AGENDA

City Council Meeting

Tuesday, September 13, 2022 @ 6:30 PM

Anna Municipal Complex, Council Chambers
120 W. 7th Street, Anna, TX 75409

The City Council of the City of Anna will meet at 6:30 PM, on September 13, 2022, at the Anna Municipal Complex, Council Chambers, located at 120 W. 7th Street, to consider the following items.

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

1. **Call to Order, Roll Call, and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**
   At this time, any person may address the City Council regarding an item on this meeting Agenda that is not scheduled for public hearing. 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. Report on September 6, 2022 Diversity and Inclusion Advisory Commission meeting (Assistant to the City Manager Kimberly Winarski).
   b. Recognition of City-County Communications & Marketing Association (3CMA)

Savvy Award.

c. City's Investment Policy Certified (Finance Director Alan Guard)

d. Notification of Bond Rating Agency results (Finance Director Alan Guard)

e. Report on Fall recreation programs and the upcoming Annafest.

5. **Consent Items.**

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

a. Approve the City Council Meeting Minutes for August 23, 2022. (City Secretary Carrie Land)

b. Review Minutes from the July 7, 2022 and August 2, 2022 Diversity and Inclusion Advisory Commission Meetings. (Assistant to the City Manager Kimberly Winarski)

c. Review Minutes of the July 5, 2022 and the August 1, 2022 Planning & Zoning Commission Meetings. (Director of Development Services Ross Altobelli)

d. Approve a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2022 Rate Review Mechanism filing. (City Manager Jim Proce)

e. Approve a Resolution regarding The H.M. Estates, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

f. Approve a Resolution regarding The Melgar Estates, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

g. Approve a Resolution regarding the J & T Moore Addition, Block A, Lots 1 & 2, Final Plat. (Director of Development Services Ross Altobelli)

h. Approve a Resolution regarding the Anna 455 Addition, Block A, Lots 5 & 6, Final Plat. (Director of Development Services Ross Altobelli)

i. Approve a Resolution regarding the Anna 455 Addition, Block A, Lot 6, Site Plan. (Director of Development Services Ross Altobelli)

j. Approve a Resolution regarding the Anna Crossing, Phase 10, Preliminary Plat. (Director of Development Services Ross Altobelli)

k. Approve a Resolution regarding the Strickland Brothers Center Addition, Block A, Lots 1-3, Preliminary Plat. (Director of Development Services Ross Altobelli)

l. Approve a Resolution regarding the Anacapri Laguna, Block A, Lots 1 & 3, Site Plan. (Director of Development Services Ross Altobelli)

m. Approve a Resolution regarding the Anna Ranch, Phase 1B, Block P, Lot 1X, Site Plan. (Director of Development Services Ross Altobelli)

n. Approve a Resolution regarding the Villages of Waters Creek, Block B, Lot 1, Site Plan. (Director of Development Services Ross Altobelli)

o. Approve Resolution approving extension of the Agreement with Collin County for Animal Sheltering Services. (Code Compliance Kevin Martin)

p. Approve Resolution approving extension of the Agreement with Collin County for Animal Control Services. (Code Compliance Kevin Martin)

q. Approve a Resolution Amending the City of Anna Personnel Policy Manual

Regarding Fire Department Holiday Worked Pay (Alan Guard / Stephanie Beitelschies)

6. **Items For Individual Consideration.**

a. Conduct a Public Hearing on levying of assessments in Improvement Area #2 of the Anacapri Public Improvement District and Consider/Discuss/Action on adoption of an Ordinance of the City Council of the City of Anna, Texas accepting and approving a Service and Assessment Plan and Assessment Rolls for the Anacapri Public Improvement District; making a finding of special benefit to the property in the District; levying special Assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the Assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent Assessments, providing for severability, and providing an effective date. (Director of Economic Development Joey Grisham)

b. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a design/build contract with Kraftsman Commercial Playgrounds & Waterparks for work associated with the renovation of the splash pad at Slayter Creek Park. (Park Planning and Development Manager Dalan Walker, RLA).

c. Discuss/Consider/Approve a Resolution authorizing the City Manager to execute a professional services agreement with Kimley-Horn and Associates for the design of temporary treatment systems at the Hurricane Creek Wastewater Treatment Plant which will be utilized as permanent rehabilitation and upgrades at the John R. Geren Wastewater Treatment Plant (Director of Public Works Greg Peters, P.E.)

d. Consider all matters incidental and related to the Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (Collin/Grayson Water Transmission Project), including the adoption of an ordinance approving the execution of a Contract of Indemnification in connection therewith. (Director of Public Works Greg Peters, P.E.)

e. Discuss/Consider/Approve an Ordinance authorizing the City Manager to execute a Contract of Indemnification with the Greater Texoma Utility Authority for the issuance of Revenue Bonds for the Collin/Grayson Water Transmission Project in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

f. Consider/Discuss/Action of an Ordinance authorizing the issuance and sale of City of Anna, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022; Levying an annual ad valorem tax and providing for the security for and payment of said Certificates of Obligation; approving an Official Statement; and enacting other provisions relating to the subject. (Finance Director Alan Guard)

g. Consider/Discuss/Action of an Ordinance authorizing the issuance and sale of City of Anna, Texas General Obligation Bonds, Series 2022; levying an annual ad valorem tax and providing for the security for and payment of said Bonds; approving an Official Statement; and enacting other provisions relating to the subject. (Finance Director Alan Guard)

h. First Reading of a Resolution approving the Fiscal Year 2022-2023 Anna Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

i. Second Reading of a Resolution approving the Fiscal Year 2022-2023 Anna

Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

j. Consider/Discuss/Action on a Resolution approving the Fiscal Year 2022-2023 Anna Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

k. Consider/Discuss/Action on a Resolution approving the Fiscal Year 2022-2023 Anna Economic Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

l. Consider/Discuss/Action approving an Ordinance adopting the FY2023 Budget. (City Manager Jim Proce)

m. Consider/Discuss/Action regarding a Resolution ratifying the property tax revenue increase reflected in the City of Anna FY2023 Budget. (City Manager Jim Proce)

n. Consider/Discuss/Action approving an Ordinance adopting the FY2023 Tax Rate. (City Manager Jim Proce)

7. **Closed Session (Exceptions).**

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

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

b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov’t Code §551.072).

c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov’t Code §551.087).

d. Discuss or deliberate personnel matters (Tex. Gov’t Code §551.074). City Attorney Annual Review; City Manager Annual Review

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

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

9. **Adjourn.**

This is to certify that I, Carrie L. Land, City Secretary, posted this Agenda 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 September 9, 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: 9/13/2022
Staff Contact:

AGENDA ITEM:
Report on September 6, 2022 Diversity and Inclusion Advisory Commission meeting (Assistant to the City Manager Kimberly Winarski).

SUMMARY:
The purpose of this item is to give the Anna City Council routine updates on business from the Diversity and Inclusion Advisory Commission meetings.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
N/A

STAFF RECOMMENDATION:
N/A

ATTACHMENTS:

APPROVALS:

Kimberly Winarski, Management Analyst	Created/Initiated - 9/8/2022
Jim Proce, City Manager	Final Approval - 9/8/2022

Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Frances La Rue

AGENDA ITEM:
Recognition of City-County Communications & Marketing Association (3CMA) Savvy Award.

SUMMARY:
The City of Anna is a Finalist in the 2022 Savvy Awards competition and a candidate for one of the three awards (Savvy, Silver Circle or Award of Excellence) in the category - Printed Publications - Catalogs/Guides.

The Savvy Awards competition recognizes outstanding local government achievements in communications, public-sector marketing and citizen-government relationships. The Savvies salute skilled and effective city, county, agency or district professionals who have creatively planned and carried out successful innovations in communications and marketing. Each year, the number of entries in 3CMA's Savvy Awards competition increases in quality, array and scope of programs submitted. The program reflects the growing skills of communication and marketing professionals, as more local governments and agencies embrace and employ the concepts of enhanced marketing and communication with residents.

3CMA's policy is that Savvy Competition finalists are not notified of the exact award won prior to the Awards Ceremony which will be held, Thursday - September 8, 2022, during 3CMA's Annual Conference in Portland, Oregon.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Frances La Rue, Communication Manager	Created/Initiated - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/8/2022

Item No. 4.c.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact:

AGENDA ITEM:
City's Investment Policy Certified (Finance Director Alan Guard)

SUMMARY:
Recently, the Government Treasurers' Organization of Texas (GTOT) awarded the Certificate of Distinction to the City of Anna for its Investment Policy. This is the second year the City has received this recognition.

This award acknowledges local governments for maintaining a comprehensive written investment policy that meets the 26 criteria set forth by the GTOT. It also acknowledges the City for developing an investment policy that meets the requirements of the Public Funds Investment Act and the standards for prudent public investing established by the GTOT.

FINANCIAL IMPACT:
N/A

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

STAFF RECOMMENDATION:

ATTACHMENTS:
1. Award Letter
2. Certificate2022
3. Checklist 2022 Anna

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/8/2022

Government Treasurers' Organization of Texas

September 7, 2022

Alan Guard
Finance Director
City of Anna
101 S. Powell Pkwy.
Anna, TX 75409-2604

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 City of Anna for its commitment to maintaining a comprehensive written investment policy that meets the criteria set forth in the GTOT Investment Policy Review Checklist.

Because investment policies require periodic review and modification, we have recommended wording adjustments. These adjustments, outlined on the attached checklist, need to be addressed at your next opportunity and prior to your submission for renewal.

Congratulations once again on an excellent policy and thank you for participating in our certification program. Your certificate is good for a two-year period ending **September 30, 2024**.

Sincerely,

Patrick Shinkle
GTOT Investment Policy Review Committee

1155 Union Circle #305129
Denton, TX 76203-5017

http://gtot.unt.edu/
940-369-7843

An Affiliate of the Association of Public Treasurers United States and Canada

GTOT
Government Treasurers' Organization of Texas
Est. 1987

Government Treasurers' Organization of Texas

Certification of Investment Policy

Presented to the

City of Anna

for developing an investment policy that meets the requirements of the Public Funds Investment Act and the standards for prudent public investing established by the Government Treasurers' Organization of Texas.

Heather Hurlbert

Government Treasurers' Organization of Texas
President

Patrick Shinkle

Investment Policy Review Committee

For the two-year period ending September 30, 2024

Government Treasurers' Organization of Texas

Investment Policy Certification Checklist

Entity: City of Anna

Office Use Only	
Reviewer:	Shinkle
Date:	09/01/2022

*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)
**Revised: September 2021

CRITERIA	PLACEMENT IN POLICY*	ACCEPTABLE (RECOMMENDATIONS)**	UNACCEPTABLE (RECOMMENDATIONS)
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	Yes	
Scope List of funds covered by the policy. Funds can either be defined specifically as they are listed in the audited annual financial report, 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**	Yes, ACFR updated language	
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 OBJECTIVES AND STRATEGI, PAGES 3-6**	Yes	
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**	Yes	
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**	Yes	
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, PAGES 6,7**	Yes	

CRITERIA	PLACEMENT IN POLICY*	ACCEPTABLE (RECOMMENDATIONS)**	UNACCEPTABLE (RECOMMENDATIONS)
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 B, PAGE 7**	Yes	
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, *approved by the entity's governing body or investment committee,* 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 B, PAGE 7**	Yes	

CRITERIA	PLACEMENT IN POLICY*	ACCEPTABLE (RECOMMENDATIONS)**	UNACCEPTABLE (RECOMMENDATIONS)
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 10-11**	Yes	
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**	Yes	
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 12**	Yes	
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 B, PAGE 11-12**	Yes	

CRITERIA	PLACEMENT IN POLICY*	ACCEPTABLE (RECOMMENDATIONS)**	UNACCEPTABLE (RECOMMENDATIONS)
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 B, PAGE 11**	Yes	
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 8-9**	Yes	
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	Yes	
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	Yes	
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**	Yes	
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**	Yes	

CRITERIA	PLACEMENT IN POLICY*	ACCEPTABLE (RECOMMENDATIONS)**	UNACCEPTABLE (RECOMMENDATIONS)
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 OBJECTIVES AND STRATEGY, PAGES 5-6	Yes	
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	Yes	
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**	Yes	
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 *only* 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**	Yes	
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**	Yes	
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 7-8	Yes	
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**	Yes	

CRITERIA	PLACEMENT IN POLICY*	ACCEPTABLE (RECOMMENDATIONS)**	UNACCEPTABLE (RECOMMENDATIONS)
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	Yes	

**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. 4.d.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Alan Guard

AGENDA ITEM:
Notification of Bond Rating Agency results (Finance Director Alan Guard)

SUMMARY:
City staff and the City's financial advisors, Hilltop Securities, met with representatives of Standard & Poors Global and Moody's Investor Service on July 26 and July 28, respectively, and presented information on the City's financial position, current economic conditions, and long range plans. Both rating agencies reported favorably on the City's credit worthiness, specifically citing the long range financial planning, thoroughness of financial policies, and professional staff. Additionally, economic trends in the City including overall growth in housing and population, sales tax, and property values provide a strong foundation for future positive rating improvements.

In 2017, Moody's awarded the City a rating of A1. In 2019, the City was upgraded to Aa3. In 2021, following the successful passage of all three bond propositions, Moody's upgraded the City again to Aa2. This year, Moody's affirmed the Aa2 rating and S&P provided an equivalent Aa, and both ratings came with a Stable Outlook. These strong ratings will be used by investors when they bid on the Series 2022 General Obligation Bonds and Certificates of Obligation.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:
1. S&P Report - Anna, Texas
2. Anna, TX Credit Opinion (Moody's)

APPROVALS:
Jim Proce, City Manager Created/Initiated - 9/8/2022

Jim Proce, City Manager Final Approval - 9/8/2022

S&P Global
Ratings

RatingsDirect®

Summary:

Anna, Texas; General Obligation

Primary Credit Analyst:
Kristin Button, Dallas + 1 (214) 765 5862; kristin.button@spglobal.com

Secondary Contact:
Bikram Dhaliwal, Dallas (1) 214-468-3493; bikram.dhaliwal@spglobal.com

Table Of Contents

Credit Highlights

Outlook

Credit Opinion

Related Research

Summary:

Anna, Texas; General Obligation

Credit Profile		
US$60.635 mil comb tax and rev certs of oblig ser 5055 dtd 08/15/2022 due 02/15/2047		
Long Term Rating	AA/Stable	New
US$31.42 mil GO bnds ser 2022 dtd 08/15/2022 due 02/15/2042		
Long Term Rating	AA/Stable	New

Credit Highlights

- S&P Global Ratings assigned its 'AA' long-term rating to the City of Anna, Texas' $60.635 million series 2022 combination tax and revenue certificates of obligations and $31.42 million general obligation (GO) bonds.
- The outlook is stable.

Security

The series 2022 bonds and certificates constitute direct obligations of the city, payable from the levy and collection of a continuing annual ad valorem tax, within the limits prescribed by law, on all taxable property. The certificates are further secured by surplus net revenues from the operations of the city's waterworks and sewer system.

State statutes limit the ad valorem tax rate for home rule cities to $2.50 per $100 of taxable assessed valuation (AV) for all city purposes, with up to $1.50 of the $2.50 allowed for repayment of debt service. In fiscal 2022, the city's levy is well below the maximum, at 56.95 cents per $100 of AV, 11.69 cents of which is dedicated to debt service. Based on the application of our criteria "Issue Credit Ratings Linked To U.S. Public Finance Obligors' Creditworthiness," published Nov. 20, 2019, on RatingsDirect, we do not differentiate between the city's limited-tax GO debt and its general creditworthiness because we view the tax base as the same and there are no limitations on fungibility of resources.

Proceeds from the bonds will fund a new fire station, a new library, and street improvements. Proceeds from the certificates will fund improvements to the city's sewer system.

Credit overview

Anna is a rapidly growing city in the Dallas Fort-Worth metropolitan statistical area (MSA), evidenced by 10% average annual increases in population over the last three years. The city continues to experience substantial residential development, which will support strong market value growth and its growing operating and capital needs for the near term. The city has consistently reported solid financial results and maintained reserves in excess of its formal reserve policy. Based on anticipated local economic growth, along with overall growth in its operating revenues, we expect the city's financial performance and flexibility will remain very strong. Given its rapid growth, ongoing debt needs are likely, which will keep the debt burden high. The city's management team is experienced and practices strategic planning, which we believe will support expected growth without negatively affecting financial operations.

The rating reflects our view of the following factors:

- Strong economic growth, with average wealth and income levels;
- Very strong general fund balance, equal to 50% of general fund expenditures for fiscal 2021;
- Strong financial management policies and practices that reflect strategic planning, with a strong institutional framework consistent with all Texas cities; and
- Very weak debt and contingent liability profile with a manageable pension and other postemployment benefit (OPEB) obligation.

Environmental, social, and governance

We have assessed the city's environmental factors and governance risks relative to the economy, financial management, and fiscal performance, as well as its debt and liability profile, and determined that all are neutral. We view the strong population growth as a social opportunity, as it provides underlying economic strength when compared with areas experiencing population stagnation or loss.

Outlook

The stable outlook is supported by positive budgetary performance and very strong general fund reserves. The outlook also takes into consideration rapid growth that is expanding the local economy but will drive additional debt to fund infrastructure and facility needs.

Downside scenario

We could lower the rating if economic metrics or budgetary flexibility were to weaken, causing pressure on the budget that leads to lower reserves.

Upside scenario

We could raise the rating if the city's wealth and income levels strengthen to levels that are more consistent with those of higher-rated peers while at the same time moderating the debt burden.

Credit Opinion

Strong economic growth primarily due to residential development

Anna is a predominantly residential community located in the northeastern quadrant of Collin County, approximately 40 miles north of downtown Dallas. The city's proximity and access to the Dallas-Fort Worth-Arlington MSA, as well as growth in the MSA, have been important factors in the increased demand for residential development in the city. Anna not only benefits from its proximity to a major metro area, but also its favorable location along Highway 75 (central expressway). The availability and relative affordability of land also contribute to recent and expected growth in the near term.

The city's tax base mainly consists of single-family residential properties (81% of the total tax base) and land (11%). Anna's tax base increased by roughly 20% for fiscal 2022, and officials expect the strong economic growth to continue as a result of anticipated residential and commercial development. New housing options include starts homes and go

up to million-dollar properties, with average home prices ranging $300,000-$400,000. Permits are active, with 3,000 lots expected to be permitted in the next few months. Anna is poised for significant growth and management is supportive of rapid growth that is guided by a long-term strategic plan.

Forward-looking management, with robust long-term planning and comprehensive financial policies

Financial management practices and policies include the use of historical trends and projections for future growth, plus outside sources such as advisors and demographers to develop revenue and expenditure assumptions. A comprehensive strategic plan was recently developed with input from the community. Management provides monthly budget-to-actual reports to the council, with amendments made as needed. A formal investment policy follows state guidelines, and statements on holdings and earnings are provided to council quarterly. The city has a debt policy that defines debt restrictions and issuance parameters. The formal reserve policy requires maintenance of at least 25% of expenditures but no more than 40% in the general fund, and anything in excess is transferred to the capital projects fund.

Continued fiscal stability in 2021 and expected for 2022

As a result of strong economic growth and conservative budgeting, positive budgetary performance has driven operating surpluses, supporting a very strong general fund reserve. The city's primary sources of general fund revenue are permits and inspection fees (51%), property taxes (26%), and sales taxes (8%). Sales tax revenues increased by a significant 29% in fiscal 2021 and are tracking another 30% increase for fiscal 2022, which is stronger than the 10% increase budgeted. Fiscal 2021 ended with a $2.2 million operating surplus, although $2 million of this was transferred to the capital projects fund because the general fund balance is exceeding the top of the general fund balance policy. The general fund balance totaled $6.6 million, or 50% of general fund expenditures, for fiscal 2021.

For fiscal 2022, the city anticipates finishing the year with a projected $1 million surplus due to strong revenue collections and expenditure savings. The city is in the process of developing its fiscal 2023 budget. While we anticipate the budget will increase, reflecting inflation, a cost-of-living adjustment, and additional staff, we believe that the anticipated revenue growth will support its rising expenditures.

The city anticipates about $3.7 million in American Rescue Plan Act (ARPA) funds, which will support water and sewer projects in the downtown area. The city issued its 2014A and 2014B bonds through private placements, with approximately $3 million outstanding in fiscal 2021; we have reviewed the relevant documents and did not find any unusual terms, such as acceleration, that would pressure the city's liquidity.

Increased but manageable debt burden

After this issuance, the city's direct debt is roughly $144.6 million, $10 million of which is self-supported by the water and sewer fund. The 2022 certificates are expected to be self-supported by the water and sewer fund.

While the city's debt burden is manageable, we believe that growth-related capital needs will likely continue and that debt issuances will likely result in a prolonged very weak debt profile over the next few years.

Pension and OPEB liabilities are not medium-term credit pressures, as contributions are a modest share of the budget

The city participates in the Texas Municipal Retirement System (TMRS), a multiple-employer, public-employee retirement system. Under state law governing TMRS, an actuary determines the contribution rate annually. Anna has

historically met its annual required contribution. As of the latest measurement date (Dec. 31, 2020), the city has a net pension liability of $1.1 million and the plan is 90% funded. The city's OPEB liability is $139,515 as of the same measurement date.

Anna, Texas -- Key Credit Metrics

	Most recent	Historical information		
		2021	2020	2019
Strong economy				
Projected per capita EBI % of U.S.	106.19			
Market value per capita ($)	87,713.98			
Population		20,243	14,346	13,561
County unemployment rate(%)		4.3		
Market value ($000)	1,775,594	1,479,329	1,310,458	
Ten largest taxpayers % of taxable value	4.92			
Strong budgetary performance				
Operating fund result % of expenditures		0.59	4.80	6.19
Total governmental fund result % of expenditures		66.31	2.50	58.40
Very strong budgetary flexibility				
Available reserves % of operating expenditures		49.98	63.23	66.29
Total available reserves ($000)		6,546	6,422	5,705
Very strong liquidity				
Total government cash % of governmental fund expenditures		125.95	108.02	129.66
Total government cash % of governmental fund debt service		1,439.72	1,023.95	635.73
Strong management				
Financial Management Assessment	Good			
Very weak debt & long-term liabilities				
Debt service % of governmental fund expenditures		8.75	10.55	20.40
Net direct debt % of governmental fund revenue	182.42			
Overall net debt % of market value	13.95			
Direct debt 10-year amortization (%)	27.53			
Required pension contribution % of governmental fund expenditures		5.11		
OPEB actual contribution % of governmental fund expenditures		0.03		
Strong institutional framework				

EBI--Effective buying income. OPEB--Other postemployment benefits. Data points and ratios may reflect analytical adjustments.

Related Research

- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

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CREDIT OPINION
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Anna (City of) TX

Update to credit analysis

Summary

The City of Anna, TX's (Aa2 stable) credit profile benefits the maintenance of strong and stable operating reserves and manageable leverage at a time of very rapid economic expansion. The city's tax base growth is driven by strong demand for residential housing, ample land availability and access to employment opportunities throughout the Dallas-Fort Worth metroplex. Further supporting the credit profile are the city's strong resident incomes and low unemployment. The city's operating reserves are likely to remain strong given the city's use of multi-year forecasting and a conservative formal reserve policy. The profile is constrained by an elevated gross direct debt burden and reliance on the utility fund to support half of the city's outstanding debt. The leverage will remain elevated given slow amortization.

Credit strengths

» Strong and stable operating reserves

» Rapidly growing tax base in the Dallas-Fort Worth metropolitan area

Credit challenges

» Reliance on utility fund to pay about half of tax-backed debt

» Above median direct debt burden net of utility fund support

Rating outlook

The stable outlook reflects our belief that the city will maintain strong credit fundamentals during this period of intense growth given sound financial policies and limited debt plans.

Factors that could lead to an upgrade

» Moderation of debt levels

» Material economic expansion while maintaining strong operating reserves

Factors that could lead to a downgrade

» Erosion of operating reserves

» Inability of the utility fund to support tax backed debt

» Increased leverage absent corresponding growth of revenue or taxable value

Key indicators

Exhibit 1
Anna (City of) TX

	2017	2018	2019	2020	2021
Economy/Tax Base					
Total Full Value ($000)	$726,643	$891,475	$1,120,111	$1,310,458	$1,479,329
Population	11,318	12,271	13,052	15,010	14,159
Full Value Per Capita	$64,202	$72,649	$85,819	$87,306	$104,480
Median Family Income (% of US Median)	119.0%	119.7%	130.0%	130.0%	118.7%
Finances					
Operating Revenue ($000)	$8,305	$9,222	$11,239	$14,159	$17,049
Fund Balance ($000)	$4,498	$4,983	$6,011	$6,570	$6,616
Cash Balance ($000)	$4,437	$5,174	$5,682	$6,139	$6,782
Fund Balance as a % of Revenues	54.2%	54.0%	53.5%	46.4%	38.8%
Cash Balance as a % of Revenues	53.4%	56.1%	50.6%	43.4%	39.8%
Debt/Pensions					
Net Direct Debt ($000)	$6,689	$37,023	$36,871	$36,118	$43,285
3-Year Average of Moody's ANPL ($000)	$3,753	$3,856	$4,529	$5,692	$7,163
Net Direct Debt / Full Value (%)	0.9%	4.2%	3.3%	2.8%	2.9%
Net Direct Debt / Operating Revenues (x)	0.8x	4.0x	3.3x	2.6x	2.5x
Moody's - ANPL (3-yr average) to Full Value (%)	0.5%	0.4%	0.4%	0.4%	0.5%
Moody's - ANPL (3-yr average) to Revenues (x)	0.5x	0.4x	0.4x	0.4x	0.4x

Sources: US Census Bureau, Anna (City of) TX's financial statements and Moody's Investors Service

Profile

The City of Anna is located in north Collin County (Aaa stable), approximately 40 miles north of Dallas (A1 stable). The city's current footprint is 15 square miles with an extraterritorial jurisdiction (ETJ) that extends an additional 45 square miles. The 2021 estimated population is 18,330.

Detailed credit considerations

Economy and tax base: rapidly growing community in DFW metropolitan area

The City of Anna's rapid economic expansion of the past several years is likely to continue given ample land availability and access to employment opportunities throughout the Dallas-Fort Worth metroplex. Anna is benefitting from the intense demand for single family residential housing in the DFW area.

