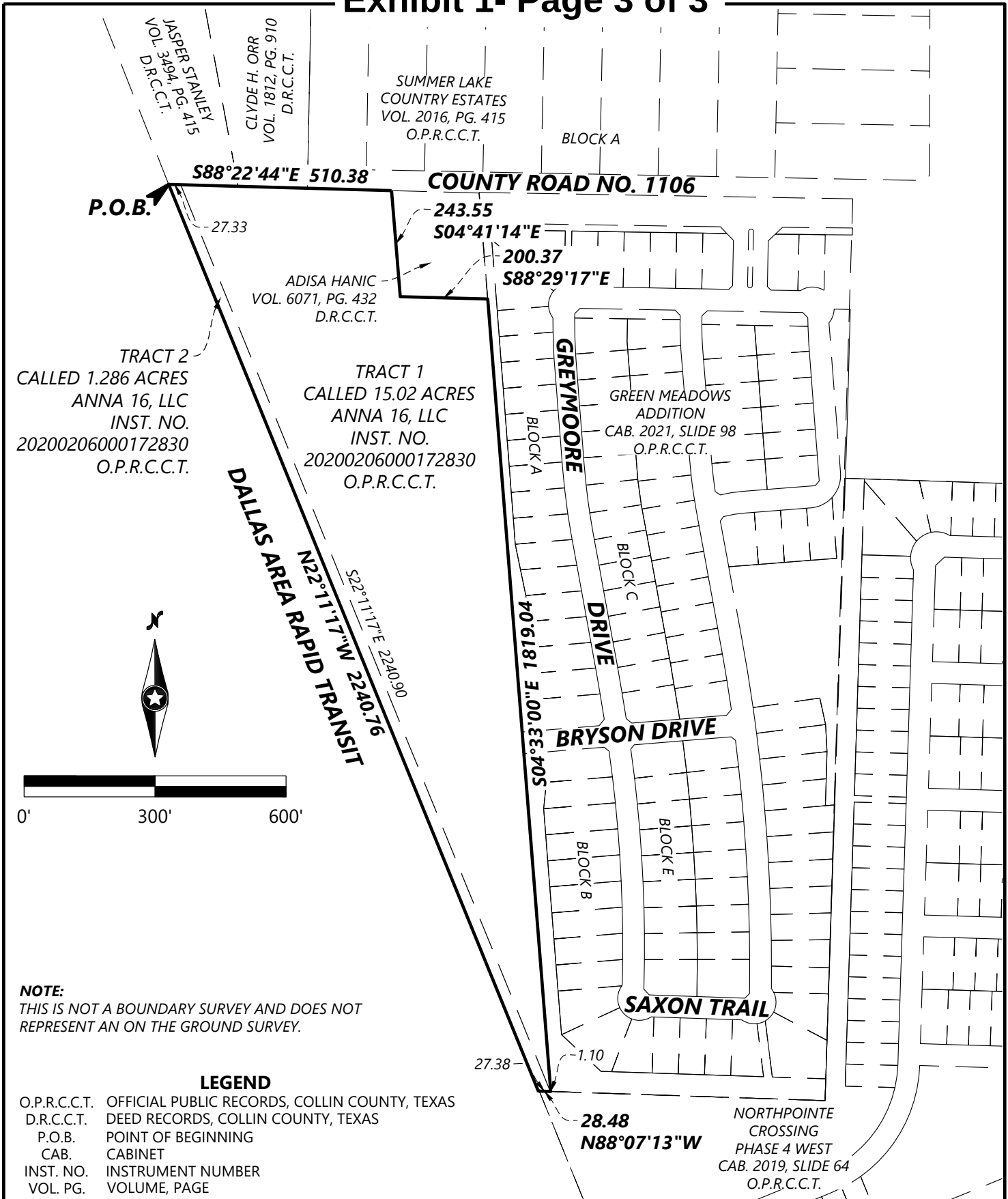
THENCE South 04 degrees 33 minutes 00 seconds East along the east line of said Tract 1 and the west line of said Green Meadows Addition, a distance of 1,819.04 feet to a point for corner; said corner being the southeast corner of said Tract 1, the southwest corner of said Green Meadows Addition and being on the north line of the Northpoine Crossing Phase 4 West, an addition to the City of Anna as recorded in Cabinet 2019, Slide 64, Official Public Records, Collin County, Texas;

Exhibit 1- Page 2 of 3

THENCE North 88 degrees 07 minutes 13 seconds West along the south line of said Tract 1, the north line of said Northpointe Crossing Phase 4 West, passing at a distance of 1.10 feet, the southwest corner of said Tract 1 and the southeast corner of said Tract 2, continuing along a north line of said Northpointe Crossing Phase 4 West, and the south line of said Tract 2, in all a total a distance of 28.48 feet to a point for corner; said corner being on the northeast right-of-way line of said Dallas Area Rapid Transit, a northwest corner of said Northpointe Crossing Phase 4 West and the southwest corner of said Tract 2;

THENCE North 22 degrees 11 minutes 17 seconds West along the northeast right-of-way line of said Dallas Area Rapid Transit and the southwest line of said Tract 2, a distance of 2,240.76 feet to the POINT-OF-BEGINNING, containing 709,822 square feet or 16.295 acres of land.

Bearings for this description cited are based on Grid North State Plane Coordinates of the Texas Coordinate System NAD83 (CORS96) Texas North Central Zone (4202), NAVD88.



15.02 ACRE TRACT AND 1.286 ACRE TRACT - ANNA, TEXAS - ZONING EXHIBIT

**BEING A 15.02 ACRE TRACT
AND A 1.286 ACRE TRACT
LOCATED IN THE Z.F. LESTER
SURVEY, ABSTRACT NO. 546,
COLLIN COUNTY, TEXAS**
ANNA, TEXAS

Westwood

Phone (214) 473-4640 2901 Dallas Parkway, Suite 400
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. 10074301

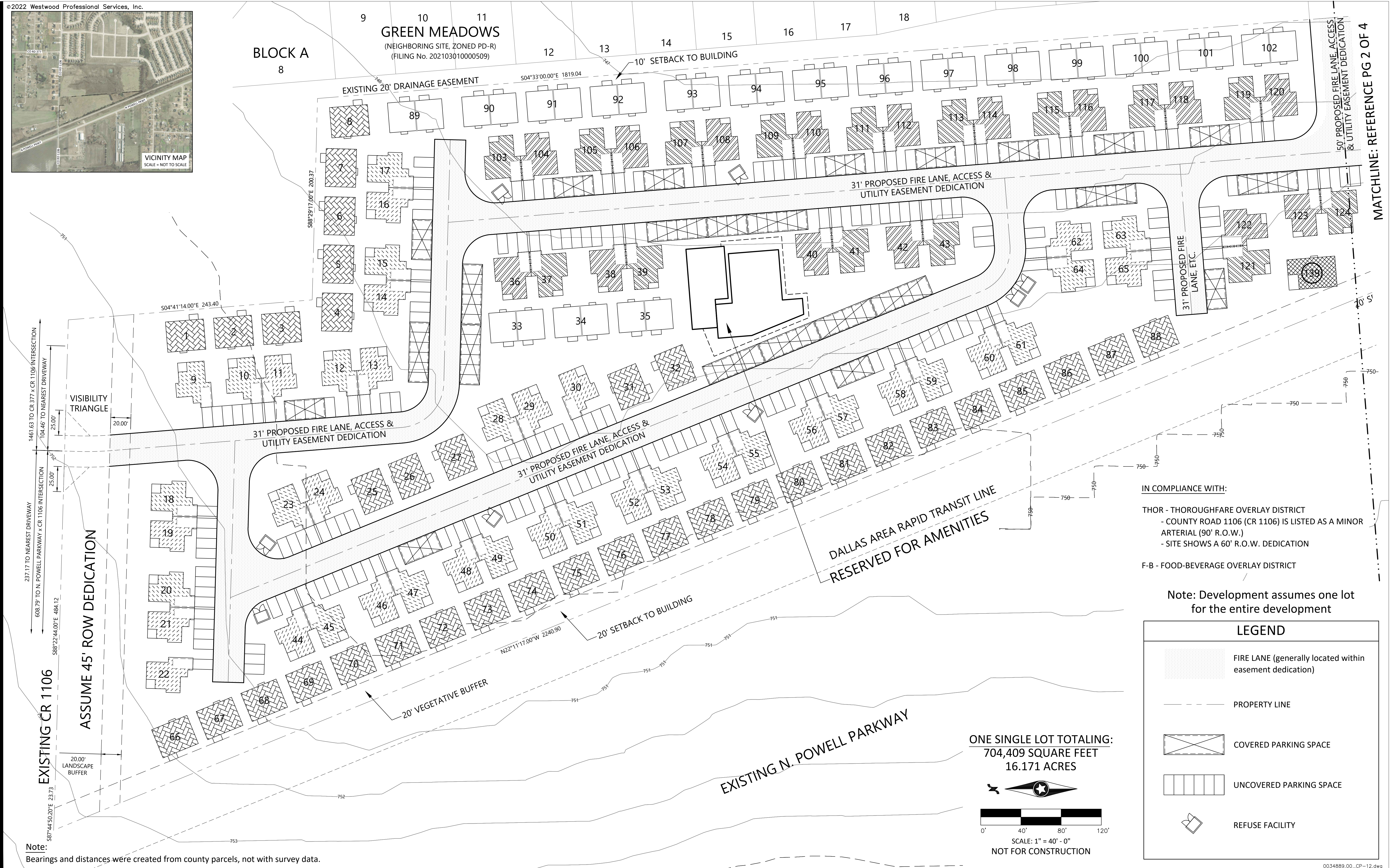
ZONING EXHIBIT

SHEET NUMBER:

3 OF 3

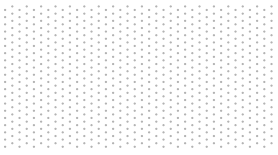
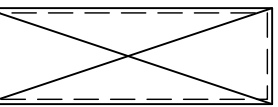
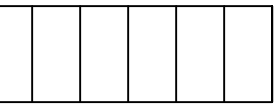
DATE: 02/07/22

PROJECT NUMBER: 0034889.00



SITE DATA SUMMARY TABLE		
GENERAL SITE DATA		
Zoning (from zoning map)		SF-E
Land Use (from zoning ordinance)		Undeveloped
Proposed Land Use		PD-MF-1
Lot Area (square feet & acres, includes dedication)		704,409 s.f. 16.171 acres
Building Footprint Area (square feet)		
- Product A (2 units per product/1 bedroom per unit)		1,620 s.f.
- Product B (1 unit per product/2 bedroom per unit)		1,140 s.f.
- Product C (1 unit per product/2 bedroom & garage)		1,200 s.f.
- Product D (1 unit per product/3 bedroom per unit)		1,200 s.f.
- Product E (1 unit per product/3 bedroom & garage)		1,300 s.f.
Total Building Footprint Area (square feet, within site; total product A + total product B)		178,880 s.f.
- Product A (2 units per product; 1,620 x 22 products)		35,640 s.f.
- Product B (1 unit per product; 1,140 x 36 products)		41,040 s.f.
- Product C (1 unit per product; 1,200 x 41 products)		49,200 s.f.
- Product D (1 unit per product; 1,200 x 3 products)		3,600 s.f.
- Product E (1 unit per product; 1,300 x 38 products)		49,400 s.f.
Building Height (feet - distance to tallest building element)		
- Product A		1 STORY
- Product B		2 STORY/26' MAX
- Product C		2 STORY/26' MAX
- Product D		2 STORY/26' MAX
- Product E		2 STORY/26' MAX
Lot Coverage (percent - X.XX%; 178,880 sf / 704,409)		25.4%
MULTIFAMILY UNITS		
# of 1 Bedrooms (A) Minimum unit size		44 units 810 s.f.
# of 2 Bedrooms (B) Minimum unit size		36 units 1,140 s.f.
# of 2 Bedrooms (C) Minimum unit size		41 units 1,200 s.f.
# of 3 Bedrooms (D) Minimum unit size		3 units 1,200 s.f.
# of 3 Bedrooms (E) Minimum unit size		38 units 1,300 s.f.
Total Unit Count		162 units
% of 1 Bedrooms		27%
% of 2 Bedrooms		48%
% of 3 Bedrooms		25%

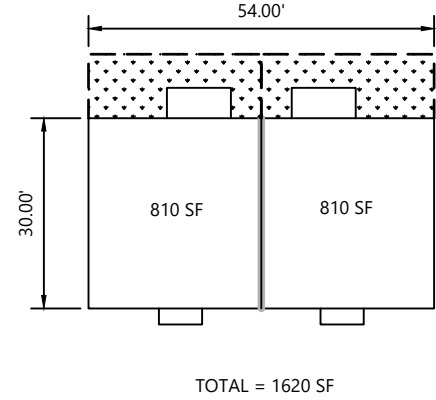
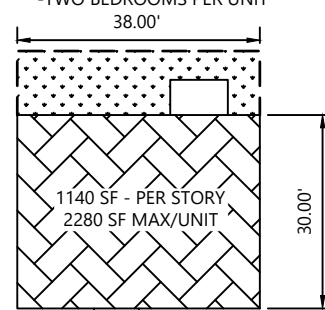
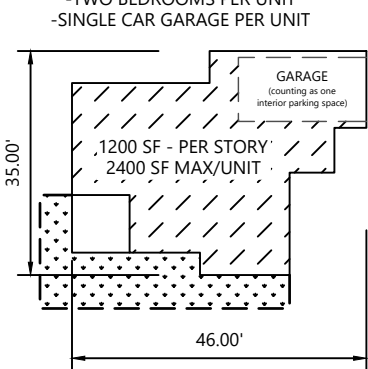
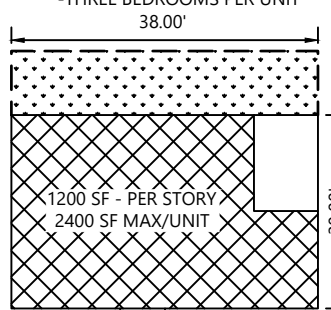
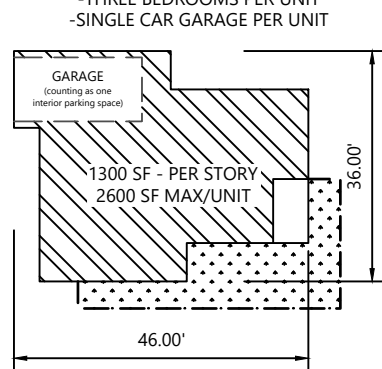
Note: Development assumes one lot for the entire development

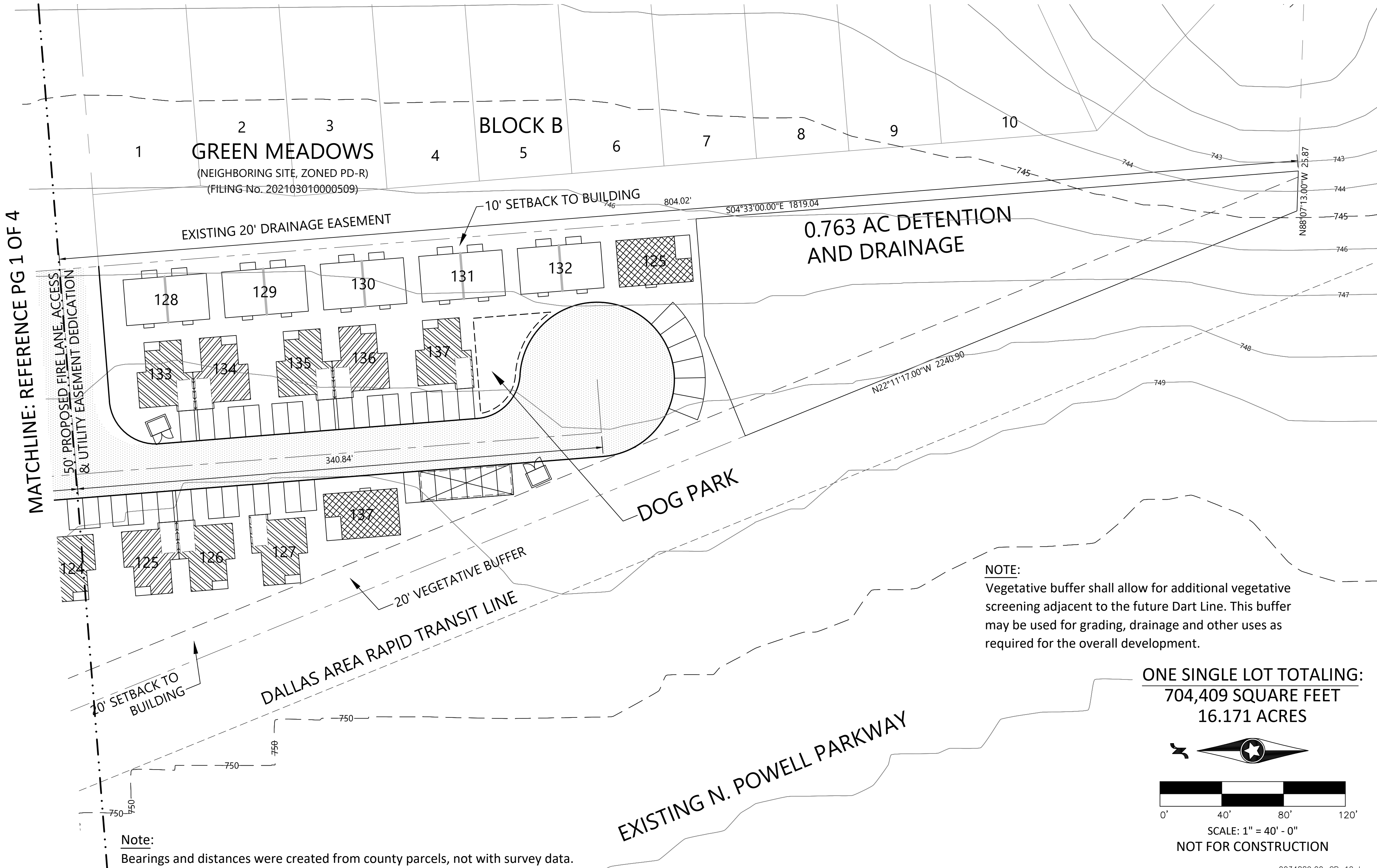
LEGEND	
	FIRE LANE (generally located within easement dedication)
	PROPERTY LINE
	COVERED PARKING SPACE
	UNCOVERED PARKING SPACE
	REFUSE FACILITY

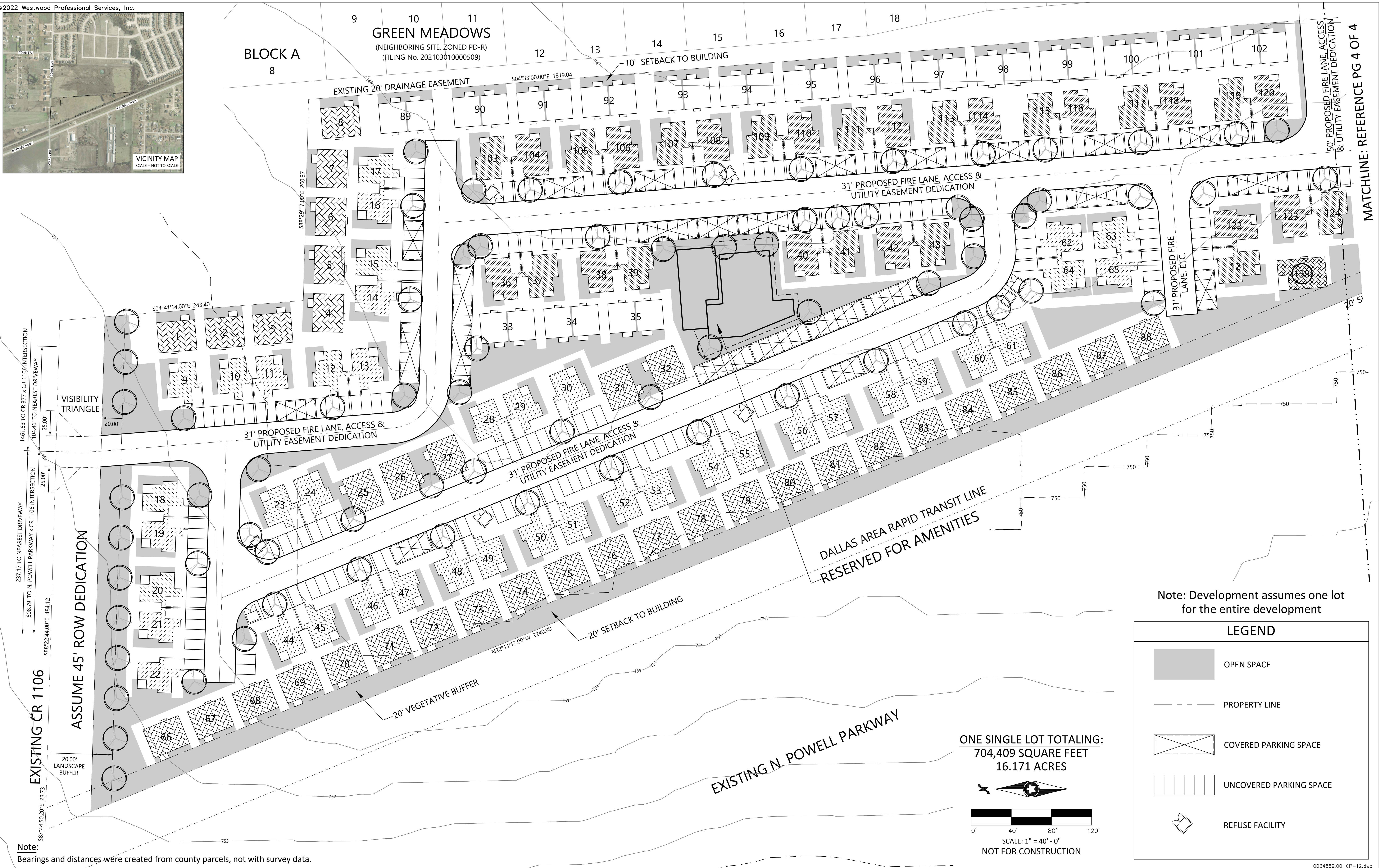
PARKING		
Required Parking (1 parking space per one-bedroom dwelling unit, 2 parking spaces per two-bedroom dwelling unit & 3 parking spaces per three-bedroom dwelling unit) 44 + (77 x 2) + (41 x 3)		321 spaces
Required Visitor Parking (25% visitor parking) 321 x 0.25		81 spaces
Total Required Parking (required parking plus required visitor parking; 321 + 81)		402 spaces
Required Covered Parking (50% of parking must be covered; 403 x 0.5) (79 garage spaces & 123 covered spaces)		201 spaces
Total Provided Parking		409 spaces
Total Pavement Area		178,599 s.f.

PER PRODUCT OPEN SPACE			
REQUIRED			
Type	Requirement	Unit Count	Total
1 Bedroom (A)	600 s.f.	44	26,400 s.f.
2 Bedroom (B)	900 s.f.	36	32,400 s.f.
2 Bedroom (C)	900 s.f.	41	36,900 s.f.
3 Bedroom (D)	1,200 s.f.	3	3,600 s.f.
3 Bedroom (E)	1,200 s.f.	38	45,600 s.f.
Total Required			144,900 s.f.
PROVIDED			
Total Open Space Provided Across Tract			168,945 s.f.

REFUSE FACILITY		
GENERAL SITE DATA		
Maximum Distance (every dwelling unit shall be located within 250 feet of a refuse facility)		250 feet
Size of each container (in cubic yards)		6 c.y.
Quantity (minimum of 1 container per 30 dwelling units)		10

BUILDING TYPE				
SCALE 1" = 30'-0"				
A PRODUCT - TWO UNITS; 1 STORY - ONE BEDROOM PER UNIT 	B PRODUCT - ONE UNIT; UP TO 2 STORY - TWO BEDROOMS PER UNIT 	C PRODUCT - ONE UNIT; UP TO 2 STORY - TWO BEDROOMS PER UNIT - SINGLE CAR GARAGE PER UNIT 	D PRODUCT - ONE UNIT; UP TO 2 STORY - THREE BEDROOMS PER UNIT 	E PRODUCT - ONE UNIT; UP TO 2 STORY - THREE BEDROOMS PER UNIT - SINGLE CAR GARAGE PER UNIT 
TOTAL = 1620 SF				
OPEN SPACE Typical adjacent open space per product (individual open space may vary)				
FENCE Typical fence-line per product (individual fence-line's may vary)				





SUMMARY:

Original tract lot acreage

- 704,409 square feet
- 16.171 acres

Tract area minus CR 1106 r.o.w. dedication

- 674,568 square feet
- 15.66 acres

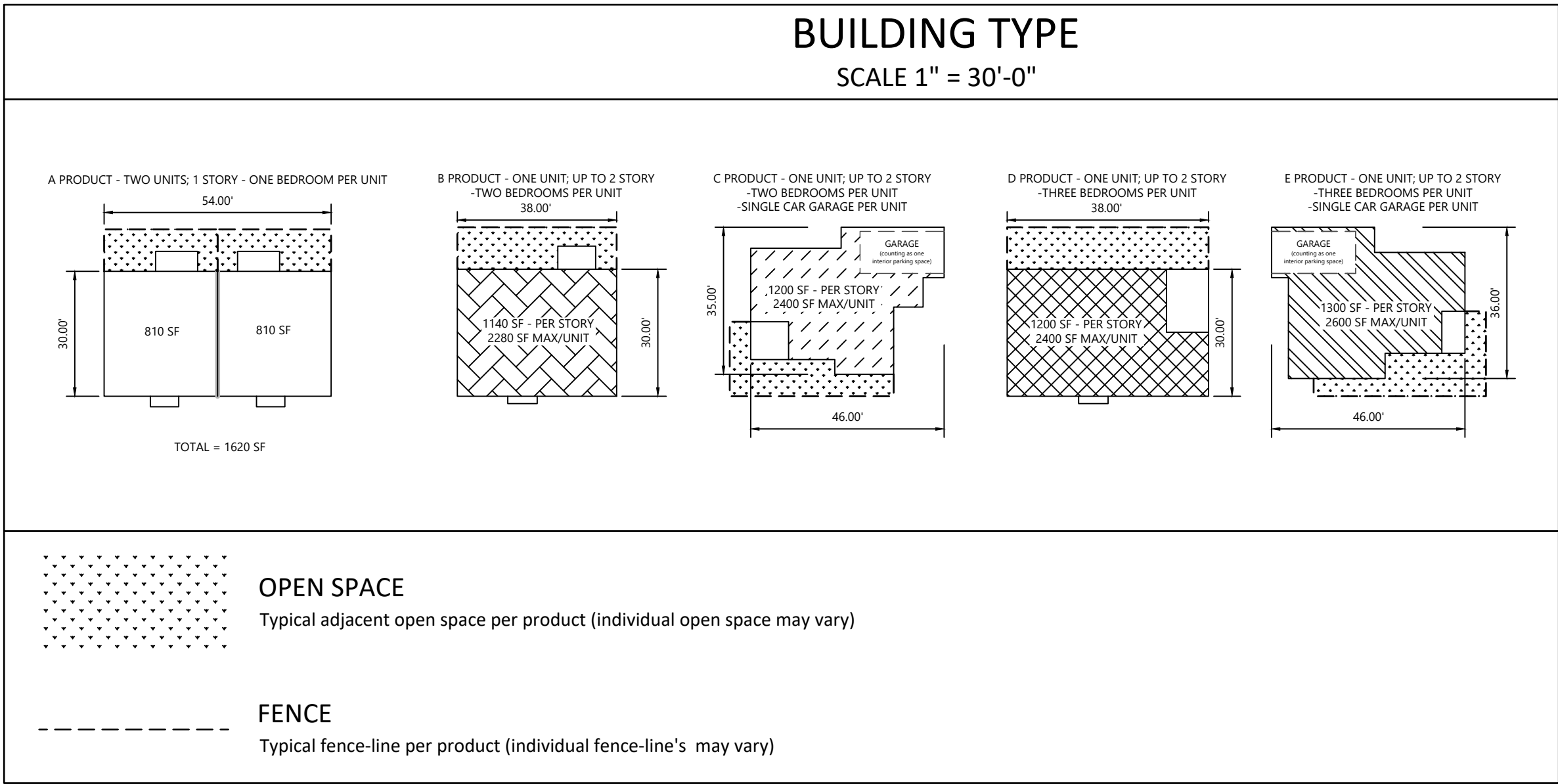
Total open space provided

- 168,945 square feet
- 3.9 acres
- 24.0% (of original tract)
- 25.0% (of tract area minus CR 1106 r.o.w. dedication)

NOTE:

Open space areas are as follows, but not limited to (as shown on open space plan):

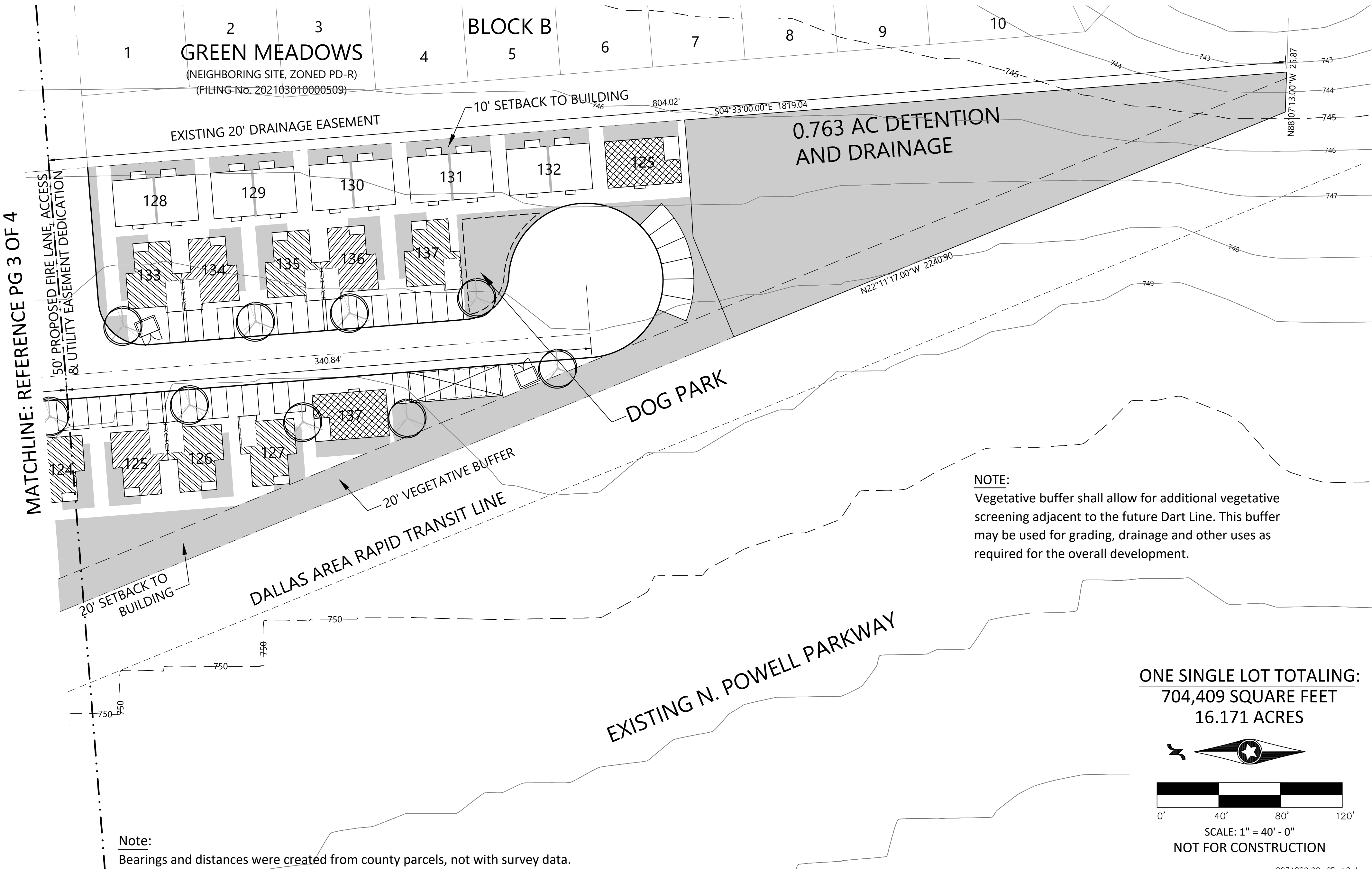
- Fenced in rear yards, minus patio
- Amenity activity area
- 20' landscape along CR 1106
- Landscape buffers to preserve trees
- Dog park
- The detention area



PER PRODUCT OPEN SPACE REQUIRED			
Type	Requirement	Unit Count	Total
1 Bedroom (A)	600 s.f.	44	26,400 s.f.
2 Bedroom (B)	900 s.f.	36	32,400 s.f.
2 Bedroom (C)	900 s.f.	41	36,900 s.f.
3 Bedroom (D)	1,200 s.f.	3	3,600 s.f.
3 Bedroom (E)	1,200 s.f.	38	45,600 s.f.
Total Required			144,900 s.f.
PROVIDED			
Total Open Space Provided Across Tract			168,945 s.f.

Note: Development assumes one lot for the entire development

LEGEND	
	OPEN SPACE
	PROPERTY LINE
	COVERED PARKING SPACE
	UNCOVERED PARKING SPACE
	REFUSE FACILITY



CITY OF ANNA

PLANNING & ZONING COMMISSION

May 2, 2022

Public Hearing: Zoning – District Community

Applicant: Chuck Branch – Valiant Real Estate Services

DESCRIPTION:

Request to rezone 16.2± acres located on the south side of County Road 1106, 175± feet east of State Highway 5.

The proposed zoning will be Planned Development-MF-1 Multiple-Family Residential Medium Density.

REMARKS:

The applicant is proposing multiple-family zoning and design standards that would allow for a development layout that consists of one and two-story buildings, maximum height of 26 feet, with one- and two-bedroom units on one lot.

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

A concept plan (Exhibit A) and open space exhibit (Exhibit B) for District Community, accompanies this request.

Surrounding Land Uses and Zoning

North	City of Van Alstyne - vacant tract and single-family residence
East	Single-family development (Green Meadows) zoned Planned Development-SF-72 Single-Family Residence District.
South	Single-family development (NorthPointe Crossing) zoned Planned Development – SF-60 Single-Family Residence District.
West	Dallas Area Rapid Transit rail line.

Proposed Planned Development Stipulations

The requested zoning is PD-MF-1. This Planned Development is to allow for a medium-density, multiple-family residence. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to rezone the subject property to allow for multiple-family residences on one lot.

Design Standards - The language in the proposed PD district would allow for modified development standards associated with the multiple-family residence development.

Height and area regulations – Sec. 9.04.019 (MF-1 zoning regulations) of the Zoning Ordinance contains a provision regarding the setback for buildings that exceed one-story in height.

The height of any multifamily building sited on a lot adjacent to an area zoned for single-family dwellings or where single-family dwellings of one story in height exist shall be limited to one story for a distance of 60 feet from the single-family district boundary or the lot on which the single-family dwelling is located.

- The applicant is requesting to waive the 60-foot setback for two-story buildings adjacent to existing single-family and include a planned development standard limiting structures to a maximum height of 26 feet.

Parking - Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance requires a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is proposing to reduce the required parking for one-bedroom units from two (2) spaces per unit to one (1) space per unit.
- The applicant is requesting to reduce the required covered parking 75% to 50%.

Screening fence – Sec. 9.04.019 (MF-1 zoning regulations) of the Zoning Ordinance requires border fencing of masonry construction no less than eight feet in height be installed along the property line on any perimeter not abutting a public street-right-of-way. This fence shall be maintained throughout the existence of the multifamily complex by the owner of the complex.

- The applicant is requesting to install the six-foot board on board wood fencing.

Attached (Exhibit C) are the applications justifications associated with the requested modified development standards.

Conformance with the Anna2050 Comprehensive Plan

Future Land Use Plan

The Future Land Use Plan designates this property as Ranching & Agriculture (RA).

Character & Intent Agricultural areas are characterized by very large tracts of undeveloped land utilized for agricultural production, wildlife management or ranching, including the raising of livestock. There are opportunities for additional uses that support the character and economic viability of agriculture.

Land Use Considerations

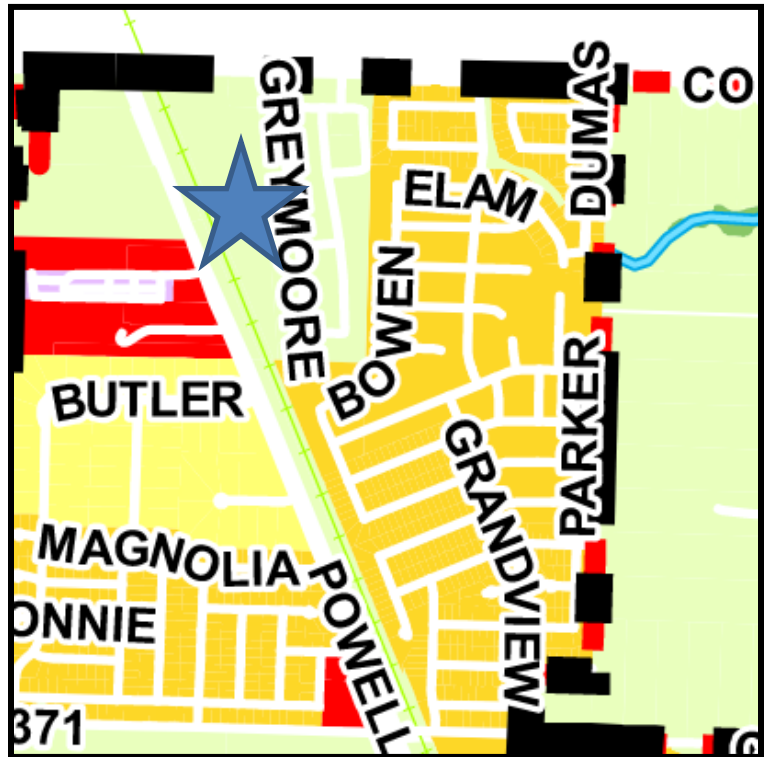
Primary Land Use

Farming, ranching and wildlife management

Secondary Land Use

Single-family detached homes and supporting structures, agriculture related tourism, local food production and distributed energy generation.

Cluster Residential may be permitted within a larger Ranching and Agriculture property if an amount of open space equal to the platted lots is preserved and water and wastewater requirements can be met.



The Anna 2050 Future Land Use Plan identifies areas that require significant infrastructure improvements as Ranching & Agricultural but could develop as Cluster Residential if the amount of open space equals that of the platted lots (50% open space).

The proposed development is meeting the open space requirements of the MF-1 zoning based on number and type of units proposed (4.1± acres). However, if the development was to meet the 50% open space requirement for a cluster residential development per the Future Land Use Plan description the project would be required to provide 8.1± acres of open space (total acreage would be dependent on the amount of right-of-way needed to create individual platted lots).

Initial and subsequent staff comments provided to the applicant recommended zoning of either SF-60 Single-Family Residence District, SF-Z Single-Family Residence District – Zero lot line homes, or SF-TH Townhome District with open space equal to the platted lots to be in conformance with the Future Land Use Plan.

SUMMARY:

Request to rezone 16.2± acres located on the south side of County Road 1106, 175± feet east of State Highway 5 to Planned Development-MF-1 Multiple-Family Residential Medium Density to allow for multiple-family residence on one lot with modified development standards. The property is currently zoned SF-E Single-Family Residential – Large Lot.

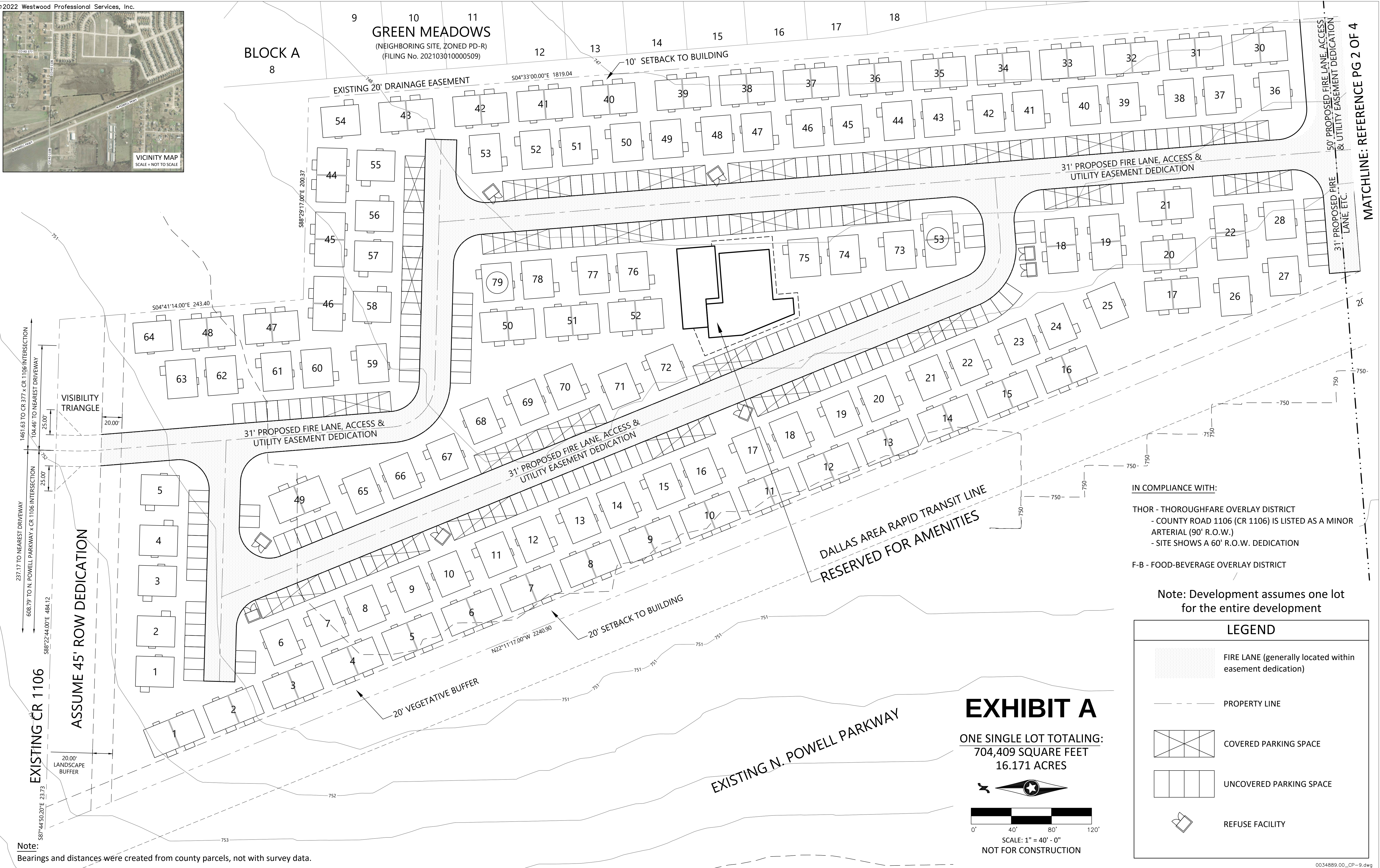
RECOMMENDATION:

Below are recommended restrictions if the Commission votes in favor of the zoning request:

Restrictions:

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit A) and Open Space Plan (Exhibit B).
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-1 Multiple-Family Residential - Medium Density (MF-1) zoning district and the Planning and Development Regulations except as otherwise specified herein.
 - i. Maximum Height (feet): 26
 - ii. Side Yard, Interior:
 - A. Along the eastern property boundaries buildings shall be set back a minimum of 10 feet.
 - B. Along the western property boundary buildings shall be setback a minimum of 20 feet.
 - iii. Parking:
 - A. One-bedroom: One space per unit;
 - B. Two- & Three-bedroom: Two (2) spaces per unit;
 - C. Covered Parking: 50% of the residence required parking must be covered; and
 - D. Visitor Parking: 0.25 per unit.
 - iv. Screening Fence: Screening and fencing on any perimeter not abutting a public right-of-way shall consist of a 6-foot board on board wood fencing.

- v. Buffer: To preserve the natural tree line, provide transition between different types of land uses, and to reduce noise, air, and visual pollutions the following shall be required.
 - A. 20-foot-wide vegetative buffer shall be provided along the entire western property boundary adjacent to the Dallas Area Rapid Transit rail line. The natural tree line shall be preserved as a buffer and in areas where no trees exist, trees with a 3" minimum caliber shall be planted staggered at 25-foot centers. The 20-foot vegetative buffer can count toward the required 20-foot building setback from the property line.
- 3. To prohibit indiscriminate clear cutting the applicant has agreed to preserve the existing tree line located along the western property boundary of the zoning requires. The existing tree line shall be located within a 20' tree preservation easement as identified on the Concept Plan (Exhibit B) and designated as a non-disturbance area in which no construction or tree removal will occur. Removal of any trees in these areas are subject to restriction under Sec.9.07.003 (Permit required; exceptions) of Article 9.07 (Tree Preservation) within the City of Anna Code of Ordinances.
- 4. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Concept Plan. Non-substantial changes of detail on the final development plan(s) that differ from the Concept Plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.
- 5. The Concept Plan will expire after two (2) years of approval.



IN COMPLIANCE WITH:

THOR - THOROUGHFARE OVERLAY DISTRICT
- COUNTY ROAD 1106 (CR 1106) IS LISTED AS A MINOR ARTERIAL (90' R.O.W.)
- SITE SHOWS A 60' R.O.W. DEDICATION

F-B - FOOD-BEVERAGE OVERLAY DISTRICT

Note: Development assumes one lot for the entire development

LEGEND

FIRE LANE (generally located within easement dedication)

PROPERTY LINE

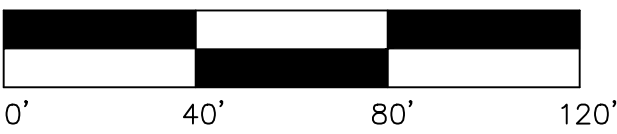
COVERED PARKING SPACE

UNCOVERED PARKING SPACE

REFUSE FACILITY

EXHIBIT A

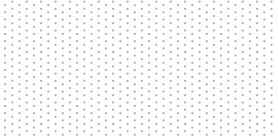
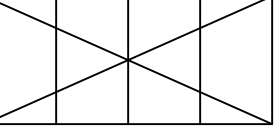
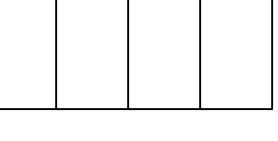
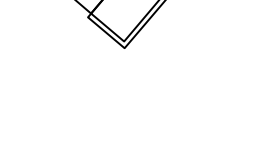
ONE SINGLE LOT TOTALING:
704,409 SQUARE FEET
16.171 ACRES



SCALE: 1" = 40' - 0"
NOT FOR CONSTRUCTION

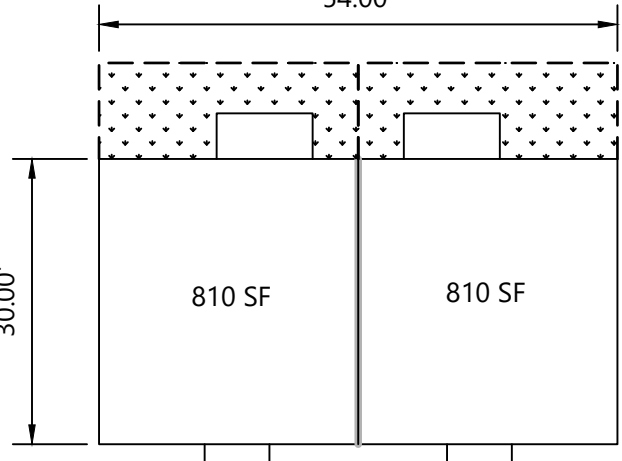
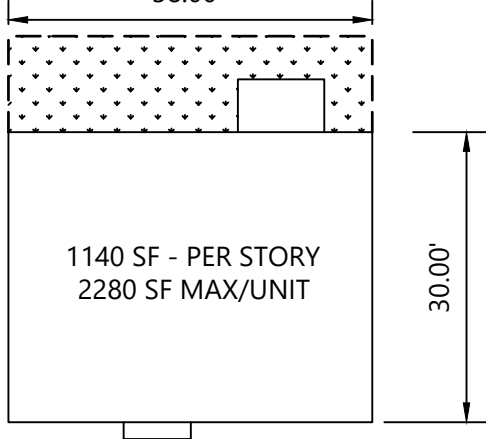
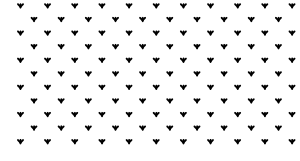
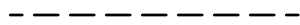
SITE DATA SUMMARY TABLE		
GENERAL SITE DATA		
Zoning (from zoning map)		SF-E
Land Use (from zoning ordinance)		Undeveloped
Proposed Land Use		PD-MF-1
Lot Area (square feet & acres, includes dedication)		704,409 s.f. 16.171 acres
Building Footprint Area (square feet)		
- Product A (2 units per product/1 bedroom per unit)		1,620 s.f.
- Product B (1 unit per product/2 bedroom per unit)		1,140 s.f.
Total Building Footprint Area (square feet, within site; total product A + total product B)		175,920 s.f.
- Product A (2 units per product; 1,620 x 53 products)		85,860 s.f.
- Product B (1 unit per product; 1,140 x 79 products)		90,060 s.f.
Building Height (feet - distance to tallest building element)		
- Product A (2 units per product/1 bedroom per unit)		1 STORY
- Product B (1 unit per product/2 bedroom per unit)		2 STORY/26' MAX
Lot Coverage (percent - X.XX%; 175,920 sf / 704,409)		24.97%
MULTIFAMILY UNITS		
# of 1 Bedrooms Minimum unit size		106 units 810 s.f.
# of 2 Bedrooms Minimum unit size		79 units 1,140 s.f.
Total Unit Count		185 units
PARKING		
Required Parking (1 parking space per one-bedroom dwelling unit, 2 parking spaces per two-bedroom dwelling unit; 106 + (79 x 2))		264 spaces
Required Visitor Parking (25% visitor parking; 264 x 0.25)		66 spaces
Total Required Parking (required parking plus required visitor parking; 264 + 66)		330 spaces
Required Covered Parking (50% of parking must be covered; 330 x 0.5)		165 spaces
Total Pavement Area		183,291 s.f.

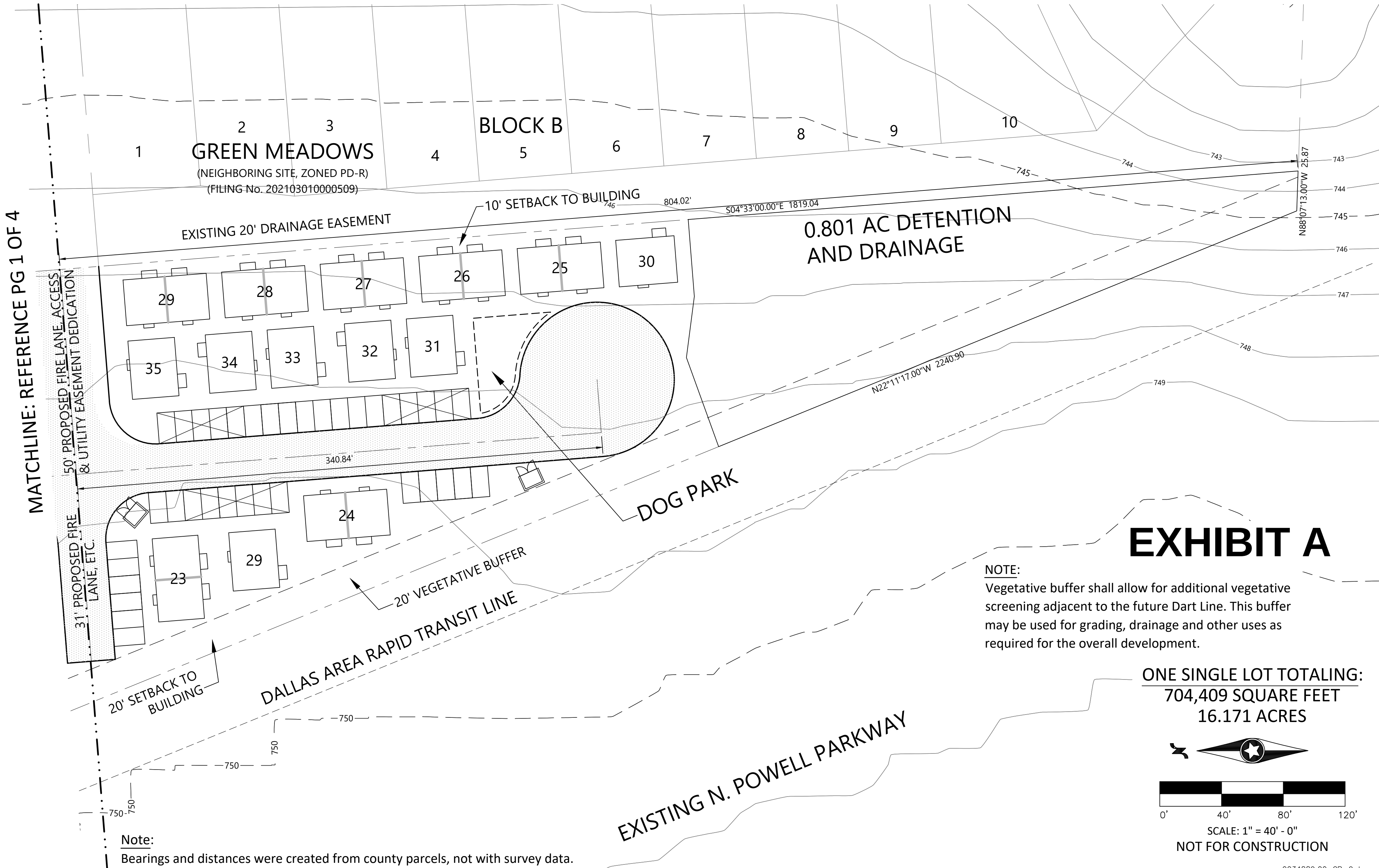
Note: Development assumes one lot for the entire development

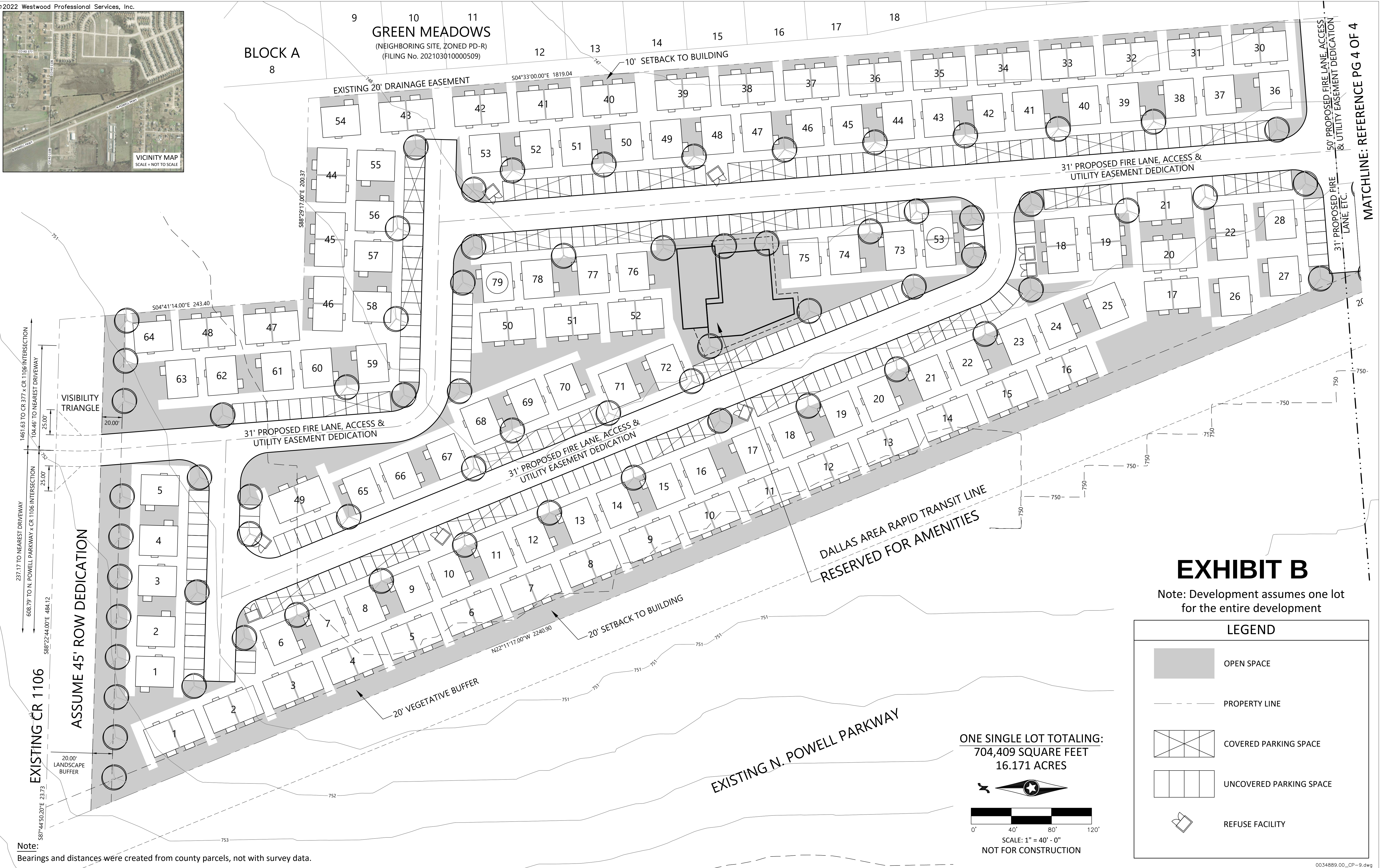
LEGEND	
	FIRE LANE (generally located within easement dedication)
	PROPERTY LINE
	COVERED PARKING SPACE
	UNCOVERED PARKING SPACE
	REFUSE FACILITY

PER PRODUCT OPEN SPACE			
REQUIRED			
Type	Requirement	Unit Count	Total
1 Bedroom	600 s.f.	106	63,600 s.f.
2 Bedroom	900 s.f.	79	71,100 s.f.
Total Required			134,700 s.f.
PROVIDED			
Total Open Space Provided Across Tract			172,900 s.f.