The city has a comprehensive plan, "Anna 2050", and created strong planning and building departments to help manage the rapid growth and development. In fiscal 2021 (September 30 year-end), the city issued 1,121 single-family residential building permits and is on track to issue an additional 1,100 building permits by year end. A number of housing developments are currently under various stages of construction with nearly 6,000 homes and several multifamily buildings planned. As residential growth has occurred, the city has also seen an increase in retail and commercial development to support residents. The city has seen the addition of several medical facilities, a business park and a town center shopping area.

The city's taxable value has expanded 22.3% annually over the past five years, including a 37.4% increase for fiscal 2023 to $2.4 billion. The city's ten largest taxpayers account for just 4.9% of fiscal 2022 full value. Resident incomes are strong with median family income equal to 118.7% of the nation in 2020.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the issuer/deal page on https://ratings.moodys.com for the most updated credit rating action information and rating history.

Financial operations and reserves: strong reserves supported by prudent fiscal management

The city's growing economy, conservative budgeting practices and policies, and use of multi-year financial planning are expected to support healthy financial operations and reserves in the coming years. In fiscal 2021, the city's general fund posted its eighth consecutive surplus, increasing available general fund reserves to $6.5 million, representing a strong 42.8% of revenue. Operating reserves (general + debt service funds) closed at $6.6 million, representing 38.8% of operating revenue. For fiscal 2022, management budgeted for slight draw on general fund reserves. However, management expects to achieve a surplus at year end due to stronger than budgeted property and sales tax collections. The city utilizes a five-year financial forecast that currently runs through fiscal 2027 and projects general fund reserves in excess of the city's formal policy of 40% of expenditures. The utility forecast includes planned annual rate increases. The city has received about $3.7 million in funding from the American Rescue Plan Act (ARPA), and plans to use this funding for one-time expenses including utility expansion.

The city's utility fund, which supports approximately 51% of its debt, is healthy with $6.1 million of unrestricted cash, or 220 days cash on hand. The utility system has also seen significant surplus operations over the past 3 years supported by rate increases and connection fees. Fiscal 2021 net revenues were $13.4 million which provided greater than 6 times coverage of annual debt service and would provide 2.25 times coverage of maximum annual debt service (MADS) when considering the Series 2022 issuance.

Liquidity

The city closed fiscal 2021 with $6.8 million in operating cash and investments, representing a healthy 39.8% of operating revenue. Liquidity will continue to move in line with fund balance.

Institutional framework

Texas Cities have an institutional framework score [1] of "Aa," which is strong. Institutional Framework scores measure a sector's legal ability to increase revenues and decrease expenditures. Revenues are largely derived from property taxes which tend to be highly stable and predictable, sales taxes which are moderately stable and predictable and other fees. As a result unpredictable revenue fluctuations tend to be minor, or under 5% annually. Cities have a moderate ability to raise revenues because most cities are at the sales tax cap set by state statute. Additionally, property taxes are subject to a statutory cap of $25 per $1,000 of assessed values, with no more than $15 allocated for debt. Although most cities are well under the cap, cities can only increase their property tax revenues by 3.5% on existing property without voter approval on an annual basis; all increases above 3.5% must be approved by voters. Operating expenditures for cities tend to be highly stable and predictable with minor fluctuations under 5% annually. Cities also have a strong ability to reduce expenditures.

Debt and pensions: elevated debt burden partially supported by utility fund

The city's debt profile exceeds peers, and is expected to remain elevated over the medium term given slow amortization. Gross direct debt far exceeds the national median at 6.1% of fiscal 2023 valuation including the issuance of the Series 2022 bonds and certificates of obligation. Net of the self-supporting debt, the debt burden drops to 3.0% of fiscal 2023 full value which is still elevated relative to similarly rated peers. Post-sale, the city will have $16.7 million of authorized but unissued general obligation debt.

The city's utility system supports 51% of the general obligation debt including all of the Series 2022 certificates of obligation. In addition to the support of the city's debt, the utility system also has revenue debt. Inclusive of the new debt, the utility system's leverage is manageable at 3.2 times operating revenues. An increase of leverage on the utility system or inability of the utility system to support debt service would put pressure on the credit profile.

Legal security

The city's general obligation bonds, including Series 2022, are direct obligations of the city, payable from the levy and collections of a direct and continuing annual ad valorem tax, within the limits prescribed by law, on all taxable property located with the city.

The city's combination tax and revenue certificates of obligation, including Series 2022, are payable from the levy and collections of a direct and continuing ad valorem tax levied on all taxable property within the limits prescribed by law. The certificates are additionally payable from a pledge of the surplus net revenues of the city's water and wastewater system.

Debt structure

All of the city's debt is fixed rate and matures over the long-term (final maturity in fiscal 2048). Principal amortization is slow with 26.1% of principal repaid within ten years.

Debt-related derivatives

The city is not party to any interest rate swaps or other derivative agreements.

Pensions and OPEB

The city contributes to the Texas Municipal Retirement System (TMRS). Budgetary pressure due to the city's participation in the plan is expected to remain minimal in the near term. Net of self-supporting contributions from enterprise funds, Moody's three-year adjusted net pension liability (ANPL) for the city, under our methodology for adjusting reported pension data, is $7.2 million, representing a low 0.4 times operating revenue and 0.5% of full value. The city's pension contributions have exceeded Moody's calculated "tread water" level each of the past six years.

The city offers other post employment benefits (OPEB) in the form of a supplemental death benefit, through TMRS. The city may terminate the coverage and discontinue participation by adopting an ordinance before November 1 of any year to be effective the following January 1.

Fixed costs consisted of debt service ($1.9 million), pension "tread water" contributions ($699,000), and OPEB contributions ($8,000) totaled $2.6 million in fiscal 2021, representing a manageable 15.2% of operating revenue.

ESG considerations

The City of Anna's ESG Credit Impact Score is neutral-to-low (CIS-2), reflecting neutral-to-low exposure to environmental risks and social considerations and positive impact from governance considerations.

Environmental

Anna's overall E issuer profile score is neutral to low (E-2), reflecting relatively low exposure to environmental risks across all categories, including physical climate risk, carbon transition, water management, natural capital, and waste and pollution.

Social

Anna's overall S issuer profile score is neutral-to-low (S-2), reflecting positive demographics and labor and income. Demographic trends have been positive with a significant population growth as the city sees continued residential development.Resident income levels are above the US median and unemployment is low. Exposure to health and safety, access to basic services, education and housing risks are neutral-to-low.

Governance

Anna's governance profile is a strength as captured by a positive G issuer profile score (G-1). Strong institutional structure and demonstrated policy credibility and effectiveness is positive. The city's transparency and disclosure risk is neutral to low, the city provides timely disclosures of annual audits and budget information. Budget management is also a strength supported by long range capital and financial planning even as budget outcomes typically surpass budgeted expectations demonstrating the city's conservative nature.

Rating methodology and scorecard factors

The US Local Government General Obligation Debt methodology includes a scorecard, a tool providing a composite score of a local government's credit profile based on the weighted factors we consider most important, universal and measurable, as well as possible notching factors dependent on individual credit strengths and weaknesses. Its purpose is not to determine the final rating, but rather to provide a standard platform from which to analyze and compare local government credits.

Exhibit 2

Anna (City of) TX

Rating Factors	Measure	Score
Economy/Tax Base (30%)[1]		
Tax Base Size: Full Value (in 000s)	$1,775,594	Aa
Full Value Per Capita	$125,404	Aa
Median Family Income (% of US Median)	118.7%	Aa
Finances (30%)		
Fund Balance as a % of Revenues	38.8%	Aaa
5-Year Dollar Change in Fund Balance as % of Revenues	19.4%	Aa
Cash Balance as a % of Revenues	39.8%	Aaa
5-Year Dollar Change in Cash Balance as % of Revenues	18.9%	Aa
Management (20%)		
Institutional Framework	Aa	Aa
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures	1.1x	Aaa
Debt and Pensions (20%)		
Net Direct Debt / Full Value (%)	2.4%	A
Net Direct Debt / Operating Revenues (x)	2.5x	A
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	0.4%	Aaa
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	0.4x	Aa
Notching Factors:[2]		
Unusually Strong or Weak Security Features		Up
	Scorecard-Indicated Outcome	Aa1
	Assigned Rating	Aa2

[1] Economy measures are based on data from the most recent year available.
[2] Notching Factors are specifically defined in the US Local Government General Obligation Debt methodology.
[3] Standardized adjustments are outlined in the GO Methodology Scorecard Inputs publication.
Sources: US Census Bureau, {OrgName}'s financial statements and Moody's Investors Service

Endnotes

1 The institutional framework score assesses a municipality's legal ability to match revenues with expenditures based on its constitutionally and legislatively conferred powers and responsibilities. See US Local Government General Obligation Debt (July 2020) methodology report for more details.

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REPORT NUMBER 1338648

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

MOODY'S
INVESTORS SERVICE

Item No. 4.e.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Jeff Freeth

AGENDA ITEM:
Report on Fall recreation programs and the upcoming Annafest.

SUMMARY:
Report on Fall recreation programs and the upcoming Annafest.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 3: Anna – Great Place to Live

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 9/8/2022
Jim Proce, City Manager	Final Approval - 9/8/2022

Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Carrie Land

AGENDA ITEM:
Approve the City Council Meeting Minutes for August 23, 2022. (City Secretary Carrie Land)

SUMMARY:
Approval of the August 23, 2022 Council Meeting Minutes.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:
1. Draft Minutes 2022-08-23

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 9/8/2022
Jim Proce, City Manager	Final Approval - 9/8/2022

Regular City Council Meeting
Meeting Minutes

Tuesday, August 23, 2022 @ 6:30 PM

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

The City Council of the City of Anna will meet at 6:30 PM, on August 23, 2022, at the Anna ISD Board Room, located at 201 E. 7th Street, to consider the following items.

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

Mayor Pike called the meeting to order at 6:34 PM.

Council Member Cain was absent.

2. **Invocation and Pledge of Allegiance.**

Mayor Pike led the Invocation and Pledge of Allegiance.

3. **Neighbor Comments.**

There were not any public comments.

Mayor Pike moved to Agenda Item 8. Closed Session.

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

Mayor Pike recessed the meeting at 6:37 PM.

Mayor Pike reconvened the meeting at 7:36 PM.

Upon reconvening the meeting, Mayor Pike went to Agenda Item 7. I.

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

a. Lee Lewis staff will provide an update on the status of the City Hall construction. (Director of Public Works Greg Peters, P.E.)

b. Drought Update (Director of Public Works, Greg Peters, P.E.)

c. Report on August 15, 2022 Parks Advisory Board Meeting. (Recreation Manager Jeff Freeth)

5. **Work Session. – These items were tabled to September 6, 2022 meeting.**

a. Discussion on revising the City Ordinances pertaining to construction hours within the corporate limits of the City of Anna, Texas. (Director of Public Works Greg Peters P.E.)

b. Discuss a potential Memorandum of Understanding with Anna ISD pertaining to construction and inspection responsibilities. (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.

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

a. Approve City Council Meeting Minutes for August 9, 2022. (City Secretary Carrie Land)

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

c. Review Monthly Financial Report for the Month Ending July 31, 2022. (Budget Manager Terri Doby)

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 July 31, 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.

d. Approve a Resolution authorizing the City Manager to approve an updated interlocal agreement for jail services between Collin County and the City of Anna. (Police Chief Dean Habel)

The Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

Collin County has proposed certain updated amendments to the Agreement, to include payment for County expenses in providing jail service for inmates, comprised of a "Basic Charge" of $76.54 per day or part of day per inmate that the City's peace officers, and additional charges for reimbursement of County expenses for health-care services, such that the updated Agreement shall be comprised of the terms set forth in the attached Exhibit 1 and Exhibit 2. Approval would extend the agreement through September 30, 2023.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AN UPDATED INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN COLLIN COUNTY, TEXAS AND THE CITY OF ANNA, TEXAS AND AUTHORIZING THE CITY MANGER TO EXECUTE SAME.

e. Approve a Resolution authorizing the City Manager to execute an updated interlocal agreement for emergency dispatch services between Collin County and the City of Anna. (Police Chief Dean Habel)

The Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

The City of Anna contracts with Collin County to provide emergency dispatch services for the police department. Collin County has proposed certain amendments to the interlocal Agreement, to include payment of dispatch service charges for FY2023 in the amount of $167,154.00 for the extension, and an annual connection fee of $108.00 for each radio registered on the system. The total cost quoted by Collin County to extend the agreement to September 30, 2023 is $172,230.00.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AN UPDATED INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH SERVICES BETWEEN COLLIN COUNTY, TEXAS AND THE CITY OF ANNA, TEXAS AND AUTHORIZING THE CITY MANGER TO EXECUTE SAME.

f. Approve a Resolution authorizing the City Manager to execute an updated interlocal agreement for emergency dispatch services between Collin County and the Anna Fire Department (Fire Chief Ray Isom)

Collin County provides dispatch services for both Anna PD and Anna FD. The County, through the Sheriff's Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel. Collin County provides dispatch services to Anna Fire Rescue as a courtesy, with no fee to the city, and will continue to do so throughout this agreement period. The City desires to continue obtaining dispatch services from the County as it is the only feasible method to accomplish this. Collin County collects and stores the city's data as it relates to dispatch services. This agreement remains in effect through September 30, 2023 and will be renewed at such time.

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

g. Approve a Resolution entering into an Interlocal Cooperation Agreement with Collin County for Road and Bridge Improvements for 2022-2026. (Director of Public Works Greg Peters, P.E.)

This item is to renew the Interlocal Cooperation Agreement with Collin County for Road and Bridge Construction for another 5-year term (2022-2026). The current ILA is expiring this year. The standard ILA allows the City of Anna to partner with Collin County to complete important road and bridge maintenance and construction projects, which provides for more efficient work and cost savings through the partnership.

The agreement does not bind either party to specific projects or obligations, rather it provides for a path forward on projects which benefit both Collin County and the City of Anna. Staff recommends approval of the item.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH COLLIN COUNTY, TEXAS FOR ROAD AND BRIDGE CONSTRUCTION FOR 2022 TO 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

7. **Items For Individual Consideration.**

a. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 26.2± acres on the east side of County Road 419, 370± feet north of E. Foster Crossing Road from SF-E Single-Family Residential – Large Lot to I-2 Heavy Industrial with Specific Use Permit for a permanent concrete, asphalt batching plant. (Planning Manager Lauren Mecke)

The applicant, Burnco, is requesting to rezone the subject property to Heavy Industrial District (I-2) with a Specific Use Permit (SUP) for a permanent concrete batching plant. An SUP application shall be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate with regard to the health, safety and welfare of the general public.

The Planning & Zoning Commission recommended approval.

Mayor Pike opened the public hearing at 8:19 PM.
There were no public comments.
Mayor Pike closed the public hearing at 8:19 PM.

(Property zoned under this ordinance is generally located on the east side of County Road 419, 370± feet north of E. Foster Crossing Road) - AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED $2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

b. Consider/Discuss/Action on a Resolution regarding Burnco Addition, Block A, Lot 1, Site Plan. (Planning Manager Lauren Mecke)

Concrete Batching Plant (Permanent) on one lot on 26.2± acres located on the east side of County Road 419, 370± feet north of E. Foster Crossing Road. This site plan is associated with a rezoning from SF-E Single-Family – Large Lot to I-2 Heavy Industrial with Specific Use Permit for a permanent concrete batching plant.

The purpose of the site plan is to show existing and proposed site improvements for the concrete batching plant.

The site plan is in conformance with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning and Zoning Commission recommended approval.

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

c. Consider/Discuss/Action on an Ordinance amending Article 5.03 (Alcoholic Beverages) within Chapter 5 (Business Regulations) of the City of Anna Code of Ordinances to allow for a Mixed Beverage Late Hours permit. (City Secretary Carrie Land)

At the July 26, 2022 City Council meeting under Neighbor Comments Mr. Brian Nichols addressed the Council requesting the city consider adopting an ordinance allowing a mixed beverage late hours permit that would allow the ability to serve alcohol until 2:00 a.m.. Under existingTexas Alcoholic Beverage Commission ("TABC") regulations, the holder of a mixed beverage permit may only sell mixed beverages Monday through Friday between 7:00 a.m. and 12:00

midnight, on Saturday 7:00 A.M. to Sunday 1:00 a.m., and Sunday 10:00 a.m. to 12:00 p.m. with food service, and until 12:00 a.m. otherwise.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS PROVIDING FOR LATE HOUR SALES OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION; PROVIDING A PENALTY NOT TO EXCEED $500; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

MOTION: Council Member Toten moved to approve. Council Member Miller seconded. Motion carried 5-1. Council Member Carver opposed.

d. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute Professional Service Project Orders to amend Master Professional Services Agreement # 2021-2026 with Jacobs for design work associated with four park projects. (Director of Neighborhood Services Marc Marchand)

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute Professional Service Project Orders to amend Master Professional Services Agreement # 2021-2026 with Jacobs for design work associated with four park projects.Approve a resolution authorizing the city manager to execute Professional Service Project Orders to amend Master Professional Services Agreement # 2021-2026 with Jacobs for design work associated with four park projects. The four projects are:

- Yank Park Phase 2 Improvements
- Natural Springs Park Secondary Parking Lot
- Slayter Creek Park Parking Expansion
- Pickleball and Basketball Courts at Slayter Creek Park

The total cost of professional services is $187,500. Slayter Creek Park Parking Expansion is funded by the 2021 Bond Program ($44,000). The other three projects are funded by the Park Development Fund ($143,500).

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING FOUR PROFESSIONAL SERVICE PROJECT ORDERS AMENDING MASTER AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT #2021-2026 WITH JACOBS.

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

e. Consider/Discuss/Action on a Resolution adopting a Street Naming Policy for the City of Anna. (Director of Public Works Greg Peters, P.E.)

Staff was directed earlier this year to develop a street naming policy for the City Council to consider. The attached policy is being proposed for use on all future requests for naming new streets and re-naming existing streets. The policy is only for major arterials, minor arterials, and collector roads as shown in the City of Anna Master Thoroughfare Plan. The policy will provide opportunities for

honoring the special contributions and gifts of Anna neighbors throughout history and to also provide opportunities to enhance community spirit.

Local streets are not a part of this policy.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING A POLICY AND PROCEDURE FOR THE NAMING AND RE-NAMING OF CITY STREETS.

MOTION: Mayor Pike moved to table. Council Member Toten seconded. Motion was withdrawn.

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

f. Conduct a Public Hearing and Consider/Discuss/Action on the adoption of ordinances implementing updated Roadway, Water, and Wastewater Impact Fees for the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)

Impact Fees are governed by Chapter 395 of the Texas Local Government Code. The City of Anna charges impact fees for roadway, water, and sanitary sewer (wastewater) infrastructure which are paid for by new development at the time of building permit. These one-time fees are used by the City to fund expansion projects to increase the roads, water systems, and sewer systems to accommodate the increased demand placed on the City's infrastructure.

The City contracted with Kimley Horn to provide the City with engineering services for updating the City's 10-year Capital Improvement Plan and completing an engineering study and report with recommendations for updated impact fees.

The CIAC committee voted unanimously in June to recommend approval of the proposed Impact Fees presented to the City Council last month. The City Council provided feedback indicating an interest in looking at setting the fees higher. As such, staff has increased the Roadway Impact Fee to the maximum allowed, and provided two options (A and B) for the Water and Wastewater Impact Fees. In addition, staff set the % of maximum fee by land use higher for the non-residential categories based on feedback provided by the City Council.

Impact fees are critical to the funding of public infrastructure required to meet the growing needs of the community. Increasing the impact fees is necessary due to rising construction costs of public infrastructure. Staff is proposing increases to the impact fees as described in the attached presentation and depicted in the proposed ordinances.

Mayor Pike opened the public hearing at 9:02 PM.
There were no public comments.
Mayor Pike closed the public hearing at 9:02 PM.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ADOPTING UPDATED LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENT PLANS, AND WATER AND WASTEWATER IMPACT FEES; AMENDING THE ANNA CITY CODE OF ORDINANCES PART IV, ARTICLE 7, SECTION 13

(WATER AND SEWER IMPACT FEES); PROVIDING FOR A PENALTY FOR ANY VIOLATION OF THIS ORDINANCE NOT TO EXCEED $2,000; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF..

MOTION: Council Member Miller moved to approve Option B. Council Member Carver seconded. Motion carried 5-1. Council Member Atchley opposed.

g. Consider/Discuss/Action on a Resolution awarding the subgrade construction of the Sherley Heritage Park Historic Train project to WOPAC Construction, Incorporated, in the amount not to exceed $78,875.00. (Director of Public Works Greg Peters, P.E.)

The City of Anna is seeking to construct the necessary improvements to Sherley Heritage Park to allow for the placement of a historic train locomotive. This item approves awarding the subgrade work to WOPAC Construction, Incorporated, through their Collin County contract. Through the Collin County Purchasing Program, the City of Anna is able to utilize Collin County contracts to take advantage of their larger purchasing power, providing the City with more competitive pricing than we would receive from a separate bid process.

The proposed cost of the subgrade construction is $78,875.00, which includes:

- $35,500 for excavation, cement stabilization, and 8" of sub ballast
- $33,375 for installing ballast after the rail ties are in place
- $10,000 in contingency funds for additional excavation or materials which may be required once construction begins

Staff recommends approval of the item. WOPAC will be able to begin the work in the next 60 days if approved.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AWARDING THE SUBGRADE CONSTRUCTION FOR THE SHERLEY HERITAGE PARK HISTORIC TRAIN PROJECT TO WOPAC CONSTRUCTION, INCORPORATED, IN THE AMOUNT NOT TO EXCEED SEVENTY EIGHT THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS ($78,875.00); AND PROVIDING FOR AN EFFECTIVE DATE.

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

h. Consider/Discuss/Action on a Resolution awarding the rail construction for the Sherley Heritage Park Historic Train Project to Track-Work, Incorporated, for an amount not to exceed $71,448.98. (Director of Public Works Greg Peters, P.E.)

The City of Anna is seeking to construct the necessary improvements to Sherley Heritage Park to allow for the placement of a historic train locomotive. This item approves awarding the installation of the train track/rail to Trac-Work, Incorporated.

The City completed a reverse auction for the scope of work utilizing the IonWave platform. The reverse auction ended on August 12, 2022. Two bids were receivedas shown in the bid results attached. The lowest qualified bid was received from TracWork, Inc.

The proposed cost of the rail construction is $71,448.98, which includes:

- $61,448.98 for excavation, cement stabilization, and 8" of sub ballast
- $10,000 in contingency funds for additional work or materials which may be required once construction begins

Staff recommends approval of the item. Trac-Work will begin work upon completion of the subgrade by WOPAC Construction.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AWARDING THE RAIL CONSTRUCTION FOR THE SHERLEY HERITAGE PARK HISTORIC TRAIN PROJECT TO TRAC-WORK, INCORPORATED, IN THE AMOUNT NOT TO EXCEED SEVENTY-ONE THOUSAND FOUR HUNDRED FORTY-EIGHT DOLLARS AND NINETY-EIGHT CENTS ($71,448.98); AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Council Member Carver moved to approve. Council Member Toten seconded. Motion carried 5-1. Mayor Pike opposed.

i. Consider/Discuss/Action a Resolution authorizing the City Manager to execute an impact fee reimbursement agreement to fund the engineering design of Leonard Avenue from Foster Crossing to the Collin County Outer Loop in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

Leonard Avenue is shown in the City of Anna Master Thoroughfare Plan as a Major Arterial Road which will be 6 lanes at buildout. Currently, the road is constructed as a 4-lane divided roadway through the Anna Town Square residential development.

Neighbors in Anna Town Square have reached out to the City with concerns regarding access and traffic congestion in their neighborhood. Currently, the primary entrance/exit is at FInley and SH 75. There is a local street (Vail Lane) which connects to Foster Crossing, and an unimproved section of Leonard which connects to Foster Crossing.

Active development projects will complete the construction of the unimproved section of Leonard to Foster Crossing in the near future. From Foster crossing to the Collin County Outer Loop, the road has yet to be designed. The surrounding land is owned by a single property owner, who is actively working through the early stages of the development process, but is not yet ready to subdivide or develop the property.

Neighbors in Anna Town Square have been actively requesting the City to consider moving the extension of Leonard forward, as a solution to their transportation concerns. The City has put together a plan with the landowner to begin the design process of the road so that it can begin to move forward. This agreement accomplishes that goal by establishing an agreement with the

landowner to have their engineer design the road.

The anticipated cost of engineering, surveying, and geotechnical work is $323,500.00. Staff is proposing this work be funded through Roadway Impact Fees. When the landowner develops the property, the City will receive these funds back through impact fees paid by the new development.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT WITH HARLAN PROPERTIES, INCORPORATED FOR THE DESIGN OF LEONARD AVENUE FROM FOSTER CROSSING ROAD TO THE COLLIN COUNTY OUTER LOOP IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Mayor Pike moved to approve. Council Member Miller seconded. Motion carried 5-1. Council Member Toten opposed.

j. Conduct a Public Hearing and Consider/Discuss/Act on an Ordinance changing the name of Throckmorton Boulevard. (Director of Public Works Greg Peters, P.E.)

The City of Anna Master Thoroughfare Plan includes Throckmorton Boulevard as a Major Collector Road which parallels US 75 from the northern City limit to Taylor Boulevard. There is a concern that this street name will be confusing when businesses and facilities are addressed off of it due to there being a Throckmortn Road in Melissa, Texas which has a major exit and overpass on US 75, most south of Anna. The two streets do not intersect or connect to each other, making it likely that future motorists will be confused and unable to get to their desired location in Anna.

Staff is recommending that the City Council re-name Throckmorton Boulevard within the corporate limits of the City of Anna in order to ensure the traveling public are not confused in regards to the address and location of businesses and properties located along Throckmorton Boulevard in Anna, Texas.

The Street Naming Policy established specific guidelines for considering new street names and re-naming of existing streets. Staff's recommendation is for the City Council to utilize the guidelines identified in the policy to select and approve a new name for the street by ordinance.

Mayor Pike opened the public hearing at 9:22 PM.
There were no public comments.
Mayor Pike closed the public hearing at 9:25 PM.