REFUSE FACILITY		
GENERAL SITE DATA		
Maximum Distance (every dwelling unit shall be located within 250 feet of a refuse facility)		250 feet
Size of each container (in cubic yards)		6 c.y.
Quantity (minimum of 1 container per 30 dwelling units)		10

BUILDING TYPE	
SCALE 1" = 20'-0"	
A PRODUCT - TWO UNITS; 1 STORY - ONE BEDROOM PER UNIT 	B PRODUCT - ONE UNIT; UP TO 2 STORY - TWO BEDROOMS PER UNIT 
TOTAL = 1620 SF	
	OPEN SPACE Typical adjacent open space per product (individual open space may vary)
	FENCE Typical fence-line per product (individual fence-line's may vary)



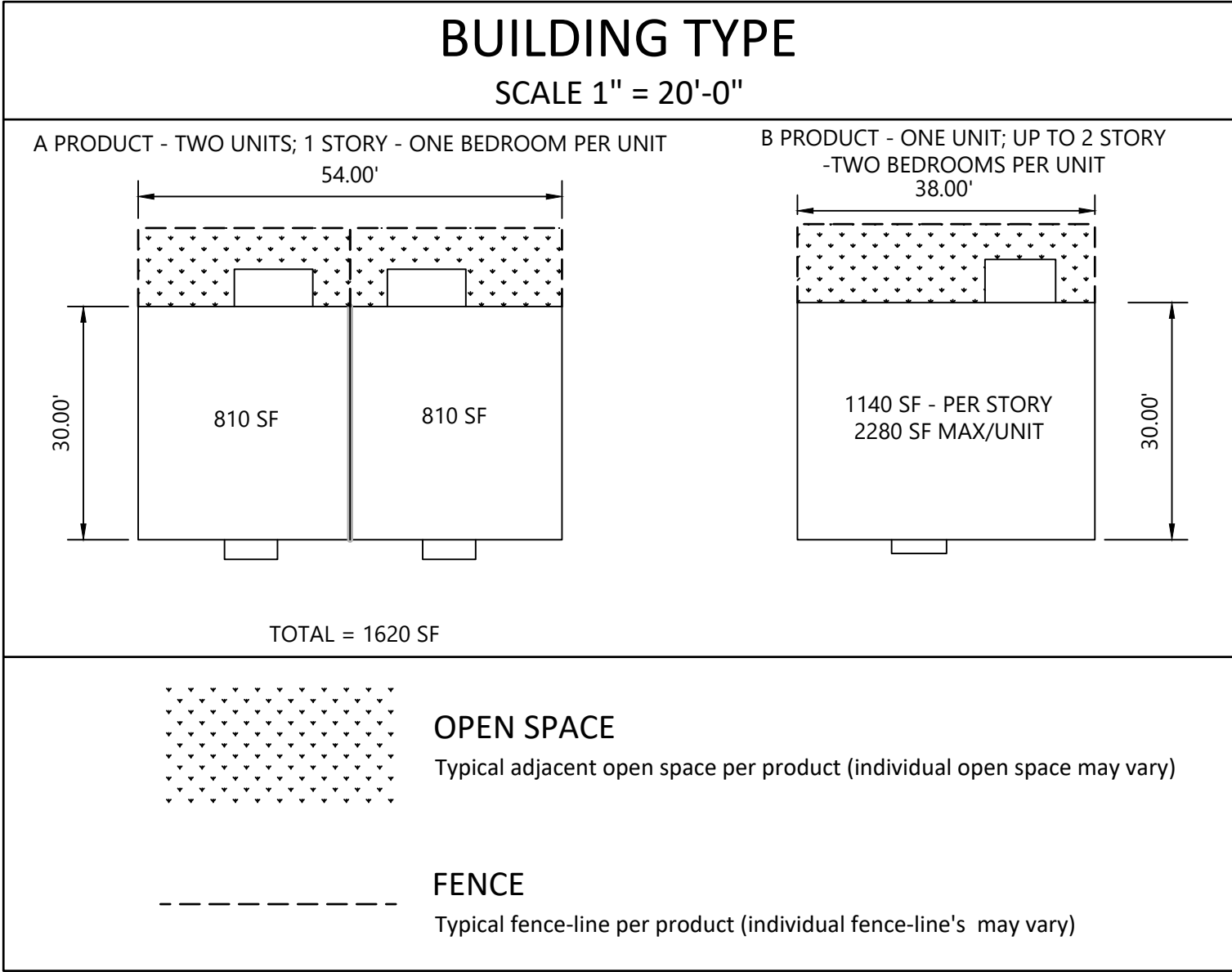


SUMMARY:

- Original tract lot acreage
- 704,409 square feet
 - 16.171 acres
- Tract area minus CR 1106 r.o.w. dedication
- 674,568 square feet
 - 15.66 acres
- Total open space provided
- 172,900 square feet
 - 3.97 acres
 - 24.6% (of original tract)
 - 25.4% (of tract area minus CR 1106 r.o.w. dedication)

NOTE:

- Open space areas are as follows, but not limited to (as shown on open space plan):
- Fenced in rear yards, minus patio
 - Amenity activity area
 - 20' landscape along CR 1106
 - Landscape buffers to preserve trees
 - Dog park
 - The detention area



PER PRODUCT OPEN SPACE REQUIRED			
Type	Requirement	Unit Count	Total
1 Bedroom	600 s.f.	106	63,600 s.f.
2 Bedroom	900 s.f.	79	71,100 s.f.
Total Required			134,700 s.f.
PROVIDED			
Total Open Space Provided Across Tract			178,300 s.f.

Note: Development assumes one lot for the entire development

LEGEND	
	OPEN SPACE
	PROPERTY LINE
	COVERED PARKING SPACE
	UNCOVERED PARKING SPACE
	REFUSE FACILITY

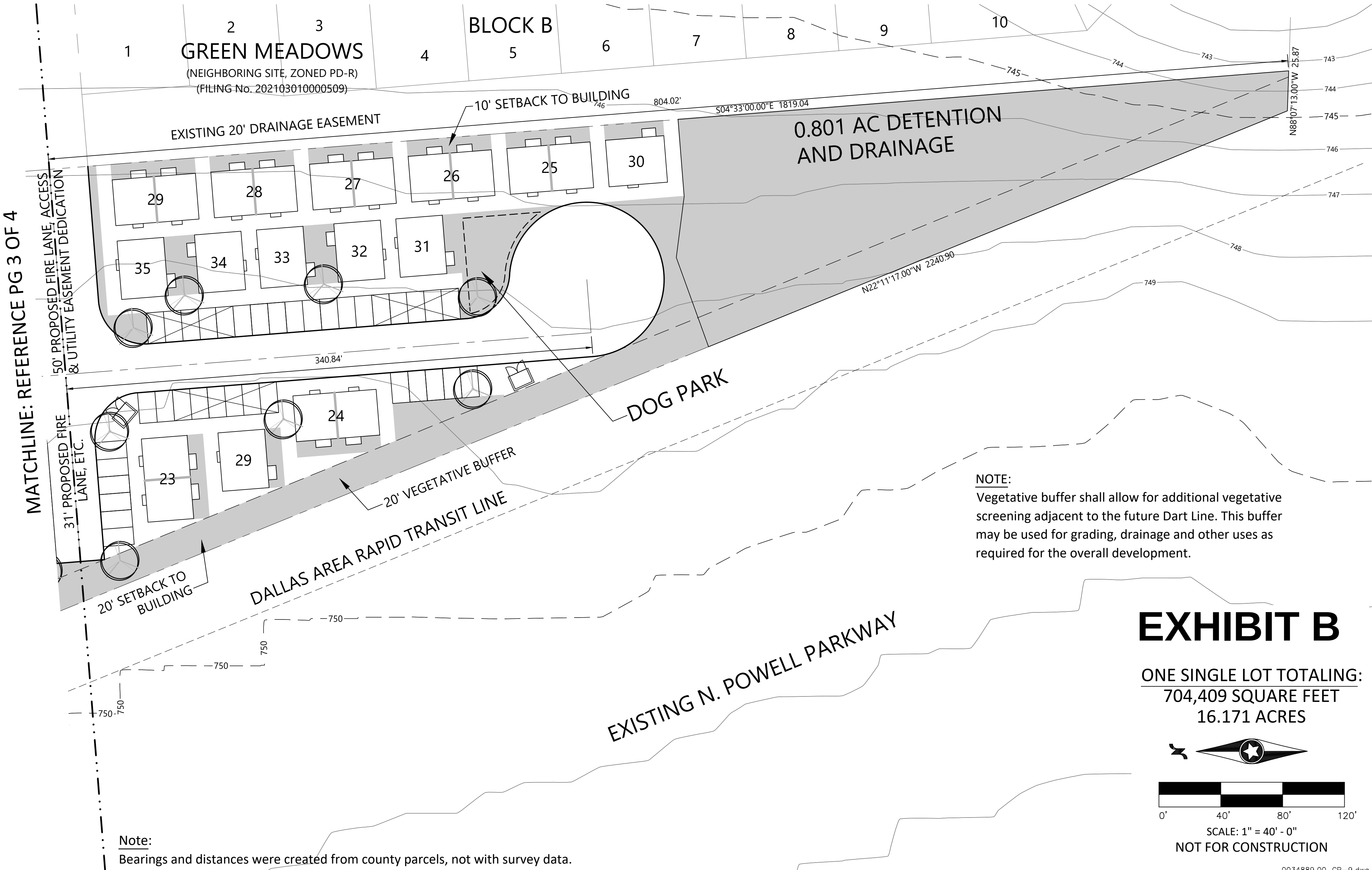
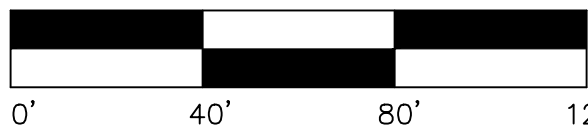


EXHIBIT B

ONE SINGLE LOT TOTALING:
704,409 SQUARE FEET
16.171 ACRES



SCALE: 1" = 40' - 0"
NOT FOR CONSTRUCTION

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EXHIBIT C

Development of the Property shall comply with the following development standards provided below. The site shall comply with the City of Anna Zoning Ordinance utilizing "MF-1" Multi Family 1 base zoning with the concept plan and variance listed below. In the event of a conflict between the provision of this Exhibit A, Exhibit B and other exhibits to this ordinance, the provisions of Exhibit A shall control.

SECTION	STANDARD	PROPOSAL	JUSTIFICATION
Sec. 9.04.019 (b)(1)	Multiple-family dwellings and clustered multiple-family dwellings, which clustered in [or] multiple-family dwellings have a site plan approved by the planning and zoning commission for the particular project in which they are proposed.	Multiple-family dwellings and clustered multiple-family dwellings, including single-family, two-family, multi-family dwelling & single-family rental residence buildings.	In order to allow additional uses.
Sec. 9.04.019 (d)(7)	The height of any multifamily building sited on a lot adjacent to an area zoned for single-family dwellings or where single-family dwellings of one story in height exist shall be limited to one story for a distance of 60 feet from the single-family district boundary or the lot on which the single-family dwelling is located.	The height of a multifamily building shall have a maximum height of 26' per base MF-1 height requirements.	In order to simplify design requirements across the site while meeting base MF-1 height requirements.
Sec. 9.04.037 Parking space regulations	2 per dwelling unit. 75% of required parking must be covered, plus 0.25 per dwelling unit for visitor parking and evenly dispersed.	One parking space per every one-bedroom dwelling unit within each dwelling unit is acceptable. Two parking spaces per two-bedroom dwelling unit is acceptable. 50% of required parking must be covered, plus 0.25 per dwelling unit for visitor parking and evenly dispersed.	One parking space per one-bedroom unit should be acceptable because there will be only one car per unit.
Sec. 9.04.039 (a)(1)(A)(iii)	Multifamily and industrial districts 8'0"	Multifamily districts 6'0"	The fencing height should be allowed because the height of the proposed multi-family units are similar to the adjacent use.

Sec. 9.04.019 (h) Screening Fence	Border fencing of masonry construction of not less than eight feet in height shall be installed by the builder at the time of construction of any multifamily complex, along the property line on any perimeter not abutting a public street or right-of-way. This fence shall be maintained throughout the existence of the multifamily complex by the owner of the complex.	Border fencing to be 6'0" board on board fence.	To be consistent with adjacent typical single-family board on board fencing.
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Item No. 7.m.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding the District Community, Block A, Lot 1, Concept Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Multiple-Family Residences on 16.2± acres located on the south side of County Road 1106, 175± feet east of State Highway 5.

This concept plan is associated with the zoning request to allow a multiple-family residential development with modified development standards and is contingent upon approval of that request.

The purpose for the concept plan is to show the future multiple-family residential development and related site improvements.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

The Concept Plan is in conformance with the proposed Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval of the Concept Plan subject to City Council approval of the zoning request.

ATTACHMENTS:

1. RESOLUTION (CP) District Community, Bl A, Lt 1
2. Exhibit A - Resolution (3 bedroom CP, District Community)

APPROVALS:

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

Created/Initiated - 5/16/2022
Final Approval - 5/17/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR DISTRICT COMMUNITY, BLOCK A, LOT 1.

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

WHEREAS, Anna 1340 Holdings, LLC, has submitted an application for the approval of the Concept Plan for District Community, Block A, Lot 1; and

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Concept Plan

The City Council hereby approves the Concept Plan for District Community, Block A, Lot 1 attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 24th day of May 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



BLOCK A

GREEN MEADOWS

(NEIGHBORING SITE, ZONED PD-R)
(FILING No. 202103010000509)

1461.63 TO CR 377 x CR 1106 INTERSECTION
104.46' TO NEAREST DRIVEWAY
25.00'
20.00'

ASSUME 45' ROW DEDICATION

EXISTING CR 1106

Note:
Bearings and distances were created from county parcels, not with survey data.

S04°41'14.00"E 243.40

S88°29'17.00"E 200.37

31' PROPOSED FIRE LANE, ACCESS &
UTILITY EASEMENT DEDICATION

31' PROPOSED FIRE LANE, ACCESS &
UTILITY EASEMENT DEDICATION

31' PROPOSED FIRE LANE, ACCESS &
UTILITY EASEMENT DEDICATION

31' PROPOSED FIRE LANE, ETC.

50' PROPOSED FIRE LANE, ACCESS
& UTILITY EASEMENT DEDICATION

MATCHLINE: REFERENCE PG 2 OF 4

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EXISTING N. POWELL PARKWAY

20' SETBACK TO BUILDING

20' VEGETATIVE BUFFER

DALLAS AREA RAPID TRANSIT LINE
RESERVED FOR AMENITIES

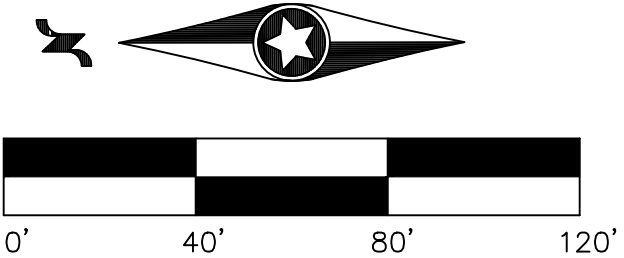
IN COMPLIANCE WITH:
THOR - THOROUGHFARE OVERLAY DISTRICT
- COUNTY ROAD 1106 (CR 1106) IS LISTED AS A MINOR
ARTERIAL (90' R.O.W.)
- SITE SHOWS A 60' R.O.W. DEDICATION
F-B - FOOD-BEVERAGE OVERLAY DISTRICT

Note: Development assumes one lot
for the entire development

LEGEND

- FIRE LANE (generally located within easement dedication)
- PROPERTY LINE
- COVERED PARKING SPACE
- UNCOVERED PARKING SPACE
- REFUSE FACILITY

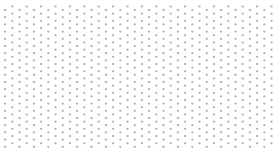
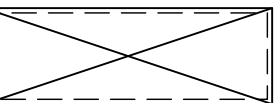
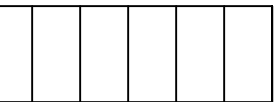
ONE SINGLE LOT TOTALING:
704,409 SQUARE FEET
16.171 ACRES



SCALE: 1" = 40' - 0"
NOT FOR CONSTRUCTION

SITE DATA SUMMARY TABLE		
GENERAL SITE DATA		
Zoning (from zoning map)		SF-E
Land Use (from zoning ordinance)		Undeveloped
Proposed Land Use		PD-MF-1
Lot Area (square feet & acres, includes dedication)		704,409 s.f. 16.171 acres
Building Footprint Area (square feet)		
- Product A (2 units per product/1 bedroom per unit)		1,620 s.f.
- Product B (1 unit per product/2 bedroom per unit)		1,140 s.f.
- Product C (1 unit per product/2 bedroom & garage)		1,200 s.f.
- Product D (1 unit per product/3 bedroom per unit)		1,200 s.f.
- Product E (1 unit per product/3 bedroom & garage)		1,300 s.f.
Total Building Footprint Area (square feet, within site; total product A + total product B)		178,880 s.f.
- Product A (2 units per product; 1,620 x 22 products)		35,640 s.f.
- Product B (1 unit per product; 1,140 x 36 products)		41,040 s.f.
- Product C (1 unit per product; 1,200 x 41 products)		49,200 s.f.
- Product D (1 unit per product; 1,200 x 3 products)		3,600 s.f.
- Product E (1 unit per product; 1,300 x 38 products)		49,400 s.f.
Building Height (feet - distance to tallest building element)		
- Product A		1 STORY
- Product B		2 STORY/26' MAX
- Product C		2 STORY/26' MAX
- Product D		2 STORY/26' MAX
- Product E		2 STORY/26' MAX
Lot Coverage (percent - X.XX%; 178,880 sf / 704,409)		25.4%
MULTIFAMILY UNITS		
# of 1 Bedrooms (A) Minimum unit size		44 units 810 s.f.
# of 2 Bedrooms (B) Minimum unit size		36 units 1,140 s.f.
# of 2 Bedrooms (C) Minimum unit size		41 units 1,200 s.f.
# of 3 Bedrooms (D) Minimum unit size		3 units 1,200 s.f.
# of 3 Bedrooms (E) Minimum unit size		38 units 1,300 s.f.
Total Unit Count		162 units
% of 1 Bedrooms		27%
% of 2 Bedrooms		48%
% of 3 Bedrooms		25%

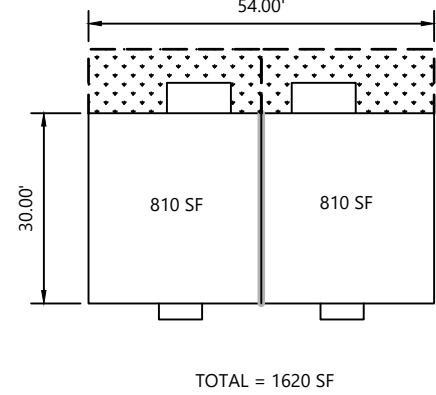
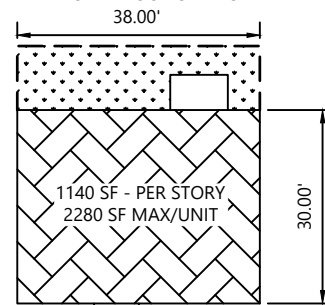
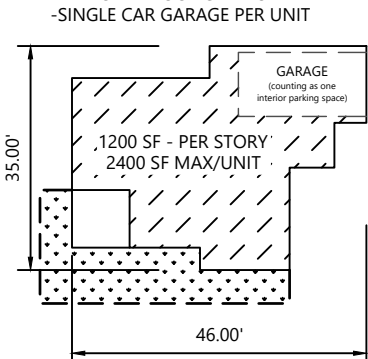
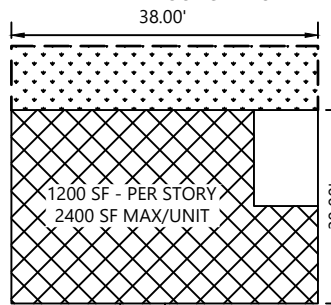
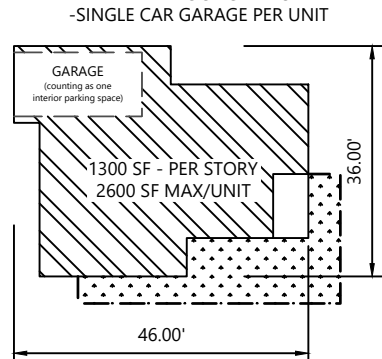
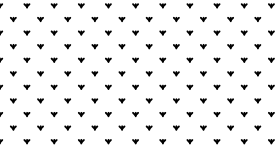
Note: Development assumes one lot for the entire development

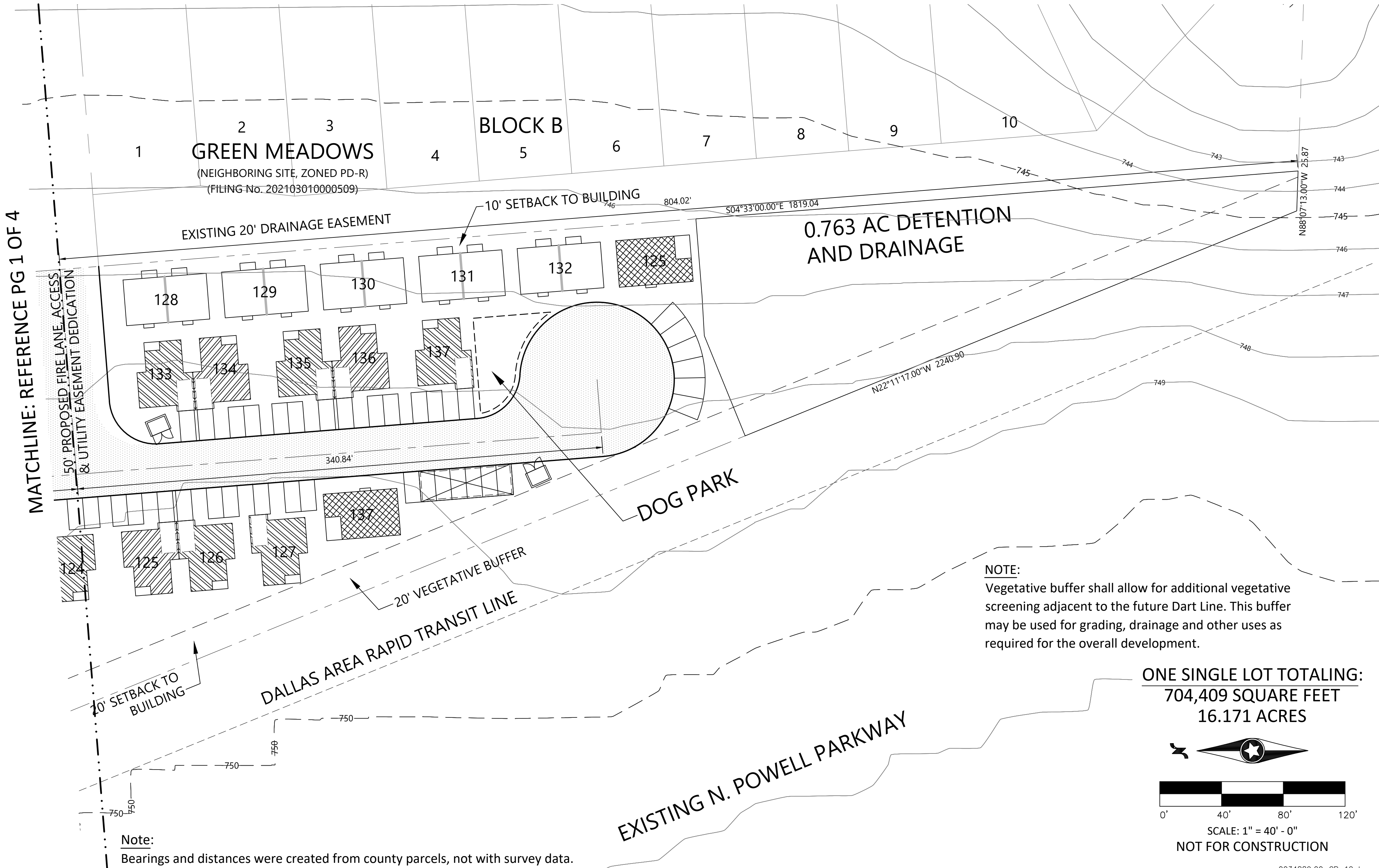
LEGEND	
	FIRE LANE (generally located within easement dedication)
	PROPERTY LINE
	COVERED PARKING SPACE
	UNCOVERED PARKING SPACE
	REFUSE FACILITY

PARKING		
Required Parking (1 parking space per one-bedroom dwelling unit, 2 parking spaces per two-bedroom dwelling unit & 3 parking spaces per three-bedroom dwelling unit) 44 + (77 x 2) + (41 x 3)		321 spaces
Required Visitor Parking (25% visitor parking) 321 x 0.25		81 spaces
Total Required Parking (required parking plus required visitor parking; 321 + 81)		402 spaces
Required Covered Parking (50% of parking must be covered; 403 x 0.5) (79 garage spaces & 123 covered spaces)		201 spaces
Total Provided Parking		409 spaces
Total Pavement Area		178,599 s.f.

PER PRODUCT OPEN SPACE			
REQUIRED			
Type	Requirement	Unit Count	Total
1 Bedroom (A)	600 s.f.	44	26,400 s.f.
2 Bedroom (B)	900 s.f.	36	32,400 s.f.
2 Bedroom (C)	900 s.f.	41	36,900 s.f.
3 Bedroom (D)	1,200 s.f.	3	3,600 s.f.
3 Bedroom (E)	1,200 s.f.	38	45,600 s.f.
Total Required			144,900 s.f.
PROVIDED			
Total Open Space Provided Across Tract			168,945 s.f.

REFUSE FACILITY		
GENERAL SITE DATA		
Maximum Distance (every dwelling unit shall be located within 250 feet of a refuse facility)		250 feet
Size of each container (in cubic yards)		6 c.y.
Quantity (minimum of 1 container per 30 dwelling units)		10

BUILDING TYPE				
SCALE 1" = 30'-0"				
A PRODUCT - TWO UNITS; 1 STORY - ONE BEDROOM PER UNIT 	B PRODUCT - ONE UNIT; UP TO 2 STORY - TWO BEDROOMS PER UNIT 	C PRODUCT - ONE UNIT; UP TO 2 STORY - TWO BEDROOMS PER UNIT - SINGLE CAR GARAGE PER UNIT 	D PRODUCT - ONE UNIT; UP TO 2 STORY - THREE BEDROOMS PER UNIT 	E PRODUCT - ONE UNIT; UP TO 2 STORY - THREE BEDROOMS PER UNIT - SINGLE CAR GARAGE PER UNIT 
TOTAL = 1620 SF				
	OPEN SPACE Typical adjacent open space per product (individual open space may vary)			
	FENCE Typical fence-line per product (individual fence-line's may vary)			





Item No. 7.n.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Consider/Discussion/Action on a Resolution entering into a development agreement with Anna 51 Joint Venture to modify existing development and design regulations for a multiple-family residence development on 65± acres located on the south side of W. White Street, 1,315± feet west of Oak Hollow Lane. (Planning Manager Lauren Mecke)

SUMMARY:

The intent of the development agreement is to ensure the use of high quality, durable materials for nonresidential and residential development within the city 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.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

The applicant is proposing similar development material standards and percentages recently approved by the Council.

ATTACHMENTS:

1. DA - Resolution (Villages of Waters Creek)
2. Exhibit 1 Development Agreement (Villages of Waters Creek)
3. Exhibit A (Legal Description) Villages of Waters Creek
4. EXHIBIT B (Tract Map) Villages of Waters Creek
5. Exhibit C (CP) Villages of Waters Creek
6. Exhibit D - MF BUILDNG I ELEVATION - Anna Waters Creek

APPROVALS:

Ross Altobelli, Director of Development Services

Created/Initiated - 5/17/2022

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

Approved - 5/17/2022
Approved - 5/17/2022
Final Approval - 5/19/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE FIRST AMENDMENT TO A DEVELOPMENT AGREEMENT WITH ANNA 51 JOINT VENTURE, A TEXAS LIMITED PARTNERSHIP RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MUTI-USE DEVELOPMENT LOCATED ON THE SOUTH SIDE OF WEST WHITE STREET, 1,290± FEET WEST OF OAK HOLLOW LANE.

WHEREAS, Anna 51 Joint Venture, a Texas Limited Partnership is the Property Owner of real estate located on the south side of West White Street (Farm to Market Road 455), 1,290± feet west of Oak Hollow Lane;

WHEREAS, Property Owner entered into an agreement to development and design regulations as approved by Resolution No. 2020-06-741; and

WHEREAS, the Property Owner, has requested to modify the Development Agreement.

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

Section 1. Recitals Incorporated.

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

Section 2. Approval

The City Council hereby approves the Development Agreement with Anna 51 Joint Venture, a Texas Limited Partnership, attached hereto as Exhibit 1, and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and take all other actions necessary to finalize, act under and enforce the Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 24th day of May 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT "1"

DEVELOPMENT AGREEMENT

This Amended and Restated Development Agreement (this "Agreement") is entered effective as of May 24, 2022 ("Effective Date") between and among the City of Anna, Texas ("City") and Anna 51 Joint Venture, a Texas Limited Partnership ("Property Owner") as follows:

RECITALS

WHEREAS, the Property Owner is the sole owner of 65.0± acres of real property described and described in Exhibit A and depicted in Exhibit B and Exhibit C (the "Property"); and,

WHEREAS, the Property Owner has applied to rezone the Property in order to amend existing planned development standards; and,

WHEREAS, the City's Planning & Zoning Commission and City Council have given the requisite notices by publication and otherwise and have scheduled public hearings with respect to the rezoning of the Property as required by law; and,

WHEREAS, in the case of the Property potentially being rezoned, the City and Property Owner entered into a development agreement dated effective June 23, 2020, Resolution No. 2020-06-741, to establish development and design regulations to ensure the use of high quality, durable materials along the West White Street (FM 455) corridor to create well designed and attractive architecture and is complementary to adjacent residential properties; and,

WHEREAS, it is the Parties' mutual intent that this Agreement shall govern only the subject matter specifically set forth herein and shall supersede City Regulations only to the extent that any such City Regulations directly conflict with the terms of this Agreement; and,

NOW, THEREFORE, in consideration of the above recitals and the mutual consideration as reflected in the covenants, duties and obligations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows, effective as of the Effective Date:

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 Property Owner and the City.

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

With respect to all structures/development within the Planned Development-Restricted Business District/Multiple-family – High Density/Single-Family Residential District (PD-C-1/MF-2/SF-60) Zoning District, Property Owner agree to comply or to cause the builders to comply and any other successors or assigns to comply with this Agreement and all City Regulations and with the masonry material requirements and all other requirements of the Anna City Code of Ordinances, Article 9.04 Zoning Ordinance, Section 9.04.034 Supplementary District Regulations, Subsection (e) Architectural Design Standards and with the following standards (in the event of any conflict, the following listed standards shall govern).

Nonresidential Buildings

- A. The exterior walls (excluding doors, door frames, windows, and window frames) shall use only stone, brick, and/or split face concrete masonry units in the construction of the exterior facade that are visible to the public. The use of other high-quality materials for building trim, architectural decoration, and other design elements shall not be precluded; however, they are subject to approval by the zoning administrator and should contribute to the overall design concept.
- B. At least 60% of exterior façades not visible to the public (excluding doors, door frames, windows, and window frames) are required to be brick or rock veneer.
- C. Where the function of an individual business, or the recognized identity of a brand dictates a specific style, image, or building material associated with that company, the masonry provision may be modified; however, the development shall maintain harmony in terms of overall project design and appearance, and such design shall be subject to approval by the City Council after recommendation from the Planning & Zoning Commission.

Multiple-Family Residence Buildings

- A. All multi-family buildings and structures shall have at least eighty percent (80%), for the first three stories of the total exterior walls facing public streets above grade level, excluding doors and windows, and recessed balcony areas (should

be allowed as plane break), constructed of masonry (brick, stone, pre-cast stone, and other similar veneer material) or stucco materials with no more than (20%) consisting of cementitious siding (Hardie products).

- B. Shall be substantially in conformance with the multiple-family building elevation plan (Exhibit D).
- C. Roofing materials of a structure may only consist of architectural asphalt shingles (including laminated dimensional shingles), clay and concrete tile, metal shingles, mineral-surfaced row roofing or standing seam metal, slate and slate-type shingles, or an equivalent or better product as compared with said materials. Should architectural shingles be used as roofing material, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstance shall three-tab shingles be used as roofing material.
- D. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.
- E. With the exception of patios and private yards, fencing is not permitted in front of any building facing a public street. Patio and private yard fencing is restricted to wrought iron, tubular steel, or tubular aluminum with a maximum height of 4 feet (48 inches).
- F. Two or more distinct building models shall be designed for projects with more than four primary buildings.
- G. A covered entry area shall be designed at the main entry to each building.
- H. A minimum of 75% of all units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space.
- I. No building façade may exceed a length of 75 feet without a break in the façade of a minimum depth of two (2) feet for a minimum length of ten (10) feet.
- J. Four architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but are not limited to:
 - 1) Articulation of building façade
 - 2) Extensions to the building through bay or box windows, and other similar features projecting out from the façade
 - 3) A horizontal change in building materials between stories of a building

- 4) Variation in building materials between vertical intervals
- 5) Variations in window placement
- 6) Architectural features such as shutters, awnings, dormers, chimneys, decorative moldings or ornamental details
- 7) Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition.

Single-Family Residence Buildings

- A. Except as noted below, the exterior walls (excluding windows and doors) on the first-floor front elevation of any structure shall be 90 percent masonry and on the second-floor front elevation shall be 80 percent masonry. The total cumulative surface area of the remaining exterior walls (excluding windows and doors) shall be 80% masonry.
- B. Second floor Dutch gable roof elements are not required to be masonry if set back at least 3 feet from the first-floor front elevation vertical plane.
- C. The masonry standards that apply to the front elevation of a structure as described in subsection (A) above shall also apply to any exterior walls on a structure that are: (i) adjacent to and face a public street or right-of-way; or (ii) visible from and located immediately adjacent to a public park, reserved open space or neighborhood common area, or an undeveloped flood hazard or drainage area that is also adjacent to a public street.
- D. Roofing materials of a structure may only consist of architectural asphalt shingles (including laminated dimensional shingles), clay and concrete tile, metal shingles, mineral-surfaced row roofing, standing seam metal, slate and slate-type shingles, or an equivalent or better product as compared with said materials. Should architectural shingles be used as roofing material, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstance shall three-tab shingles be used as roofing material.

Hike and Bike Trail Easement

- A. Within or within proximity to the 100-year Drainage and Floodway Easement a 10-foot wide hike and bike trail and easement shall be constructed and dedicated to the City. The hike and bike trail shall connect from West White Street (FM 455) to the City of Anna property, Oak Hollow Estates, Phase 6A, Block F, Lot 1X as depicted in Exhibit C. Developer shall receive Park Development Fee credit towards all costs associated with the actual construction of the 10' hike and bike trail.

SECTION 3. NOTICES.

Any and all notices required to be given by either of the parties hereto must be in writing and will be deemed delivered upon personal service, if hand-delivered, or when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To City:	City Manager City of Anna 111 North Powell Parkway PO Box 776 Anna, Texas 75409
To Property Owner:	Anna 51 Joint Venture 2705 Clublake Trail McKinney, Texas 75072 Attn: Don W. Collins, Manager

SECTION 4. MODIFICATIONS OR TERMINATION.

This Agreement may only be modified and/or terminated as follows: (a) by mutual written agreement of the City and Owner or, after a Closing (as hereinafter defined), by a Subsequent Owner instead of Owner; and/or (b) unilaterally by City upon default of the Owner or Subsequent Owner. Notwithstanding the foregoing or any other provision of this Agreement, this Agreement shall terminate and be null and void if the City does not approve the Zoning Change on or before the 24th day of May 2022. The parties acknowledge and agree that the rezoning of the Property is a legislative act and that this Agreement does not bind the City Council to approve any proposed rezoning of the Property.

SECTION 5. DEFAULT.

If Owner, its heirs, successors or assigns or any Subsequent Owner of the Property or any part thereof fails to comply with any of the material terms and conditions included in this Agreement (such defaulting owner referenced herein as "Defaulting Owner"), the City will have the following non-exclusive and cumulative remedies.

- A. Withholding of utilities or withholding or revocation of permits and other approvals required for development and use of the portion of the Property that is the subject of the default (but no other portions of the Property) including without limitation building permits and certificates of occupancy.

- B. The Defaulting Owner shall be liable to pay to the City the sum of \$2,000 for each failure to materially comply with the development standards set forth of this Agreement. The Defaulting Owner shall be liable to pay the City said \$2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. In the event of a breach that is not timely cured as set forth below, the sum of liquidated damages shall be calculated to include each and every day of the occurrence of the breach beginning on the date that the City first provided written notice of such breach under this paragraph and the City shall not be required to provide any subsequent written notices as to subsequent dates or times during which such breach is repeated or continues to occur
- C. The non-defaulting party will additionally have any and all remedies available to it at equity or in law.

Notwithstanding the foregoing, a Defaulting Owner shall not be liable for the remedies under this section unless there is a breach of 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 City provided in accordance with this Agreement describing said breach in reasonable detail (or, if the cure of the breach has diligently and continuously been undertaken but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect the cure, as determined by both Parties mutually and in good faith but in no event shall such additional period exceed 120 days unless agreed to in writing by the parties to this Agreement).

SECTION 6. BINDING ON SUCCESSORS, AGREEMENT RUNS WITH THE LAND.

This Agreement will be binding upon and inure to the benefit of the parties' respective successors, assigns and personal representatives. This Agreement runs with the land and is binding on all subsequent owners of the Property or any portions thereof. This section shall be construed liberally to ensure the Parties' intent that this Agreement shall be enforceable regardless of any change of ownership of or interest in the Property. Notwithstanding anything to the contrary in this Section 6 or elsewhere in this Agreement,

if the Owner or a Subsequent Owner (the "Transferor") conveys, assigns, or transfers its entire interest in the Property or a part thereof (the "transferred Property") to a Subsequent Owner (the "Transferee") who assumes Transferor's obligations under this Agreement with respect to the transferred Property, the Transferor shall be automatically released from its obligations under this Agreement relating to the transferred Property subsequent to the date of transfer.

SECTION 7. INDEMNIFICATION AND HOLD HARMLESS.

THE OWNER OR ANY SUBSEQUENT OWNER OF THE PROPERTY IN THE EVENT OF A CLOSING (THE "INDEMNIFYING PARTY"), HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS"), ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE INDEMNIFYING PARTY, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ANY OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE INDEMNIFYING PARTY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR BY THE CITY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE INDEMNIFYING PARTY AND THE CITY, THE INDEMNIFYING PARTY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE INDEMNIFYING PARTY'S OWN PERCENTAGE OF RESPONSIBILITY. THE INDEMNIFYING PARTY FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY AS OF THE

EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON ANY OF THE INDEMNIFYING PARTIES' REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY. At no time shall the City have any control over or charge of the design, construction or installation of any of the improvements to the Property or related work or undertakings, nor the means, methods, techniques, sequences or procedures utilized for the design, construction or installation related to same. This Agreement does not create a joint enterprise or venture between the City and any of the Indemnified Parties. This section shall survive the termination of this Agreement.

SECTION 8. REQUIREMENT FOR RECORDATION.

This document, including all Exhibits, may be recorded in the Official Records of Collin County, Texas.

SECTION 9. ENTIRE AGREEMENT.

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

SECTION 10. RECITALS AND EXHIBITS.

The recitals herein and exhibits attached hereto are hereby incorporated by reference.

SECTION 11. AUTHORITY.

Owner represents and warrants to the City that the Owner owns the Property and that this Agreement is binding and enforceable on the Property. Owner may sell the Property or a part thereof to a person or entity (the "Closing") prior to commencement of site construction on the property sold, and in such event the Subsequent Owner shall be required to acknowledge and assume all obligations, liabilities and indemnifications under this Agreement.

SECTION 12. INVALID PROVISIONS.

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

SECTION 13. ESTOPPEL.

On or before 15 days after receipt of a written request from an owner of the Property that desires to transfer its interest in the Property or borrow money secured by a mortgage or deed of trust against the Property or a prospective transferee of an owner's interest or an existing or prospective mortgagee, the City will execute and deliver an estoppel certificate stating that, to the best of the City's knowledge: (i) the transferring or borrowing owner is not in default under this Agreement; and (ii) this Agreement is in full force and effect and whether there are any amendments thereto.

SECTION 14. FORCE MAJEURE.

Whenever a period of time is prescribed in this Agreement for a Party (the "Acting Party") to take an action (other than a payment obligation), the Acting Party will not be liable or responsible for, and there will be excluded from the computation of any such time period, the period of time (the "Force Majeure Period") of delays caused by strikes, riots, acts of God, pandemic, enemy action, shortages of labor or materials, war, acts of terrorism, flood, fire, explosion, unavoidable casualty, or any other causes that are beyond the reasonable control of the Acting Party or any of its employees, agents, or contractors, but not any economic hardship, changes in market conditions, and insufficiency of funds ("Force Majeure"). However, a date will only be extended by a Force Majeure Period if the Acting Party gives notice to the other Party of the occurrence or commencement of the event that constitutes Force Majeure within ten days after the Acting Party knows of the existence or commencement of such event, and claims (in such notice) that such event constitutes Force Majeure. A Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

SECTION 15. EFFECTIVE DATE.

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

[Signature Page to follow]

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 _____, 2022, 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

Anna 51 Joint Venture, a Texas Limited Partnership

By: Collins Commercial Realty Inc

By: _____
Don Collins, its President

IN WITNESS WHEREOF:

STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of _____, 2022, appeared Don Collins 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/she executed the same in his/her capacity as President of Collins Commercial Realty Inc in its capacity as general partner of Anna 51 Joint Venture, a Texas Limited Partnership.

Notary Public, State of Texas

EXHIBIT A

BEING that certain tract of land situated in the Thomas Rattan Survey, Abstract Number 782, Collin County, Texas and being all of those tracts of land to Anna 51 Joint Venture L.P. (A Limited Partnership) recorded in Instrument Number 20150120000064460 herein after referred to as Tract 1 and 20200909001518080 herein after referred to as Tract 2, of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said Tract 2, being the southwest corner of a tract of land to Oak Hollow Estates Phase 3 recorded in Volume 5535, Page 4805 and being in the north line of a tract of land to Oak Hollow Estates Phase 6 recorded in Instrument Number 20140423010001240 of said County Records;

THENCE S 88° 38' 11" W, 260.79 feet to the southwest corner of said Tract 2 and being the southeast corner of said Tract 1;

THENCE continuing with the south line of said Tract 1 the following bearings and distances:

S 88° 50' 57" W, 176.39 feet;

S 88° 36' 07" W, 270.58 feet;

S 88° 30' 03" W, 442.69 feet to the southwest corner of said Tract 1 and being in the east line of a tract of land to Caalms Group LLC (A Limited Liability Company) recorded in Instrument Number 20180904001111350 known as Tract 6 of said County Records;

THENCE N 02° 26' 41" W, 1,507.32 feet to the northeast corner of said Caalms Tract and being the southeast corner of a tract of land to Anna Retail Addition Block A recorded in Volume 6024, Page 4397 of said County Records;

THENCE N 02° 44' 57" W, 1,023.96 feet to the northwest corner of said Tract 1, being in the south right-of-way line of Farm-to-Market Road 455 (a variable width right-of-way) and being the beginning of a non-tangent curve to the left;

THENCE along the common line of said south right-of-way line of said F.M. 455 and the north line of said Tract 1 and said Tract 2 the following bearings and distances:

With said non-tangent curve to the left, an arc distance of 212.81 feet, through a central angle of 30° 37' 41", having a radius of 398.10 feet, and a long chord which bears S 63° 28' 02" E, 210.28 feet;

S 78° 46' 52" E, 171.20 feet to the beginning of a curve to the left;

With said curve to the left, an arc distance of 282.66 feet, through a central angle of 21° 25' 00", having a radius of 756.20 feet, and a long chord which bears S 89° 29' 22" E, 281.02 feet;

N 79° 48' 10" E, 321.52 feet;

N 78° 10' 39" E, 75.59 feet to the beginning of a non-tangent curve to the right;

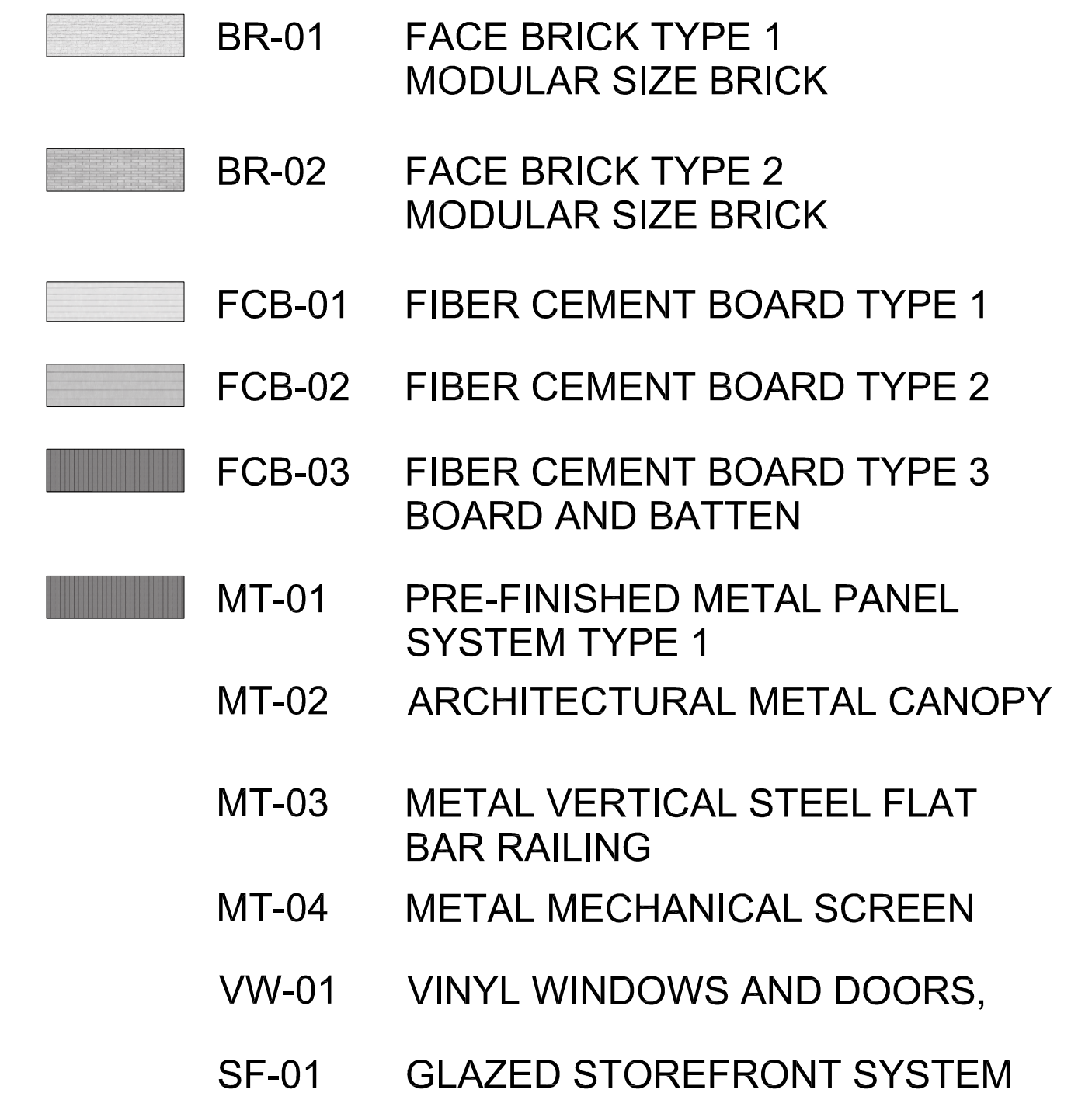
With said non-tangent curve to the right, an arc distance of 183.88 feet, through a central angle of 05° 38' 04", having a radius of 1,869.86 feet, and a long chord which bears N 82° 39' 48" E, 183.81 feet to the northeast corner of said Tract 2;

THENCE S 01° 14' 51" E, 2,467.52 feet to the POINT OF BEGINNING and containing 2,850,071 square feet or 65.429 acres more or less.

[illegible]

PROJECT NO. CCR20001			OWNER ANNA 51 JOINT VENTURE LP 2705 CLUBLAKE TRAIL MCKINNEY, TX 75072 CONTACT: DON COLLINS	PLANNER / ENGINEER PELOTON LAND SOLUTIONS, INC 11000 FRISCO STREET SUITE 400 FRISCO, TEXAS 75034 PHONE: 469-213-1800 CONTACT: DAVID KALHOEFFER	THE VILLAGES AT WATERS CREEK ZONING EXHIBIT BEING A 65.398 ACRE TRACT IN THE IN THE THOMAS RATTON SURVEY, A0782, SITUATED IN CITY OF ANNA, COLLIN COUNTY, TEXAS
FILE PATH J:\USERS\DK\DC\ANNA 65\CONCEPT PLAN					
DRAWN BY MRB					
REVIEWED BY DAK					
DATE MARCH 4, 2020					
DATE	REVISIONS				





Name: _____
Registration #: _____
Date: _____



SCHEMATIC DESIGN



Item No. 7.o.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Lauren Mecke

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend adopted multiple-family residence development standards on one lot on 65± acres located on the south side of W. White Street, 1,315± feet west of Oak Hollow Lane. (Planning Manager Lauren Mecke)

SUMMARY:

HISTORY:

The subject property was rezoned in June 2020 as a Planned Development to allow for commercial uses with modified development standards on Tract A, multiple-family dwellings with modified development standards on Tract B and Detached Single-Family Residential (SF-60) with modified development standards on Tract C (Ord. No. 861-2020). The zoning tract map (right) and the Concept Plan (next page) illustrate the Planned Development zoning.

In January 2022, the final plat for Persimmon Drive (below) was approved (Res. No. 2022-01-1087). The purpose of the final plat was to dedicate the right-of-way for Persimmon Drive to extend from Oak Hollow, Phase 4 to W. White Street. This right-of-way will be the eastern property boundary of the multiple-family residence lot.

REMARKS:

The applicant is requesting to modify the zoning tract map to increase the MF-2 area and reduce the covered parking.

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

Surrounding Land Uses and Zoning

North Across West White Street (FM 455), single-family detached subdivision zoned Planned Development-2001-10 (PD-2001-10)

East Single-family, detached subdivision zoned Planned Development-2000-07 (PD-2000-07) and tire dealer and self-storage/mini-warehouse uses zoned Planned Development-2008-367 (PD-2008-367)

South Single-family, detached subdivision zoned Planned-Development-2003-50 (PD-2003-50)

West Vacant land zoned General Commercial (C-2), Planned Development-972-2022 (PD-972-2022), and Planned Development-2003-107 (PD-2003-107)

Proposed Planned Development Amendment:

The current Planned Development zoning and Concept Plan allows for multiple-family dwellings. The applicant's request increases the size of the area for the multiple-family dwellings (Tract B) and reduces the amount of covered parking required.

Tract Map – The applicant is requesting to amend/increase the acreage of the multiple-family tract from 18.44± acres to 19.48± acres to allow for additional multi-family dwelling unit types. The area being removed from the single-family tract would have been open space owned and maintained by the single-family property owners. The updated concept plan illustrates a hike and bike trail, which is part of the Parks Master Plan and a requirement of the zoning, while also providing parking outside of the gated area adjacent to the trail head.

Parking - Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance requires 75% of the required parking is required to be covered.

- ☐ The applicant is requesting to reduce the required covered parking 75% to 50%.

Maximum Height (Scrivener's Error)

The current zoning (Ord. No. 861-2020) states that a four-story multiple-family dwelling building shall not be located closer than 300 feet from any single-family residence outside of the planned development. However, as represented by the applicant, identified and labeled on the approved concept plan and written in the previous zoning staff report, four-story building separation was to be 250 feet from any single-family detached property. The ordinance as currently written, would allow a four-story building on the multiple-family tract to be setback only 60 feet from the proposed single-family residence lots (SF-60) within the planned development district.

Staff recommends modifying the maximum height to meet the intent of the original zoning as follows:

Maximum Height: 4 story buildings shall be located no closer than 250 300-feet from any lot zoned for a single-family residence zoning not included within this planned development district.

SUMMARY:

Request to amend the zoning tract map and adopted multiple-family residence development standards on one lot on 65± acres located on the south side of W. White Street, 1,315± feet west of Oak Hollow Lane. The property is currently zoned Planned Development-C-1 Restricted Commercial/MF-2 Multiple-Family Residential – High Density/SF-60 Single-Family Residence District (Ord. No. 861-2020).

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The Planning and Zoning Commission recommended approval.