MOTION: Council Member Carver moved to table. Council Member Toten seconded. Motion carried 6-0..

k. Consider/Discuss/Action on a Resolution approving an Incentive Agreement for New Economic Development between the City of Anna and Palladium USA. (Director of Economic Development Joey Grisham)

Palladium is working on a 239-unit multifamily development in partnership with the Anna Public Facility Corporation, located on E. Foster Crossing Rd. The Anna PFC approved approximately $33 million in bonds for the project. Palladium is requesting a partial waiver of Park Development and Park Land Dedication Fees totaling $310,700. The Palladium East Foster Crossing project will include several amenities, including a resort-style pool, a children's playground, a dog park, fitness center, children's playroom, clubroom, business lab, conference room, and EV charging stations plus a ride share area.

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

l. Consider/Discuss/Action on a Resolution of the City of Anna, Texas, determining the costs of certain authorized improvements to be financed by the AnaCapri Public Improvement District; approving a preliminary service plan and assessment plan, including proposed assessment rolls; calling a regular meeting and noticing a public hearing for September 13, 2022, to consider an ordinance levying assessments on property located within the AnaCapri Public Improvement District; directing the filing of the proposed assessment rolls with the City Secretary to make available for public inspection; directing city staff to publish and mail notice of said public hearing; resolving other matters incident and related thereto; and a Resolution approving a minimum value to lien ratio. (Director of Economic Development Joey Grisham)

Mayor Pike recused himself from the meeting.

The developer is ready to move forward with the levying of assessments, so this item sets a Public Hearing for September 13, 2022 to consider an Ordinance to levy assessments for the AnaCapri Public Improvement District. It also includes the Preliminary Service and Assessment Plan (PSAP) and allows for a minimum value to lien ratio of 1.8.

MOTION: Council Member Miller moved to approve. Council Member Carver seconded. Motion carried 5-0.

Mayor Pike returned to the meeting.

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

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

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

b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov’t Code §551.072).

c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087). ETJ Development

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

MOTION: Mayor Pike moved to enter closed session. Council Member Miller seconded. Motion carried6-0.

Mayor Pike recessed the meeting at 9:31 PM.

Mayor Pike reconvened the meeting at 10:04 PM.

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

No action was taken.

10. **Adjourn.**

Mayor Pike adjourned the meeting at 10:04 PM.

Approved on August 23, 2022.

_____
Mayor Nate Pike

ATTEST:

_____
City Secretary Carrie L. Land

Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact:

AGENDA ITEM:
Review Minutes from the July 7, 2022 and August 2, 2022 Diversity and Inclusion Advisory Commission Meetings. (Assistant to the City Manager Kimberly Winarski)

SUMMARY:

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
N/A

STAFF RECOMMENDATION:
N/A

ATTACHMENTS:
1. July 7, 2022 Minutes
2. August 2, 2022 Minutes

APPROVALS:

Kimberly Winarski, Management Analyst	Created/Initiated - 9/8/2022
Jim Proce, City Manager	Final Approval - 9/8/2022

THE CITY OF Anna

MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

111 N Powell Parkway, Anna, TX 75409

Thursday, July 7, 2022 @ 6:30 PM

The Diversity and Inclusion Advisory Commission of the City of Anna met at 6:30 PM, on July 7, 2022, at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), to consider the following items below.

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

   The meeting was called to order at 6:32 by Theresa King-Bell. 5/7 members were present. Present: Alfredo Fernandez, Elijah Nelms, Dallen Morgan, Elizabeth Knapp, Theresa King-Bell. Absent: Christopher Prothro, Sinisa Slavnic.

2. **Invocation and Pledge of Allegiance.**

   Dallen Morgan led the invocation.

3. **Neighbor's Input.**

   No neighbors' comments.

4. **Reports.**

   a. City development and engagement opportunity: Neighbor Academy

      Staff liaison Kimberly Winarski presented on Neighbor Academy. It was restarted in 2021 as a 10-week program that serves as and intro to city government. In Fall 2021, 30 applied and 15 were accepted for limited physical capacity. In Fall 2022, we are hoping to accept 20-25 applicants for a Thursday evening session. There is the potential to do a daytime program in Spring 2023

   b. Engagement opportunity: Henry Clay "Yank" Washington Park ribbon cutting July 12

      Staff liaison Kimberly Winarski invited neighbors to attend the Henry Clay "Yank" Washington Park ribbon cutting on July 12 in the West Crossing Neighborhood.

   c. Meeting schedule and attendance policy

      Staff liaison Kimberly Winarski outlined the meeting schedule for the remainder of the board term. Meetings for Fall 2022-Spring 2023 are 1st Tuesday of the month. If a member has more than 3 absences in a calendar year, they can be removed from the board. Councilmember Ussery described how City Council will make decision to remove typically at the end of the term and the seat is opened up in June (exceptions for early release).

d. Review rules of procedure governing City Council and Board and Commission meetings

Staff liaison Kimberly Winarski gave everyone a copy of Resolution No. 2010-11-05. Members inquired about dress code needing to be updated. Kimberly Winarski said she will contact her manager about procedure for change and then will be placed on the agenda for August Meeting.

5. **Items For Individual Consideration.**

a. Consider/Act/Discuss Conversation Starters calendar

Staff liaison Kimberly Winarski provided a look at the agendas for the months ahead. Alfredo Fernandez volunteered to lead August. Elijah volunteered for September. October is anticipated to be the Community Listening Session. Past conversation topics were generational bias, serving neighbors with disabilities, and race and ethnicity categories and what they mean to people.

b. Consider/Act/Discuss approval of the June 21, 2022 Diversity and Inclusion Advisory Commission Meeting minutes

Alfredo Fernandez motioned to approve. Elijah Nelms seconded. 5-0-0, motion passed.

Dallen asked about putting agenda items on the agenda. Staff liaison Kimberly Winarski answered that if someone wants something on the agenda, they need to contact Kimberly W. prior to the meeting.

Meeting location was discussed for August. Councilmember Ussery mentioned that an update will be given at the City Council Meeting held next week.

6. **Adjourn.**

Meeting adjourned at 7:30 p.m.

Theresa Bell, Chairperson

Kimberly Winarski, Staff liaison

Persons with a disability who want to attend this meeting who may need assistance should contact the Assistant City Manager's office at 972-924-3325 two working days prior to the meeting so that appropriate arrangements can be made.

THE CITY OF
Anna

MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

111 N. Powell Parkway, Anna, Texas 75409

Tuesday, August 2, 2022 @ 6:30 PM

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

   Called to order at 6:32 p.m. Present: Alfredo Fernandez, Elijah Nelms, Dallen Morgan, Elizabeth Knapp, Theresa King-Bell; Absent: Sinisa Slavnic, Christopher Prothro.

2. **Invocation and Pledge of Allegiance**

3. **Neighbor's Input**

   At this time, any person may address the Diversity and Inclusion Advisory Commission regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Diversity and Inclusion Advisory Commission regarding an item that is not on this meeting agenda. Each person will be allowed up to 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.

   No neighbor's input.

4. **Reports.**

   a. City Developments: human resources internal diversity, equity, and inclusion training series.

      Staff liaison Winarski gave an overview of new city training. Developed by HR, it's a 6-part series. The program is already 2 weeks in and there has been good participation.

   b. Police and Public Safety Subcommittee Report: July 21 meeting.

      Theresa King-Bell, Elijah Nelms, and Elizabeth Knapp gave an update. Detective Mason is now working in a specialized role focused on crimes related to children. Chief is very transparent and is understanding the task at hand with the growth coming. Updates to Zoom need to be made so all people can be seen on the screen. Next meeting in August TBD and Elijah will initiate and email with streamlined questions.

   c. Anna Community Library Task Force Report.

      Alfredo Fernandez gave the update. Library concept video was sent out and we watched during meeting. Hoping to start in 3rd quarter of 2023 and finish in 2025, Design is still under consideration, so if any input please give soon.

5. **Items For Individual Consideration.**

   a. Consider/Act/Discuss cultural events public input meeting.

Recreation Manager Jeff Freeth gave an update on recreation. Frisbee golf is now ready to go, looking for ways to engage youth age, subcommittee meeting will happen prior to public wide listening session for cultural events.

b. Consider/Act/Discuss recommendations for updating dress code outlined in rules and procedures for city meetings.

Staff liaison Kimberly Winarski discussed language from other dress codes, new language will be put in place for next meeting to vote on. The board liked "During all official meetings of the Governing Body, members shall observe a business casual dress code which must be properly fitting in size and shape, neat, clean, and in conformance with safety standards."

c. August Conversation Starter: Diversity within the Hispanic Community in North Texas.

Alfredo Fernandez presented on Hispanic culture/languages, who is represented in North Texas, cuisine, different languages spoken, education levels, large conversation time prompted by appropriate use of words and respect from people of different nationalities.

d. Consider/Act/Discuss approval of the minutes from the July 7, 2022 Diversity and Inclusion Advisory Commission meeting.

Motion to approve- Theresa King-Bell. 2nd, Alfredo Fernandez- approved by all 5-0-0.

6. **Adjourn.**

Meeting adjourned at 8:25 p.m.

Theresa Bell, Chairperson

Kimberly Winarski, Staff liaison

Persons with a disability who want to attend this meeting who may need assistance should contact the Assistant City Manager's office at 972-924-3325 two working days prior to the meeting so that appropriate arrangements can be made.

Item No. 5.c.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Review Minutes of the July 5, 2022 and the August 1, 2022 Planning & Zoning Commission Meetings. (Director of Development Services Ross Altobelli)

SUMMARY:
Approved minutes from the July 5, 2022 and the August 1, 2022 Planning & Zoning Commission Meetings.

FINANCIAL IMPACT:
N/A

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

STAFF RECOMMENDATION:
N/A

ATTACHMENTS:
1. 07-05-2022 PZ Minutes (Signed)
2. 08-01-2022 PZ Minutes (Signed)

APPROVALS:

Salena Tittle, Planner II	Created/Initiated - 9/7/2022
Ross Altobelli, Director of Development Services	Approved - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

MINUTES
PLANNING AND ZONING COMMISSION
July 5, 2022

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on July 5, 2022, at the Anna ISD Board Room located at 201 E. 7th Street, to consider the following items.

1. Call to Order and Establishment of Quorum

   The meeting was called to order at 7:02 p.m.

   Commissioners present were Kelly Patterson-Herndon, David Nylec, Dennis Ogan, Douglas Hermann, Michelle Clemens, Paul Wenzel, and Staci Martin. Staff present was Ross Altobelli, Lauren Mecke, and Salena Tittle.

2. Invocation and Pledge of Allegiance

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

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

4. Location Map

Planning & Zoning Commission Organizational Review

5. Annual Planning & Zoning Commission Review

   A. Elect a Planning & Zoning Commission Chairman.

   A motion was made by Commissioner Clemens, seconded by Commissioner Ogan to elect Commissioner Kelly Patterson-Herndon as Chairwoman. The vote was unanimous.

   B. Elect a Planning & Zoning Commission Vice-Chairman.

   A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Nylec to elect Commissioner Clemens as Vice-Chairwoman. The vote was unanimous.

   C. Elect a Planning & Zoning Commission Secretary.

   A motion was made by Commissioner Martin, seconded by Commissioner Nylec to elect planning staff as secretary. The vote was unanimous.

   D. Review/Discuss/Action on Planning & Zoning Commission Rules of Procedure.

   Mr. Altobelli gave a brief presentation.

   A motion was made by Vice-Chairwoman Clemens, seconded by Chairwoman Patterson-Herndon to approve the Planning & Zoning Commission Rules of Procedure. The vote was unanimous.

Consent Items

A motion was made by Commissioner Ogan, seconded by Commissioner Nylec to recommend approval of consent items 6-12. The vote was unanimous.

6. Consider/Discuss/Action to approve minutes of the June 6, 2022 Planning & Zoning Commission Meeting.

7. Consider/Discuss/Action on the Anacapri, Phase 2, Final Plat. Applicant: Megatel Homes.

8. Consider/Discuss/Action on the Garner Tres, Block A, Lot 1, Final Plat. Applicant: Richard & Victoria Garner.

9. Consider/Discuss/Action on the Avery Pointe Commercial, Block A, Lots 1R, 4, & 5, Replat. Applicant: Ashton Gray, LLC.

10. Consider/Discuss/Action on the Avery Pointe Commercial, Block A, Lots 1R, 4, & 5, Site Plan. Applicant: Ashton Gray, LLC.

11. Consider/Discuss/Action on the Arden Park, Phase 1, Final Plat. Applicant: Arden Park Owner TX, LLC, a Delaware Limited Liability Company.

12. Consider/Discuss/Action on the Villages of Waters Creek, Block B, Lot 1, Preliminary Plat. Applicant: Anna 51 Joint Venture.

Items for Individual Consideration

13. Conduct a Public Hearing/Consider/Discuss/Action on the 75 North Addition, Lots 14R & 15R, Replat. Applicant: Bryan Peltier and Syeda Haque.

Mr. Altobelli introduced the item. The applicant is proposing to modify the lot line between Lots 14R and 15R due to an encroachment of the existing house on Lot 15R onto Lot 14R. The Replat is recommended for approval subject to the Board of Adjustment granting two (2) variances to the City of Anna Zoning Ordinance associated with:

1. Minimum lot area requirement for Lot 14R.

2. Minimum side yard, interior setback requirement for Lot 15R.

The Public Hearing was opened at 7:11 p.m.

The Public Hearing was closed at 7:12 p.m.

A motion was made by Commissioner Wenzel, seconded by Commissioner Hermann to recommend approval of the Replat subject to the Board of Adjustments approving the requested variances. The vote was unanimous.

14. Conduct a Public Hearing/Consider/Discuss/Action on a request to rezone 3.0± acres on the north side of Sam Rayburn Highway (S.H. 121), 2,070± feet west of E Farm-to-Market Road 455 from SF-E Single-Family Residential – Large Lot to C-2 General Commercial. Applicant: Paragon Realty Group, LLC.

Ms. Mecke introduced the item. The applicant is proposing to rezone the property from SF-E to C-2 zoning in order to allow for commercial development. The request is in conformance with the future land use plan and comprehensive plan.

The Public Hearing was opened at 7:15 p.m.

The Public Hearing was closed at 7:15 p.m.

A motion was made by Commissioner Hermann, seconded by Commissioner Martin to recommend approval of the zoning request. The vote was unanimous.

15. Conduct a Public Hearing/Consider/Discuss/Action on a request to rezone 0.4± acre located on the west side of N. Riggins Street, 670± north of Anthony Street from SF-1 Single-Family Residential District to Planned Development-SF-TH Townhome District with modified development standards. Applicant: Innovative Investments Inc.

Mr. Altobelli introduced the item. The applicant is requesting to rezone from SF-1 Single-Family Residential District to Planned Development-SF-TH Townhome District. Staff is recommending restrictions if the Commission recommends approval.

Chairwoman Patterson-Herndon asked if the roadway was a city road.

Mr. Altobelli answered yes.

The Public Hearing was opened at 7:20 p.m.

The applicant approached the podium and advised that he was there to answer any questions the Commission had regarding the project.

Commissioner Martin asked how many units they are providing in other cities.

The applicant listed several different cities that they are working in and the amount of units associated with each city.

Chairwoman Patterson-Herndon asked if the applicant had reached out to any of the surrounding neighbors.

The applicant advised no.

Chairwoman Patterson-Herndon asked how this will bring value to the neighborhood.

The applicant advised this would be the nicest product in the area and hopes that this will achieve the desired look and feel.

Chairwoman Patterson-Herndon asked about the density.

The applicant advised that the city is calling for higher density.

Chairwoman Patterson-Herndon asked if they would be willing to reduce the units down to five.

The applicant advised the Commission that they had already reduced the unit count from eight to six based on the recommendation by the Commission the last time the applicant came before them.

Mr. Altobelli approached the podium and asked the applicant for verification whether this will be one lot or individual lots because that would change the stipulations.

The applicant advised that their plan was to have it as six individual lots.

Mr. Altobelli advised that if they were six individual lots, that would change the requirements based on previous discussions with the applicant.

The applicant advised that they have no problem leaving it as one lot.

The Public Hearing was closed at 7:25 p.m.

The Commissioners continued discussions regarding the project and the applicant's request.

The Commission asked staff if the product meets the intent of the Comprehensive Plan.

Mr. Altobelli answered yes.

Chairwoman Patterson-Herndon expressed her concerns for the type of product and unit count for the downtown area and expressed concerns about approving the project in the sense that it would be setting a precedent for all future downtown projects.

A motion was made by Chairwoman Patterson-Herndon, seconded by Vice-Chairwoman Clemens to recommend denial of the zoning request. The vote was 3-4 causing the motion to fail.

A new motion was made by Commissioner Wenzel, seconded by Commissioner Nylec to recommend approval of the zoning request. The motion passed with a 4-3 vote with Chairwoman Patterson-Herndon, Vice-Chairwoman Clemens, and Commissioner Hermann voting against the motion.

16. Consider/Discuss/Action on the Salida Del Sol, Block A, Lot 1, Concept Plan. Applicant: Innovative Investments Inc.

Mr. Altobelli introduced the item. 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 future townhouse development and related site improvements. The concept plan complies with the zoning districts area regulations as requested by the zoning case.

A motion was made by Commissioner Wenzel, seconded by Commissioner Nylec to recommend approval of the Concept Plan. The vote was unanimous.

Adjourn

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Nylec to adjourn the meeting. The vote was unanimous. The meeting adjourned at 7:46 p.m.

Chairwoman Kelly Patterson-Herndon

ATTEST:

Planner II

MINUTES
PLANNING AND ZONING COMMISSION
August 1, 2022

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on August 1, 2022, at the Anna ISD Board Room located at 201 E. 7th Street, to consider the following items.

1. Call to Order and Establishment of Quorum

   The meeting was called to order at 7:01 p.m.

   Commissioners present were Kelly Patterson-Herndon, Dennis Ogan, Douglas Hermann, Michelle Clemens, and Staci Martin. Commissioners absent were David Nylec and Paul Wenzel. Staff present was Ross Altobelli, Lauren Mecke, and Salena Tittle. Also in attendance was Councilman Pete Cain and Councilman Lee Miller.

2. Invocation and Pledge of Allegiance

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

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

   Mr. Altobelli advised the Commission that the September Planning & Zoning Commission meeting will be taking place at the old city hall due to a City Council special meeting that will be taking place at the same date and time at the Anna ISD Board Room. Also, that September 6th is when the new City Hall will be open and that the Commission is welcome to stop by.

4. Location Map

Consent Items

Chairwoman Patterson-Herndon advised that she would like to pull Consent Agenda Item 5 from the Consent Agenda for discussion.

A motion was made by Commissioner Ogan, seconded by Commissioner Hermann to recommend approval of consent items 6-13. The vote was unanimous.

5. Consider/Discuss/Action to approve minutes of the July 5, 2022 Planning & Zoning Commission Meeting.

6. Consider/Discuss/Action on the Anna 455 Addition, Block A, Lots 5 & 6, Final Plat. Applicant: Brakes Plus, LLC.

7. Consider/Discuss/Action on the Anna 455 Addition, Block A, Lot 6, Site Plan. Applicant: Brakes Plus, LLC.

8. Consider/Discuss/Action on the Anna Town Square, Block A, Lot 1, Final Plat. Applicant: Grand Anna Owner, LLC.

9. Consider/Discuss/Action on the Arden Park, Phase 1, Final Plat. Applicant: Arden Park Owner TX, LLC, a Delaware Limited Liability Company.

10. Consider/Discuss/Action on the DHI Anna, Block A, Lots 1-3, Final Plat. Applicant: D.R. Horton – Texas, LTD.

11. Consider/Discuss/Action on the DHI Anna, Block A, Lot 1, Site Plan. Applicant: D.R. Horton – Texas, LTD.

12. Consider/Discuss/Action on the Henbest Addition, Block A, Lots 1 & 2, Replat. Applicant: Donald & Glenda Henbest.

13. Consider/Discuss/Action on the Anacapri Laguna, Block A, Lots 1 & 3, Site Plan. Applicant: Anacapri Laguna Azure, LLC.

Items for Individual Consideration

Discussion on Consent Agenda Item 5:

Chairwoman Patterson-Herndon advised that she pulled the consent item because she felt that Item No. 15 on the meeting minutes could have been a little more complete than they were.

Commissioner Ogan asked if she could be a little more specific.

Chairwoman Patterson-Herndon leaned in to show him what she was referring to.

Commissioner Martin advised staff that she felt the applicant's responses could have given more detail rather than just applicant answered.

Mr. Altobelli advised that minutes have changed over time and that minutes are now recorded for those to refer back to. He also advised that the intent for the written minutes is to give a brief description of what happened and not to be verbatim. Rather, the written minutes to be a reference guide to go back to the video if there are questions.

Commissioner Martin asked about the video in the event that the audio is not clear.

Mr. Altobelli advised that he understands using the owl speaker doesn't always pick up things clearly, but hopefully when we move into the new City Hall, the audio should be much better and clear.

Chairwoman Patterson-Herndon advised that she did not want to approve the minutes as they were presented. She suggested taking no action until the next meeting when staff can make correction.

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Martin to take no action on the July 5, 2022 Planning & Zoning Commission Meeting Minutes. The vote was unanimous.

14. Conduct a Public Hearing/Consider/Discuss/Action on a request to rezone 26.2± acres on the east side of County Road 419, 370± feet north of E. Foster Crossing Road from SF-E Single-Family Residential – Large Lot to I-2 Heavy Industrial with Specific Use Permit for a permanent concrete, asphalt batching plant. Applicant: Tricycle Lane Texas, LLC / Burnco Texas, LLC.

Ms. Mecke introduced the item. The applicant is proposing to rezone from SF-E to I-2 with an SUP for a permanent concrete batching plant. The zoning request is recommended for approval.

The Public Hearing was opened at 7:10 p.m.

The Public Hearing was closed at 7:11 p.m.

Chairwoman Patterson-Herndon asked about the zoning for the property that is listed on the appraisal district's website and that is already listed as industrial.

Ms. Mecke advised that the appraisal district's zoning listing has nothing to do with the city's zoning.

A motion was made by Commissioner Ogan, seconded by Chairwoman Patterson-Herndon to recommend approval of the zoning request. The vote was unanimous.

15. Consider/Discuss/Action on the Burnco Addition, Block A, Lot 1, Site Plan. Applicant: Tricycle Lane Texas, LLC / Burnco Texas, LLC.

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Ogan to recommend approval of the Site Plan. The vote was unanimous.

Adjourn

A motion was made by Commissioner Hermann, seconded by Commissioner Clemens to adjourn the meeting. The vote was unanimous. The meeting adjourned at 7:14 p.m.

Chairwoman Kelly Patterson-Herndon

ATTEST:

Salena Tittle

Planner II

Item No. 5.d.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Clark McCoy

AGENDA ITEM:
Approve a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2022 Rate Review Mechanism filing. (City Manager Jim Proce)

SUMMARY:
The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of $141.3 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $115 million, $83.26 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $95.8 million instead of the claimed $141.3 million.

The Executive Committee recommends a settlement at $115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Resolution/Ordinance before September 30, 2022.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

Approve as provided for in the staff report

ATTACHMENTS:

1. 2022 Atmos Mid-Tex RRM Model Staff Report
2. 2022 Atmos Mid-Tex RRM Settlement Resolution
3. CY21 MTX RRM - Average Bill
4. CY21 MTX RRM - Tariffs
5. CY21 MTX RRM - Pension Benchmark

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

July 28, 2022

MODEL STAFF REPORT FOR RESOLUTION OR ORDINANCE

BACKGROUND AND SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of $141.3 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $115 million, $83.26 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $95.8 million instead of the claimed $141.3 million.

The Executive Committee recommends a settlement at $115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Resolution/Ordinance before September 30, 2022.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate $115 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of $4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be $14.34 or 4.3 percent. Atmos provided bill impact comparisons containing this figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When

new rates become effective on October 1, 2022, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	Average Bill	Compared to RRM Cities
RRM Cities:	$73.22	-
DARR:	$71.96	($1.26)
ATM Cities:	$78.72	$5.50
Environs:	$78.53	$5.31

Note: DARR rate is as-filed 1/22/22. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional $115 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.

8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.

10. This section provides for an effective date upon passage.

11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $141.3 million in additional system-wide revenues, the RRM settlement at $115 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at $115 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2022. New rates become effective October 1, 2022.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of _____, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $115 million on a system-wide basis with an Effective Date of October 1, 2022; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2022 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $115 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2022 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

Section 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

RESOLUTION NO. _____

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF _____, 2022.