ATTACHMENTS:

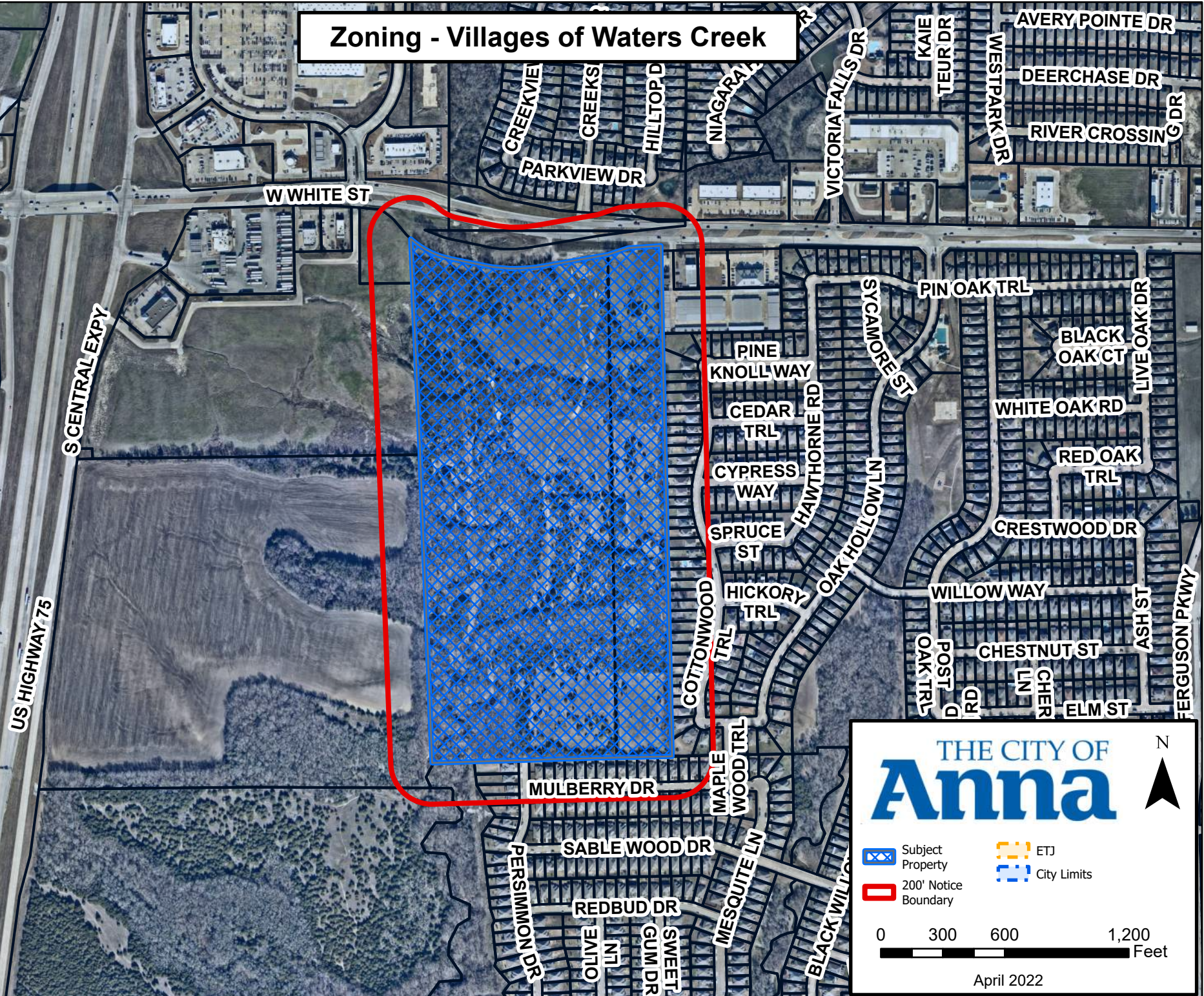
1. Villages of Waters Creek Zoning Locator Map
2. Ordinance - Villages of Waters Creek 2022
3. Exhibit A (Legal Description) Villages of Waters Creek
4. EXHIBIT B (Tract Map) Villages of Waters Creek
5. Exhibit C (CP) Villages of Waters Creek
6. PZ - STAFF REPORT (Zoning) Villages of Waters Creek
7. Existing Zoning (Ord 861-2020 Zoning Villages at Water Creek)

APPROVALS:

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

Created/Initiated - 5/16/2022
Approved - 5/16/2022
Approved - 5/17/2022
Final Approval - 5/17/2022

Zoning - Villages of Waters Creek



CITY OF ANNA, TEXAS
(Villages of Waters Creek; located on the south side of W. White Street, 1,315± feet west of Oak Hollow Lane)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY’S ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas (“City”) has previously adopted ordinances, rules and regulations governing the zoning in the City; and

WHEREAS, the City has received a request to amend the zoning and development regulations in Ordinance No. 861-2020 from Anna 51 Joint Venture LP as described in Exhibit A and shown in Exhibit B (the “Property”) attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna (“City Council”) have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

(Deletions of certain Zoning Ordinance provisions that are not applicable are indicated below in strikethrough text).

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

Section 1. Recitals Incorporated

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

Section 2. Zoning Ordinance Amended

Restrictions:

1. The location of the planned development zoning district shall be in substantial conformance as delineated on the Tract map (Exhibit B) and with the Concept Plan (Exhibit C).

2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as modified per Ord. No. 861-2020 and as otherwise specified herein.

Parking:

Parking: Detached Single-dwelling and two-dwelling buildings: 2 parking spaces per unit

Covered Parking: 50% of the required parking must be covered.

Visitor Parking: 0.25 spaces per unit

Site Boundary: Refer to Exhibit B and Exhibit C to see new site boundary of Ordinance No. 861-2020

Maximum Height: 4 story buildings shall be located no closer than 250 ~~300~~ feet from any lot zoned for a single-family residence ~~zoning not included within this planned development district.~~

3. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Conceptual Development plan. Non-substantial changes of detail on the final development plan(s) that differ from the Conceptual Development plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.
4. The Conceptual Development Plan will expire after two (2) years of approval.

Section 3. **Official Zoning Map**

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. **Savings, Repealing and Severability Clauses**

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

consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

Section 5. Penalty

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

Section 6. Publication of the Caption and Effective Date

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

PASSED by the City Council of the City of Anna, Texas this 24th day of May 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT A

BEING that certain tract of land situated in the Thomas Rattan Survey, Abstract Number 782, Collin County, Texas and being all of those tracts of land to Anna 51 Joint Venture L.P. (A Limited Partnership) recorded in Instrument Number 20150120000064460 herein after referred to as Tract 1 and 20200909001518080 herein after referred to as Tract 2, of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the southeast corner of said Tract 2, being the southwest corner of a tract of land to Oak Hollow Estates Phase 3 recorded in Volume 5535, Page 4805 and being in the north line of a tract of land to Oak Hollow Estates Phase 6 recorded in Instrument Number 20140423010001240 of said County Records;

THENCE S 88° 38' 11" W, 260.79 feet to the southwest corner of said Tract 2 and being the southeast corner of said Tract 1;

THENCE continuing with the south line of said Tract 1 the following bearings and distances:

S 88° 50' 57" W, 176.39 feet;

S 88° 36' 07" W, 270.58 feet;

S 88° 30' 03" W, 442.69 feet to the southwest corner of said Tract 1 and being in the east line of a tract of land to Caalms Group LLC (A Limited Liability Company) recorded in Instrument Number 20180904001111350 known as Tract 6 of said County Records;

THENCE N 02° 26' 41" W, 1,507.32 feet to the northeast corner of said Caalms Tract and being the southeast corner of a tract of land to Anna Retail Addition Block A recorded in Volume 6024, Page 4397 of said County Records;

THENCE N 02° 44' 57" W, 1,023.96 feet to the northwest corner of said Tract 1, being in the south right-of-way line of Farm-to-Market Road 455 (a variable width right-of-way) and being the beginning of a non-tangent curve to the left;

THENCE along the common line of said south right-of-way line of said F.M. 455 and the north line of said Tract 1 and said Tract 2 the following bearings and distances:

With said non-tangent curve to the left, an arc distance of 212.81 feet, through a central angle of 30° 37' 41", having a radius of 398.10 feet, and a long chord which bears S 63° 28' 02" E, 210.28 feet;

S 78° 46' 52" E, 171.20 feet to the beginning of a curve to the left;

With said curve to the left, an arc distance of 282.66 feet, through a central angle of 21° 25' 00", having a radius of 756.20 feet, and a long chord which bears S 89° 29' 22" E, 281.02 feet;

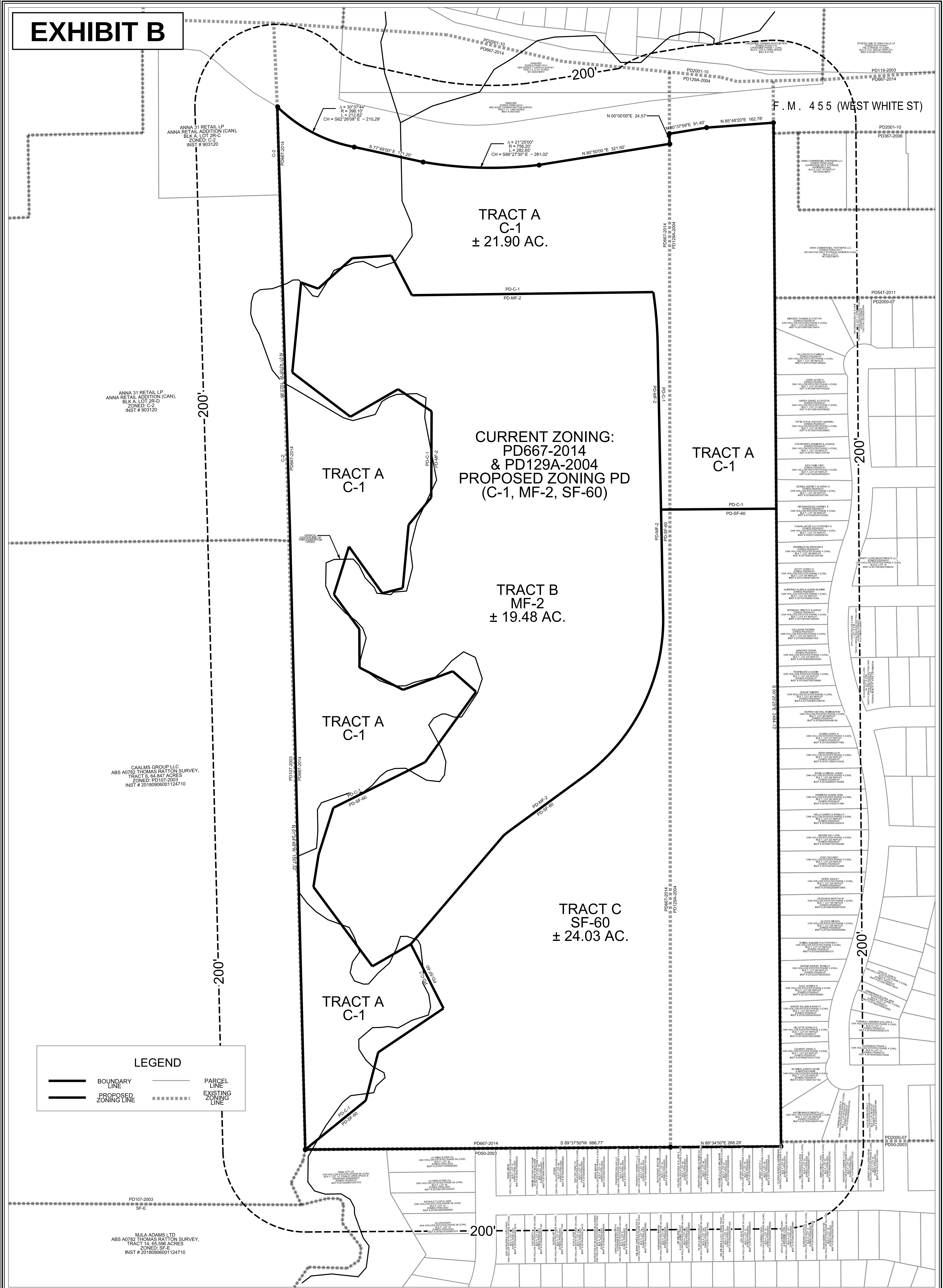
N 79° 48' 10" E, 321.52 feet;

N 78° 10' 39" E, 75.59 feet to the beginning of a non-tangent curve to the right;

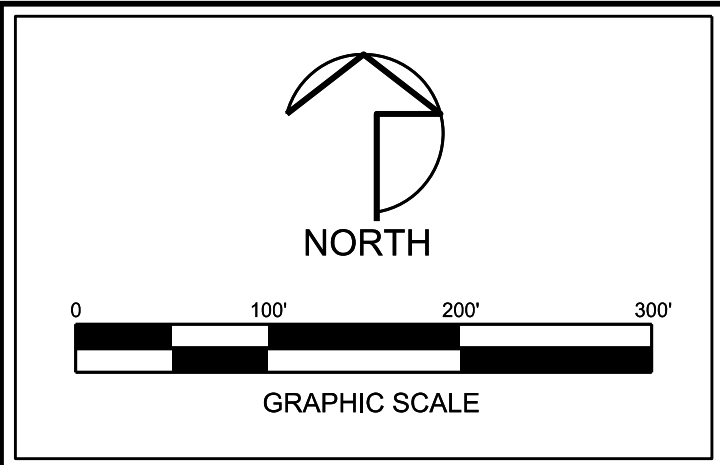
With said non-tangent curve to the right, an arc distance of 183.88 feet, through a central angle of 05° 38' 04", having a radius of 1,869.86 feet, and a long chord which bears N 82° 39' 48" E, 183.81 feet to the northeast corner of said Tract 2;

THENCE S 01° 14' 51" E, 2,467.52 feet to the POINT OF BEGINNING and containing 2,850,071 square feet or 65.429 acres more or less.

EXHIBIT B



PROJECT NO. CCR20001	
FILE PATH J:\USERS\DK\DC\ANNA 65\CONCEPT PLAN	
DRAWN BY MRB	
REVIEWED BY DAK	
DATE MARCH 4, 2020	
DATE	REVISIONS



OWNER

ANNA 51 JOINT VENTURE LP
2705 CLUBLAKE TRAIL
MCKINNEY, TX 75072
CONTACT: DON COLLINS

PLANNER / ENGINEER

PELTON LAND SOLUTIONS, INC
11000 FRISCO STREET
SUITE 400
FRISCO, TEXAS 75034
PHONE: 469-213-1800
CONTACT: DAVID KALHOEFER

THE VILLAGES AT WATERS CREEK

ZONING EXHIBIT

BEING A 65.398 ACRE TRACT IN THE IN THE THOMAS RATTON SURVEY, A0782, SITUATED IN CITY OF ANNA, COLLIN COUNTY, TEXAS



CITY OF ANNA

PLANNING & ZONING COMMISSION

May 2, 2022

Public Hearing: Modify existing Planned Development zoning

Applicant: Anna 51 Joint Venture LP

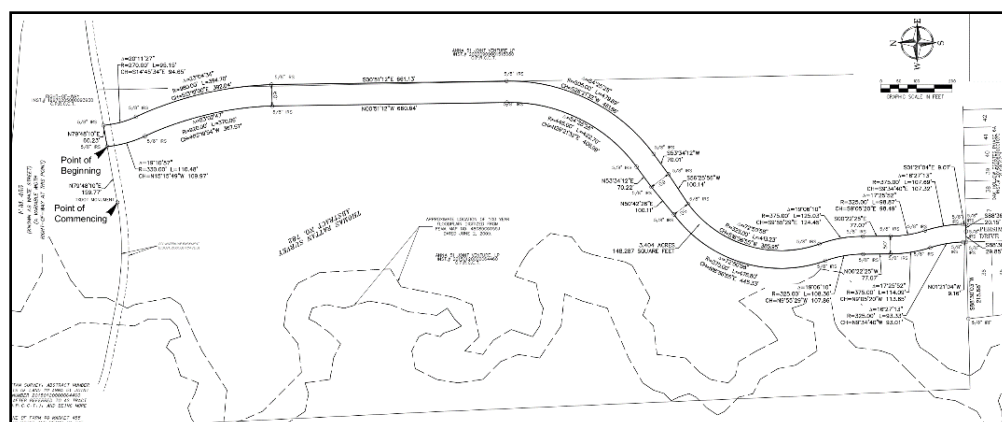
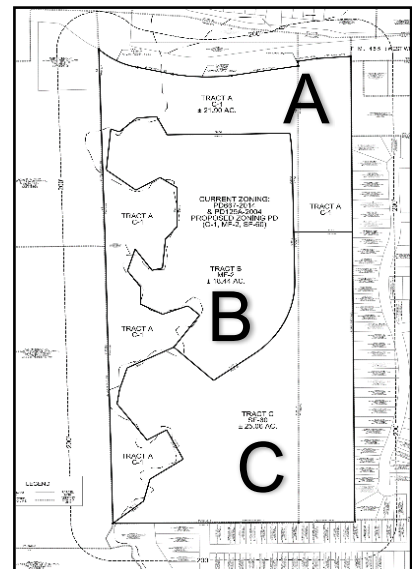
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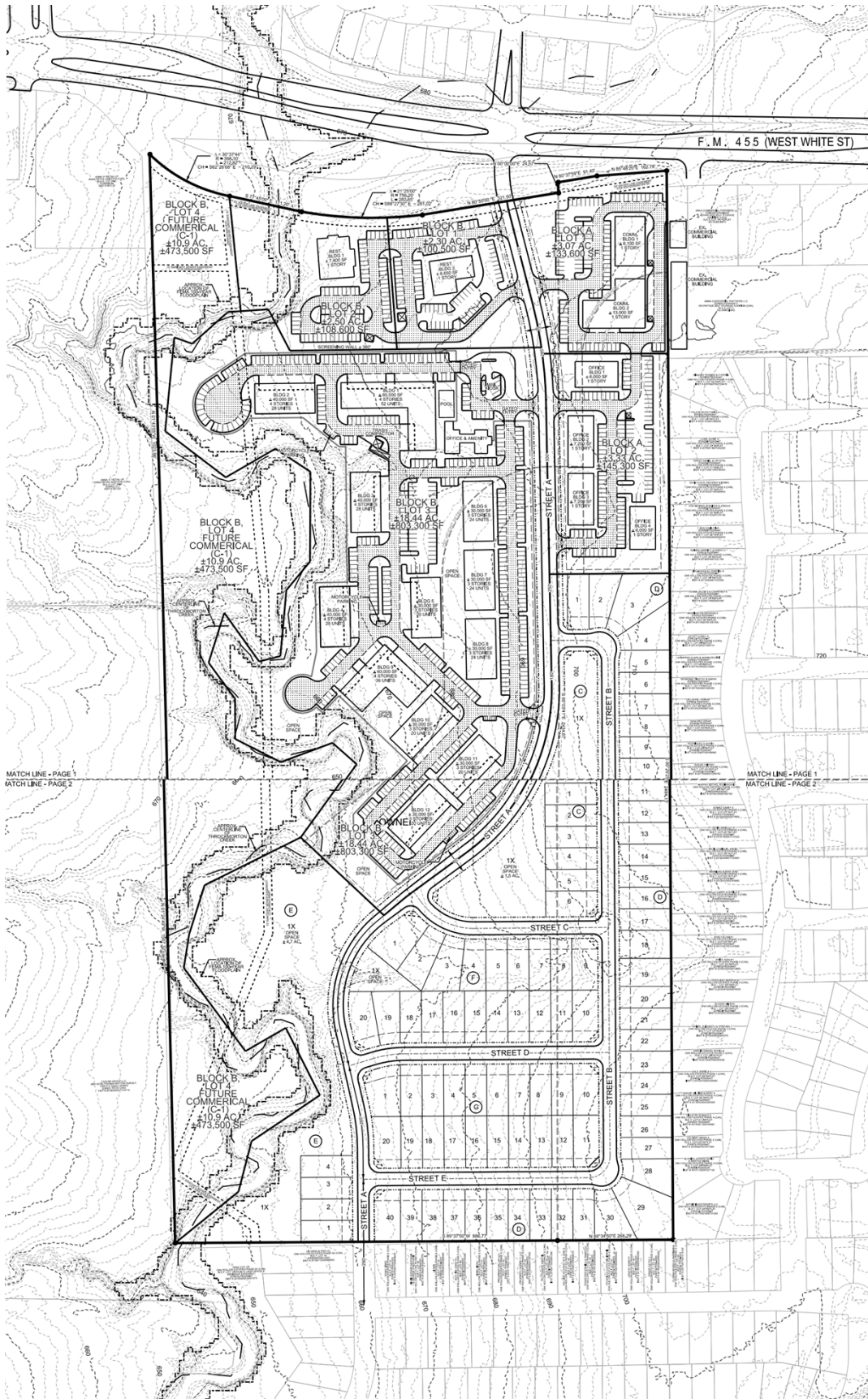
Request to amend the zoning tract map and adopted multiple-family residence development standards on one lot on 65± acres located on the south side of W. White Street, 1,315± feet west of Oak Hollow Lane. The property is currently zoned Planned Development-C-1 Restricted Commercial/MF-2 Multiple-Family Residential – High Density/SF-60 Single-Family Residence District (Ord. No. 861-2020).

HISTORY:

The subject property was rezoned in June 2020 as a Planned Development to allow for commercial uses with modified development standards on Tract A, multiple-family dwellings with modified development standards on Tract B and Detached Single-Family Residential (SF-60) with modified development standards on Tract C (Ord. No. 861-2020). The zoning tract map (*right*) and the Concept Plan (*next page*) illustrate the Planned Development zoning.

In January 2022, the final plat for Persimmon Drive (*below*) was approved (Res. No. 2022-01-1087). The purpose of the final plat was to dedicate the right-of-way for Persimmon Drive to extend from Oak Hollow, Phase 4 to W. White Street. This right-of way will be the eastern property boundary of the multiple-family residences lot.





REMARKS:

The applicant is requesting to modify the zoning tract map to increase the MF-2 area and reduce the covered parking.

A Planned Development (PD) district is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

Surrounding Land Uses and Zoning

North	Across West White Street (FM 455), single-family detached subdivision zoned Planned Development-2001-10 (PD-2001-10) [Creekside Phase 1]
East	Single-family, detached subdivision zoned Planned Development-2000-07 (PD-2000-07) [Oak Hollow Estates Phase 4] and tire dealer and self-storage/mini-warehouse uses zoned Planned Development-2008-367 (PD-2008-367)
South	Single-family, detached subdivision zoned Planned-Development-2003-50 (PD-2003-50) [Oak Hollow Estates Phase 6A]
West	Vacant land zoned General Commercial (C-2), Planned Development-972-2022 (PD-972-2022), and Planned Development-2003-107 (PD-2003-107)

Proposed Planned Development Amendment:

The current Planned Development zoning and Concept Plan allows for multiple-family dwellings. The applicant's request increases the size of the area for the multiple-family dwellings (Tract B) and reduces the amount of covered parking required.

Tract Map – The applicant is requesting to amend/increase the acreage of the multiple-family tract from 18.44± acres to 19.48± acres to allow for additional multi-family dwelling unit types. The area being removed from the single-family tract would have been open space owned and maintained by the single-family property owners. The updated concept plan illustrates a hike and bike trail, which is part of the Parks Master Plan and a requirement of the zoning, while also providing parking outside of the gated area adjacent to the trail head.

Parking - Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance requires 75% of the required parking is required to be covered.

- The applicant is requesting to reduce the required covered parking 75% to 50%.

Maximum Height (Scrivener's Error)

The current zoning (Ord. No. 861-2020) states that a four-story multiple-family dwelling building shall not be located closer than 300 feet from any single-family residence outside of the planned development. However, as represented by the applicant, identified and labeled on the approved concept plan and written in the previous zoning staff report, four-story building separation was to be 250 feet from any single-family detached property. The ordinance as currently written, would allow a four-story building on the multiple-family tract to be setback only 60 feet from the proposed single-family residence lots (SF-60) within the planned development district.

Staff recommends modifying the maximum height to meet the intent of the original zoning as follows:

Maximum Height: 4 story buildings shall be located no closer than 250 ~~300~~ feet from any lot zoned for a single-family residence ~~zoning not included within this planned development district.~~

SUMMARY:

Request to amend the zoning tract map and adopted multiple-family residence development standards on one lot on 65± acres located on the south side of W. White Street, 1,315± feet west of Oak Hollow Lane. The property is currently zoned Planned Development-C-1 Restricted Commercial/MF-2 Multiple-Family Residential – High Density/SF-60 Single-Family Residence District (Ord. No. 861-2020).

RECOMMENDATION:

Below are recommended restrictions if the Commission votes in favor of the request:

Restrictions:

1. The location of the planned development zoning district shall be in substantial conformance as delineated on the Tract map (Exhibit B) and with the Concept Plan (Exhibit C).
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as modified per Ord. No. 861-2020 and as otherwise specified herein.

Parking:

Parking: Detached Single-dwelling and two-dwelling buildings: 2 parking spaces per unit

Covered Parking: 50% of the required parking must be covered.

Visitor Parking: 0.25 spaces per unit

Site Boundary: Refer to Exhibit B and Exhibit C to see new site boundary within of Ordinance No. 861-2020

Maximum Height: 4 story buildings shall be located no closer than ~~250~~ 300 feet from any lot zoned for a single-family residence ~~zoning not included within this planned development district.~~

3. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Conceptual Development plan. Non-substantial changes of detail on the final development plan(s) that differ from the Conceptual Development plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.
4. The Conceptual Development Plan will expire after two (2) years of approval.

CITY OF ANNA, TEXAS

(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)

ORDINANCE NO. 861-2020

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing the zoning in the City; and

WHEREAS, the City has received a requested rezoning on Property described in Exhibit A ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said zoning for Property generally located on the south side of West White Street [F.M. 455], 1,293± feet west of Oak Hollow Lane is being rezoned from Planned Development-129A-2004 and Planned Development-667-2014 to Planned Development-Restricted Business District/Multiple-family – High Density/Single-Family Residential District (PD-C-1/MF-2/SF-60) on 65.0± acres; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. Recitals Incorporated

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

Section 2. Zoning Change

The Anna City Code of Ordinances are hereby amended by changing the zoning of the Planned Development-129A-2004 and Planned Development-667-2014 to create a new concept plan, as depicted in the Concept Plan on the attached Exhibit B and the zoning tract map on the attached Exhibit C.

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of high-quality development along West White Street. Within this District are permitted certain retail, service, office, and residential uses.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City's Zoning Ordinance shall apply. For purposes of this Planned Development District, the following terms shall be defined as follows:

- a. "Masonry" means brick, tile, manmade or natural stone, cast stone, rock, marble, granite, curtain glass, glass block, exposed aggregate concrete panels, decorative concrete panels, split face concrete block or any construction consisting of concrete panels including, but not limited to "tilt-wall" construction, or any other materials similar to these materials approved by the Director of Development Services.
- b. Exterior insulation finish system ("EIFS") can only be used as accent and must be at least twelve feet (12') above the finished floor elevation.

3. Development Standards.

Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the C-1 Restricted Commercial, MF-2 Multiple-Family Residential - High Density, and SF-60 Single-Family Residence zoning districts except as otherwise specified herein.

a. C-1 Restricted Commercial

1. Permitted Uses by-right

- A. Child-care center
- B. Nursery school, kindergarten

2. Prohibited Uses in Block A, Lot 2;

- A. Auto parts sales
- B. Auto repair, minor
- C. Automobile service station
- D. Bakery and confectionery, Commercial
- E. Bed and Breakfast Facility

- F. Boarding or rooming house
- G. Bowling Alley
- H. Building materials hardware
- I. Car wash
- J. Civic Center
- K. Cleaning and dyeing, small shop
- L. Community Center, private
- M. Community Center, public
- N. Construction yard
- O. Convenience store
- P. Discount, variety or department store
- Q. Electrical substation
- R. Feed and farm supply
- S. Food and beverage store
- T. Food and beverage store
- U. Food store, grocery store
- V. Fraternal Organization
- W. Furniture and appliance store
- X. Furniture, appliance store (outside storage)
- Y. Gas Metering station
- Z. Hotel
- AA. Motor, motor hotel, motor lodge
- BB. Motorcycle sales and service
- CC. Park, playground or rec. center (public)
- DD. Parking Lot or parking garage
- EE. Pet Shop
- FF. Private clubs
- GG. Quick oil change facility
- HH. Quick tune-up facility
- II. Registered family home
- JJ. Residence hotel
- KK. Rest home or nursing home

- LL. Restaurant or cafeteria
- MM. Retail Ice and Dispensed Water sales
- NN. School, private (primary and/or secondary)
- OO. School, public (primary and/or secondary)
- PP. School, trade or commercial
- QQ. Servant's, caretaker's, or guard's residence
- RR. Service yard of government agency
- SS. Shopping center
- TT. Stadium or playfield
- UU. Swimming pool
- VV. Taxidermist
- WW. Telephone exchange
- XX. Theater (indoor)
- YY. Tire Dealer

- 3. Front yard setback: 20 feet
- 4. Maximum height: 35 feet (1 story)
- 5. Maximum lot coverage: 45%
- 6. Point of access: Two points of vehicular access for Lot 2, Block B shall be allowed through Lot 1, Block B as shown on the approved concept plan.
- 7. Block A, Lot 2 shall provide a minimum 20-foot landscape buffer along the eastern property boundary shared with the Oak Hollow Estates residential subdivision.

b. MF-2 Multiple-Family Residential - High Density

- 1. Maximum Height: 4 story / 65 feet
 - A. 4 story buildings shall be located no closer than 300 feet from any single-family residence zoning not included within this planned development district.
- 2. Maximum Number of Units: 325
- 3. Minimum usable open space: 20% of the MF-2 development area
 - A. The 100-year flood plain shall not count towards open space.

- B. One open space area shall be at least twenty thousand (20,000) square feet in size with a minimum dimension of fifty (50) feet and must have no slope greater than ten (10) percent.
 - C. One amenity center and pool.
 - D. A hike & bike trail along the creek outside of the proposed fence.
 - E. Remaining areas to count towards open space shall be at least 8,000 square feet in size with a minimum dimension of 15 feet.
 - F. Three square feet may be applied for each square foot utilized for swimming pools and adjacent decks, patios, or lounge areas within 10 feet of a pool; developed and equipped children's play areas; and usable portions of recreational buildings.
4. Parking:
- A. 1 space / Studio & 1 bedroom units
 - B. 2 spaces / 2 & 3 bedroom units
5. Screening: Boarder fencing of masonry construction of not less than eight feet in height shall be installed along the property line on any perimeter not abutting a creek, public street, right-of-way or other various forms of open space.
6. Design Standards (Multiple-Family Residence):
- A. Masonry (Brick/Rock veneer): Eighty (80) percent for the first three stories, and Seventy (70) percent for the fourth story.
 - B. Screening Requirements: Various forms of border fencing shall be permitted and approved upon submittal of site plan and/or construction plans. Any masonry wall or metal fence may be a minimum of six (6') feet but no higher than eight (8') feet and shall be installed at the time of construction, along the property line of any perimeter not abutting a creek, public street or right-of-way and other various forms of open space. The fence shall be maintained throughout the existence of the multi-family complex by the owner of the complex. The options for such fences are outlined below:
 - i. A solid masonry screen wall with columns every fifty (50') feet.
 - ii. A screen wall consisting of masonry and ornamental metal fencing. A minimum of 50% of the wall shall be masonry.

iii. A screen wall consisting of ornamental metal fence and an evergreen living screen. Plant material shall be a minimum of three (3') feet at the time of planting.

C. Refuse Facilities: Trash compactors shall be permitted as an alternative to individual refuse facility locations. Trash compactor facilities shall be internal to buildings or screened from view on three sides by a masonry wall not less than seven feet nor more than eight feet in height. Solid metal gates of an equal height to the enclosure height must be provided on the truck collection side of the enclosure.

c. SF-60 Single-Family Residence

1. Minimum side yard, interior setback: 5 feet
2. Minimum rear yard setback: 20 feet
3. Minimum lot width: 50 feet; or 45 feet at cul-de-sac or elbow
4. Maximum lot coverage: 50%
5. Lots backing to open space: Fences along the rear lot line shall be ornamental metal and not less than fifty-four (54") inches tall.

Section 3. Official Zoning Map

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. Savings, Repealing and Severability Clauses

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

Section 5. **Penalty**

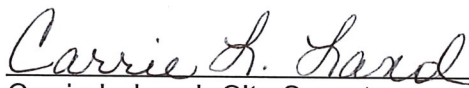
Any violation of any of the terms of this ordinance, whether denominated in this ordinance as unlawful or not, shall be deemed a misdemeanor. Any person convicted of any such violation shall be fined in an amount not to exceed \$2,000 for each incidence of violation. Each day a violation exists is considered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

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

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

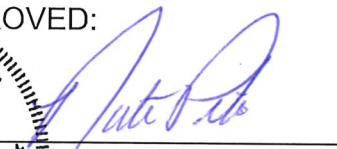
PASSED by the City Council of the City of Anna, Texas this 23rd day of June, 2020.

ATTESTED:

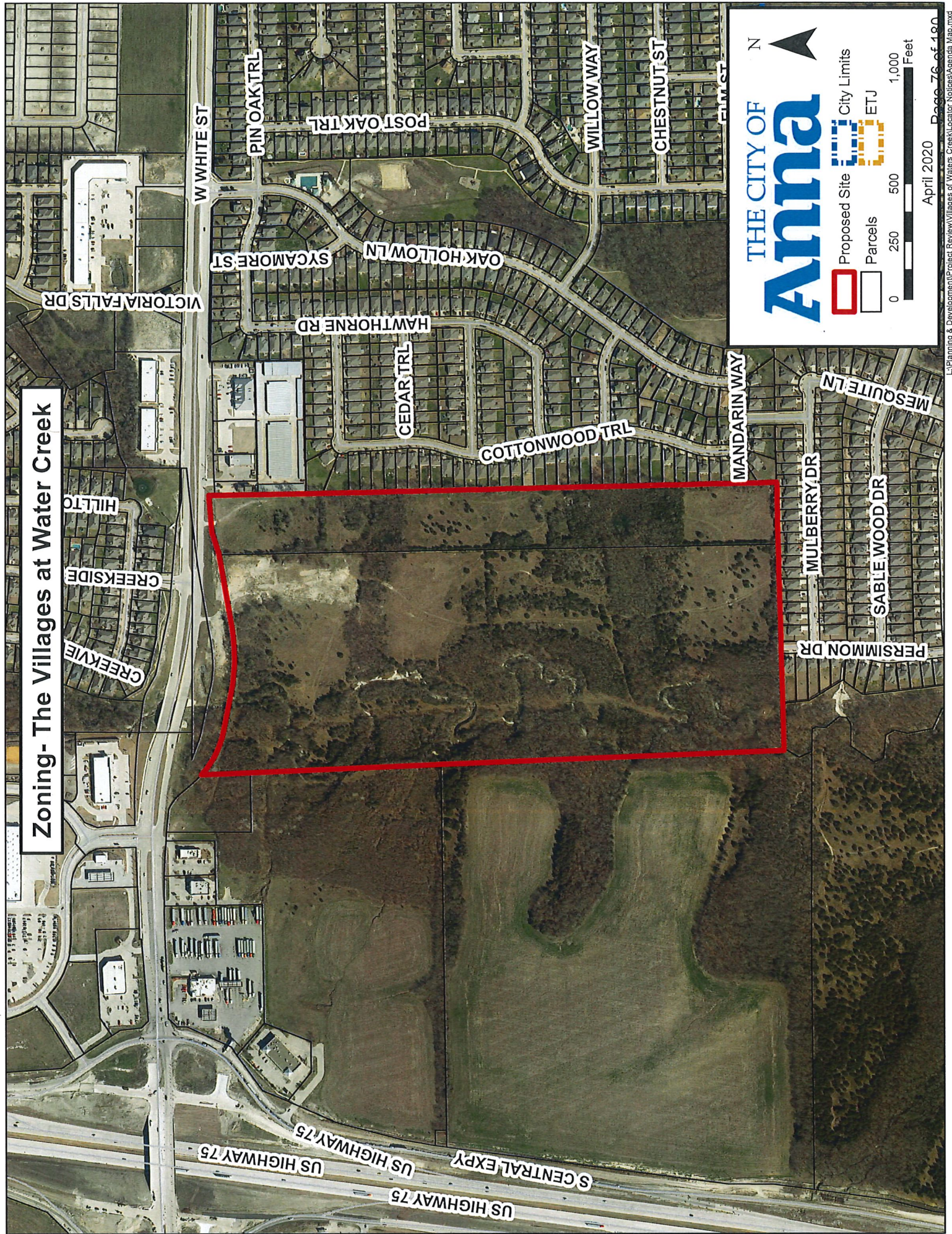

Carrie L. Land, City Secretary



APPROVED:


Nate Pike, Mayor

Zoning- The Villages at Water Creek



CITY OF ANNA

CITY COUNCIL

June 23, 2019

Applicant: David Kalhoefer, Peloton Land Solutions & Don Collins

DESCRIPTION:

Request to rezone 65.0± acres located on the south side of West White Street 1,293± feet west of Oak Hollow Lane in order to amend existing planned development standards. Zoned: Planned Development-129A-2004 and Planned Development-667-2014. This item was tabled at the May 4, 2020 Planning & Zoning Commission meeting and recommended for approval at the June 1, 2020 Planning & Zoning Commission meeting.

REMARKS:

The applicant is requesting to amend the existing zoning to modify the locations and development standards associated with the allowed land uses granted under the existing zoning.

The subject property is currently undeveloped. A concept plan (Exhibit B) accompanies this request.

History

The zoning request involves two tracts of land. Planned Development-667-2014 is a 51-acre tract that was a portion of the 117 acres Harlow Trust tract annexation and zoned Single-family residential district (SF-60) in May 2003. The concept plan showed a neighborhood park and 139 residential lots to be called Park Place. The tract was rezoned in August 2014 to the current Planned Development called Villages of Park Place. The planned development allowed for a mixture of commercial, multiple-family residences (up to 250 units), single-family dwellings, attached under the Townhome District (SF-TH) requirements, and/or Single-family Residence District – Zero Lot Line Homes (SF-Z).

Planned Development-129A-2004 is a 14-acre tract called the Purser Tract and was annexed into the city in September 2003. The property was zoned in March 2004 to the current Planned Development with General Business District along West White Street. City Council added a stipulation to the request which restricted the commercial section to match the property boundary of the commercial portion within the Oak Hollow planned development (present-day Advantage Storage located at 2211 W White Street) with the remainder to be zoned Agricultural District.

Neither tract has been developed.

Surrounding Land Uses and Zoning

North	Across West White Street (FM 455), single-family detached subdivision zoned Planned Development-2001-10 (PD-2001-10) [Creekside Phase 1]
East	Single-family, detached subdivision zoned Planned Development-2000-07 (PD-2000-07) [Oak Hollow Estates Phase 4] and tire dealer and self-storage/mini-warehouse uses zoned Planned Development-2008-367 (PD-2008-367)
South	Single-family, detached subdivision zoned Planned-Development-2003-50 (PD-2003-50) [Oak Hollow Estates Phase 6A]
West	Vacant land zoned Commercial (C-1) and Planned Development-2003-107 (PD-2003-107)

Proposed Planned Development Stipulations

The requested zoning is PD-C-1/MF-2/SF-60. This Planned Development is proposed as a multi-use development that transitions the uses adjacent to the existing residential subdivisions and commercial businesses. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to rezone the subject property to allow for a mix of single-family and multiple-family uses and nonresidential uses.

Design Standards - The language in the proposed PD district would allow this site to be developed with a mix of residential and nonresidential uses oriented along a central street with required open space, and modified development standards.

Conformance with the City of Anna Strategic Plan and Comprehensive Plan

Anna Vision 2034

- a. Principle 3: Beautiful Community
 - i. Preserve natural areas/open space
- b. Principle 5: Great Housing Opportunities
 - i. Diverse housing choices for all family generations: small lots, townhomes, estate homes, "ranchette", apartments, mixed-use development.
 - ii. Safe, well-design, well-maintained multi-family rental housing.
- a. Principle 6: Dynamic Business Community

- i. Attractive commercial centers with well-designed and well-maintained landscaping.
- ii. Ability of neighbors to work in Anna.

City of Anna Goals for 2024

- a. Growing Anna Economy
 - i. Expand the commercial tax base
 - ii. More jobs for neighbors
 - iii. Expand retail businesses
- b. Sustainable Anna Community Through Planned, Managed Growth
 - i. Having new buildings and homes that are attractive and using the appropriate building materials and meeting City's architectural standards.
 - ii. Having a range of housing choice available in Anna.
- c. Anna – A Great Place to Live
 - i. Increase the number of “family-oriented” restaurants
 - ii. Increase the number of retail businesses

Future Land Use Plan – The Future Land Use Plan designates this property as Commercial (red), Single-Family (yellow) and Parks (green).

Commercial is land or buildings where merchandise or services are offered for sale. The primary purpose of the land is to provide a location for displaying merchandise or communicating services in a manner that enhances the convenient retail sale of goods and services. The role of commercial activity in the city is to provide convenient and available retail, service, and office opportunities to residents of the Anna market area.

Commercial activity provides return on investment for business and property owners, employment opportunities for local residents (neighbors), and an economic base for local taxing entities. Commercial activity



generally supports community residential activity, but certain aspects of the retail, service, and office uses such as big-box retail, and service and office headquarters may be more regionally oriented and act as basic elements of the economy.

Parks are land devoted to active or passive recreation, or preservation of open space, natural beauty, or environmentally sensitive lands. Locally significant park and pedestrian/open space opportunities exist in Anna. Additional recreational development with a better distribution into all areas of the City is needed.

Residential: Land on which there exists one or more dwelling units, including accessory buildings; the primary use being for sheltering individuals, families, or groups of persons. Single-family includes those permanent structures, which were originally designed to provide housing for one family unit.

ISSUES:

Multiple-Family residence height:

As part of the zoning modification the applicant is proposing a four (4) story multi-family residence product, not to exceed sixty-five (65) feet). The existing zoning allows for three (3) stories, not to exceed forty-five (45) feet allowing projections not used for human occupancy to extend five (5) feet above the 45-foot limitation. To address massing concerns associated with a four (4) story project the applicant is proposing to restrict the location of these buildings a distance of 250 feet of any single-family, detached property. This distance increases to over 525 feet from any existing single-family residence located within the Oak Hollow subdivisions. Existing zoning for this property would allow three-story multiple-family residences to be closer to the adjacent residential subdivisions. The concept plan depicts building 11 as being separated by 394 feet from Oak Hollow Phase 4 properties and building 12 is shown as being over 900 feet away from Oak Hollow Phase 6A properties. The current zoning of this property allows multiple-family residences over one story to be a minimum of 60 feet from single-family, detached properties. Additionally, the natural topography of the site lowers in elevation moving west and will further reduce the impact of the increased height request. The topography and setback distance between the proposed single-family, detached properties and proposed multiple-family residences will significantly reduce the impact of the increased height.

Multiple-family residence unit count:

The existing zoning allows for a density of 18 units per acre with a maximum of 250 units. The applicant is requesting to increase the maximum allowance to 325 units. 325 units for the 18.4± acre tract would be 18 units per acre. Additionally, the applicant has replaced the currently permitted Single-family Residence District – Zero Lot Line Homes (SF-Z) and Townhome District (SF-TH) with the lower density Single-family Residence District (SF-60). SF-60 is the base zoning for the Oak Hollow subdivisions.

Preservation of green space.

Concerns about preserving green space should not overstep the vested rights or regulations in place. Any development of the two tracts will require a tree survey, tree

replacements, and additional tree requirements as part of the Landscape Regulations and Tree Preservation Ordinance. The current agricultural zoning of the 14-acre tract along Oak Hollow Phase 4 currently permits the development of up to 12 single-family dwelling, detached residences on one-acre lots. Most of the property west of the creek is not developable as the property boundaries currently exists and will require coordination with the adjacent property owners. If these areas do develop, they will go through the development review process. Furthermore, Persimmon Drive in Oak Hollow Phase 6A was constructed so that it would one day connect to this property.

Due to the slope of the property and location of Throckmorton Creek, the site is very suitable for preservation and passive open space. The areas identified as open space east of the creek exceeds the area of the park designation of the Future Land Use Map. The applicant is proposing a linear greenbelt through Hike & Bike Trail easements along Throckmorton Creek connecting the future restaurants along West White Street to the residential lots and create the possibility of future connection to the city-owned, Oak Hollow Estates Phase 6, Block F, Lot 1X, open space lot.

Commercial zoning and land use - Block A, Lot 2

At the May 4, 2020 Planning & Zoning Commission meeting, Commission members expressed concerns with the proposed limits of the non-residential zoning for Block A, Lot 2 in addition to the land uses that would be allowed. The Commission identified a City Council's stipulation from the 2004 zoning case that restricted the limits of the existing commercial zoning to match the adjacent zoning of the self-storage, mini-warehouse facility.

The proposed zoning request is considered as a less intense zoning classification due to the intensity of commercial uses allowed and the limitation on maximum building height to one story / 25 feet. With input from the Commission, the applicant has modified the request for Block A, Lot 2 to limit the permitted uses:

Block A, Lot 2	
Prohibited Uses	Permitted Uses
Auto parts sales	Accessory building to main use [Accessory]
Auto repair, minor	Amusement, commercial (indoor) w/SUP
Automobile service station	Antique shop
Bakery and confectionery, Commercial	Arcade w/SUP
Bed and Breakfast Facility	Arts, crafts store (inside sales)
Boarding or rooming house	Bakery and confectionery, retail sales
Bowling Alley	Bank, savings and loan, credit union
Building materials hardware	Barber Shop
Car wash w/SUP	Beauty culture school; cosmetology spec. shop
Civic Center	Beauty shop
Cleaning and dyeing, small shop w/SUP	Child-care center
Community Center, private	Church, rectory, place of worship

Block A, Lot 2	
Prohibited Uses	Permitted Uses
Community Center, public	Clinic, medical or dental
Construction yard	Construction yard (temporary) [Accessory]
Convenience store	Continuing care facility
Discount, variety or department store	Custom personal service shop
Electrical substation	Drapery, needlework, or weaving shop
Feed and farm supply	Dwelling units, restricted to a total gross floor area of 5,000 square feet above the group floor of a commercial buildings w/SUP
Food and beverage store	Field or sales office, temporary [Accessory]
Food store, grocery store	Florist
Fraternal Organization	Garage, private [Accessory]
Furniture and appliance store	Garden center (retail sales)
Gas Metering station	General merchandise store
Hotel	Gymnastic or dance studio
Motor, motor hotel, motor lodge	Handcraft shop
Motorcycle sales and service	Health club; gymnasium
Park, playground or rec. center (public)	Household appliance service and repair w/SUP
Parking Lot or parking garage	Laboratory, medical or dental w/SUP
Pet Shop	Laundry and cleaning, self-service
Private clubs	Library
Quick oil change facility	Massage therapy facility
Quick tune-up facility	Medical supplies, sales and service w/SUP
Registered family home w/SUP	Metal dealer, crafter precious
Residence hotel	Museum or art gallery
Rest home or nursing home w/SUP	Nursery school, kindergarten
Restaurant or cafeteria	Office center
Retail Ice and Dispensed Water sales	Office, prof. or general administration
School, private (primary and/or secondary)	Park, playground or rec. center (private) w/SUP
School, public (primary and/or secondary)	Personal service shop
School, trade or commercial	Pharmacy
Servant's, caretaker's, or guard's residence w/SUP	Post office, government and private
Service yard of government agency	Print shop w/SUP
Shopping center	Racquetball facilities w/SUP
Stadium or playfield	Retail shops and stores other than listed

Block A, Lot 2	
Prohibited Uses	Permitted Uses
Swimming pool	Retirement housing w/SUP
Taxidermist	Secondhand store, furniture/clothing w/SUP
Telephone exchange	Service, retail w/SUP
Theater (indoor)	Studio (photographer, musician, artist)
Tire Dealer	Studio for radio and television
	Tanning salon
	Veterinarian clinic (no outside pens) w/SUP
	Washeteria w/SUP
	Wind energy system w/SUP [Accessory]

SUMMARY:

Request to rezone 65.0± acres located on the south side of West White Street 1,293± feet west of Oak Hollow Lane in order to amend existing planned development standards. Zoned: Planned Development-129A-2004 and Planned Development-667-2014. The request is similar to the existing zoning with additional allowance to the number of multiple-family residence units permitted and building height and is in conformance with the recommendations of the Comprehensive Plan. The applicant has included stipulations to create a multi-use development which will allow for appropriate transitions to the existing and proposed residential subdivisions. For these reasons, staff is in support of the rezoning request.

RECOMMENDATION:

The Planning & Zoning Commission, at their June 1, 2020 meeting, recommended approval as follows:

Restrictions:

Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the C-1 Restricted Commercial, MF-2 Multiple-Family Residential - High Density, and SF-60 Single-Family Residence zoning districts except as otherwise specified herein.

a. C-1 Restricted Commercial

1. Permitted Uses by-right

- A. Child-care center
- B. Nursery school, kindergarten

2. Prohibited Uses for Block A, Lot 2;

- A. Auto parts sales
- B. Auto repair, minor
- C. Automobile service station
- D. Bakery and confectionery, Commercial
- E. Bed and Breakfast Facility
- F. Boarding or rooming house
- G. Bowling Alley
- H. Building materials hardware
- I. Car wash
- J. Civic Center
- K. Cleaning and dyeing, small shop
- L. Community Center, private
- M. Community Center, public
- N. Construction yard
- O. Convenience store
- P. Discount, variety or department store
- Q. Electrical substation
- R. Feed and farm supply
- S. Food and beverage store
- T. Food store, grocery store
- U. Fraternal Organization
- V. Furniture and appliance store
- W. Furniture, appliance store (outside storage)
- X. Gas Metering station
- Y. Hotel
- Z. Motor, motor hotel, motor lodge
- AA. Motorcycle sales and service
- BB. Park, playground or rec. center (public)
- CC. Parking Lot or parking garage
- DD. Pet Shop
- EE. Private clubs

- FF. Quick oil change facility
 - GG. Quick tune-up facility
 - HH. Registered family home
 - II. Residence hotel
 - JJ. Rest home or nursing home
 - KK. Restaurant or cafeteria
 - LL. Retail Ice and Dispensed Water sales
 - MM. School, private (primary and/or secondary)
 - NN. School, public (primary and/or secondary)
 - OO. School, trade or commercial
 - PP. Servant's, caretaker's, or guard's residence
 - QQ. Service yard of government agency
 - RR. Shopping center
 - SS. Stadium or playfield
 - TT. Swimming pool
 - UU. Taxidermist
 - VV. Telephone exchange
 - WW. Theater (indoor)
 - XX. Tire Dealer
3. Front yard setback: 20 feet
 4. Maximum height: 35 feet (1 story)
 5. Maximum lot coverage: 45%
 6. Point of access: Two points of vehicular access for Lot 2, Block B shall be allowed through Lot 1, Block B as shown on the approved concept plan.

b. MF-2 Multiple-Family Residential - High Density

1. Maximum Height: 4 story / 65 feet
 - A. 4 story buildings shall be located no closer than 300 feet from any single-family residence zoning not included within this planned development district.
2. Maximum Number of Units: 325

3. Minimum usable open space: 20% of the MF-2 development area
 - A. The 100 year flood plain shall not count towards open space.
 - B. One open space area shall be at least twenty thousand (20,000) square feet in size with a minimum dimension of fifty (50) feet and must have no slope greater than ten (10) percent.
 - C. One amenity center and pool.
 - D. A hike & bike trail along the creek outside of the proposed fence.
 - E. Remaining areas to count towards open space shall be at least 8,000 square feet in size with a minimum dimension of 15 feet.
 - F. Three square feet may be applied for each square foot utilized for swimming pools and adjacent decks, patios, or lounge areas within 10 feet of a pool; developed and equipped children's play areas; and usable portions of recreational buildings.
4. Parking:
 - A. 1 space / Studio & 1 bedroom units
 - B. 2 spaces / 2 & 3 bedroom units
5. Screening: Boarder fencing of masonry construction of not less than eight feet in height shall be installed along the property line on any perimeter not abutting a creek, public street, right-of-way or other various forms of open space.
6. Design Standards (Multiple-Family Residence):
 - A. Masonry (Brick/Rock veneer): Eighty (80) percent for the first three stories, and Seventy (70) percent for the fourth story.
 - B. Screening Requirements: Various forms of border fencing shall be permitted and approved upon submittal of site plan and/or construction plans. Any masonry wall or metal fence may be a minimum of six (6') feet but no higher than eight (8') feet and shall be installed at the time of construction, along the property line of any perimeter not abutting a creek, public street or right-of-way and other various forms of open space. The fence shall be maintained throughout the existence of the multi-family complex by the owner of the complex. The options for such fences are outlined below:
 - i. A solid masonry screen wall with columns every fifty (50') feet.

- ii. A screen wall consisting of masonry and ornamental metal fencing. A minimum of 50% of the wall shall be masonry.
- iii. A screen wall consisting of ornamental metal fence and an evergreen living screen. Plant material shall be a minimum of three (3') feet at the time of planting.

C. Refuse Facilities: Trash compactors shall be permitted as an alternative to individual refuse facility locations. Trash compactor facilities shall be internal to buildings or screened from view on three sides by a masonry wall not less than seven feet nor more than eight feet in height. Solid metal gates of an equal height to the enclosure height must be provided on the truck collection side of the enclosure.

c. SF-60 Single-Family Residence

- 1. Minimum side yard, interior setback: 5 feet
- 2. Minimum rear yard setback: 20 feet
- 3. Minimum lot width: 50 feet; or 45 feet at cul-de-sac or elbow
- 4. Maximum lot coverage: 50%
- 5. Lots backing to open space: Fences along the rear lot line shall be ornamental metal and not less than fifty-four (54") inches tall.

EXHIBIT A

BEING a tract of land situated in the Thomas Rattan Survey, Abstract Number 782 in the City of Anna, Collin County, Texas and being all of that tract of land recorded by deed to Anna 51 Joint Venture recorded in Instrument Number 20150120000064460, County Records of Collin County, Texas, and being particularly described by metes and bounds as follows:

BEGINNING at an inner el corner of Lot 50, Block F of Oak Hollow Estates Phase 6, an addition to the City of Anna, recorded in Instrument Number 20140423010001240, County Records, Collin County, Texas;

THENCE S 89° 34' 50" W, 268.29 feet with the common line of said Anna 51 tract and the north line of said Phase 6;

THENCE S 89° 37' 50" W, 886.77 feet continuing along said common line and with the north line of Oak Hollow Estates Phase 6A, an addition to the City of Anna, recorded in Instrument Number 20150406010001070, County Records, Collin County, Texas to the northwest corner of Phase 6A and in the east line of that tract of land described by deed to Caalms Group LLC recorded in Instrument Number 20180906001124710, County Records, Collin County, Texas;

THENCE N 01° 24' 49" W, 1507.33 feet, along the west line of said Anna 51 tract to the northwest corner being in the south right-of-way line of F.M. No. 455;

THENCE with said south right-of-way line the following bearings and distances:

N 01° 43' 05" W, 1023.96 feet;

With said curve to the left, having an arc distance of 212.81 feet, through a central angle of 30° 37' 44", having a radius of 398.10 feet, the long chord which bears S 62° 26' 08" E, 210.29 feet;

S 77° 45' 00" E, 171.20 feet to the beginning of a curve to the left;

With said curve to the left, having an arc distance of 282.66 feet, through a central angle of 21° 25' 00", having a radius of 756.20 feet, the long chord which bears S 88° 27' 30" E, 281.02 feet;

N 80° 50' 00" E, 321.50 feet;

N 00° 00' 00" E, 24.57 feet;

N 80° 37' 59" E, 91.40 feet;

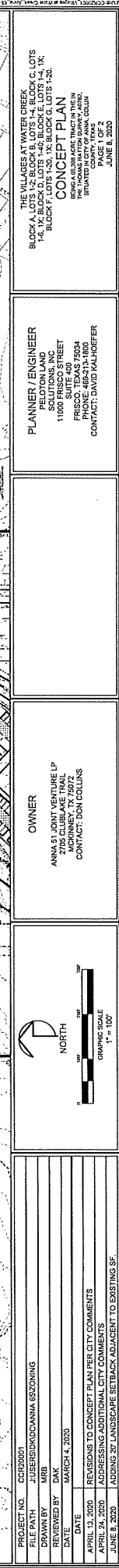
N 85° 48' 20" E, 162.79 feet to the northeast corner of said Anna 51 tract and being the northwest corner of the Lot 2, Block A, Advantage Self Storage Addition, an addition to

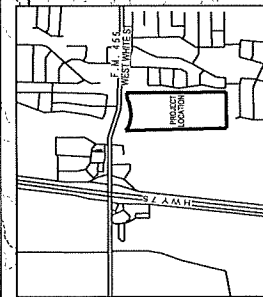
EXHIBIT A

the City of Anna, recorded in Instrument Number 20091123010002930, County Records, Collin County, Texas;

THENCE S 00° 25' 25" E, 2,484.13 feet departing said south right-of-way line and with the east line of said Anna 51 tract to the point of beginning and containing 2,856,025 square feet or 65.565 acres of land more or less.