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021

Line No.							Current		Proposed		Change
1	**Rate R @ 43.8 Ccf**										
2	Customer charge						$ 20.85				
3	Consumption charge	43.8	CCF	X	$ 0.27979	=	12.25				
4	Rider GCR Part A	43.8	CCF	X	$ 0.35744	=	15.66				
5	Rider GCR Part B	43.8	CCF	X	$ 0.35918	=	15.73				
6	Subtotal						$ 64.49				
7	Rider FF & Rider TAX		$ 64.49	X	0.06408	=	4.13				
8	Total						$ 68.62				
9											
10	Customer charge							$	21.55		
11	Consumption charge	43.8	CCF	X	$ 0.36223	=			15.87		
12	Rider GCR Part A	43.8	CCF	X	$ 0.35744	=			15.66		
13	Rider GCR Part B	43.8	CCF	X	$ 0.35918	=			15.73		
14	Subtotal							$	68.81		
15	Rider FF & Rider TAX		$ 68.81	X	0.06408	=			4.41		
16	Total							$	73.22	$	4.60
17											6.71%
18											
19	**Rate C @ 345.7 Ccf**						**Current**		**Proposed**		**Change**
20	Customer charge						$ 56.50				
21	Consumption charge	345.7	CCF	X	$ 0.12263	=	42.39				
22	Rider GCR Part A	345.7	CCF	X	$ 0.35744	=	123.56				
23	Rider GCR Part B	345.7	CCF	X	$ 0.26532	=	91.71				
24	Subtotal						$ 314.16				
25	Rider FF & Rider TAX		$ 314.16	X	0.06408	=	20.13				
26	Total						$ 334.29				
27											
28	Customer charge							$	63.50		
29	Consumption charge	345.7	CCF	X	$ 0.14137	=			48.87		
30	Rider GCR Part A	345.7	CCF	X	$ 0.35744	=			123.56		
31	Rider GCR Part B	345.7	CCF	X	$ 0.26532	=			91.71		
32	Subtotal							$	327.64		
33	Rider FF & Rider TAX		$ 327.64	X	0.06408	=			20.99		
34	Total							$	348.63	$	14.34
35											4.29%

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2021

Line No.											
36	**Rate I @ 4278 MMBTU**							**Current**		**Proposed**	**Change**
37	Customer charge							$ 1,054.75			
38	Consumption charge	1,500	MMBTU	X	$	0.4330	=	649.50			
39	Consumption charge	2,778	MMBTU	X	$	0.3171	=	880.80			
40	Consumption charge	0	MMBTU	X	$	0.0680	=	-			
41	Rider GCR Part A	4,278	MMBTU	X	$	3.4906	=	14,931.86			
42	Rider GCR Part B	4,278	MMBTU	X	$	0.5485	=	2,346.33			
43	Subtotal							$ 19,863.24			
44	Rider FF & Rider TAX		$ 19,863.24	X	0.06408		=	1,272.82			
45	Total							$ 21,136.06			
46											
47	Customer charge									$ 1,204.50	
48	Consumption charge	1,500	MMBTU	X	$	0.4939	=			740.85	
49	Consumption charge	2,778	MMBTU	X	$	0.3617	=			1,004.69	
50	Consumption charge	0	MMBTU	X	$	0.0776	=			-	
51	Rider GCR Part A	4,278	MMBTU	X	$	3.4906	=			14,931.86	
52	Rider GCR Part B	4,278	MMBTU	X	$	0.5485	=			2,346.33	
53	Subtotal									$ 20,228.23	
54	Rider FF & Rider TAX		$ 20,228.23	X	0.06408		=			1,296.21	
55	Total									$ 21,524.44	$ 388.38
56											1.84%
57	**Rate T @ 4278 MMBTU**							**Current**		**Proposed**	**Change**
58	Customer charge							$ 1,054.75			
59	Consumption charge	1,500	MMBTU	X	$	0.4330	=	649.50			
60	Consumption charge	2,778	MMBTU	X	$	0.3171	=	880.80			
61	Consumption charge	0	MMBTU	X	$	0.0680	=	-			
62	Rider GCR Part B	4,278	MMBTU	X	$	0.5485	=	2,346.33			
63	Subtotal							$ 4,931.38			
64	Rider FF & Rider TAX		$ 4,931.38	X	0.06408		=	316.00			
65	Total							$ 5,247.38			
66											
67	Customer charge									$ 1,204.50	
68	Consumption charge	1,500	MMBTU	X	$	0.4939	=			740.85	
69	Consumption charge	2,778	MMBTU	X	$	0.3617	=			1,004.69	
70	Consumption charge	0	MMBTU	X	$	0.0776	=			-	
71	Rider GCR Part B	4,278	MMBTU	X	$	0.5485	=			2,346.33	
72	Subtotal									$ 5,296.37	
73	Rider FF & Rider TAX		$ 5,296.37	X	0.06408		=			339.39	
74	Total									$ 5,635.76	$ 388.38
75											7.40%

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 21.55 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 21.60 per month
Commodity Charge – All Ccf	$0.36223 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 63.50 per month
Rider CEE Surcharge	($ 0.01) per month[1]
Total Customer Charge	$ 63.49 per month
Commodity Charge – All Ccf	$ 0.14137 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4939 per MMBtu
Next 3,500 MMBtu	$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0776 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4939 per MMBtu
Next 3,500 MMBtu	$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0776 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the ith rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the ith schedule or classification.

HSF_i = heat sensitive factor for the ith schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

Bl_i = base load sales for the ith schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021

		Shared Services		Mid-Tex Direct			
Line No.	Description	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	Adjustment Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson						
1	Report as adjusted (1) (2) (3)	$ 1,715,323	$ 982,708	$ 3,137,022	$ 313,319	$ (341,412)	
2	Allocation to Mid-Tex	44.72%	44.72%	76.88%	100.00%	76.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 767,038	$ 439,436	$ 2,411,882	$ 313,319	$ (262,493)	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	$ 767,038	$ 439,436	$ 2,411,882	$ 313,319	$ (262,493)	$ 3,669,182
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.88%	79.88%	38.60%	11.00%	38.60%	
11							
12							
13	Total Pension Account Plan	$ 612,700		$ 931,100			$ 1,543,800
14	Total Post-Employment Benefit Plan		$ 351,016			$ (101,335)	249,681
15	Total Supplemental Executive Benefit Plan				$ 34,465		34,465
16	Total (Ln 13 + Ln 14 + Ln 15)	$ 612,700	$ 351,016	$ 931,100	$ 34,465	$ (101,335)	$ 1,827,946
17							
18	Notes:						
19	1. Studies not applicable to Mid-Tex or Shared Services are omitted.						
	2. Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.						
20	The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.						
21	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.						

Item No. 5.e.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding The H.M. Estates, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
One single-family residence and five accessory structures on one lot on 5.0± acres located on the west side of Trails End Lane, 1,580± feet southeast of County Road 505. Located within the Extraterritorial Jurisdiction (ETJ).

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 Development Plat is in conformance with the city's Subdivision Regulations.

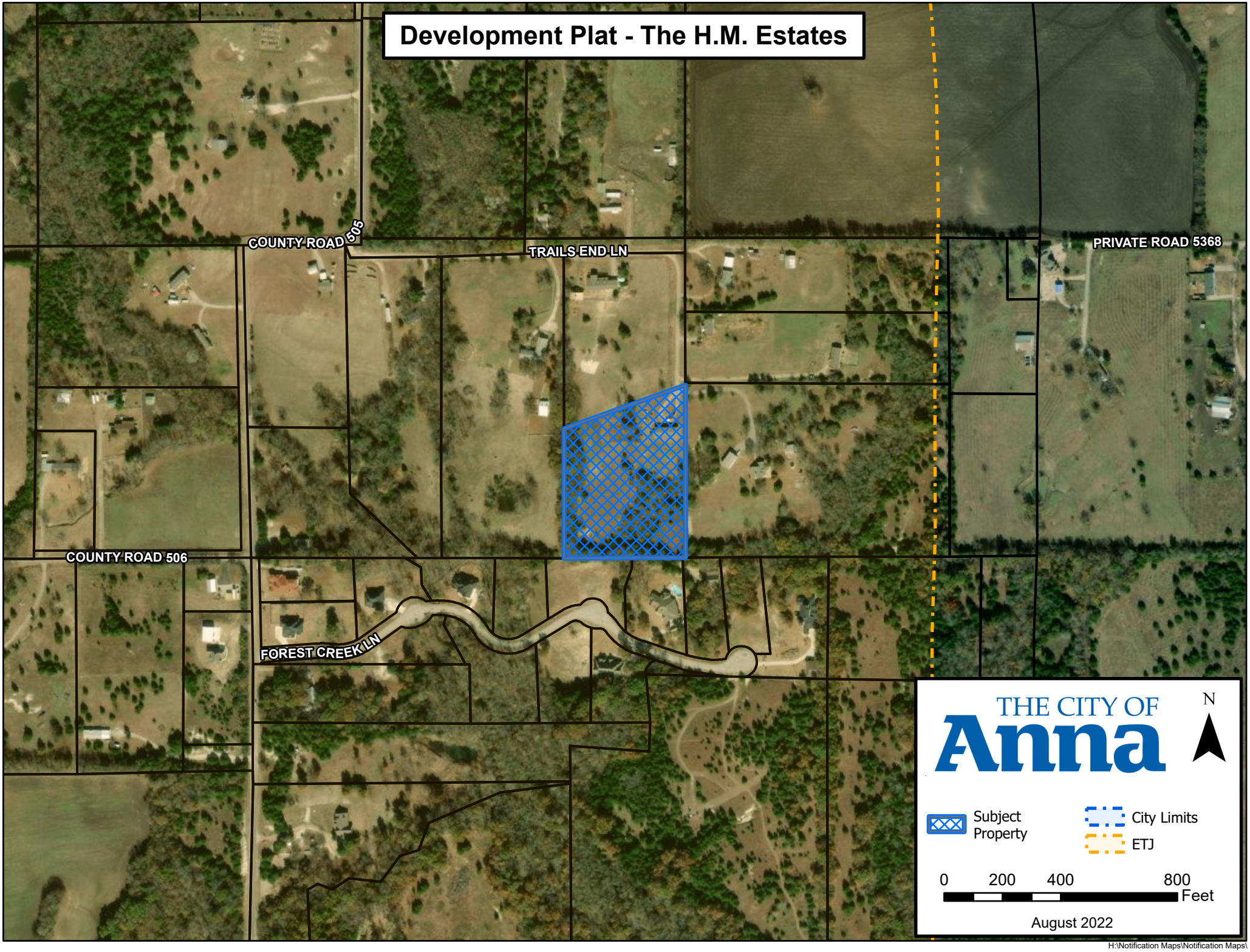
The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. The HM Estates Locator Map
2. RESOLUTION - The H.M. Estates, Bl A, Lt 1 (DP)
3. Exhibit A (STAMPED) - (DP) The H.M. Estates

APPROVALS:

Salena Tittle, Planner II	Created/Initiated - 9/1/2022
Ross Altobelli, Director of Development Services	Approved - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

Development Plat - The H.M. Estates



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE H.M. ESTATES, BLOCK A, LOT 1, DEVELOPMENT PLAT.

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

WHEREAS, Hallee Murphy has submitted an application for the approval of The H.M. Estates, Block A, Lot 1, Development Plat; 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 Development Plat

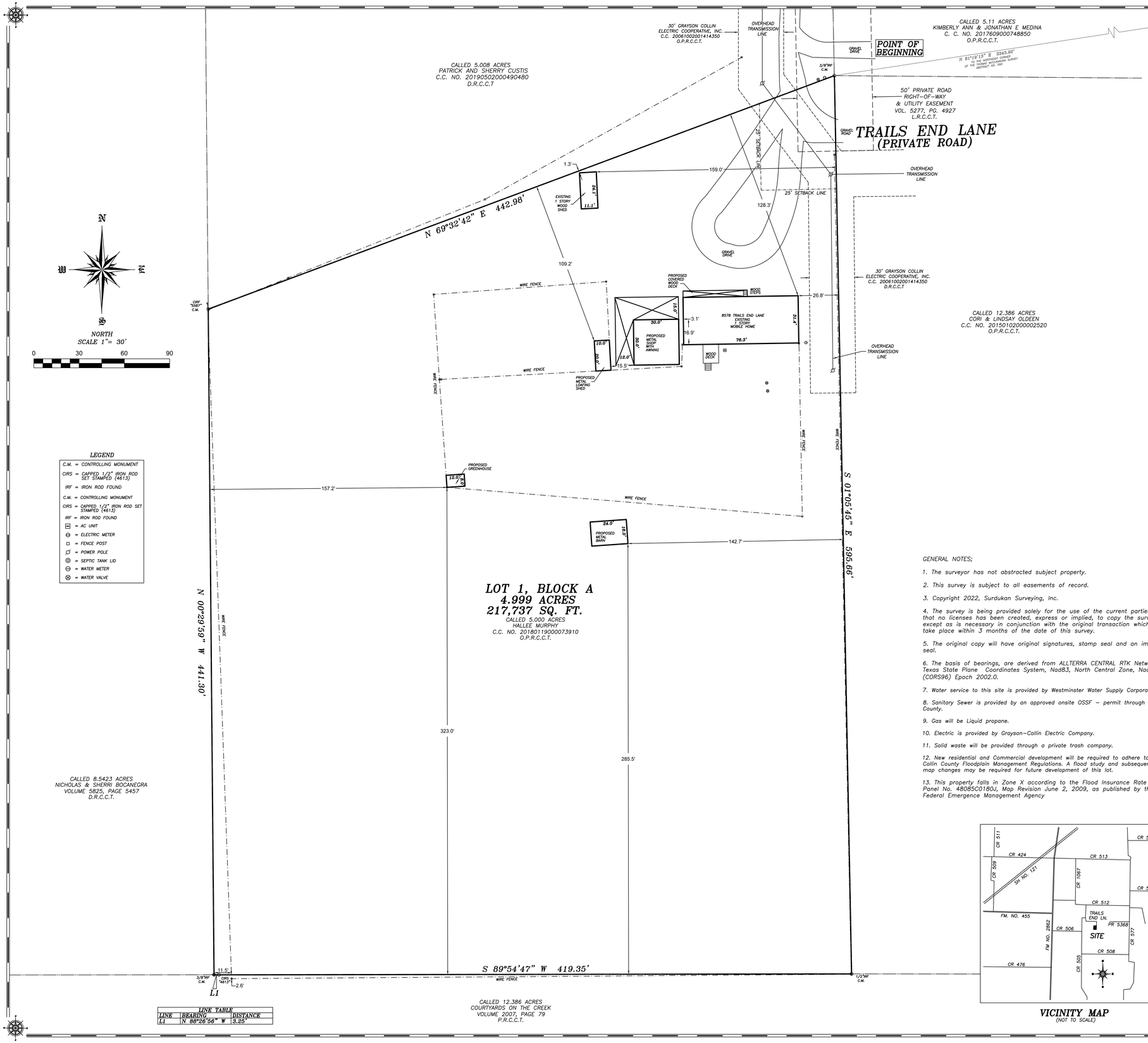
The City Council hereby approves The H.M. Estates, Block A, Lot 1, Development Plat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 13th day of September, 2022.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike



LEGEND

- C.M. = CONTROLLING MONUMENT
- CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
- IRF = IRON ROD FOUND
- C.M. = CONTROLLING MONUMENT
- CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
- IRF = IRON ROD FOUND
- = AC UNIT
- = ELECTRIC METER
- = FENCE POST
- = POWER POLE
- = SEPTIC TANK LID
- = WATER METER
- = WATER VALVE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°26'56" W	3.25'

LEGAL DESCRIPTION

BEING a tract of land situated in the Thomas McClanahan Survey, Abstract No. 560, Collin County, Texas and being all of a called 5.000 acre tract conveyed to Hallee Murphy as recorded in County Clerk No. 20180119000073910 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod found for the northeast corner of said 5.000 acre tract of land and said iron rod being the southeast corner of a called 5.008 acre tract conveyed to Patrick and Sherry Custis as recorded in County Clerk No. 20190502000490480 of the Official Public Records of Collin County, Texas;

THENCE S 01°05'45" E a distance of 595.66' to a 1/2" iron rod found for the southeast corner of the called 5.000 acre tract of land;

THENCE S 89°54'47" W a distance of 419.35' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 88°26'56" W a distance of 3.25' to a 3/8" iron rod found for corner for the southwest corner of said 5.000 acre tract of land;;

THENCE N 00°29'59" W a distance of 441.43' to a capped iron rod found for corner for the northwest corner of said 5.000 acre tract of land and said capped iron rod also being the southwest corner of the called 5.008 acre tract of land;

THENCE N 69°32'42" E a distance of 442.98' to the POINT OF BEGINNING, and containing 217,737 Square Feet or 4.999 acres of land.

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

Registered Professional Land Surveyor
Registration No. 4613

STATE OF TEXAS REGISTERED DAVID J. SURDUKAN 4613 PROFESSIONAL LAND SURVEYOR

GENERAL NOTES;

1. The surveyor has not abstracted subject property.
2. This survey is subject to all easements of record.
3. Copyright 2022, Surdukan Surveying, Inc.
4. The survey is being provided solely for the use of the current parties and that no licenses has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within 3 months of the date of this survey.
5. The original copy will have original signatures, stamp seal and an impression seal.
6. The basis of bearings, are derived from ALLTERRA CENTRAL RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.
7. Water service to this site is provided by Westminster Water Supply Corporation.
8. Sanitary Sewer is provided by an approved onsite OSSF – permit through Collin County.
9. Gas will be Liquid propane.
10. Electric is provided by Grayson-Collin Electric Company.
11. Solid waste will be provided through a private trash company.
12. New residential and Commercial development will be required to adhere to the Collin County Floodplain Management Regulations. A flood study and subsequent FEMA map changes may be required for future development of this lot.
13. This property falls in Zone X according to the Flood Insurance Rate Maps, Panel No. 48085C0180J, Map Revision June 2, 2009, as published by the Federal Emergence Management Agency

CERTIFICATE OF APPROVAL

Approved this ____ day of _____, 2022, by the City Council of the City of Anna Texas.

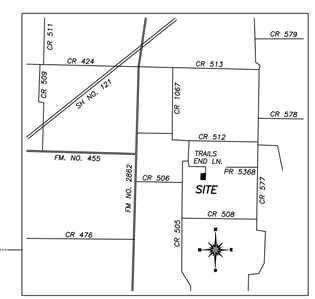
_____
(Mayor)

_____
City Secretary

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A



VICINITY MAP
(NOT TO SCALE)

DEVELOPMENT PLAT
OF
THE
H.M. ESTATES
BLOCK A, LOT 1
BEING 4.999 ACRES OUT OF THE
THOMAS McCLANAHAN SURVEY, ABSTRACT NO. 560
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS

OWNERS
HALLEE MURPHY
8820 TRAILS END LANE
ANNA, TEXAS 75409
(620) 755-5982

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

SCALE 1" = 30' DATE: AUGUST 10, 2022 JOB No. 2022-158

Item No. 5.f.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding The Melgar Estates, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
One single-family residence and four accessory structures on one lot on 10.0± acres located at the northeast corner of County Road 376 and Winding Oaks Trail. Located within the Extraterritorial Jurisdiction (ETJ).

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 Development Plat is in conformance with the city's Subdivision Regulations.

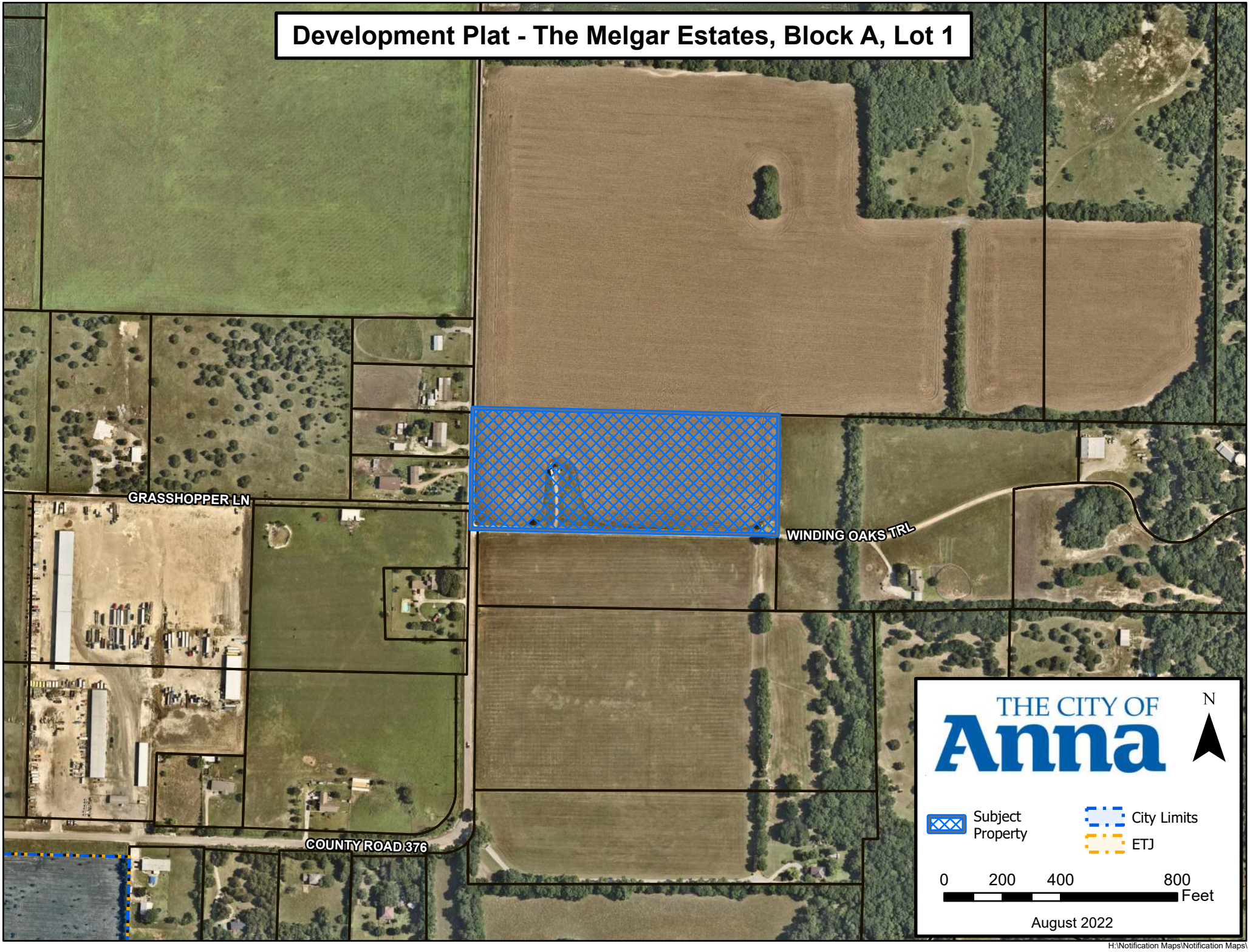
The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. The Melgar Estates Locator Map
2. RESOLUTION - The Melgar Estates, Bl A, Lt 1 (DP)
3. Exhibit A (STAMPED) - The Melgar Estates

APPROVALS:

Salena Tittle, Planner II	Created/Initiated - 9/1/2022
Ross Altobelli, Director of Development Services	Approved - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

Development Plat - The Melgar Estates, Block A, Lot 1



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

WHEREAS, Jose Melgar has submitted an application for the approval of The Melgar Estates, Block A, Lot 1, Development Plat; 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 Development Plat

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

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 13th day of September, 2022.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

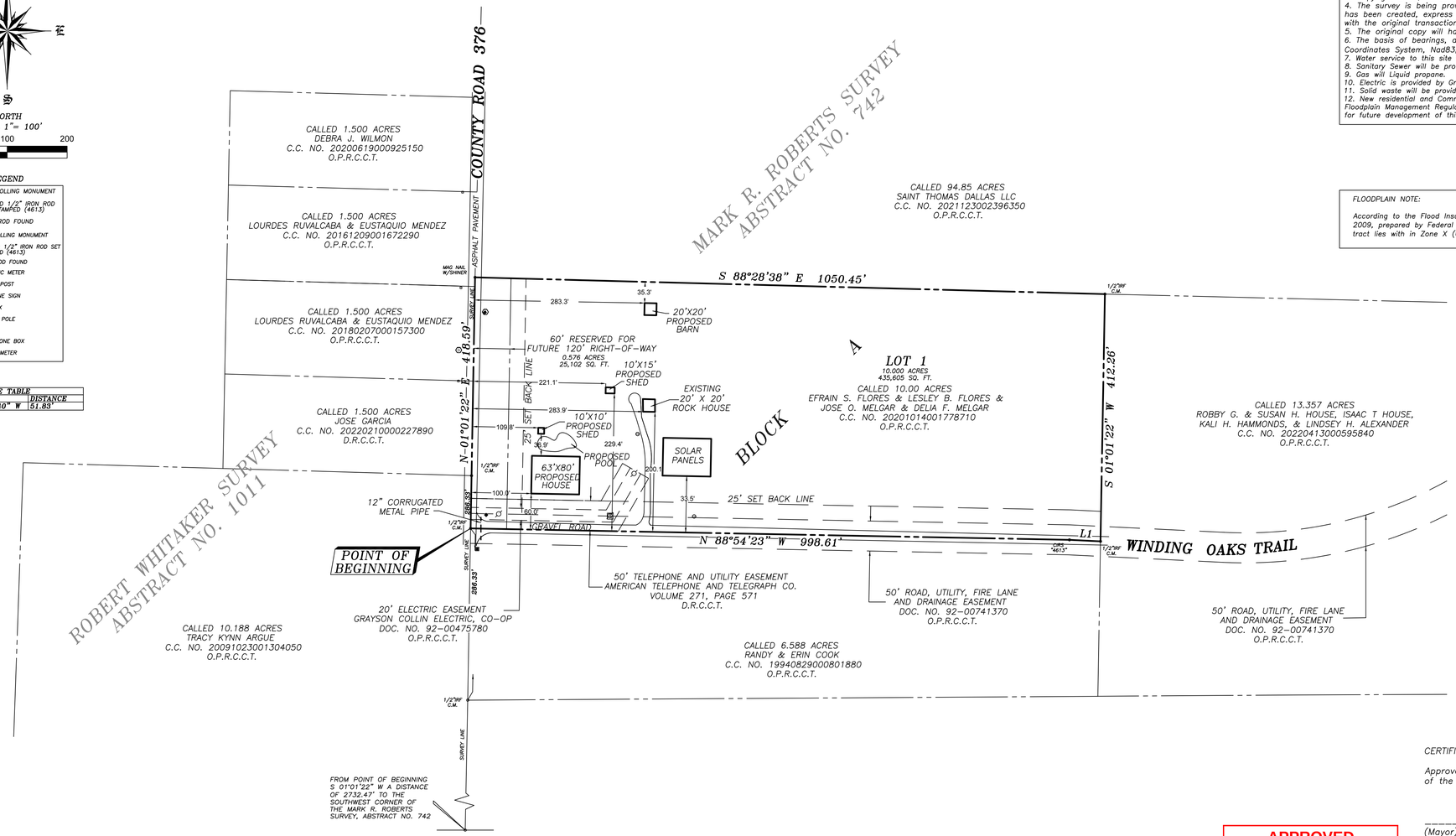
N
W E
S

NORTH
SCALE 1"= 100'
0 100 200

LEGEND

C.M. = CONTROLLING MONUMENT
CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
IRF = IRON ROD FOUND
C.M. = CONTROLLING MONUMENT
CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
IRF = IRON ROD FOUND
= ELECTRIC METER
= FENCE POST
= GAS LINE SIGN
= MAILBOX
= POWER POLE
= SIGN
= TELEPHONE BOX
= WATER METER

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°12'40" W	51.83'



GENERAL NOTES;

1. The surveyor has not abstracted subject property.
2. This survey is subject to all easements of record.
3. Copyright 2022, Surdukan Surveying, Inc.
4. The survey is being provided solely for the use of the current parties and that no licenses has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within 3 months of the date of this survey.
5. The original copy will have original signatures, stamp seal and an impression seal.
6. The basis of bearings, are derived from ALLTERRA CENTRAL RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.
7. Water service to this site is provided by North Collin Water Supply Corporation.
8. Sanitary Sewer will be provided by an approved onsite OSSF – permits through Collin County.
9. Gas will Liquid propane.
10. Electric is provided by Grayson-Collin Electric Company.
11. Solid waste will be provided through a private trash company.
12. New residential and Commercial development will be required to adhere to the Collin County Floodplain Management Regulations. A flood study and subsequent FEMA map changes may be required for future development of this lot.

FLOODPLAIN NOTE:

According to the Flood Insurance Rate Map (FIRM) Map No. 48085C0070 J, dated June 2, 2009, prepared by Federal Emergency Management Agency (FEMA) for Collin County, Texas, this tract lies with in Zone X (Unshaded).

CERTIFICATE OF APPROVAL

Approved this ___ day of _____, 2022, by the City Council of the City of Anna Texas.

_____
(Mayor)

_____
City Secretary

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land situated in the Mark R. Roberts Survey, Abstract No. 742, in the City of Anna ETJ, Collin County, Texas, and also being all of a 10.000 acre tract conveyed to Efrain S. Flores, Lesley B. Flores, Jose O. Melgar, and Delia F. Melgar, as recorded in C.C. No. 20201014001778710, Official Public Records of Collin County, Texas, and being more particularly described in metes and bounds as follows;

BEGINNING in County Road No. 376 at a 1/2" iron rod found for the southwest corner of the called 10.000 acre tract of land, said iron rod being the starting point for the centerline description of a non-exclusive easement for road, utility, fire lane, and drainage easement as recorded in Document No. 92-00741370, Official Public Records of Collin County, Texas, and said iron rod also being the northwest corner of a called 6.588 acre tract of land conveyed to Randy and wife, Erin Cook as recorded in County Clerk No. 19940829000801880, Official Public Records of Collin County, Texas;

THENCE N 01°01'22" E with County Road No. 367 a distance of 418.59' to a Mag Nail with shiner set for the northwest corner of the called 10.000 acre tract of land;

THENCE S 88°28'38" E a distance of 1050.45' to a 1/2" iron rod found for the northeast corner of the called 10.000 acre tract of land;

THENCE S 01°01'22" W a distance of 412.26' to a 1/2" iron rod found for the southeast corner of the called 10.000 acre tract of land and said iron rod being in the aforementioned centerline description of a non-exclusive easement for road, utility, fire lane, and drainage easement;

THENCE N 87°12'40" W with the south line of the called 10.000 acre tract of land and the aforementioned centerline easement description a distance of 51.83' to a 1/2" iron rod with plastic cap stamped "4613" set for corner;

THENCE N 88°54'23" W continuing with the south line of the called 10.000 acre tract of land and the aforementioned centerline easement description a distance of 998.61' to the POINT OF BEGINNING and containing 435,605 Square Feet or 10.000 acres of land.

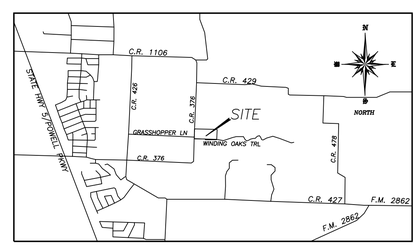
SURVEYOR'S CERTIFICATE

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

Registered Professional Land Surveyor
Registration No. 4613

Date: August 10, 2022

STATE OF TEXAS
REGISTERED
DAVID J. SURDUKAN
4613
PROFESSIONAL
LAND SURVEYOR



LOCATION MAP
NTS

DEVELOPMENT PLAT
OF
THE
MELGAR ESTATES
BLOCK A, LOT 1
BEING 10.000 ACRES OUT OF THE
MARK R. ROBERTS SURVEY, ABSTRACT NO. 742
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS

OWNERS
EFRAIN S. FLORES & LESLEY B. FLORES AND
JOSE O. MELGAR & DELIA F. MELGAR
1621 PIN OAK TRL.
ANNA, TEXAS 75409
(469) 464-6257

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

SCALE 1" = 100' DATE: AUGUST 3, 2022 JOB No. 2022-139

Item No. 5.g.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the J & T Moore Addition, Block A, Lots 1 & 2, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
One single-family residence on Lot 1 and vacant lot on 5.0± acres located on the east side of County Road 289, 500± feet north of County Road 290. Located within the Extraterritorial Jurisdiction (ETJ).

The purpose of the Final Plat is to create two buildable lots by dedicating lot and block boundaries, easements, and right-of-way necessary for future development.

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 Final Plat is in conformance with the city's Subdivision Regulations.

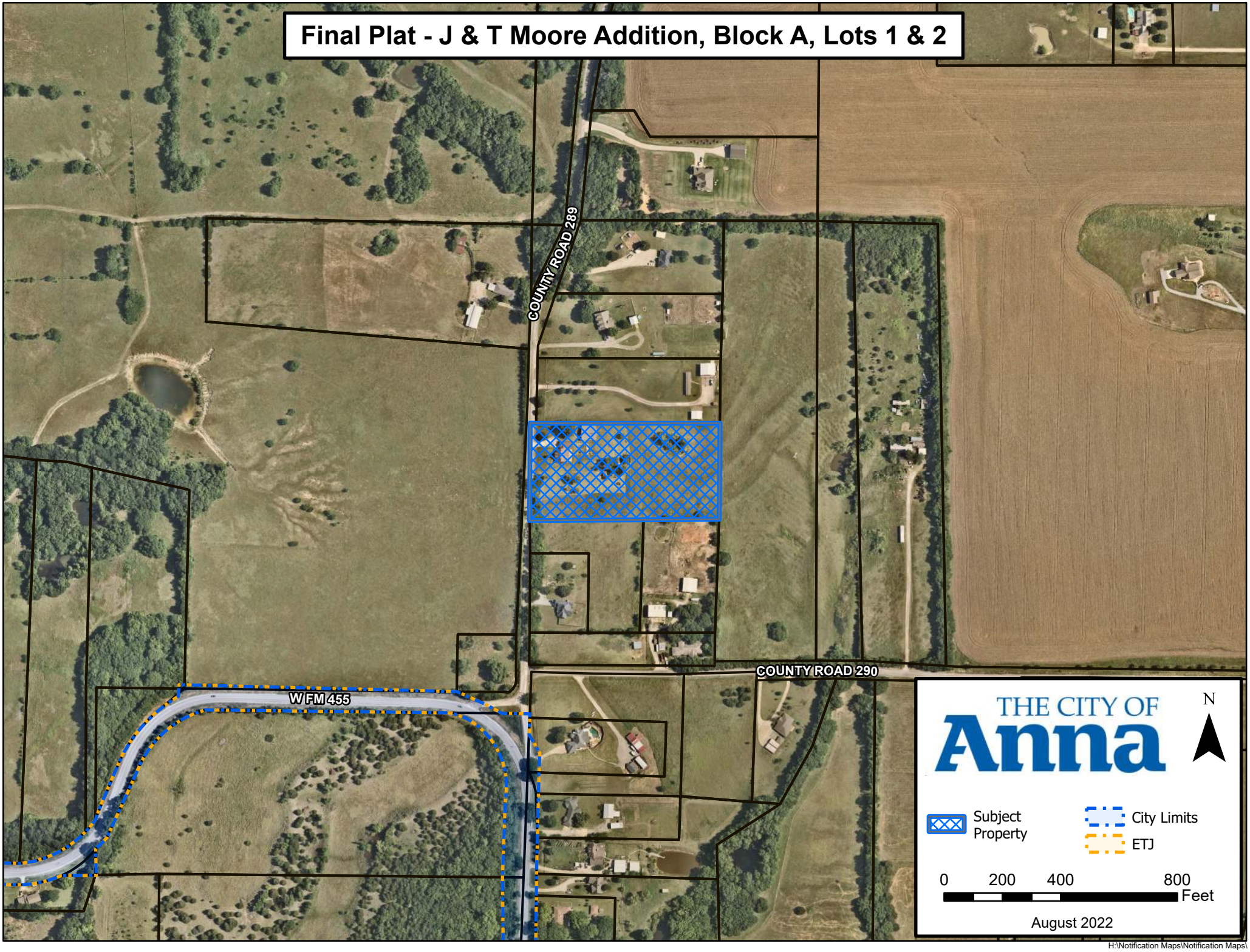
The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. J & T Moore Addition Locator Map
2. RESOLUTION - (FP) J & T Moore Addition
3. Exhibit A (STAMPED) - J & T Moore Addition, Block A, Lots 1 & 2 FP

APPROVALS:

Salena Tittle, Planner II	Created/Initiated - 9/1/2022
Ross Altobelli, Director of Development Services	Approved - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

Final Plat - J & T Moore Addition, Block A, Lots 1 & 2



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING J & T MOORE ADDITION, BLOCK A, LOTS 1 & 2, FINAL 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, Jason Moore has submitted an application for the approval of the J & T Moore Addition, Block A, Lots 1 & 2, Final Plat; 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 Final Plat

The City Council hereby approves the J & T Moore Addition, Block A, Lots 1 & 2, Final Plat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 13th day of September, 2022.

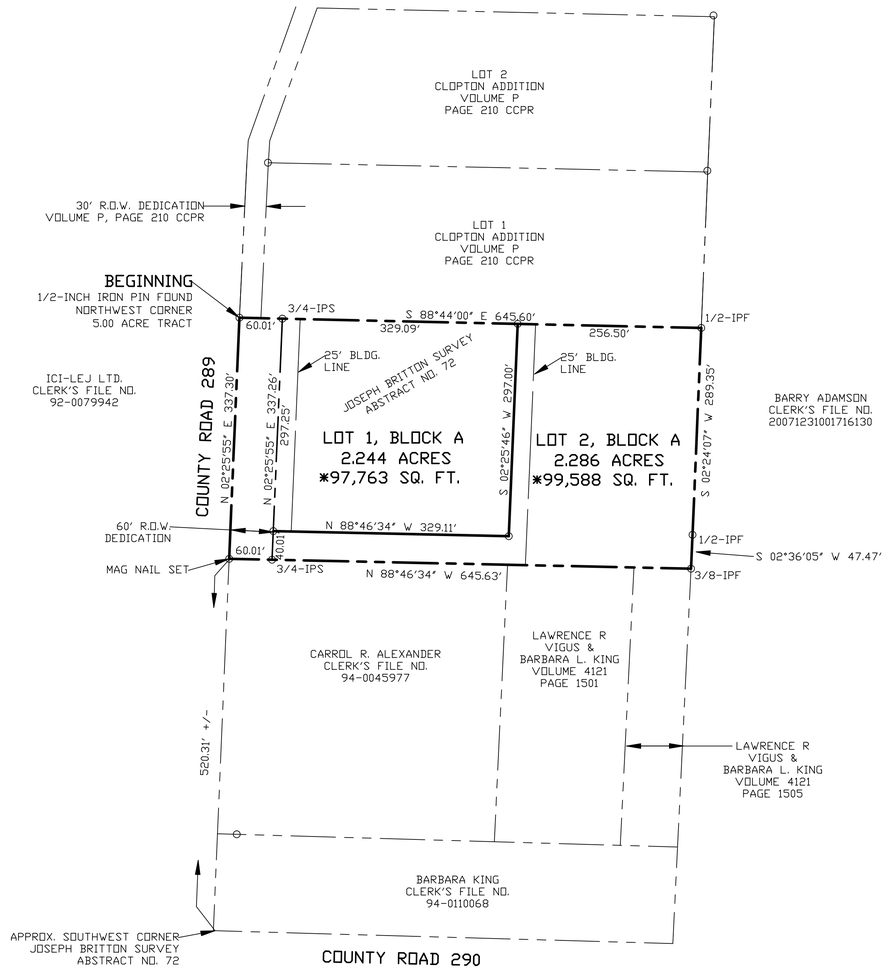
ATTEST: APPROVED:

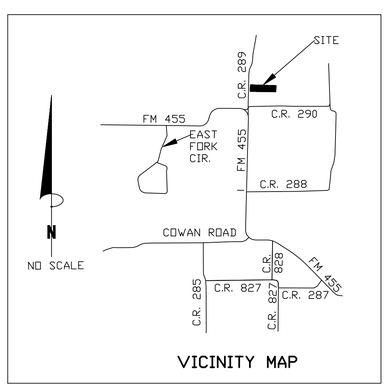
_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

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

_____
Designated Representative for Collin County Development Services





VICINITY MAP

THE PURPOSE OF THE PLAT IS TO PLAT TWO LOTS.

* DENOTES SQUARE FOOTAGE AS CALCULATED

BEARING BASE: SOUTH LINE CLOPTON ADDITION, VOLUME P, PAGE 210 CCPR

CONTROLLING MONUMENTS: 1/2-INCH IRON PIN FOUND SOUTHEAST CORNER AND SOUTHWEST CORNER CLOPTON ADDITION.

ACCORDING TO FLOOD INSURANCE RATE MAP NO. 48085C0155 J, DATED 6-02-2009 LOT 1 & LOT 2, BLOCK A SHOWN HEREON ARE NOT IN THE 100 YEAR FLOOD PLAIN.

N

100 0 100 200
Scale: 1" = 100'

FIRM: BRUCE GEER, SURVEYOR
FIRM REGISTRATION # 10150700

LEGEND

3/8-IPF	DENOTES 3/8-INCH IRON PIN FOUND
3/4-IPS	DENOTES 3/4-INCH IRON PIN SET
1/2-IPF	DENOTES 1/2-INCH IRON PIN FOUND
CCPR	COLLIN COUNTY PLAT RECORDS

OWNER'S CERTIFICATE

STATE OF TEXAS)(
COUNTY OF COLLIN)(

WHEREAS Jason B. Moore and Theresa A. Moore are the owners of a tract of land situated in Collin County, Texas, in the Joseph Britton survey, abstract no. 72, being a survey of the 5.00 acre tract described in a deed from Carrol R. Alexander to Jason B. Moore and Theresa A. Moore, recorded as clerk's file no. 20090504000531980 of the official public records of Collin County, Texas, being described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pin found at the northwest corner of said 5.00 acre tract, near the center of County Road 289;

THENCE South 88°44'00" East, with the north line of said 5.00 acre tract, 645.60 feet to a 1/2-inch iron pin found at the northeast corner of said 5.00 acre tract;

THENCE South 02°24'07" West, with the east line of said 5.00 acre tract, 289.35 feet to a 1/2-inch iron pin found;

THENCE South 02°36'05" West, with the east line of said 5.00 acre tract, 47.47 feet to a 3/8-inch iron pin found at the southeast corner of said 5.00 acre tract;

THENCE North 88°46'34" West, with the south line of said 5.00 acre tract, 645.63 feet to a mag nail set at the southwest corner of said 5.00 acre tract; same being in said County Road 289;

THENCE North 02°25'55" East, with said County Road 289 and with the west line of said 5.00 acre tract, 337.30 feet to the PLACE OF BEGINNING and containing 4.995 acres or 217,589 square feet(as calculated).

COUNTY OF COLLIN)(
STATE OF TEXAS)(
NOW, THEREFORE, KNOW ALL MEN BY THESES PRESENTS:
That, Jason Moore and Theresa Moore, does hereby adopt this plat designating the herein above described property as J & T MOORE ADDITION, LOT 1 & 2, BLOCK A, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

WITNESS my hand at this the _____day of _____20____.

_____
Jason B. Moore, owner

STATE OF TEXAS:)(
COUNTY OF COLLIN:)(
Before me, the undersigned authority, a notary public in and for the state, on this day personally appeared Jason B. Moore, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.
Given under my hand and seal of office, this the _____ day of _____,20_____.

_____
Notary Public in and for the State of Texas

_____
Theresa A. Moore, owner

STATE OF TEXAS:)(
COUNTY OF COLLIN:)(
Before me, the undersigned authority, a notary public in and for the state, on this day personally appeared Theresa A. Moore, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.
Given under my hand and seal of office, this the _____ day of _____,20_____.

_____
Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENT:
That I, Bruce Geer do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision.

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

_____
Bruce Geer, Registered Professional Land Surveyor, No. 4117

STATE OF TEXAS:)(
COUNTY OF COLLIN:)(
Before me, the undersigned authority, a notary public in and for the state, on this day personally appeared Bruce Geer known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.
Given under my hand and seal of office, this the _____ day of _____,20____.

_____
Notary Public in and for the State of Texas

Approved this_____day of _____, 20____, by the City Council of the City of Anna, Texas.

_____
Mayor

_____
City Secretary

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

OWNER: JASON B. MOORE & THERESA A. MOORE
10345 COUNTY ROAD 289
ANNA, TEXAS 75409

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

FINAL PLAT
OF
J & T MOORE ADDITION LOT 1 & 2 BLOCK A
4.995 ACRES
JOSEPH BRITTON SURVEY, ABSTRACT NO. 72,
CITY OF ANNA, COLLIN COUNTY, TEXAS
AUGUST 29, 2022

Item No. 5.h.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Anna 455 Addition, Block A, Lots 5 & 6, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
Auto repair, minor on Lot 6 and vacant lot on 3.0± acres located on the north side of W. White Street, 365± feet west of Ferguson Parkway. Zoned: Planned Development (Ord. No. 709-2015).

The purpose of the Final Plat is to dedicate lot and block boundaries and easements necessary for the creation of an auto repair, minor 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 Final Plat is in conformance with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. Anna 455 Addition Block A Lots 5 and 6 Locator Map
2. RESOLUTION - (FP) Anna 455 Addition, Block A, Lots 5 & 6
3. Exhibit A (STAMPED) - Anna 455 Addition, Block A, Lots 5 & 6 FP

APPROVALS:

Salena Tittle, Planner II	Created/Initiated - 9/1/2022
Ross Altobelli, Director of Development Services	Approved - 9/7/2022

Jim Proce, City Manager Final Approval - 9/7/2022

Final Plat - Anna 455 Addition, Block A, Lots 5 & 6

L:\GIS\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA 455 ADDITION, BLOCK A, LOTS 5 & 6, FINAL 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 Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Brakes Plus, LLC has submitted an application for the approval of the Anna 455 Addition, Block A, Lots 5 & 6, Final Plat; and

WHEREAS, The Anna 455 Addition, Block A, Lots 5 & 6, Final Plat conforms to the existing zoning; 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 Final Plat

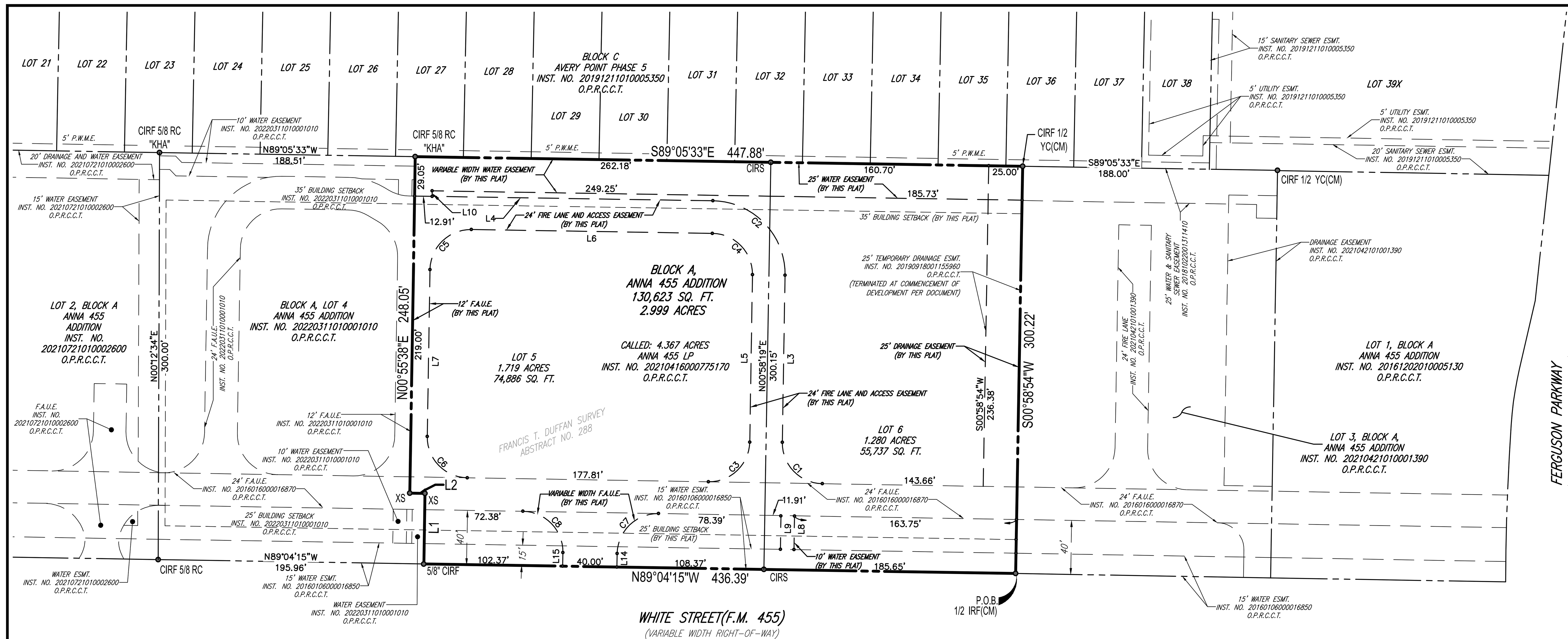
The City Council hereby approves the Anna 455 Addition, Block A, Lots 5 & 6, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of September, 2022.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike



LEGEND

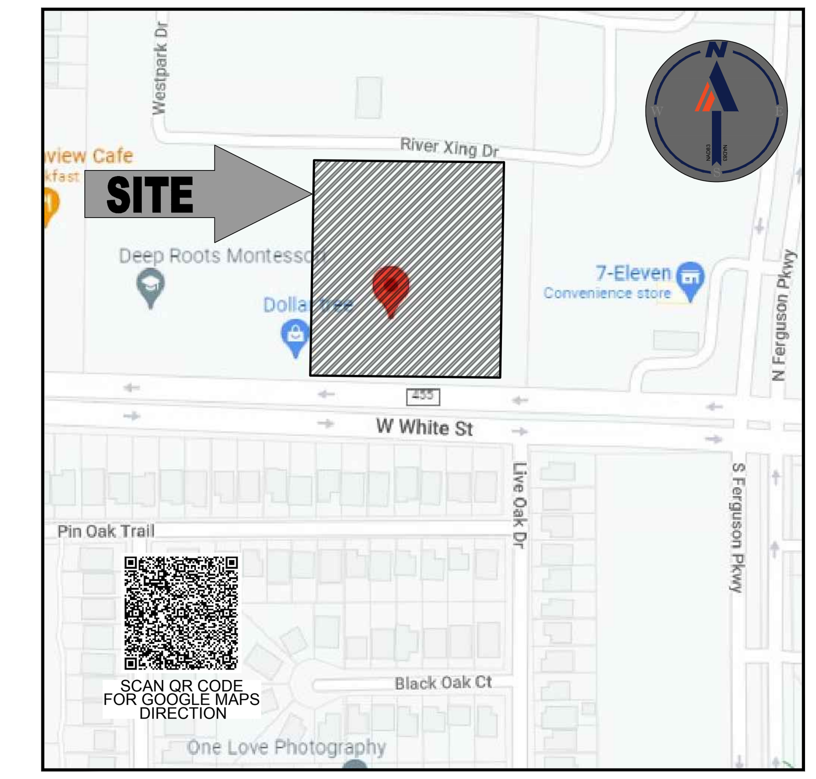
P.O.B.	POINT OF BEGINNING
IRF	IRON ROD FOUND
XS	X-CUT SET
CIRS	CAPPED IRON ROD SET STAMPED "BOHLER ENG"
CIRF	CAPPED IRON ROD FOUND STAMPED "______"
PFC	POINT FOR CORNER
RC	RED PLASTIC CAP
YC	YELLOW PLASTIC CAP
P.W.M.E.	PUBLIC WALL MAINTENANCE EASEMENT
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
ESMT.	EASEMENT
SQ. FT.	SQUARE FEET
INST. NO.	INSTRUMENT NUMBER
F.M.	FARM TO MARKET
( )	ORIGINAL BOUNDARY CALL
(CM)	CONTROLLING MONUMENT

LINE TABLE

NO.	BEARING	LENGTH
L1	N00°55'38"E	52.00'
L2	N89°04'22"W	11.21'
L3	S00°55'45"W	123.20'
L4	S89°05'33"E	219.98'
L5	N00°55'45"E	123.17'
L6	S89°05'33"E	177.80'
L7	S00°55'38"W	123.03'
L8	S00°55'45"W	24.66'
L9	S00°55'45"W	24.66'
L10	S00°54'27"W	4.05'

CURVE TABLE

NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	47.12'	090°00'00"	30.00'	30.00'	S44°04'15"E	42.43'
C2	84.84'	090°01'18"	54.00'	54.02'	N44°04'54"W	76.38'
C3	47.12'	090°00'00"	30.00'	30.00'	N45°55'45"E	42.43'
C4	47.14'	090°01'18"	30.00'	30.01'	N44°04'54"W	42.43'
C5	47.11'	089°58'48"	30.00'	29.99'	S45°55'02"W	42.42'
C6	47.11'	089°58'28"	30.00'	29.99'	S44°03'36"E	42.42'



LOCATION MAP

SCALE: N.T.S.