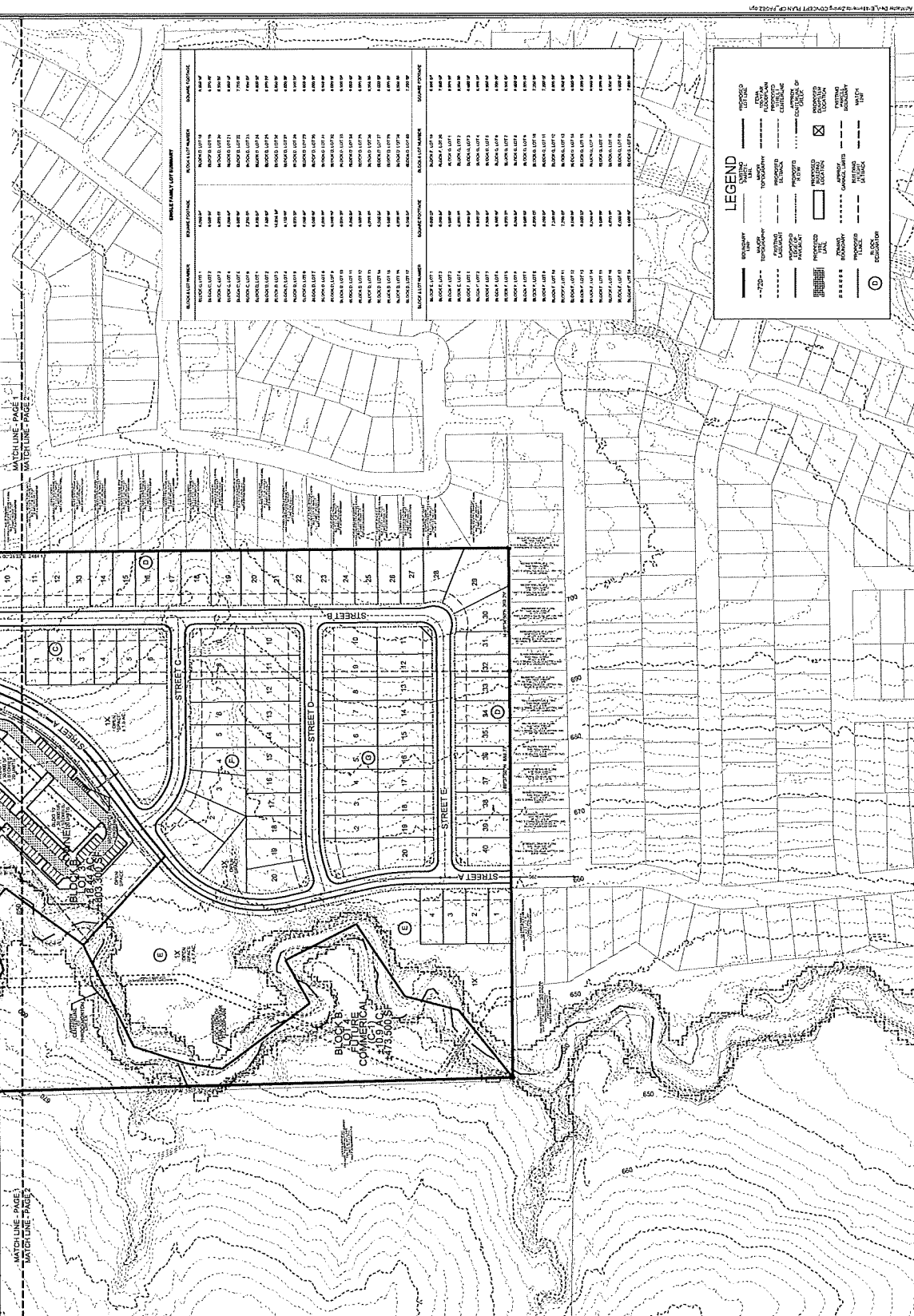
"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political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





VICINITY MAP
N.T.S.

SITE INFORMATION	
ZONING	PD-SF-400M-25C (TYPOR) OVERLAY
LAND USE	SINGLE FAMILY MULTI-FAMILY & COMMERCIAL
LOT AREA	2,848,728.88 SQ. FT. 75.288 ACRES
SINGLE-FAMILY TRACT	
LOT INFORMATION	
MIN. LOT WIDTH	50'
MIN. LOT DEPTH	120'
TOTAL NUMBER OF LOTS	90
MULTI-FAMILY TRACT	
TOTAL # OF UNITS: 325	
BUILDING HEIGHT: 4 STOREYS MAX.	
BUILDING HEIGHT: 65' MAX.	
MULTI-FAMILY UNITS	225
PARKING:	
REQUIRED:	850 SPACES
PROVIDED:	175 SPACES 175 SPACES 2 SPACES 178 SPACES
OFFICE	
BUILDING INFORMATION	
BUILDING 1	6000 SF
BUILDING 2	7000 SF
BUILDING 3	7000 SF
BUILDING 4	6000 SF
COMMERCIAL	
BUILDING INFORMATION	
BUILDING 1	8100 SF
BUILDING 2	13000 SF
RESTAURANT	
BUILDING INFORMATION	
BUILDING 1	7000 SF
BUILDING 2	6000 SF



PROJECT NO. CR20001
FILE PATH J:\STUDIOS\CR20001\CR20001.DWG
DESIGNED BY JVS
REVIEWED BY JVS
DATE MARCH 4, 2020

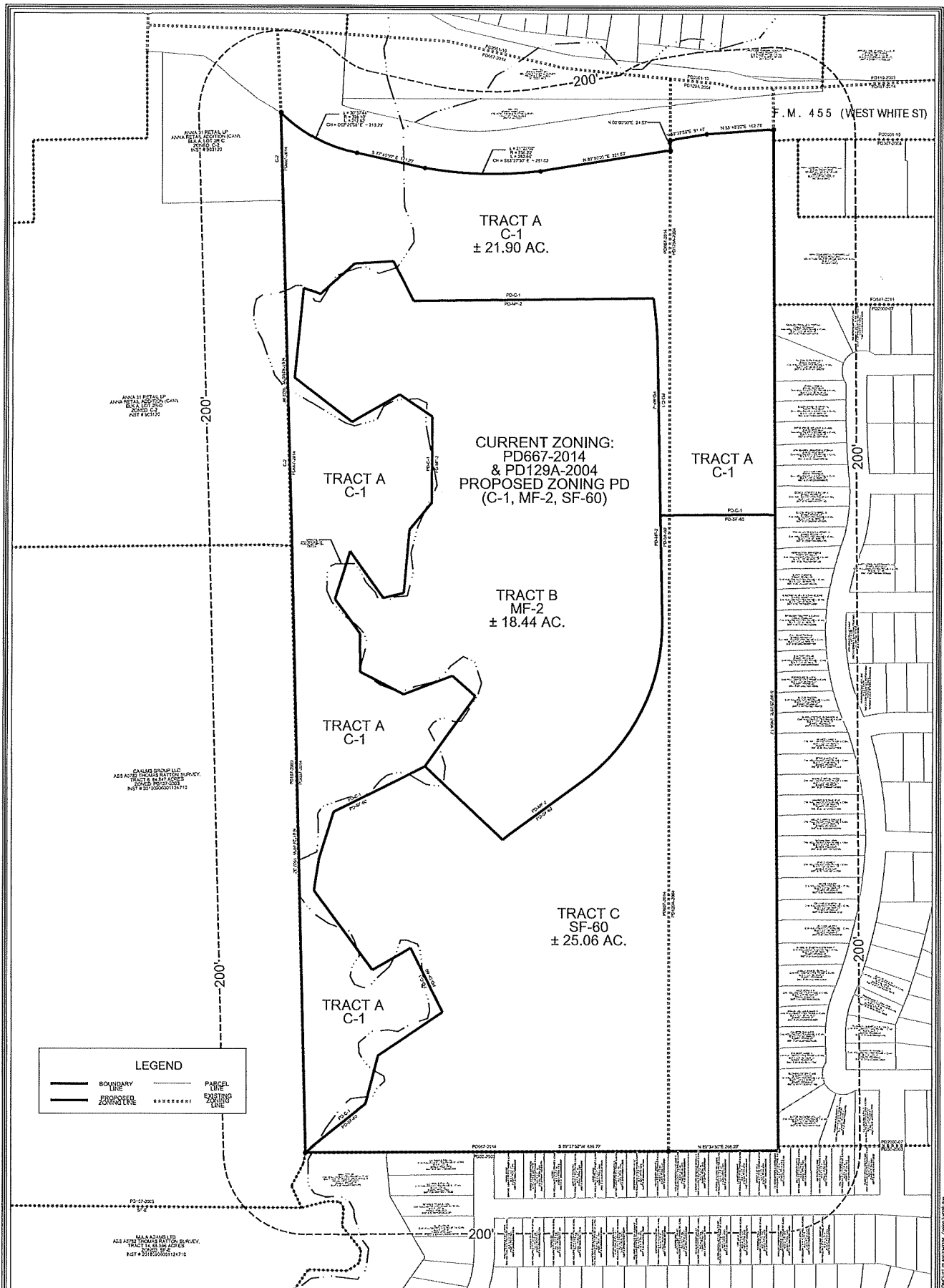
APRIL 13, 2020 REVISIONS TO CONCEPT PLAN PER CITY COMMENTS
APRIL 24, 2020 ADDRESSING ADDITIONAL CITY COMMENTS
JUNE 8, 2020 ADDING 20' LANDSCAPE SETBACK ADJACENT TO EXISTING SF

THE VILLAGES AT WATER CREEK
BLOCK A, LOTS 1-10, 1X, BLOCK G, LOTS 1-10, 1X
BLOCK F, LOTS 1-10, 1X, BLOCK E, LOTS 1-10, 1X
BLOCK D, LOTS 1-10, 1X, BLOCK C, LOTS 1-10, 1X
BLOCK B, LOTS 1-10, 1X, BLOCK A, LOTS 1-10, 1X
CONCEPT PLAN
REDA L. & S. VILLAGES AT WATER CREEK TRACT IN THE
CITY OF ANNA, TEXAS
STATED IN CITY OF ANNA, TEXAS
PAGE 2 OF 2
JUNE 8, 2020

PLANNER / ENGINEER
SOLUTIONS, INC.
11000 FRISCO STREET
FRISCO, TEXAS 75034
PHONE: 469-213-1800
CONTACT: DAVID VALDEZ

ANNA 51 JONATHAN VENTURE UP
2705 CLUBLAKE TRAIL
CONTACT: DON COLLINS

NORTH
GRAPHIC SCALE
1" = 100'





Item No. 7.p.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution regarding the Villages of Waters Creek, Block B, Lot 3, Concept Plan. (Planning Manager Lauren Mecke)

SUMMARY:

Multiple-Family Residences on 65± acres located on the south side of W. White Street, 1,315± feet west of Oak Hollow Lane.

This concept plan is associated with the zoning request to modify existing multiple-family residential development standards and is contingent upon approval of that request.

The purpose for the concept plan is to show the future multiple-family residential development and related site improvements.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The Concept Plan is in conformance with the modified Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances.

The Planning & Zoning Commission recommended approval of the Concept Plan subject to City Council approval of the zoning request.

ATTACHMENTS:

1. Villages of Waters Creek Concept Plan Locator Map
2. Resolution - CP Villages of Waters Creek, BL B, Lt 3
3. Exhibit A (CP) Villages of Waters Creek

APPROVALS:

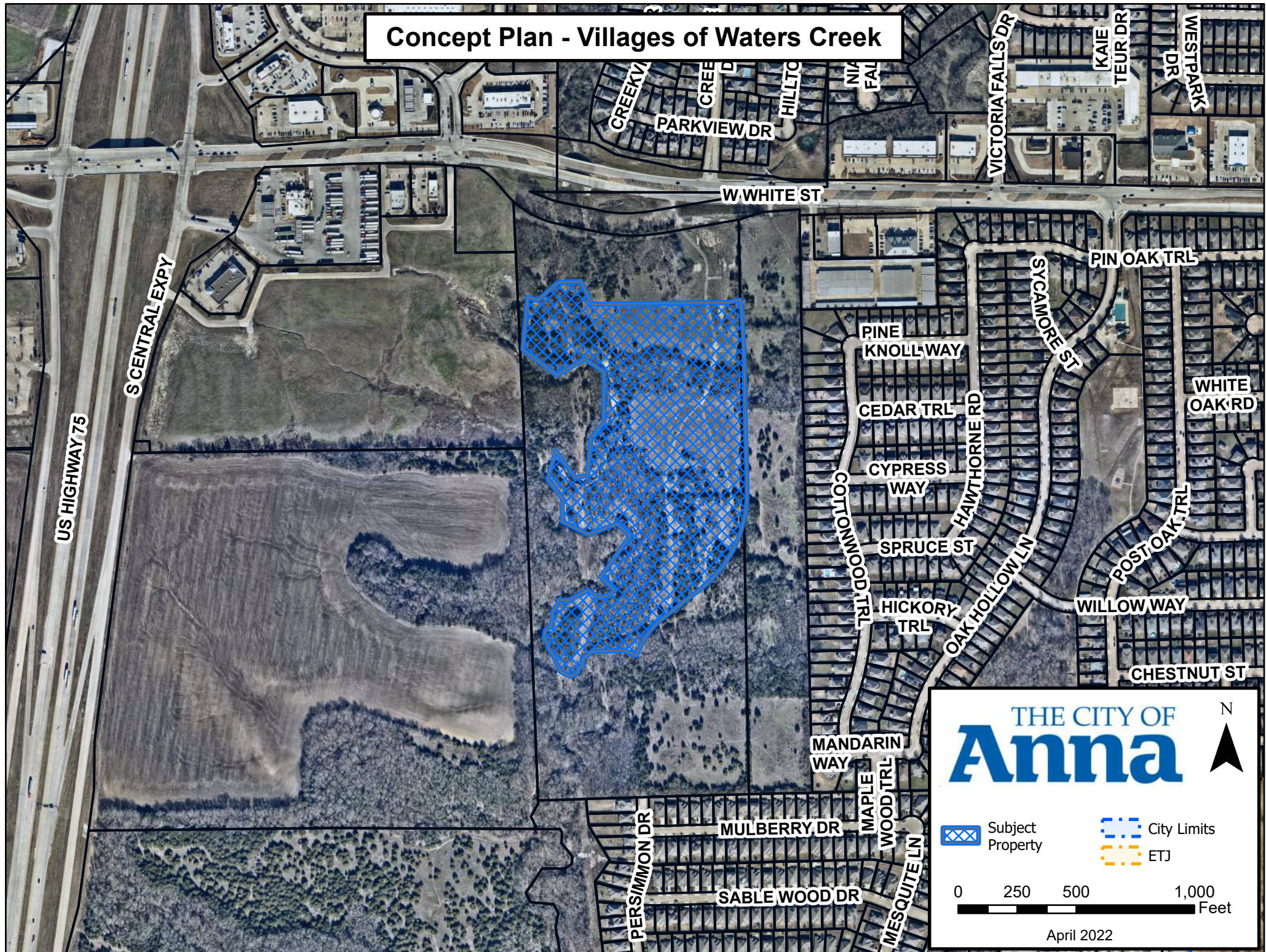
Ross Altobelli, Director of Development Services

Created/Initiated - 5/16/2022

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

Approved - 5/16/2022
Approved - 5/17/2022
Final Approval - 5/17/2022

Concept Plan - Villages of Waters Creek



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING VILLAGES OF WATERS CREEK, BLOCK B, LOT 3, CONCEPT PLAN

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

WHEREAS, Anna 51 Joint Venture LP has submitted an application for the approval of the Villages of Waters Creek, Block B, Lot 3, Concept 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. Approval of Concept Plan

The City Council hereby approves the Villages of Waters Creek, Block B, Lot 3, Concept Plan attached hereto as Exhibit A.

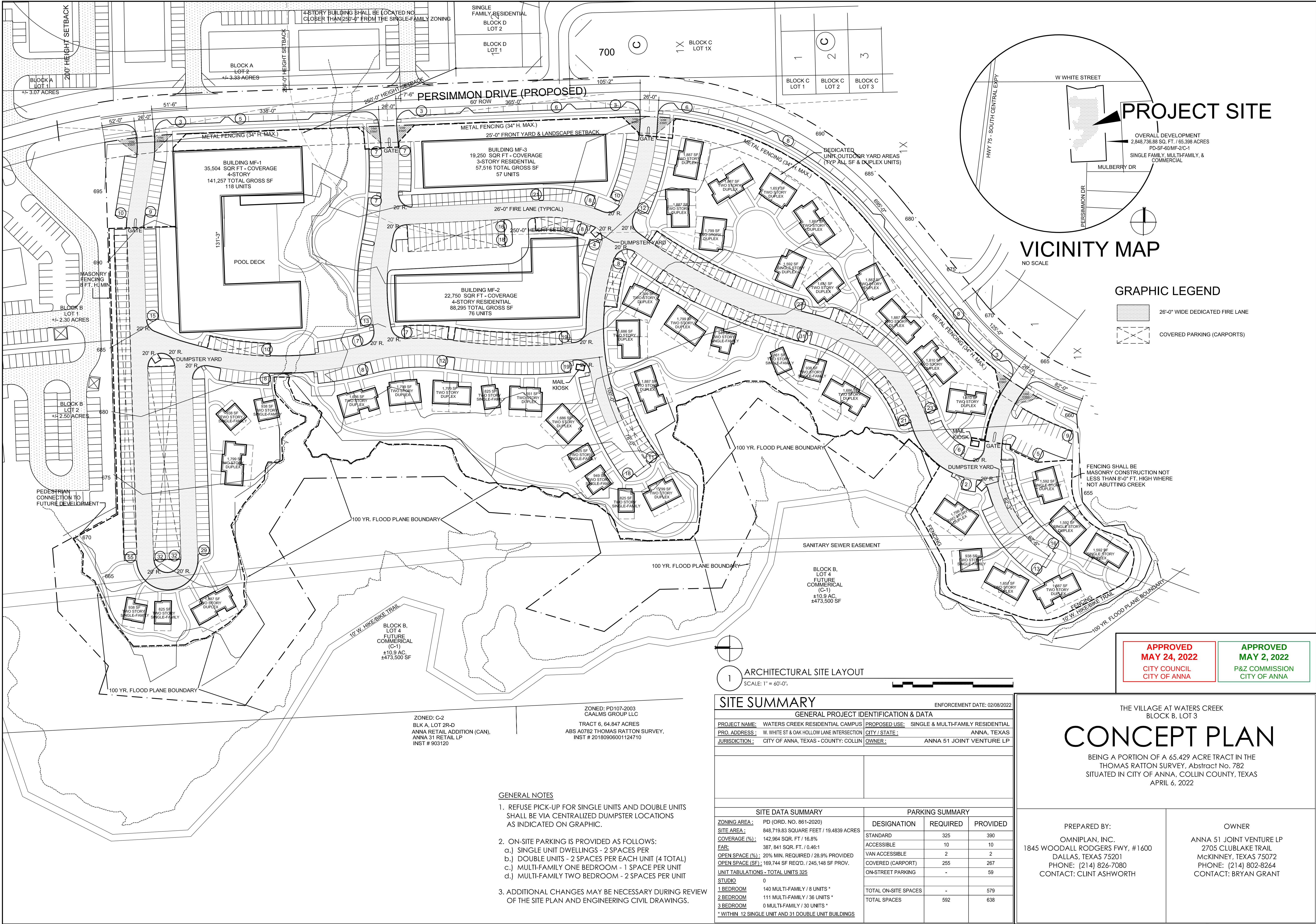
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 24th day of May, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike





Item No. 7.q.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Conduct a Public Hearing and Consider/Discuss/Action on an Ordinance approving an amendment to the Comprehensive Plan for updates to the Master Thoroughfare Plan for the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

On April 27, 2021, the City of Anna adopted a new Comprehensive Plan (Ord. No. 903-2021) for the city. By City Charter, the Comprehensive Plan is required to have a Future Land Use Plan, Thoroughfare Plan, and Parks and Open Space Plan for the future growth of the community.

Staff is proposing changes to the City's Master Thoroughfare Plan to address several changes based on development patterns and the impacts these patterns will have on traffic. The proposed changes will improve future mobility as new roads are built.

Additionally, the Council Strategic Plan identifies developing master plans for today and tomorrow as a priority for staff.

The Public Works Department has been working with Kimley Horn to prepare updates to the City's Thoroughfare, Water, and Sewer Master Plans. These infrastructure master plans are the basis for the 10-year Capital Improvement Plan as well as the Roadway, Water, and Sewer Impact Fees which are charged for new development. Staff will present all three infrastructure master plans to the Commission and provide an explanation on the proposed changes.

As part of the Comprehensive Plan, in order to amend the Master Thoroughfare Plan, the City Council is required to hold a public hearing and approve the proposed changes with an Ordinance amending the Comprehensive Plan.

At the May 2, 2022 Planning & Zoning Commission Meeting, the Commission unanimously made a recommendation for approval to the City Council.

FINANCIAL IMPACT:

None.

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Presentation - MTP Amendment
2. 2022-04-20_Annex MTP Updated 5-10-22
3. ORD. MTP Amendment

APPROVALS:

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

Created/Initiated - 5/4/2022
Final Approval - 5/5/2022



Comprehensive Plan Amendment – Thoroughfare Master Plan

May 2, 2022

Overview

- On April 27, 2021, the City of Anna adopted a new Comprehensive Plan (Ord. No. 903-2021) for the city. By City Charter, the Comprehensive Plan is required to have a Future Land Use Plan, Thoroughfare Plan, and Parks and Open Space Plan for the future growth of the community.
- Staff is proposing changes to the City's Master Thoroughfare Plan to address several changes based on development patterns and the impacts these patterns will have on traffic. The proposed changes will improve future mobility as new roads are built. Additionally, the Council Strategic Plan identifies developing master plans for today and tomorrow as a priority for staff.
- The Public Works Department has been working with Kimley Horn to prepare updates to the City's Thoroughfare, Water, and Sewer Master Plans. These infrastructure master plans are the basis for the 10-year Capital Improvement Plan as well as the Roadway, Water, and Sewer Impact Fees which are charged for new development. Staff will present all three infrastructure master plans to the Commission and provide an explanation on the proposed changes.
- The Planning & Zoning Commission unanimously recommended approval of the proposed amendment at their meeting on May 2, 2022.



Revised Thoroughfare Master Plan

ANNA 2045 MASTER THOROUGHFARE PLAN

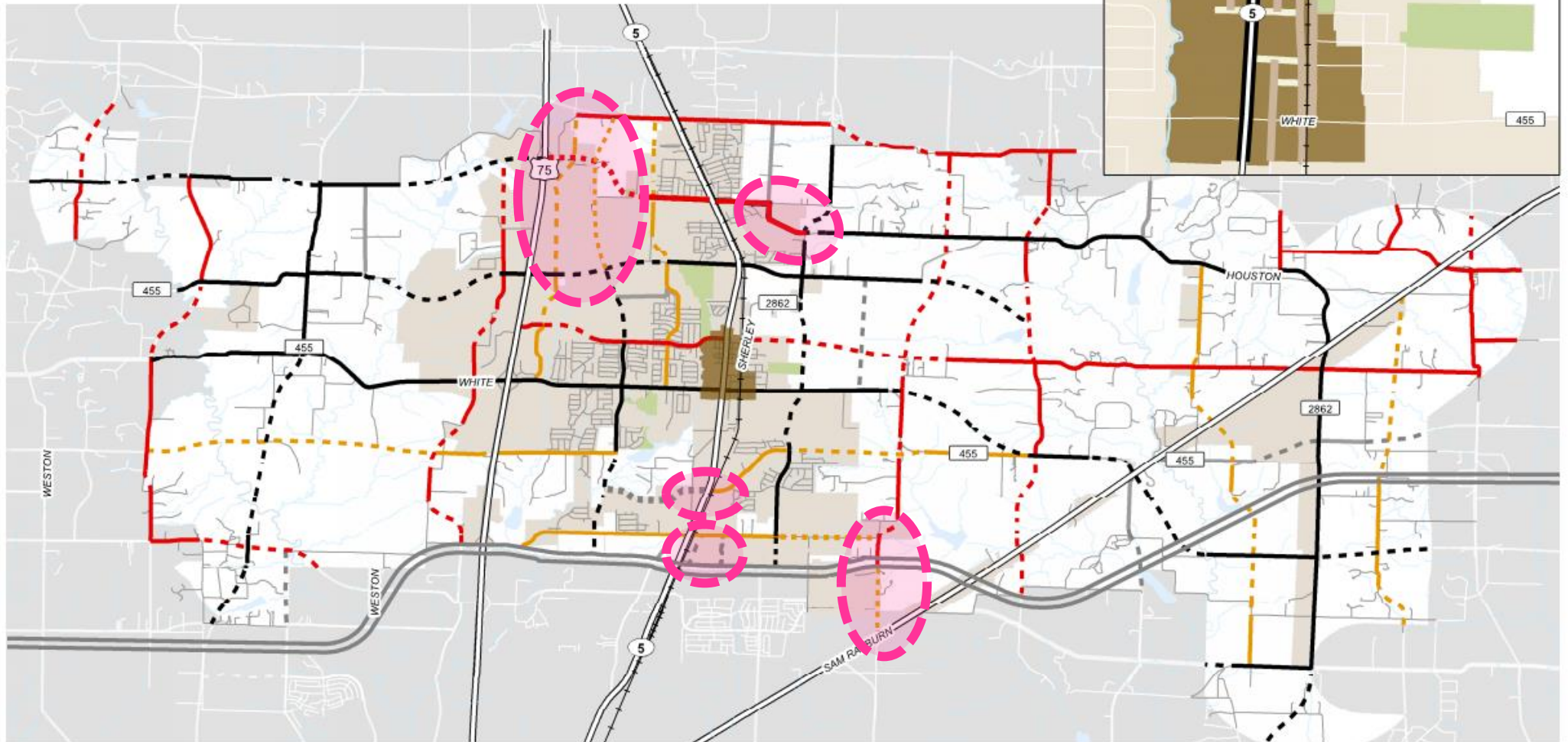
APRIL 2022

- | | | | |
|--|--|--------------------------|-----------|
| — Major Highway | — Major Collector (80' ROW) - Existing | — Anna City Limits | — Parks |
| — Major Arterial (120' ROW) - Existing | - - - Major Collector (80' ROW) - New | — Proposed Downtown Core | — Lakes |
| - - - Major Arterial (120' ROW) - New | — Minor Collector (60' ROW) - Existing | — Anna ETJ | — Streams |
| — Minor Arterial (90' ROW) - Existing | - - - Minor Collector (60' ROW) - New | — Railroads | |
| - - - Minor Arterial (90' ROW) - New | | | |