1"= 60'

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS, ANNA 455, LP are the sole owners of the following tract of land situated in the City of Anna, Collin County, Texas, being a part of the Francis T. Duffan Survey, Abstract No. 288, being part of a called 4.367 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Anna 455, LP, as recorded in Instrument No. 20210416000775170, Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described as follows;

BEGINNING at a one-half inch iron rod found at the southeast corner of said 4.367 acre tract of land and the southwest corner of Lot 3, Block A, Anna 455 Addition, an addition to the City of Anna, as recorded in Instrument No. 20210421010001390, O.P.R.C.C.T., said iron rod being in the north line of White Street-F.M. 455(a variable width right-of-way);

THENCE North 89 degrees 04 minutes 15 seconds West, a distance of 436.39 feet to five-eighths capped iron rod found at the corner at the southeast corner of Lot 4, Block A, according to the plat Anna 455 Addition, recorded by Instrument Number 20220311010001010, Official Public Records, Collin County, Texas, from which a five-eighths inch iron rod with red plastic cap found at the southwest corner of said 4.367 acre tract of land, the southwest corner of said Lot 4 and the southeast corner of Lot 2, Block A, Anna 455 Addition Phase 5, an addition to the City of Anna, as recorded in Instrument No. 20210721010002600, O.P.R.C.C.T. bears North 89 degrees 04 minutes 15 seconds West a distance of 195.96 feet;

THENCE over and across said 4.367 acre tract of land and along the east line of said Lot 4, the following courses and distances:

North 00 degrees 55 minutes 38 seconds East, a distance of 52.00 feet over and across said 4.367 acre tract to a chiseled "X" cut in concrete set;

North 89 degrees 04 minutes 22 seconds West, a distance of 11.21 feet to a chiseled "X" cut in concrete set;

North 00 degrees 55 minutes 38 seconds East, a distance of 248.05 feet to a five-eighths inch capped iron rod stamped "KHA" found at the northeast corner of said Lot 4, said capped iron rod being in the north line of said 4.367 acres tract and the south line of Avery Point, Phase 5 according to the plat recorded in Instrument Number 20191211010005350, O.P.R.C.C.T. from which a one-half inch iron rod with yellow plastic cap bears South 89 degrees 05 minutes 33 seconds East, a distance of 188 feet.

THENCE South 89 degrees 05 minutes 33 seconds East, a distance of 447.88 feet to a one-half inch iron rod with yellow plastic cap found at the northeast corner of said 4.367 acre tract of land and the northwest corner of said Lot 3, from which a one-half inch iron rod with yellow plastic cap found at the northeast corner of said Lot 3 and the northwest corner of Lot 1, Block A, Anna 455 Addition, an addition to the City of Anna, as recorded in Instrument No. 20161202010005130, O.P.R.C.C.T. bears South 89 degrees 01 minutes 06 seconds East a distance of 185.70 feet;

THENCE South 00 degrees 58 minutes 54 seconds West, a distance of 300.22 feet to the **POINT OF BEGINNING** containing 130,623 square feet or 2.999 acres of land.

OWNER'S CERTIFICATE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ANNA 455, LP.; acting herein by and through its duly authorized officers, does hereby adopt this plat designating the herein above described property as, **BLOCK A, LOTS 5 AND 6, 455 ANNA ADDITION,** an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

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

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

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

WITNESS, my hand, this the _____ day of __________________, 2022.

BY:

____

Authorized Signature of Owner

____

Printed Name and Title

STATE OF TEXAS §

COUNTY OF __________________§

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

Given under my hand and seal of office,this the _____ day of __________________, 2022.

____

Notary Public, State of Texas

____

My Commission Expires On:

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Aaron S. Andree, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the comer monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Anna.

Dated this the ___ day of ______, 2022.

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

Aaron S. Andree
Registered Professional Land Surveyor No. 6920

STATE OF TEXAS §

COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of ______, 2022.

____

Notary Public, State of Texas

GENERAL NOTES:

1. The basis of bearing is derived from the Texas AllTerra RTKnet Cooperative Network - Texas State Plane Coordinate System, North Central Zone (4202), NAD83. Elevations, if shown, are derived from North American Vertical Datum(NAVD) 88 using GEIOD12A.
2. According to Community Panel No. 48085C0155J, dated JUNE 2, 2009 of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property is within Flood Zone "X", (areas determined to be outside 500-year floodplain), which is not a special flood hazard area. Although this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions,greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.
3. The zoning of the subject tract is Planning Development-C (PD -C), according to City of Anna Zoning Map and per City of Anna Ordinance No. 709-2015. This survey has been prepared without a zoning report or letter being provided to the surveyor. No list of current zoning classifications, setback requirements, the height and floor space area restrictions or parking requirements have been identified in the process of conducting the fieldwork.
4. Notice: Selling a portion of this addition by metes and bounds is a violations of the city Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

Approved this _______ day of _______________ 2022, by the City Council of the City of Anna, Texas.

____
Mayor

____
City secretary

EXHIBIT A

FINAL PLAT

ANNA 455 ADDITION
BLOCK A, LOTS 5 & 6,

2.999 ACRES OUT OF THE
FRANCIS T. DUFFAN, ABSTRACT NO. 288;
CITY OF ANNA, COLLIN COUNTY, TEXAS

EXPRESS OIL CHANGE 10 MINUTE SERVICE
1800 SOUTHPARK DR.
BIRMINGHAM, AL 35244
205-943-5770

APPLICANT:
BRAKES PLUS, LLC
1800 SOUTHPARK DR.
BIRMINGHAM, AL 35244
PHONE: (205) 943-5770
CONTACT: ANDY GOLDEN

OWNER
ANNA 455, LP
5944 LUTHER LANE STE 725
DALLAS, TX 75225-5962

SURVEYOR:
BOHLER ENGINEERING
2600 NETWORK BLVD.
SUITE 310
FRISCO, TX 75034
PHONE: (469) 458-7300
CONTACT: AARON ANDREE

BOHLER
2600 NETWORK BLVD SUITE 310
FRISCO, TEXAS 75034
469.458.7300
www.bohlerengineering.com
TBPE No. 18065
TBPELS No. 10194413
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING PROGRAM MANAGEMENT LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN PERMITTING SERVICES TRANSPORTATION SERVICES

FILE NO.	DATE	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
TSD210079	05/18/22	JG	ASA	ASA	1" = 60'	1 OF 1

BOHLER ENGINEERING- ALL RIGHTS RESERVED.
THE COPYING OR REUSE OF THIS DOCUMENT, OR PORTIONS THEREOF, FOR OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, IS PROHIBITED.

Item No. 5.i.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Anna 455 Addition, Block A, Lot 6, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:
Auto repair, minor on one lot on 1.3± acres located on the north side of W. White Street, 365± feet west of Ferguson Parkway. Zoned: Planned Development (Ord. No. 709-2015).

The purpose of the Site Plan is to show the proposed auto repair, minor development 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 Site Plan is in conformance with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. Anna 455 Addition Block A Lot 6 Locator Map
2. RESOLUTION - (SP) Anna 455 Addition, Block A, Lot 6
3. Exhibit A (STAMPED) - Anna 455 Addition, Block A, Lot 6 SP

APPROVALS:

Salena Tittle, Planner II	Created/Initiated - 9/1/2022
Ross Altobelli, Director of Development Services	Approved - 9/7/2022

Jim Proce, City Manager Final Approval - 9/7/2022

Site Plan - Anna 455 Addition, Block A, Lot 6

L:\GIS\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA 455 ADDITION, BLOCK A, LOT 6, SITE 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 Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Brakes Plus, LLC has submitted an application for the approval of the Anna 455 Addition, Block A, Lot 6, Site 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 Site Plan

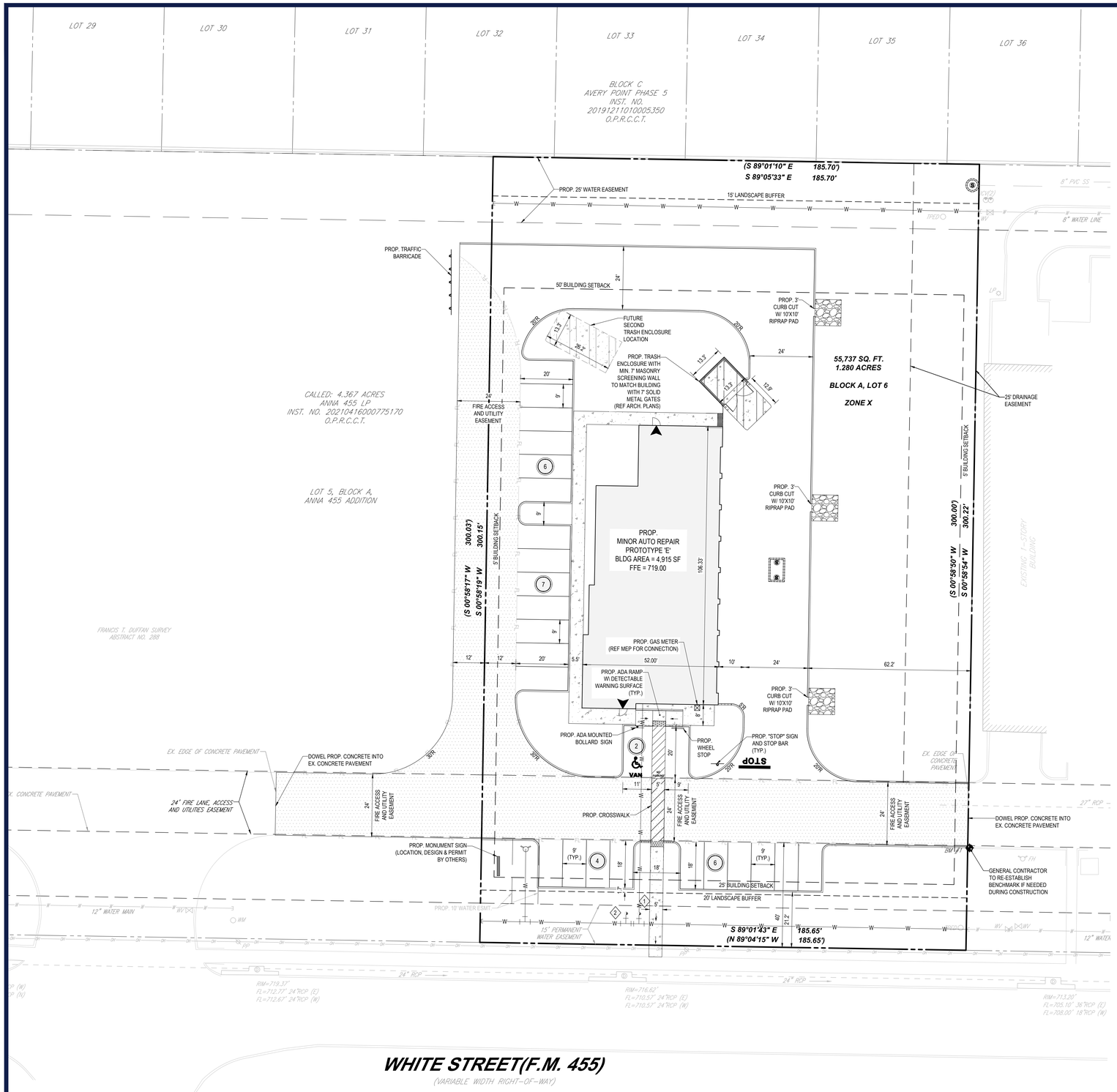
The City Council hereby approves the Anna 455 Addition, Block A, Lot 6, Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of September, 2022.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike



LEGEND

	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	EXST. STREET LIGHT
	EXST. ELECTRIC BOX
GTS GLM	EXST. GAS LINE MARKER / TESTING STATION
	EXST. FIRE HYDRANT
	EXST. SANITARY SEWER MANHOLE
CO	EXST. SANITARY SEWER CLEANOUT
	PROP. CURB TAPER/TRANSITION

LOCATION MAP

SITE DATA

LEGAL	
ANNA 455 ADDITION, BLOCK A, LOT 6	
ACREAGE	1.280 ACRES (55,737 SF)
ZONING	
ZONING DISTRICT	PD-C
PROPOSED USE	MINOR AUTO REPAIR
BUILDING	
BUILDING AREA	4,915 SF
BUILDING HEIGHT	MAX 28'
LOT COVERAGE	8.82%
FLOOR AREA RATIO	8.82%
PARKING	
REQUIRED (1 SPACE PER 1000 SF)	5 TOTAL SPACES
PROPOSED NON-ADA COMPLIANT PARKING SPACES	24 SPACES
REQUIRED ADA-COMPLIANT PARKING SPACES	1 SPACE
PROPOSED ADA-COMPLIANT PARKING SPACES	1 SPACE
TOTAL PROPOSED PARKING	25 SPACES
SETBACKS	
FRONT YARD	20' LANDSCAPE BUFFER
	25' BUILDING SETBACK
REAR YARD	15' LANDSCAPE BUFFER
	50' BUILDING SETBACK
SIDE YARD	5' BUILDING SETBACK
ONSITE DISTRUBANCE	1.28 AC
OFFSITE DISTURBANCE	±0.25 AC
LANDSCAPE	
LANDSCAPE AREA REQUIRED (10%)	5,573 SF
PROPOSED LANDSCAPE AREA	28,691 SF (51%)
REQUIRED INTERIOR LANDSCAPE AREA (8 SF PER PARKING SPACE)	200 SF
PROPOSED INTERIOR LANDSCAPE AREA	1,828 SF
TOTAL IMPERVIOUS AREA	27,046 SF

GENERAL SITE PLAN NOTES:

1. SEE SHEET C-102 FOR GENERAL NOTES.
2. ALL DIMENSIONS ARE FROM FACE OF CURB OR FACE OF BUILDING UNLESS NOTED OTHERWISE.
3. ALL CURB RADI ARE 3' UNLESS NOTED OTHERWISE.
4. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, TRASH ENCLOSURES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO; ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
6. LANDSCAPE AND LIGHTING PLANS ARE TO BE PROVIDED BY OTHERS.
7. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY A LAND SURVEYOR.
8. SANITATION CONTAINER SCREENING WALLS WILL BE BRICK MASONRY, STONE, MASONRY, OR OTHER ARCHITECTURAL MASONRY FINISH, INCLUDING A METAL GATE, PRIMED AND PAINTED, AND THE SANITATION CONTAINER SCREENING WALLS, GATE, AND PAD SITE WILL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S DESIGN SPECIFICATIONS.
9. MECHANICAL AND HEATING AND AIR CONDITIONING EQUIPMENT IN NON-RESIDENTIAL USES SHALL BE SCREENED FROM VIEW FROM PUBLIC RIGHT-OF-WAY AND FROM ADJACENT RESIDENTIAL PROPERTIES.

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

HATCH LEGEND

- HEAVY DUTY CONCRETE (TRASH)
- HEAVY DUTY CONCRETE (FIRE LANE)
- STANDARD DUTY CONCRETE
- PROP BUILDING (SEE ARCH DRAWINGS)
- CONCRETE SIDEWALK
- PAVEMENT & ADA STRIPING

PROJECT BENCHMARKS

BM#1
X-CUT ON THE BACK OF CURB FOUND. APPROX. 21' NORTHWEST OF A FIRE HYDRANT AND ±20' SOUTHEAST OF A STORM MANHOLE.
ELEVATION = 716.06'

BM#2
X-CUT ON THE BACK OF CURB FOUND. APPROX. 19' SOUTHWEST OF A TELEPHONE PEDESTAL AND ±7' SOUTHEAST OF A FIRE HYDRANT.
ELEVATION = 725.06'

WATER METER SCHEDULE

ID	TYPE	SIZE	REMARKS
1	DOM	1"	PROPOSED
2	IRG	1"	PROPOSED

EXHIBIT A

N W E S

20 10 5 0 20
1"= 20'

SITE PLAN
ANNA 455 ADDITION
BLOCK A, LOT 6
1.280 ACRES (55,737 SF)
FRANCIS T. DUFFAN SURVEY, ABSTRACT NO. 288
SUBMITTED: 07/06/2022

OWNER:
ANNA 455 LP
5944 LUTHER LN. STE 725
DALLAS, TX 75225-5962

DEVELOPER:
BRAKES PLUS
1880 SOUTHPARK DR.
BIRMINGHAM, AL 35244
EMAIL: JDAVIS@EXPRESSOIL.COM
CONTACT: JOHN DAVIS

ENGINEER/SURVEYOR:
BOHLER ENGINEERING
2600 NETWORK BLVD, STE 310
FRISCO, TX 75034
PHONE: (469) 458-7300
CONTACT: MATHIAS HAUBERT, P.E.

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

811 Know what's below. Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	TD210079
DRAWN BY:	MV/PPAK
CHECKED BY:	MJH
DATE:	07/25/2022
CAD I.D.:	SITE - 0

PROJECT:
FINAL ENGINEERING PLANS
FOR
brakes plus
PROPOSED MINOR AUTO SERVICE
ANNA 455 ADDITION
BLOCK A, LOT 6, ABSTRACT NO. 288
1.28 ACRES
1600 W WHITE STREET
ANNA, TX 75409
CITY OF ANNA, COLLIN COUNTY

BOHLER
2600 NETWORK BLVD., SUITE 310
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

PLANS PREPARED BY
BOHLER
FOR REVIEW PURPOSES ONLY
MATHIAS HAUBERT
LICENSE NUMBER: 138306

SHEET TITLE:
FINAL SITE PLAN

SHEET NUMBER:
C-301

ORG. DATE - 07/06/2022

H:\211TD210079\CAD\DRAWINGS\PLAN SETS\FINAL\TD210079 - SITE - 0---<LAYOUT: C-301>

Item No. 5.j.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Anna Crossing, Phase 10, Preliminary Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
279 Single-family residential lots and eight common area lots on 64.0± acres located on the west side of Leonard Avenue, 650 feet north of E. Finley Boulevard. Zoned Planned Development (Ord. No. 236-2005).

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 residential development.

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 Preliminary Plat is in conformance with the city's Subdivision Regulations and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

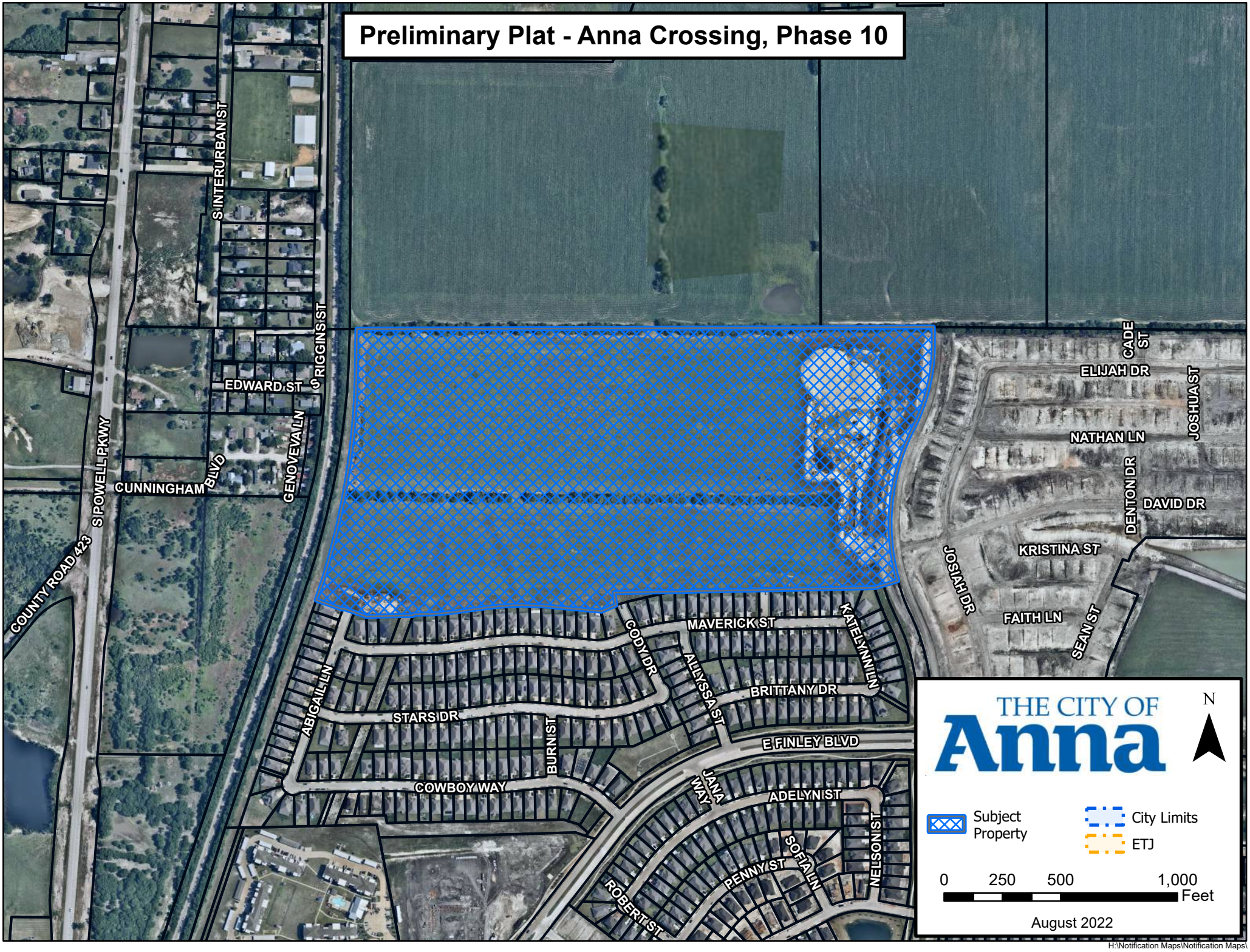
The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. Anna Crossing Phase 10 Locator Map
2. RESOLUTION (PP) Anna Crossing, Phase 10
3. Exhibit A (STAMPED) - (PP) Anna Crossing, Phase 10

APPROVALS:

Salena Tittle, Planner II	Created/Initiated - 9/1/2022
Ross Altobelli, Director of Development Services	Approved - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

Preliminary Plat - Anna Crossing, Phase 10



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA CROSSING, PHASE 10, PRELIMINARY 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 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Anna Town Center No. 7 / LNRD LLC has submitted an application for approval of the Anna Crossing, Phase 10, Preliminary Plat; 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 Preliminary Plat

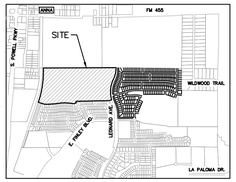
The City Council hereby approves the Anna Crossing, Phase 10, Preliminary Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of September, 2022.

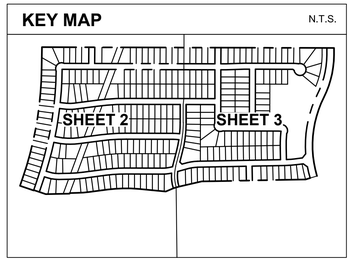
ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike



VICINITY MAP
N.T.S.



VARIANCES REQUESTED

CENTERLINE RADIUS LEONARD DRIVE
REQUIRED–1200'
REQUESTED–800'

MINIMUM CURB FRONTAGE FOR LOTS ALONG KNUCKLES
REQUIRED–40'
REQUESTED– LESS THAN 40' BUT MAINTAIN 50' LOT WIDTH AT BUILDING LINE

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

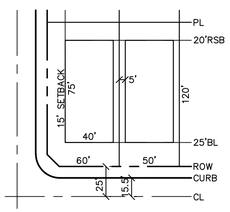
EXHIBIT A

LOT SUMMARY

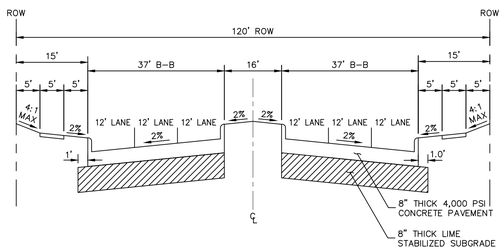
Minimum Lot Size	6,000 SF
Minimum Width	50'*
Minimum Depth	100'
Minimum Front Yard Setback	25'
Minimum Rear Yard Setback	20'
Side Yard Setback	5' or 10% of lot width (whichever is greater)
Side Yard Corner	15'
Masonry Percentage	75%**
Minimum Trees	Two (3") Caliper
Maximum Hieght	2.5 Stories or 35 feet
Maximum Lot Coverage	55%
Minimum House Size	1,700 SF

*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.

**Masonry percentages are calculated as a percent of the surface excluding windows and doors and other architectural offsets.



TYPICAL 50' LOT DIMENSION DETAIL
NTS



LEONARD AVENUE - TYPICAL SECTION
NTS

PRELIMINARY PLAT
FOR
ANNA CROSSING PHASE 10
277 RESIDENTIAL LOTS / 8 COMMON AREA LOTS
BEING 63.93 ACRES
OUT OF THE
GRANDERSON STARK SURVEY, ABSTRACT NO. 798
IN THE
CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER/DEVELOPER:
PULTE GROUP
9111 CYPRESS WATERS BLVD., SUITE 100
COPPELL, TEXAS 75019
Tel: (972) 462-3498
Contact: KENDALL HAMRICK

ENGINEER/SURVEYOR:
Kimley»Horn
13455 Noel Road, Two Galleria Office Tower
Suite 700,
Dallas, TX 75240
Tel: (972) 770 1300
Contact: MATTHEW R DUENWALD, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
KML		MRD	AS SHOWN	JULY 2022	067705515	P–1

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LAST SAVED 8/22/2022 9:41 AM

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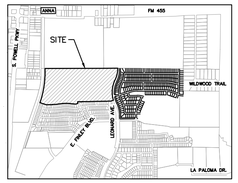
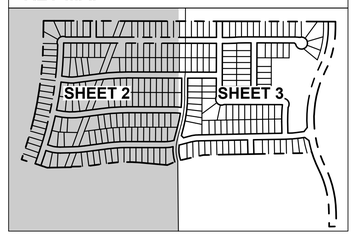


VICINITY MAP

N.T.S.

KEY MAP

N.T.S.



N
W E
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0 60' 120'
GRAPHIC SCALE 60'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	275.00'	65.74'	N89°21'42"E	65.59'	13°41'50"	33.03'
C9	300.00'	80.15'	N82°30'41"E	79.91'	15°18'29"	40.32'
C10	1296.00'	173.09'	S86°20'21"W	172.96'	7°39'08"	86.67'
C11	1025.00'	113.60'	N85°41'17"E	113.55'	6°21'01"	56.86'
C12	275.00'	87.82'	S81°59'16"E	87.45'	18°17'53"	44.29'
C13	1880.00'	251.09'	S86°20'21"W	250.90'	7°39'08"	125.73'
C15	400.00'	49.16'	N86°18'50"W	49.13'	7°02'30"	24.61'
C16	1588.00'	212.09'	S86°20'21"W	211.93'	7°39'08"	106.20'
C17	567.00'	189.54'	S87°54'37"E	188.66'	19°09'12"	95.66'
C21	350.00'	129.36'	S6°38'51"E	128.63'	21°10'36"	65.43'
C27	2500.00'	810.41'	N9°27'07"E	806.87'	18°34'24"	408.79'

LINE TABLE

LINE	LENGTH	BEARING
L1	96.56	N18°44'19.00"E
L2	1390.86	S89°50'05.00"E
L3	160.57	S0°09'55.00"W
L15	307.23	N89°50'05.00"W
L16	187.42	N82°30'47.00"E
L17	94.95	N88°51'48.00"E
L18	50.89	N72°50'19.01"W
L20	187.42	S82°30'47.00"W
L21	69.68	N83°47'23.11"W
L22	27.63	S82°47'34.65"E
L23	391.78	S89°50'05.00"E
L24	187.42	N82°30'47.00"E

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

PRELIMINARY PLAT
FOR
ANNA CROSSING PHASE 10
277 RESIDENTIAL LOTS / 8 COMMON AREA LOTS
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OWNER/DEVELOPER:
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COPPELL, TEXAS 75019
Tel: (972) 462-3498
Contact: KENDALL HAMRICK

ENGINEER/SURVEYOR:
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13455 Noel Road, Two Galleria Office Tower
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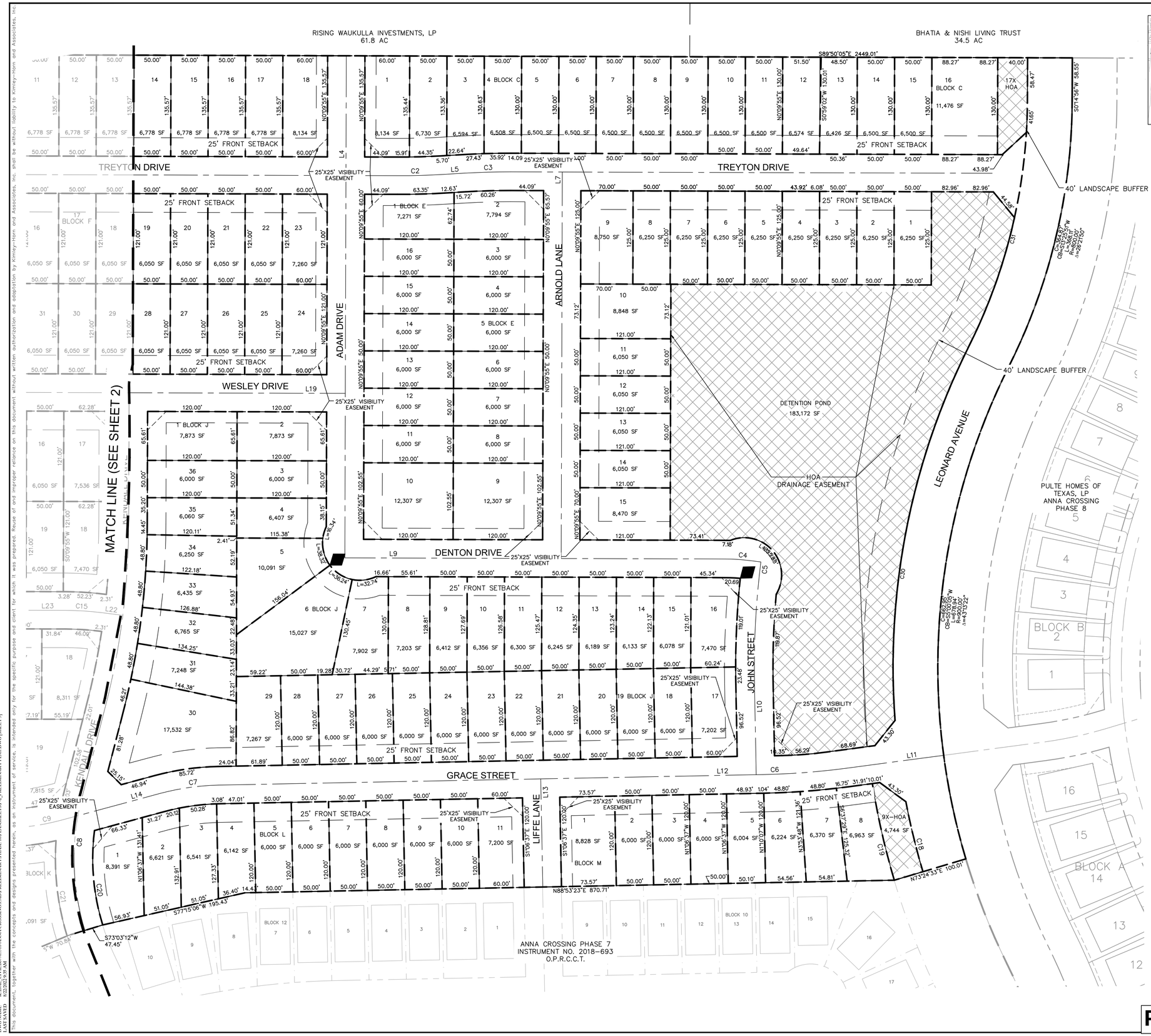
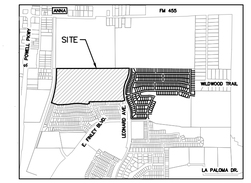
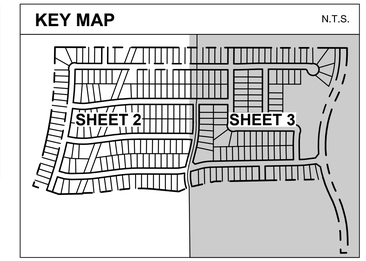
Contact: MATTHEW R DUENWALD, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
KML		MRD	AS SHOWN	JULY 2022	067705515	P-2





VICINITY MAP
N.T.S.



N
W E
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0 60' 120'
GRAPHIC SCALE 60'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C2	1000.00'	61.81'	N88°23'41"E	61.80'	3°32'29"	30.91'
C3	1000.00'	61.81'	S88°23'41"W	61.80'	3°32'29"	30.91'
C4	275.00'	33.29'	N86°21'59"W	33.27'	6°56'13"	16.67'
C5	1145.00'	164.09'	S2°59'47"W	163.95'	8°12'41"	82.19'
C6	1000.00'	112.58'	N85°39'52"E	112.52'	6°27'02"	56.35'
C7	325.00'	79.60'	S81°52'25"W	79.40'	14°01'57"	40.00'
C8	325.00'	179.71'	S1°22'24"E	177.43'	31°40'56"	92.22'
C18	960.00'	96.62'	S13°43'31"E	96.58'	5°46'00"	48.35'
C19	1000.01'	132.93'	S12°47'53"E	132.83'	7°36'58"	66.56'
C20	300.02'	128.07'	S4°59'03"E	127.10'	24°27'28"	65.02'
C30	960.00'	517.56'	S11°10'05"W	511.31'	30°53'22"	265.24'
C31	740.00'	183.39'	S19°30'47"W	182.92'	14°11'59"	92.17'

LINE TABLE

LINE	LENGTH	BEARING
L4	673.12	N0°09'55.00"E
L5	28.34	N86°37'26.16"E
L7	518.12	N0°09'55.00"E
L9	509.41	S89°50'05.00"E
L10	121.59	S1°06'32.84"E
L11	131.60	N82°26'21.07"E
L12	729.51	N88°53'23.00"E
L13	144.93	S1°06'37.00"E
L14	137.18	S74°51'26.24"W
L19	765.78	N89°50'05.00"W

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

PRELIMINARY PLAT
FOR
ANNA CROSSING PHASE 10

277 RESIDENTIAL LOTS / 8 COMMON AREA LOTS
BEING 63.93 ACRES
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
KML		MRD	AS SHOWN	JULY 2022	067705515	P-3

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DRAINAGE AND DETENTION EASEMENT

STATE OF TEXAS

COUNTY OF COLLIN

CITY OF ANNA

This plat is herby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block 1, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

CERTIFICATE OF APPROVAL

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

_____

Mayor

_____

City Secretary

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.

PROPERTY DESCRIPTION

BEING a tract of land situated in the Granderson Stark Survey, Abstract No. 798, City of Anna, Collin County, Texas and being a portion of a called 93.146 acre tract of land described in the Special Warranty Deed to Anna Town Center No. 7/LNRD, LLC, recorded in Instrument No. 20150730000952720, as corrected in Instrument No. 20150806000987950, Official Public Records, Collin County, Texas, and a portion of a called 103.347 acre tract described in the Special Warranty Deed to Anna Town Center No. 7/LNRD, LLC , recorded in Instrument No. 20140102000006050, as corrected in Instrument No. 20150730000952300, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING in the east line of that tract of land assigned in the Deed to Dallas Area Rapid Transit (formerly referred to as Union Pacific Railroad right-of-way) recorded in Volume 4951, Page 819, Deed Records, Collin County, Texas and being the northwest of Anna Crossing Phase 7, an addition to the City of Anna, Texas; according to the plat thereof recorded in Instrument No. 2018-693, Official Public Records, Collin County, Texas;

THENCE with said east line the following courses and distances:

North 18°45'20" East, a distance of 74.62 feet to the beginning of a tangent curve to the left having a central angle of 17°54'20", a radius of 2,964.79 feet, a chord bearing and distance of North 09°48'10" East, 922.76 feet;

In a northeasterly direction, with said tangent curve to the left, an arc distance of 926.53 feet;

North 00°52'04" East, a distance of 183.20 feet to the northwest corner of said 103.347 acre tract and being in the south line of a called 62.485 acre tract of described in the General Warranty Deed to Rising Waukulla investments, LP, recorded in Instrument No. 20211215002524980, Official Public Records, Collin County, Texas;

THENCE South 89°50'05" East, with the common line of said 103.347 acre tract and said 62.485 acre tract, passing at a distance of 1,971.61 feet the southeast corner of said 62.485 acre tract same being the southwest corner of a called 35.161 acre tract of land described in the Special Warranty Deed to Rising Waukulla investments, LP, recorded in Instrument No. 202201060000364410, Official Public Records, Collin County, Texas, continuing with the common line of said 103.347 acre tract and said 35.161 acre tract a total distance of 2,449.01 feet to the northwest corner of a called 64.6612 acre tract of land described in the Special Warranty Deed to Pulte Homes of Texas, L.P., recorded in Instrument No. 20210805001580710, Official Public records, Dallas County, Texas;

THENCE with the west line of said 64.6612 acre tract, the following courses and distances:

South 00°14'56" West, a distance of 58.55 feet to the beginning of a tangent curve to the right having a central angle of 26°21'50", a radius of 800.00 feet, a chord bearing and distance of South 13°25'51" West, 364.87 feet;

In a westerly direction, with said tangent curve to the right, an arc distance of 368.11 feet to the beginning of a reverse curve to the left having a central angle of 43°13'22", a radius of 900.00 feet, a chord bearing and distance of South 05°00'05" West, 662.96 feet;

In a southwesterly direction, with said reverse curve to the left, an arc distance of 678.94 feet;

THENCE South 73°24'33" West, over and across said 93.146 acre tract, passing at a distance of 60.01 feet the northeast corner of said Anna Crossing Phase 7, continuing with the north line of said Phase 7 a total distance of 100.01 feet;

THENCE with the north line of said Anna Crossing Phase 7, the following courses and distances:

South 88°53'23" West, a distance of 870.71 feet;

South 77°15'06" West, a distance of 195.43 feet;

South 73°03'12" West, a distance of 47.45 feet;

South 67°23'55" West, a distance of 70.84 feet;

North 84°44'49" West, a distance of 230.77 feet to the beginning of a tangent curve to the left having a central angle of 12°44'24", a radius of 1,150.00 feet, a chord bearing and distance of South 88°52'59" West, 255.18 feet;

In a southerly direction, with said tangent curve to the left, an arc distance of 255.71 feet;
South 82°30'47" West, a distance of 160.20 feet to the beginning of a tangent curve to the right having a central angle of 06°21'06", a radius of 850.00 feet, a chord bearing and distance of South 85°41'20" West, 94.18 feet;

In a southwesterly direction, with said tangent curve to the right, an arc distance of 94.23 feet;

South 88°51'53" West, a distance of 67.56 feet;

South 20°18'05" West, a distance of 5.36 feet;

South 88°51'48" West, a distance of 199.75 feet;

North 71°15'41" West, a distance of 106.40 feet;

South 18°44'19" West, a distance of 3.34 feet;

North 71°15'41" West, a distance of 120.00 feet to the POINT OF BEGINNING and containing 63.93 acres (2,784,791 sf) of land, more or less.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

This document was prepared under 22 TAC §138.95, 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.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT **Anna Town Center No 7./LNRD, LLC** acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **ANNA CROSSING PHASE 10**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Anna. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

Anna Town Center No 7./LNRD, LLC

By:_____

Name:_____

Title:_____

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2022.

_____
Notary Public in and for the State of Texas

_____
Printed Name

SURVEYOR'S STATEMENT

I, David J. De Weirdt, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation; and that this plat substantially complies with the Rules and Regulations of the Texas Board of Professional Engineering and Land Surveying, and in accordance with the subdivision regulations of the City of Anna, Texas.

Dated this the _____ day of _____, 2022.

PRELIMINARY

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

_____
David J. De Weirdt
Registered Professional Land Surveyor No. 5066
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, Texas 75240
972-770-1300

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared David J. De Weirdt known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2022.

_____
Notary Public in and for the State of Texas

_____
Printed Name

EXHIBIT A

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY PLAT
FOR
ANNA CROSSING PHASE 10
277 RESIDENTIAL LOTS / 8 COMMON AREA LOTS
BEING 63.93 ACRES
OUT OF THE
GRANDERSON STARK SURVEY, ABSTRACT NO. 798
IN THE
CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER/DEVELOPER:
PULTE GROUP
9111 CYPRESS WATERS BLVD., SUITE 100
COPPELL, TEXAS 75019
Tel: (972) 462-3498
Contact: KENDALL HAMRICK

ENGINEER/SURVEYOR:
Kimley»Horn
13455 Noel Road, Two Galleria Office Tower
Suite 700,
Dallas, TX 75240
Tel: (972) 770 1300
Contact: MATTHEW R DUENWALD, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
KML		MRD	AS SHOWN	JULY 2022	067705515	P-4

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

PLOTTED BY LANGDON, KERGAN 8/22/2022 9:41 AM
DWG NAME K:\DAL_CIVIL\067705515-ANNA CROSSING\CAD\PRELIMINARY\PHASE 10\PLANS\HERITAGE-2_PRELIMINARY PLAT.DWG [SHEET 4]
LAST SAVED 8/22/2022 9:38 AM

Item No. 5.k.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Strickland Brothers Center Addition, Block A, Lots 1-3, Preliminary Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
Auto repair, minor on Lot 1, restaurant on Lot 2, and retail on Lot 3 on 3.8± acres located at the northeast corner of W. White Street and West Crossing Boulevard. Zoned: Planned Development (Ord. No. 442-2009).

The purpose of the Preliminary Plat is to propose lot and block boundaries and easements necessary for the future construction of the auto repair, minor on Lot 1, restaurant on Lot 2, and retail on Lot 3.

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 Preliminary Plat is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

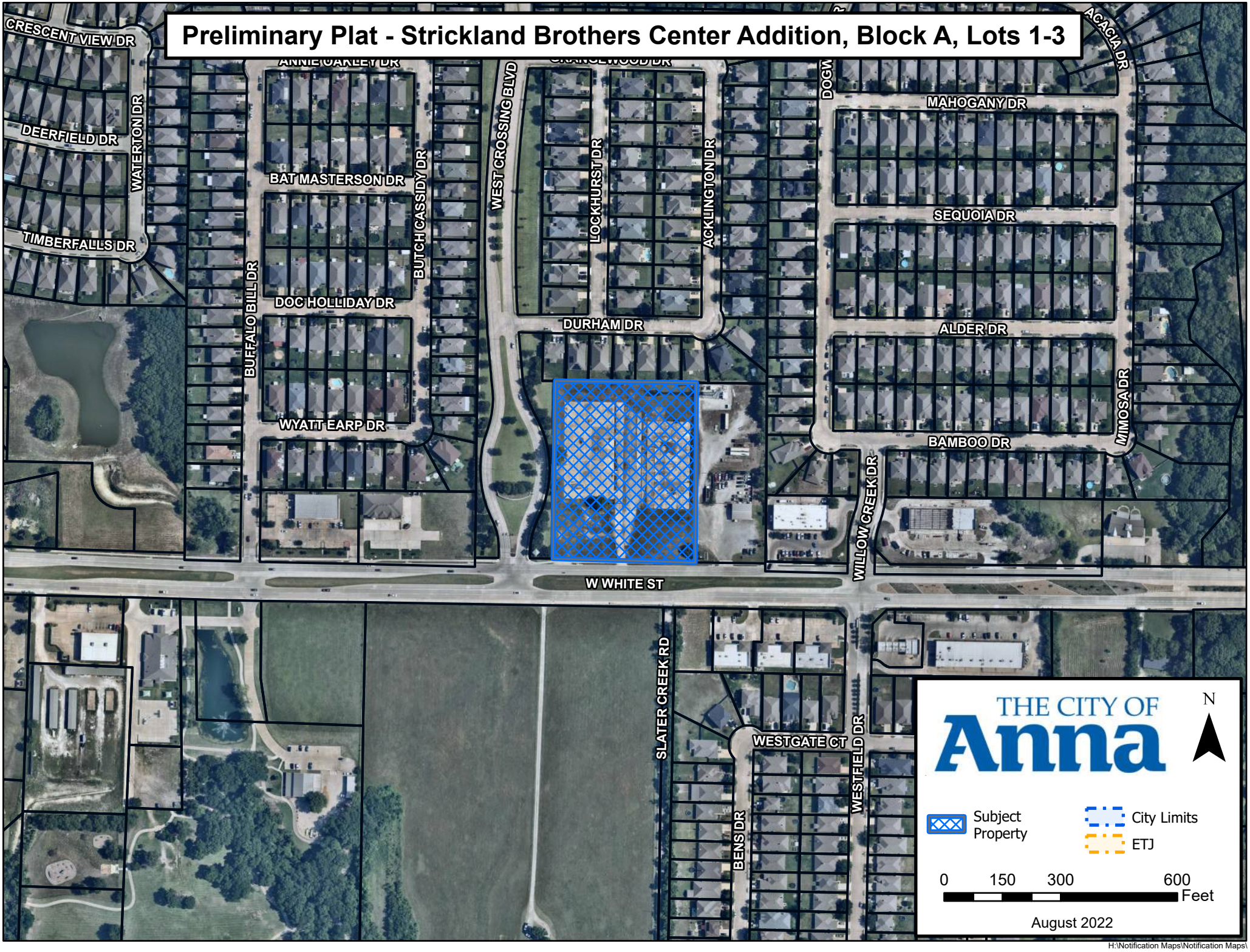
The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. Strickland Brothers Center Addition Locator Map
2. RESOLUTION (PP) Strickland Brothers Center Addition, Block A, Lots 1-3
3. Exhibit A (PP) Strickland Brothers Center Addn, BL A, Lt 1 - 3 stamped

APPROVALS:

Salena Tittle, Planner II	Created/Initiated - 9/1/2022
Ross Altobelli, Director of Development Services	Approved - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

Preliminary Plat - Strickland Brothers Center Addition, Block A, Lots 1-3



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING STRICKLAND BROTHERS CENTER ADDITION, BLOCK A, LOTS 1-3, PRELIMINARY 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 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Rufus Duncan / Yellow W Land Co. has submitted an application for approval of the Strickland Brothers Center Addition, Block A, Lots 1-3, Preliminary Plat; 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 Preliminary Plat

The City Council hereby approves the Strickland Brothers Center Addition, Block A, Lots 1-3, Preliminary Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of September, 2022.

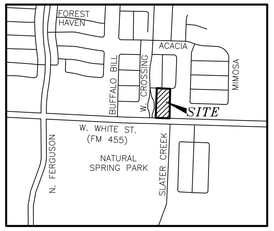
ATTEST:

_____
City Secretary, Carrie L. Land

APPROVED:

_____
Mayor, Nate Pike

Exhibit A
1 of 2



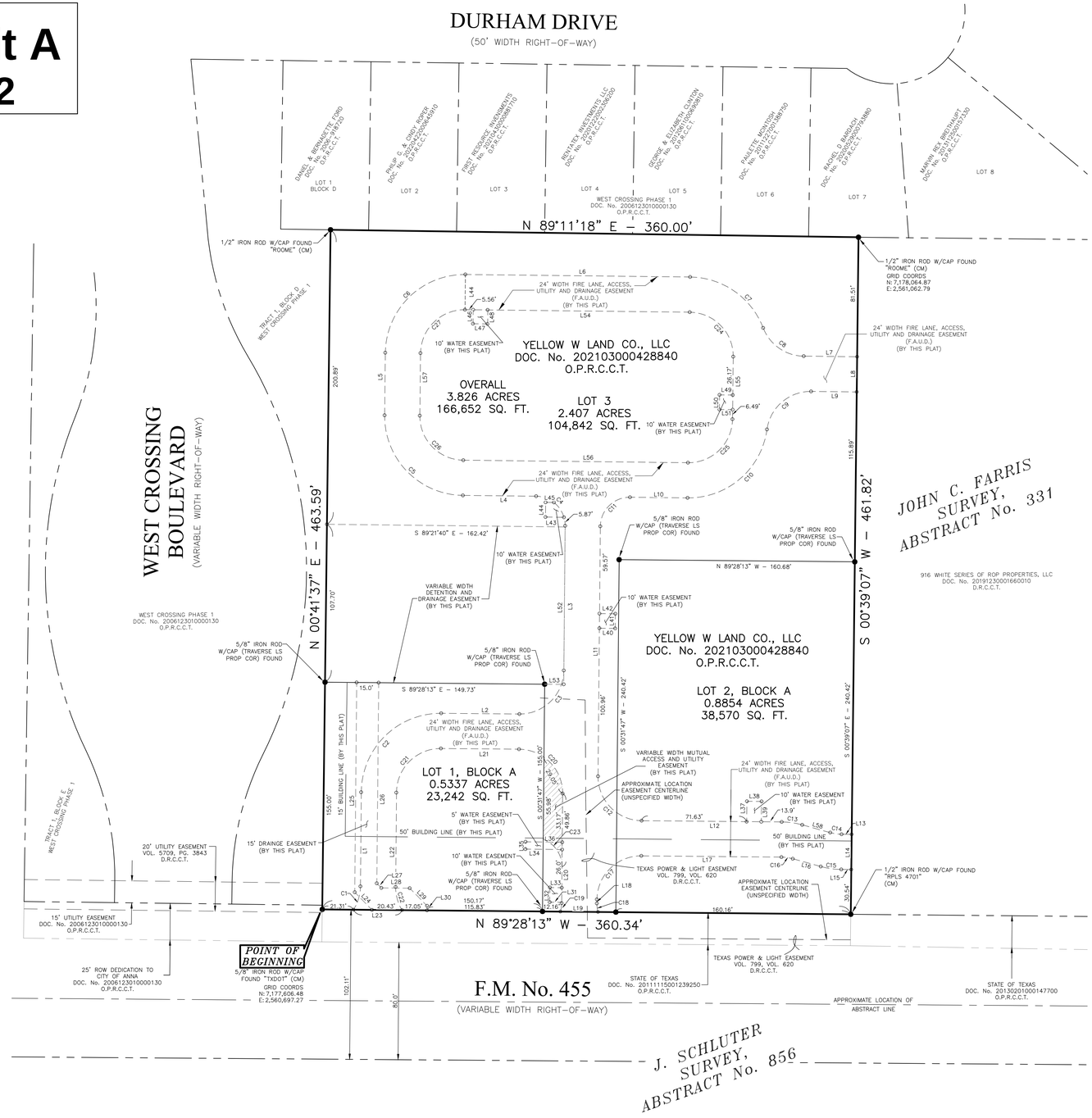
VICINITY MAP
NOT TO SCALE

N

40 20 0 40
SCALE IN FEET
1"=40'

LEGEND

	BOUNDARY LINE
	ADJOINER BOUNDARY LINE
	EASEMENT LINE (AS NOTED)
○	SET IRON ROD (AS NOTED)
●	FOUND IRON ROD (AS NOTED)
⊗	"X" CUT FOUND
⊗	"X" CUT SET
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
(CM)	CONTROL MONUMENT
D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS



LINE TABLE

No.	Bearing	Distance	No.	Bearing	Distance
L1	N 00°31'47" E	64.57'	L30	S 00°31'47" W	3.11'
L2	S 89°28'13" E	53.29'	L31	N 89°18'23" W	8.15'
L3	N 00°31'47" E	98.68'	L32	N 00°41'37" E	10.00'
L4	N 89°21'40" W	49.90'	L33	S 89°18'23" E	8.13'
L5	N 00°38'20" E	42.67'	L34	N 89°18'23" W	25.02'
L6	S 89°21'40" E	153.20'	L35	N 00°41'37" E	5.00'
L7	S 89°21'40" E	36.34'	L36	S 89°18'23" E	25.01'
L8	S 00°39'07" W	24.00'	L37	N 00°41'37" E	13.88'
L9	N 89°21'40" W	31.11'	L38	S 89°18'23" E	10.00'
L10	N 89°21'40" W	39.30'	L39	S 00°41'37" W	13.86'
L11	S 00°31'38" W	170.53'	L40	S 89°18'23" E	10.75'
L12	S 89°28'13" E	95.53'	L41	N 00°41'37" E	10.00'
L13	S 89°28'13" E	6.86'	L42	N 89°18'23" W	10.78'
L14	S 00°39'07" W	24.00'	L43	N 89°18'23" W	12.59'
L15	N 89°28'13" W	6.81'	L44	N 00°41'37" E	10.00'
L16	N 74°28'13" W	19.83'	L45	S 89°18'23" E	5.67'
L17	N 89°28'13" W	95.53'	L46	S 00°41'37" W	9.50'
L18	S 00°31'38" W	2.78'	L47	S 89°18'23" E	10.00'
L19	N 89°28'13" W	25.69'	L48	N 00°41'37" E	9.50'
L20	N 00°31'47" E	74.76'	L49	N 89°18'23" W	9.00'
L21	N 89°28'13" W	53.29'	L50	S 00°38'20" W	10.00'
L22	S 00°31'47" W	64.75'	L51	S 89°18'23" E	9.00'
L23	N 89°28'13" W	33.05'	L52	S 00°31'47" W	107.39'
L24	N 44°28'13" W	16.82'	L53	N 89°28'13" W	13.00'
L25	N 00°31'47" E	143.11'	L54	S 89°21'40" E	153.20'
L26	S 00°31'47" W	136.89'	L55	S 00°38'20" W	42.67'
L27	S 44°28'13" E	4.39'	L56	N 89°21'40" W	153.20'
L28	S 89°28'13" E	19.38'	L57	N 00°38'20" E	42.67'
L29	S 44°28'13" E	16.82'	L58	S 74°28'13" E	19.83'

CURVE TABLE

Curve No.	Delta	Radius	Length	Chord Bearing	Chord
C1	32°04'11"	30.00'	16.79'	N 16°33'52" E	16.57'
C2	90°00'00"	54.00'	84.82'	N 45°31'47" E	76.37'
C3	90°00'00"	30.00'	47.12'	N 45°31'47" E	42.43'
C4	89°49'06"	20.02'	31.38'	N 44°25'51" W	28.26'
C5	90°00'00"	54.00'	84.82'	N 44°21'40" W	76.37'
C6	90°00'00"	54.00'	84.82'	N 45°38'20" E	76.37'
C7	68°25'52"	54.00'	64.49'	S 55°08'44" E	60.73'
C8	68°25'52"	30.00'	35.83'	S 55°08'44" E	33.74'
C9	82°51'05"	30.00'	43.38'	S 49°12'47" W	39.70'
C10	82°51'05"	54.00'	78.09'	S 49°12'47" W	71.46'
C11	90°04'08"	20.01'	31.45'	S 45°35'03" W	28.31'
C12	89°59'51"	30.00'	47.12'	S 44°28'18" E	42.43'
C13	15°00'00"	54.00'	14.14'	S 81°58'13" E	14.10'
C14	15°00'00"	30.00'	7.85'	S 81°58'13" E	7.83'
C15	15°00'00"	54.00'	14.14'	N 81°58'13" W	14.10'
C16	15°00'00"	30.00'	7.85'	N 81°58'13" W	7.83'
C17	90°00'08"	30.00'	47.13'	S 45°31'43" W	42.43'
C18	16°42'36"	20.00'	5.83'	S 07°49'31" E	5.81'
C19	16°40'31"	20.00'	5.82'	N 08°52'02" E	5.80'
C20	90°00'00"	30.00'	47.12'	N 44°28'13" W	42.43'
C21	90°00'00"	30.00'	47.12'	S 45°31'47" W	42.43'
C22	31°40'37"	30.00'	16.59'	S 15°18'32" E	16.38'
C23	69°06'13"	20.00'	24.12'	N 34°25'53" W	22.69'
C24	90°00'00"	30.00'	47.12'	S 44°21'40" E	42.43'
C25	90°00'00"	30.00'	47.12'	S 45°38'20" W	42.43'
C26	90°00'00"	30.00'	47.12'	N 44°21'40" W	42.43'
C27	90°00'00"	30.00'	47.12'	N 45°38'20" E	42.43'

GENERAL NOTES

1. The Basis of Bearings is from the Texas State Plane Coordinate System, NAD83, North Central Zone as derived from GPS observations using the Allterra RTK Network and adjusted to surface using a surface scale factor of 1.00015271.
2. The purpose of this plat is to create 3 lots.
3. Lot to lot drainage is not permitted without Engineering Section approval.
4. Access Easement - The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Anna, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.
5. Fire Lane Easement - That the undersigned does hereby covenant and agree that they shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.
6. No portion of the subject property shown hereon lies within the 100 year flood hazard area according to the Flood Insurance Rate Map, Community Panel No. 48085C0160J, dated June 2, 2009. The subject property is located in the area designated as Zone "X", (areas determined to be outside the 0.2% annual chance floodplain).
7. 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.