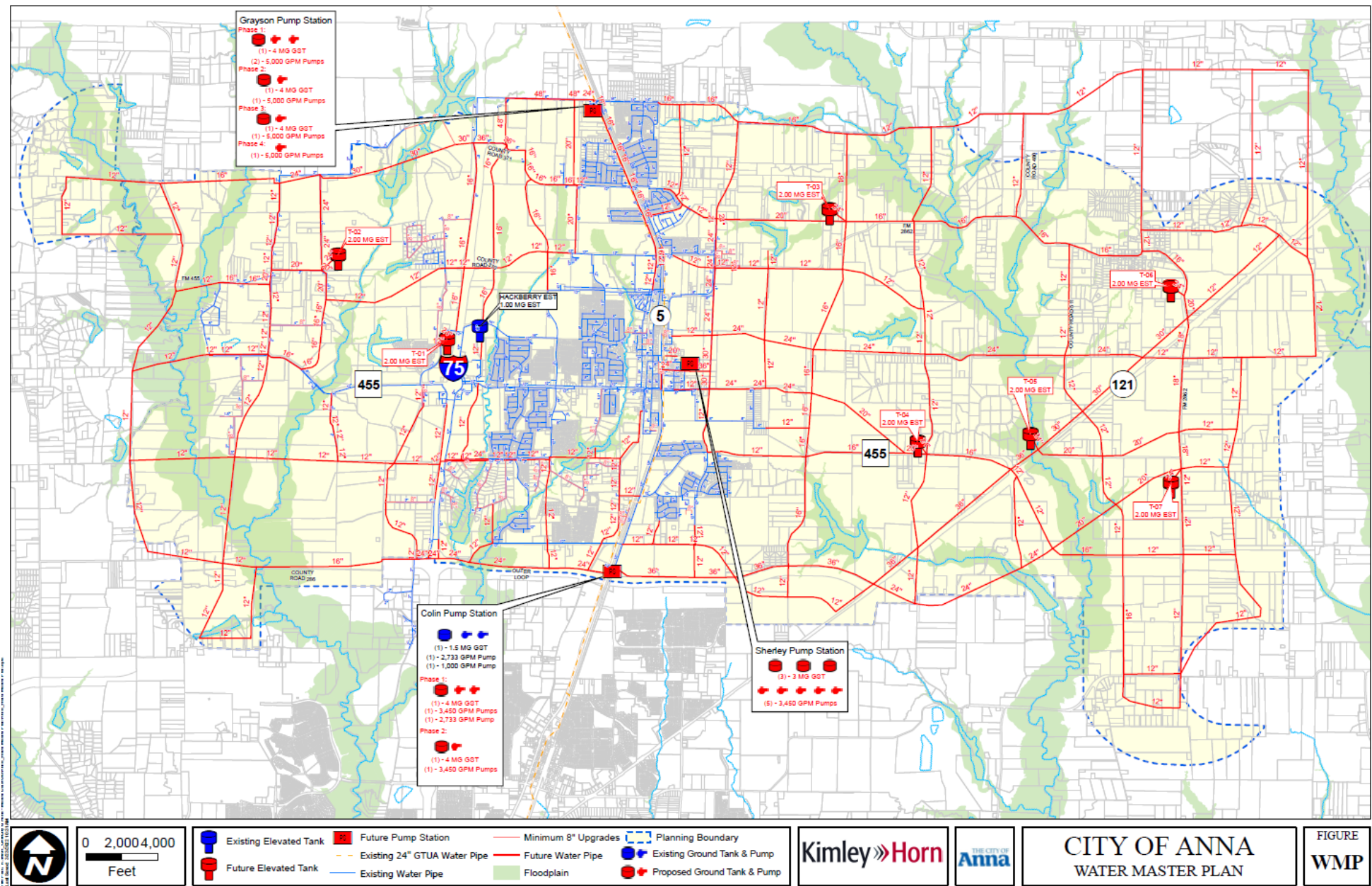
DOWNTOWN INSET MAP

Downtown Street Types

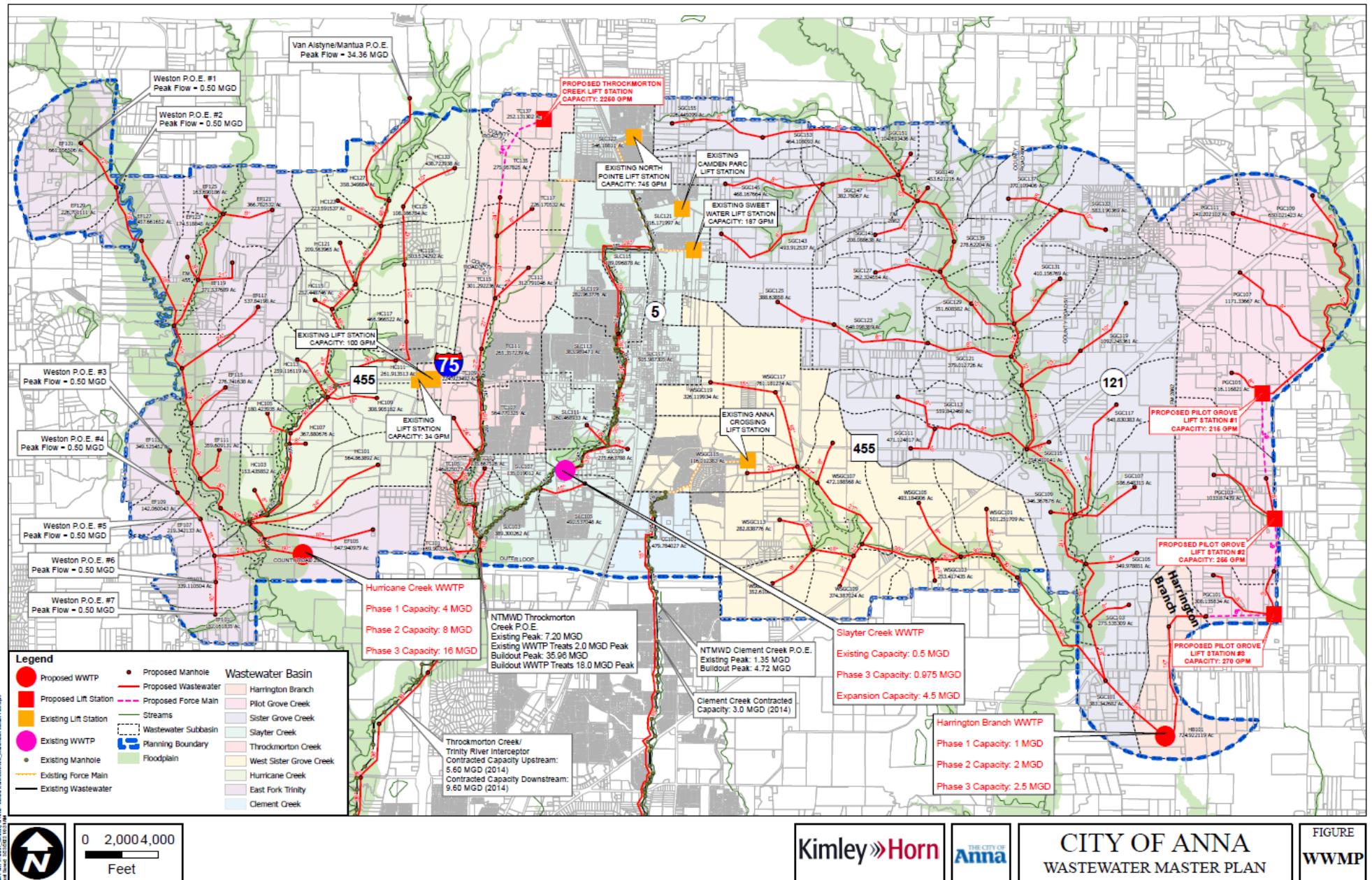
- Downtown Arterial
- Downtown Type A
- Downtown Type B



Revised Water Master Plan



Revised Wastewater Master Plan



Action Item

- This item requires a public hearing, as it is an amendment to the Comprehensive Plan.
- Staff is recommending the adoption of the proposed amendments to the Master Thoroughfare Plan as a component of the Comprehensive Plan.



Next Steps

- If approved, staff will finalize the Master Plans.
- In June, staff will present the Capital Improvements Advisory Committee (CIC) with the proposed amendments to the 10-year Capital Improvement Plan and the proposed changes to the City's Water, Wastewater, and Roadway Impact Fees.
- The CIC will be comprised of the Planning & Zoning Commission and 1 neighbor residing in the ETJ (selected by the City Council).
- Based on the recommendation from the CIC, the 10-yr CIP and Impact Fee amendments will be brought to the City Council for adoption.



ANNA 2045 MASTER THOROUGHFARE PLAN

APRIL 2022

DOWNTOWN INSET MAP

- Major Highway
- Major Arterial (120' ROW) - Existing
- - - Major Arterial (120' ROW) - New
- Minor Arterial (90' ROW) - Existing
- - - Minor Arterial (90' ROW) - New

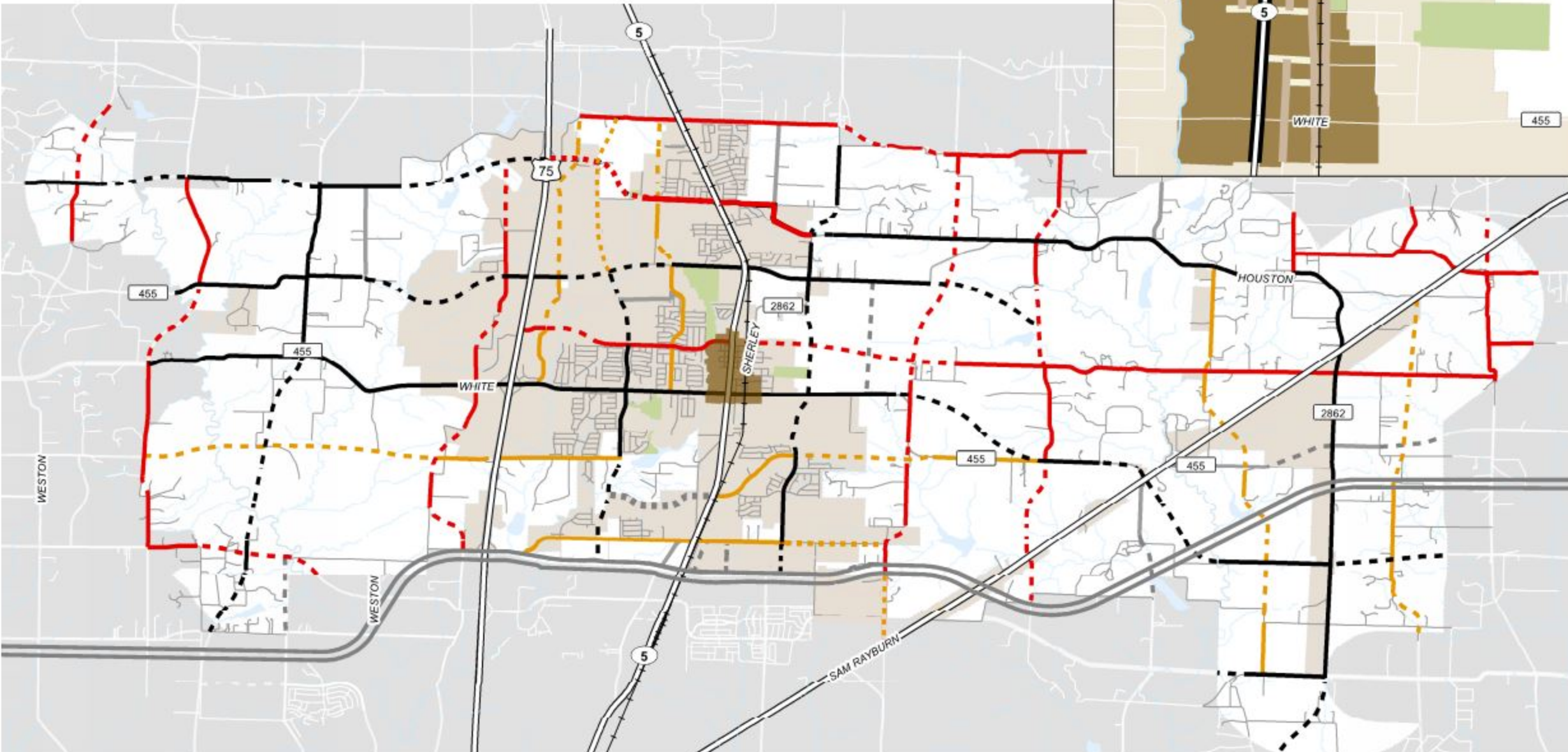
- Major Collector (80' ROW) - Existing
- - - Major Collector (80' ROW) - New
- Minor Collector (60' ROW) - Existing
- - - Minor Collector (60' ROW) - New

- Anna City Limits
- Proposed Downtown Core
- Anna ETJ
- Railroads

- Parks
- Lakes
- Streams

Downtown Street Types

- Downtown Arterial
- Downtown Type A
- Downtown Type B



CITY OF ANNA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 903-2021 ADOPTING THE COMPREHENSIVE PLAN OF THE CITY OF ANNA, TEXAS; ADOPTING REVISIONS TO THE CITY OF ANNA THOROUGHFARE PLAN; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION THEREOF.

WHEREAS, on April 27, 2021, the City Council of the City of Anna, Texas ("City Council"), after a duly noticed public hearing, adopted a Comprehensive Plan for the City by Ordinance 903-2021 on April 27, 2021; and,

WHEREAS, the Comprehensive Plan includes the Thoroughfare Plan for the City of Anna; and,

WHEREAS, the Thoroughfare Plan should be amended from time to time to reflect the changing transportation needs of the community; and,

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

Section 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgement and findings of the City Council with respect to the amendments described herein.

Section 2. The City Council of the City officially finds, determines, and declares that the City of Anna Comprehensive Plan is hereby amended with respect to the Thoroughfare Plan as set forth in the original Comprehensive Plan adopted under Ordinance No. 903-2021 by replacing the Thoroughfare Plan with the amended Thoroughfare Plan set forth in the attached Exhibit A, incorporated herein for all purposes.

Section 3. Upon adoption and execution of this ordinance, the City Secretary is directed to attach same and its exhibits to the original City of Anna Comprehensive Plan in all places where said Comprehensive Plan is filed as of public record or posted for public inspection.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance shall be held invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this ordinance would have been enacted without such invalid provision.

Section 5. It is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

PASSED, APPROVED, AND ADOPTED on the first and final reading on this ____ day of _____, 2022.

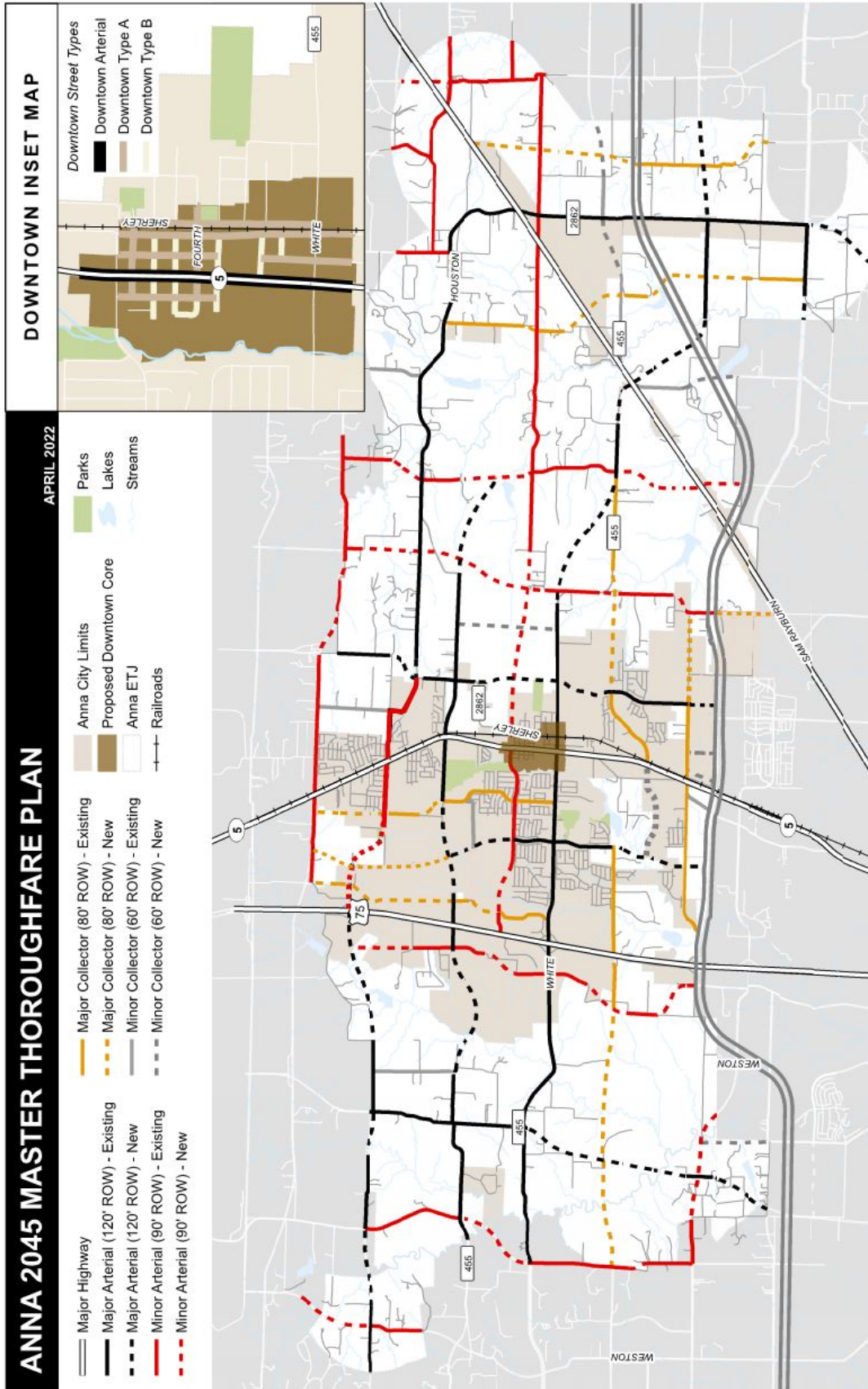
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT "A"





Item No. 7.r.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action the appointment of a neighbor residing in the Extraterritorial Jurisdiction of the City of Anna to the Capital Improvement Advisory Council as required by State Law for the review and consideration of proposed amendments to the City of Anna 10-year Capital Improvement Plan and Impact Fees. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna is working on revisions to the City's 10-year Capital Improvement Plan and updates to the City's Roadway, Water, and Sanitary Sewer Impact Fees. As a part of this process, State Law requires the City to hold a public hearing with a Capital Improvement Advisory Committee (CIC), which will make a recommendation to the City Council regarding the proposed adoption of the 10-year Capital Improvement Plan and new impact fees. Typically, the City's Planning & Zoning Commission functions as the CIC.

Since the City of Anna provides public water and sanitary sewer services outside of the City limits, State Law requires the CIC to include one resident of the Extraterritorial Jurisdiction. Staff is seeking the selection of an ETJ representative by the City Council.

FINANCIAL IMPACT:

None.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends for the City Council to make a motion and formally select a resident of the Anna ETJ to serve on the CIC.

ATTACHMENTS:

APPROVALS:

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

Created/Initiated - 5/4/2022
Final Approval - 5/6/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS MAKING AN APPOINTMENT TO THE GREATER TEXOMA UTILITY AUTHORITY BOARD OF DIRECTORS

WHEREAS, the City of Anna, Texas (the "City") is a member of the Greater Texoma Utility Authority ("GTUA" or the "Authority"); and,

WHEREAS, GTUA is a special-law district organized under Article XVI, Section 59, of the Texas constitution and operates under Chapter 49 of the Texas Water Code; and,

WHEREAS, GTUA is governed by a Board of Directors appointed by its member cities; and,

WHEREAS, Place 8 on the GTUA Board is appointed by the City Council of the City of Anna, Texas (the "City Council"); and,

WHEREAS, the term of current GTUA Board member serving in Place 8 expires at the end of 2022.

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. Appointment to the GTUA Board of Directors.

The City Council hereby appoints _____ to serve a term, expiring December 2022, in Place 8 on the GTUA Board of Directors.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this _____ day of _____ 2022.

ATTEST:

APPROVED:

City Secretary Carrie L. Land

Mayor Nate Pike



Item No. 7.y.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on appointment of a Mayor Pro Tem. (City Council)

SUMMARY:

The Mayor Pro-Tem is a Council Member elected by the City Council at the first regular meeting after each election of Council Members and/or Mayor. The Mayor Pro-Tem must act as Mayor during the disability or absence of the Mayor, and in this capacity has the rights conferred upon the Mayor.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

State nominee and vote on nomination.

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/16/2022
Final Approval - 5/17/2022



Item No. 7.z.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on appointment of a Deputy Mayor Pro Tem. (City Council)

SUMMARY:

The Deputy Mayor Pro-Tem is a Council Member elected by the City Council at the first regular meeting after each election of Council Members and/or Mayor. The Deputy Mayor Pro-Tem must act as Mayor during the disability or absence of the Mayor and Mayor Pro-Tem, and in this capacity has the rights conferred upon the Mayor.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

State nominee and vote on nomination.

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/16/2022
Final Approval - 5/17/2022



Item No. 7.aa.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action on appointments to the Anna Housing Finance Corporation Board of Directors.

SUMMARY:

Consider/Discuss/Action on appointments to the Anna Housing Finance Corporation Board of Directors.

FINANCIAL IMPACT:

Not Applicable

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CC Res Appt Officers AHFC C22001D20220519CR1

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/19/2022
Final Approval - 5/19/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPOINTING BOARD OF DIRECTORS TO THE ANNA HOUSING FINANCE CORPORATION

WHEREAS, the Anna Housing Finance Corporation (the “Corporation”) is duly formed and existing under Texas Local Government Code § 394.001, et seq. by action of the governing body of the City of Anna, Texas (the “City”) to help finance the cost of residential ownership and development that will provide decent, safe, and sanitary housing at affordable prices for residents of the City; and

WHEREAS, the City Council has appointed members of the Corporation’s Board of Directors (the “Board”); and

WHEREAS, the Corporation’s Articles of Incorporation the Board of Directors is composed of seven members residing within the City and appointed by the City Council; and

WHEREAS, the City Council desires to appoint persons to serve in said officer positions as set forth herein;

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

Section 1. Incorporation of Recitals.

The above-stated recitals are found to be true and correct and are incorporated into this resolution as if set forth in full for all purposes.

Section 2. Appointment of Directors.

The City Council hereby appoints the following persons to serve as the Corporation’s Board of Directors:

Nate Pike	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409
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Kevin Toten	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409
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Lee Miller	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409
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Danny Ussery	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409
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Stan Carver II	c/o City of Anna 111 N. Powell Parkway
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Anna, Texas 75409

Randy Atchley c/o City of Anna
111 N. Powell Parkway
Anna, Texas 75409

Pete Cain c/o City of Anna
111 N. Powell Parkway
Anna, Texas 75409

This resolution shall be in full force and effect from and after its adoption.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on the 24th day of May 2022.

Approved:

Nate Pike, Mayor

Attested:

Carrie L. Land, City Secretary



Item No. 7.bb.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action on appointments to the Anna Public Facilities Corporation Board of Directors.

SUMMARY:

Consider/Discuss/Action on appointments to the Anna Public Facilities Corporation Board of Directors.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CC Res Appt Officers APFC C22001D20220519CR1

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 5/19/2022
Final Approval - 5/19/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPOINTING BOARD OF DIRECTORS TO THE ANNA PUBLIC FACILITIES CORPORATION

WHEREAS, the Anna Public Facilities Corporation (the “Corporation”) is duly formed and existing under Texas Local Government Code Chapter 303 by action of the governing of the City of Anna, Texas (the “City”) to help finance the cost or otherwise providing for the cost of public facilities; and

WHEREAS, the City Council has appointed members of the Corporation’s Board of Directors (the “Board”); and

WHEREAS, the Corporation’s Articles of Incorporation the Board of Directors is composed of seven members residing within the City and appointed by the City Council; and

WHEREAS, the City Council desires to appoint persons to serve in said officer positions as set forth herein;

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

Section 1. Incorporation of Recitals.

The above-stated recitals are found to be true and correct and are incorporated into this resolution as if set forth in full for all purposes.

Section 2. Appointment of Directors.

The City Council hereby appoints the following persons to serve as the Corporation’s Board of Directors:

Nate Pike	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409	4 years
Kevin Toten	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409	4 years
Lee Miller	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409	4 years
Danny Ussery	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409	4 years
Stan Carver II	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409	2 years

Randy Atchley	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409	2 years
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Pete Cain	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409	2 years
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This resolution shall be in full force and effect from and after its adoption.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on the 24th day of May 2022.

Approved:

Nate Pike, Mayor

Attested:

Carrie L. Land, City Secretary



Item No. 7.cc.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022

Staff Contact:

AGENDA ITEM:

Acting as the Anna Housing Finance Corporation Board of Directors, consider/discuss/action on appointment of officer positions.

SUMMARY:

Acting as the Anna Housing Finance Corporation Board of Directors, consider/discuss/action on appointment of officer positions.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

1. AHFC Res Appt Officers C22001D20220519CR1

APPROVALS:

Clark McCoy, City Attorney
Jim Proce, City Manager

Created/Initiated - 5/19/2022
Final Approval - 5/19/2022

ANNA HOUSING FINANCE CORPORATION

RESOLUTION NO. _____

A RESOLUTION OF THE ANNA HOUSING FINANCE CORPORATION BOARD OF DIRECTORS APPOINTING OFFICERS

WHEREAS, the Anna Housing Finance Corporation (the “Corporation”) is duly formed and existing under Texas Local Government Code § 394.001, et seq. by action of the governing body of the City of Anna, Texas (the “City”) to help finance the cost of residential ownership and development that will provide decent, safe, and sanitary housing at affordable prices for residents of the City; and

WHEREAS, the City has appointed members of the Corporation’s Board of Directors (the “Board”); and

WHEREAS, under Article IV of the Corporation’s bylaws, the officers of the Corporation are chosen by the Board; and

WHEREAS, the officer positions include a President, a Vice President, and a Secretary; and

WHEREAS, the persons serving as the President and Vice President must be Board members; and

WHEREAS, the person serving as the Secretary may or may not be a Board member; and

WHEREAS, the Board desires to appoint persons to serve in said officer positions as set forth herein;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ANNA HOUSING FINANCE CORPORATION:

Section 1. Incorporation of Recitals.

The above-stated recitals are found to be true and correct and are incorporated into this resolution as if set forth in full for all purposes.

Section 2. Appointment of Officers.

The Board hereby appoints the following persons to serve in the following officer positions:

PRESIDENT: _____
(name)

VICE PRESIDENT: _____
(name)

SECRETARY: _____
(name)

This resolution shall be in full force and effect from and after its adoption.

PASSED AND APPROVED by the Board of Directors of the Anna Housing Finance Corporation on the 24th day of May 2022.

Approved:

Nate Pike, President

Attested:

_____, Secretary



Item No. 7.dd.

City Council Agenda
Staff Report

Meeting Date: 5/24/2022

Staff Contact:

AGENDA ITEM:

Acting as the Anna Public Facilities Corporation Board of Directors, consider/discuss/action on appointment of officer positions.

SUMMARY:

Acting as the Anna Public Facilities Corporation Board of Directors, consider/discuss/action on appointment of officer positions.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

1. APFC Res Appt Officers C22001D20220519CR1

APPROVALS:

Clark McCoy, City Attorney
Jim Proce, City Manager

Created/Initiated - 5/19/2022
Final Approval - 5/19/2022

ANNA PUBLIC FACILITIES CORPORATION

RESOLUTION NO. _____

A RESOLUTION OF THE ANNA PUBLIC FACILITIES CORPORATION BOARD OF DIRECTORS APPOINTING OFFICERS

WHEREAS, the Anna Public Facilities Corporation (the “Corporation”) is duly formed and existing under Texas Local Government Code Chapter 303 by action of the governing body of the City of Anna, Texas (the “City”) to help finance the cost or otherwise providing for the cost of public facilities; and

WHEREAS, the City has appointed members of the Corporation’s Board of Directors (the “Board”); and

WHEREAS, under Article IV of the Corporation’s bylaws, the officers of the Corporation are chosen by the Board; and

WHEREAS, the officer positions include a President, a Vice President, and a Secretary; and

WHEREAS, the persons serving as the President and Vice President must be Board members; and

WHEREAS, the person serving as the Secretary may or may not be a Board member; and

WHEREAS, the Board desires to appoint persons to serve in said officer positions as set forth herein;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ANNA PUBLIC FACILITIES CORPORATION:

Section 1. Incorporation of Recitals.

The above-stated recitals are found to be true and correct and are incorporated into this resolution as if set forth in full for all purposes.

Section 2. Appointment of Officers.

The Board hereby appoints the following persons to serve in the following officer positions:

PRESIDENT: _____
(name)

VICE PRESIDENT: _____
(name)

SECRETARY: _____
(name)

This resolution shall be in full force and effect from and after its adoption.

PASSED AND APPROVED by the Board of Directors of the Anna Public Facilities Corporation on the 24th day of May 2022.

Approved:

Nate Pike, President

Attested:

_____, Secretary