APPROVED	APPROVED
SEPTEMBER 13, 2022	SEPTEMBER 6, 2022
CITY COUNCIL CITY OF ANNA	P&Z COMMISSION CITY OF ANNA

PRELIMINARY PLAT

LOT 1-3, BLOCK A STRICKLAND BROTHERS CENTER ADDITION

LOT 1-3, BLOCK A
3.826 ACRES

PER SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NO. 20210303000428840, O.P.R.C.C.T.
3.826 ACRES

SITUATED IN THE
JOHN C. FERRIS SURVEY, ABSTRACT NO. 331
AN ADDITION TO THE
CITY OF ANNA, COLLIN COUNTY, TEXAS

SUMITTAL LOG

1st SUBMITTAL – AUGUST 08, 2022
2nd SUBMITTAL – AUGUST 18, 2022
3rd SUBMITTAL – AUGUST 22, 2022
4th SUBMITTAL – AUGUST 26, 2022

OWNER/DEVELOPER
Name: YELLOW W LAND CO., LLC
Address: 1425 Turtle Creek Drive
Lufkin, Texas, 75904
Contact Name: Rufus Duncan
Phone: 936-671-3119

ENGINEER
Name: Triangle Engineering, LLC
Address: 1782 W. Mcdermott Drive
Allen, Texas, 75013
Contact Name: Kevin Patel
Phone: 469-213-8868

SURVEYOR
Name: Traverse Land Surveying, LLC
Address: 14200 Midway Road, Suite 130
Dallas, Texas, 75244
Contact Name: Mark Nace
Phone: 469-784-9321

TRAVERSE LAND SURVEYING LLC
14200 Midway Road, Suite 130, Dallas, TX 75244 | T: 469.784.9321
W: TraverseLandSurveying.com | Texas Firm No. 10194631
Surveying | Construction Staking | Platting

Date: August 26, 2022
Project No.: TR-29-22

Exhibit A
2 of 2

OWNER'S CERTIFICATE AND DEDICATION

State of Texas §
County of Collin §

Being a tract of land situated in the John C. Farris Survey, Abstract No. 331 situated in the City of Anna, Collin County, Texas, said tract being part of that tract described in Special Warranty Deed with Vendor's Lien to YELLOW W LAND CO., LLC, a Texas limited liability company, as recorded in Document No. 20210303000428840, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "TxDOT" found (Controlling Monument (CM)), being the southwest corner of said Yellow W Land tract and, on the northerly right-of-way line of Farm to Market Road No. 455 (variable width right-of-way) (FM 455), and also being in the east line of Tract 1, Block D, of West Crossing Phase 1, an addition to the City of Anna, Collin County, Texas, according to the plat thereof recorded in Document No. 2006123010000130, of the O.P.R.C.C.T.;

THENCE North 00 degrees 41 minutes 37 seconds East, departing the northerly right-of-way line of said FM 455 and along the common easterly line of said West Crossing Phase 1 Addition, and the westerly line of said Yellow W Land tract, a distance of 463.59 feet to a 1/2 inch iron rod with cap stamped "Roome" found (CM), being the northwest corner of said Yellow W Land tract, being an ell corner of said Tract 1, Block D, and being on the southerly line of Lot 1, Block D of said West Crossing Phase 1;

THENCE North 89 degrees 11 minutes 18 seconds East, departing said common corner and along the common southerly line of Lots 1-7, Block D of said West Crossing Phase 1 Addition, and the northerly line of said Yellow W Land tract, a distance of 360.00 feet to a 1/2 inch iron rod with cap stamped "Roome" found (CM), being the northeast corner of said Yellow W Land tract, being on the southerly line of said Lot 7, Block D, and being the northwest corner of that tract described in Correction Special Warranty Deed to 916 White Series of ROP Properties LLC, a Texas series limited liability company, as recorded in Document No. 20191230001660010, O.P.R.C.C.T.;

THENCE South 00 degrees 39 minutes 07 seconds West, departing said common corner and along the common easterly line of said Yellow W Land tract and the westerly line of said 916 White Series tract, a distance of 461.82 feet to a 1/2 inch iron rod with cap stamped "RPLS 4710" found (CM), being the southeast corner of said Yellow W Land tract, on the northerly right-of-way line of said FM 455, and being the southwest corner of said 916 White Series tract;

THENCE North 89 degrees 28 minutes 13 seconds West, departing said common corner and along the common southerly line of said Yellow W Land tract and the northerly right-of-way line of said FM No. 455, a distance of 360.34 feet to the **POINT OF BEGINNING** and containing 3.826 acres of land (166,652 square feet), more or less.

OWNER'S ACKNOWLEDGEMENT

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT YELLOW W LAND CO., LLC. a Texas limited liability company, acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **STRICKLAND BROTHERS CENTER ADDITION**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Anna. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

DRAINAGE AND DETENTION EASEMENT

This plat is hereby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block 1, as shown on the plat is called "Drainage and Detention Easement." The Drainage and Detention Easement within the limits of this addition, will remain open at all times and will be maintained in a safe and sanitary condition by the owners of the lot or lots that are traversed by or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of said Easement or for any damage to private property or person that results from conditions in the Easement, or for the control of erosion. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type of building, fence, or any other structure within the Drainage and Detention Easement as hereinabove defined, unless approved by the City Engineer. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by the City shall have the right to enter upon the Drainage and Detention Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. Each property owner shall keep the Drainage and Detention Easement clean and free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water, and the City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The natural drainage through the Drainage and Detention Easement is subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena, or resulting from the failure of any structure, or structures, within the Easement.

Witness my hand this _____ day of _____, 2022.

BY: YELLOW W LAND CO., LLC

BY: _____
Rufus Duncan, Principal

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022

_____
Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, MARK ALLAN NACE, do hereby certify that i prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the subdivision ordinance of the City of Anna, Texas.

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

_____
MARK ALLAN NACE
Registered Professional Land Surveyor
Texas Registration No. 5539

Date: _____

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022

_____
Notary Public in and for the State of Texas

SUMITTAL LOG
1st SUBMITTAL – AUGUST 08, 2022
2nd SUBMITTAL – AUGUST 18, 2022
3rd SUBMITTAL – AUGUST 22, 2022
4th SUBMITTAL – AUGUST 26, 2022

CERTIFICATE OF APPROVAL
APPROVED on this the _____ day of _____, 2022, by the City Council, City of Anna, Texas.
_____ Mayor
_____ City Secretary

PRELIMINARY PLAT

LOT 1-3, BLOCK A STRICKLAND BROTHERS CENTER ADDITION

LOT 1-3, BLOCK A
3.826 ACRES

PER SPECIAL WARRANTY DEED RECORDED UNDER
DOCUMENT NO. 20210303000428840, O.P.R.C.C.T.
3.826 ACRES
SITUATED IN THE
JOHN C. FARRIS SURVEY, ABSTRACT NO. 331
AN ADDITION TO THE
CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER/DEVELOPER
Name: YELLOW W LAND CO., LLC
Address: 1425 Turtle Creek Drive
Lufkin, Texas, 75904
Contact Name: Rufus Duncan
Phone: 936-671-3119

ENGINEER
Name: Triangle Engineering, LLC
Address: 1782 W. Mcdermott Drive
Allen, Texas, 75013
Contact Name: Kevin Patel
Phone: 469-213-8868

SURVEYOR
Name: Traverse Land Surveying, LLC
Address: 14200 Midway Road, Suite 130
Dallas, Texas, 75244
Contact Name: Mark Nace
Phone: 469-784-9321

TRAVERSE LAND SURVEYING LLC
14200 Midway Road, Suite 130, Dallas, TX 75244 | T: 469.784.9321
W: TraverseLandSurveying.com Texas Firm No. 10194631
Surveying | Construction Staking | Platting

Date: August 26, 2022 Project No.: TR-29-22

Item No. 5.I.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Anacapri Laguna, Block A, Lots 1 & 3, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:
Indoor and Outdoor Commercial Amusement/Amenity Center on Lot 3 and vacant lot on 21.0± acres located on the east side of future Ferguson Parkway, 510 feet south of future Rosemond Parkway. Zoned Planned Development (Ord. No. 887-2020).

The purpose of the Site Plan is to show the proposed indoor and outdoor commercial amusement/amenity center 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 Site Plan is in conformance with the city's Subdivision Regulations and Zoning Ordinances and is subject to the following:

1. Additions and/or alterations to the engineering plans as required by the Public Works Department; and

2. Anna Fire Department, Fire Marshal's Office – Pre-Con Commercial Site Development Guidelines.

The Planning & Zoning Commission recommended approval.

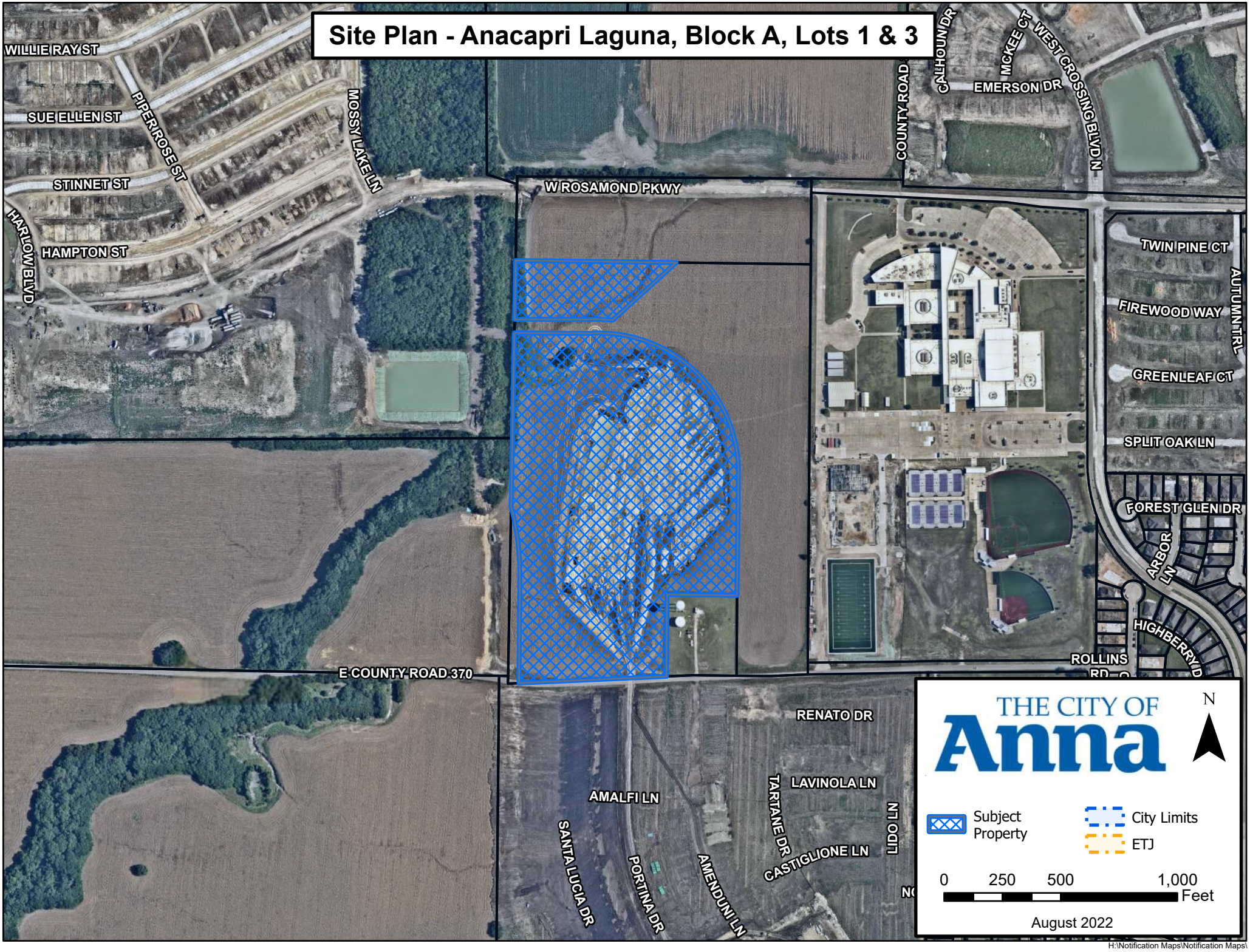
ATTACHMENTS:
1. Anacapri Laguna Block A Lots 1 and 3 Locator Map
2. RESOLUTION - (SP) Anacapri Laguna, Block A, Lots 1 & 3

3. Exhbit A (STAMPED) - (SP) Anacapri Laguna, Bl A, Lts 1 & 3

APPROVALS:

Salena Tittle, Planner II	Created/Initiated - 9/1/2022
Ross Altobelli, Director of Development Services	Approved - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

Site Plan - Anacapri Laguna, Block A, Lots 1 & 3



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANACAPRI LAGUNA, BLOCK A, LOTS 1 & 3, SITE 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 Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Anacapri Laguna Azure, LLC has submitted an application for the approval of the Anacapri Laguna, Block A, Lots 1 & 3, Site 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 Site Plan

The City Council hereby approves the Anacapri Laguna, Block A, Lots 1 & 3, Site Plan attached hereto as Exhibit A subject to the following:

1. Additions and/or alterations to the engineering plans as required by the Public Works Department.

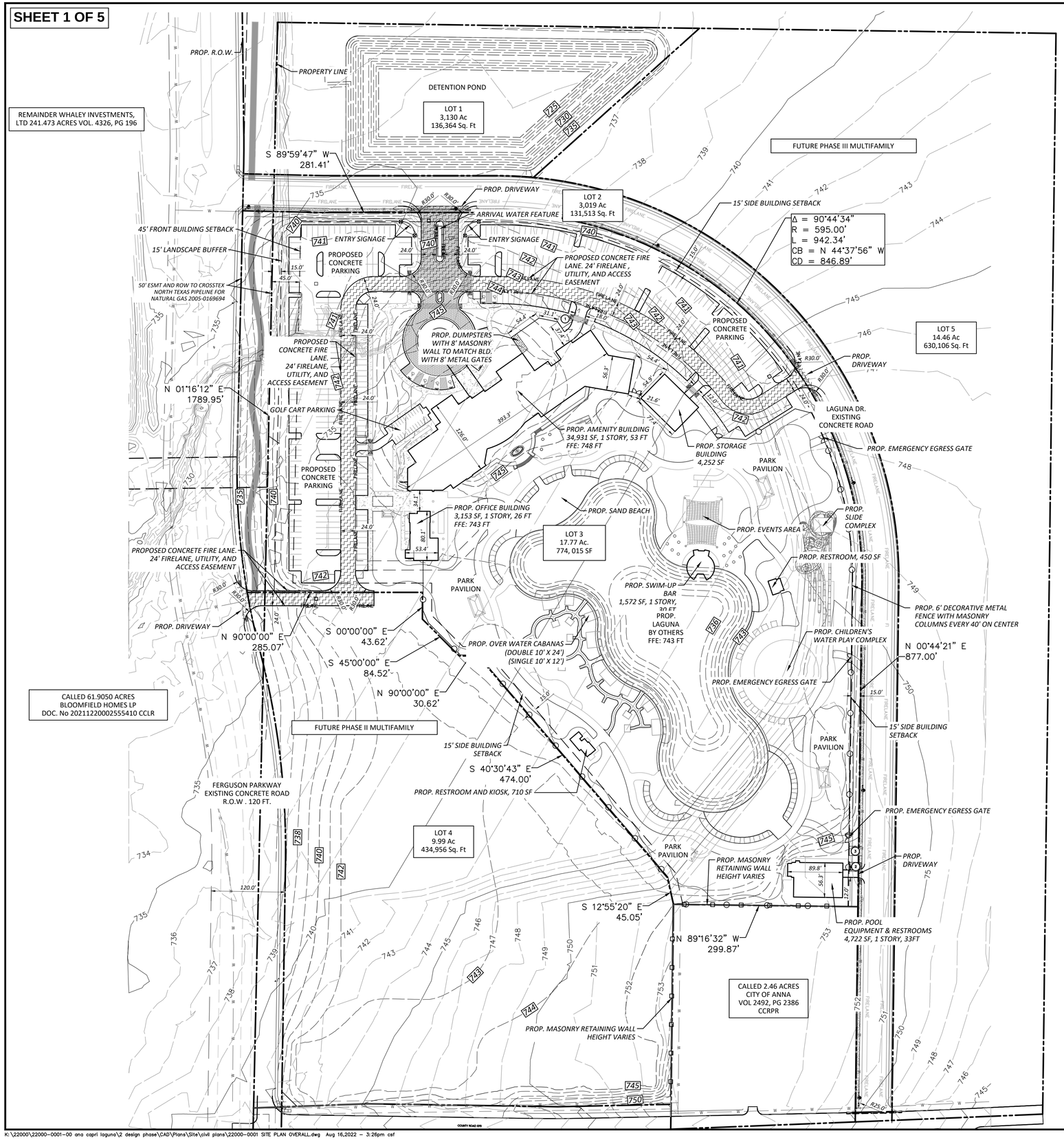
2. Anna Fire Department, Fire Marshal's Office – Pre-Con Commercial Site Development Guidelines.

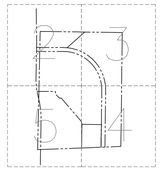
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of September, 2022.

ATTEST: APPROVED:

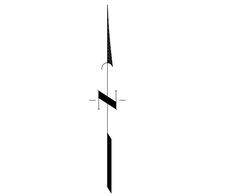
_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

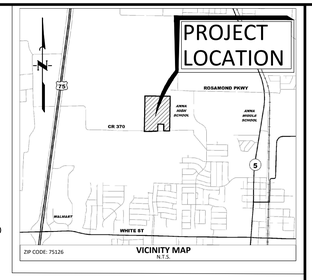




KEY MAP
N.T.S.



SCALE: 1" = 80'



LEGEND

- PROPERTY LINE
- FIRELANE — PROP. FIRE LANE
- PROP. EASEMENTS
- PROP. FENCE
- PROP. SIDEWALK
- PROP. FIRELANE
- PROP. BRICK PAVING
- PROP. HIKE/BIKE TRAIL

NOTES

1. ALL DIMENSIONS ARE SHOWN PERPENDICULAR AND TO THE FRONT OF THE CURB UNLESS OTHERWISE NOTED.

WATER METER SCHEDULE

I.D.	TYPE	SIZE	NO.	WASTEWATER	REMARKS
1	DOMESTIC	3"	1	8"	PROPOSED
2	DOMESTIC	3"	1	6"	PROPOSED
3	IRRIGATION	3"	1	N/A	PROPOSED

Site Data Summary Table

Item	Lot 1*	Lot 3*
General Site Data		
Zoning (from zoning map)	PD-MIXED USE	PD-MIXED USE
Land Use (from Zoning Ordinance)	DETENTION POND	AMENITY CENTER (see parking breakdown) & OFFICE BUILDING
Lot Area (square feet & acres)	3.13 Ac (136,364 SF.)	17.77 Ac (774,015 SF.)
Building Footprint Area (square feet)	0	34,931 SF & 3,153 SF
Storage & miscellaneous	0	11,704 SF
Building Height (# stories)	0	1
Building Height (feet - distance to the tallest building element)	0	53
Lot Coverage (percent - x.xx%)	0	6.26%
Multifamily Units		
# of studios / Minimum square feet	0	0
# of 1 bedrooms / Minimum unit size	0	0
# of 2 bedrooms / Minimum unit size	0	0
# of 3 bedrooms / Minimun unit size	0	0
Total Unit Count	0	0
Parking (Amusements facilities)		
Parking Ratio (from Zoning Ordinance)	N/A	10 PER 1000 SF GFA
Area of usage (square feet)	0	14,124 SF
Required Parking (# spaces)	0	**142**
Parking (Gyms, spas, studios, health clubs)		
Parking Ratio (from Zoning Ordinance)	N/A	8 PER 1000 SF GFA
Area of usage (square feet)	0	7,768 SF
Required Parking (# spaces)	0	**63**
Parking (Offices)		
Parking Ratio (from Zoning Ordinance)	N/A	3 PER 1000 SF GFA
Area of usage (square feet)	0	1,792 SF (AMENITY) & 3,153 (OFFICE) TOTAL = 4,945 SF
Required Parking (# spaces)	0	**15**
Parking (Restaurants)		
Parking Ratio (from Zoning Ordinance)	N/A	10 PER 1000 SF GFA
Area of usage (square feet)	0	11,247
Required Parking (# spaces)	0	**113**
Total Parking Required	0	**333**
Provided Parking (# spaces)	0	**437**
Accessible Parking Required (# spaces)	0	9
Accessible Parking Provided (# spaces)	0	9
Landscape Area (including turf areas)		
Required internal landscape area (square feet - 8 square feet per parking space)	0	3,503
Additional interior landscape area provided (square feet)	0	335,233
Total Landscape Area (square feet)	0	337,737

CITY APPROVAL STAMPS

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

SITE PLAN
ANACAPRI LAGUNA
LOT 1 & 3, BLOCK A
20.9 ACRES (COMBINED)
A SUBDIVISION OF 50.02 ACRES OF LAND OUT OF THE MARTIN MOORE SURVEY, ABSTRACT No. 649
ANNA, COLLIN COUNTY, TEXAS

OWNER/DEVELOPER

MEGATEL HOMES, LLC
2101 CEDAR SPRINGS RD. SUITE 700
DALLAS, TEXAS 75201
TEL (469) 556-1362
CONTACT: ZACH IPOUR

CIVIL ENGINEER

QUIDDITY, INC.
2805 DALLAS PARKWAY, SUITE 600
PLANO, TEXAS 75093
TEL (972) 488-3880
CONTACT: ALEK STRIMPLE, PE

ARCHITECT

HEDK ARCHITECTS
4595 EXCEL PARKWAY
ADDISON, TEXAS 75001
TEL (214) 520-8878
CONTACT: MINHO KIM

LANDSCAPE

SKS STUDIO
1925 CENTRAL ST. SUITE A
KANSAS CITY, MO 64108
TEL (913) 544-6324
CONTACT: JORDAN BELOW

UTILITIES

HEDK ARCHITECTS
4595 EXCEL PARKWAY
ADDISON, TEXAS 75001
TEL (214) 520-8878

No.	Date	REVISION	APP.

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Registration No. F-23295 & LS10061001
2805 Dallas Parkway, Suite 600 • Plano, TX 75093 • 972.488.3880

SCALE: AS SHOWN
DATE: AUGUST 2022
JOB NO.: 22000-0001
DESIGNED BY: AWS
CHECKED BY: AWS
DRAWN BY: CSF

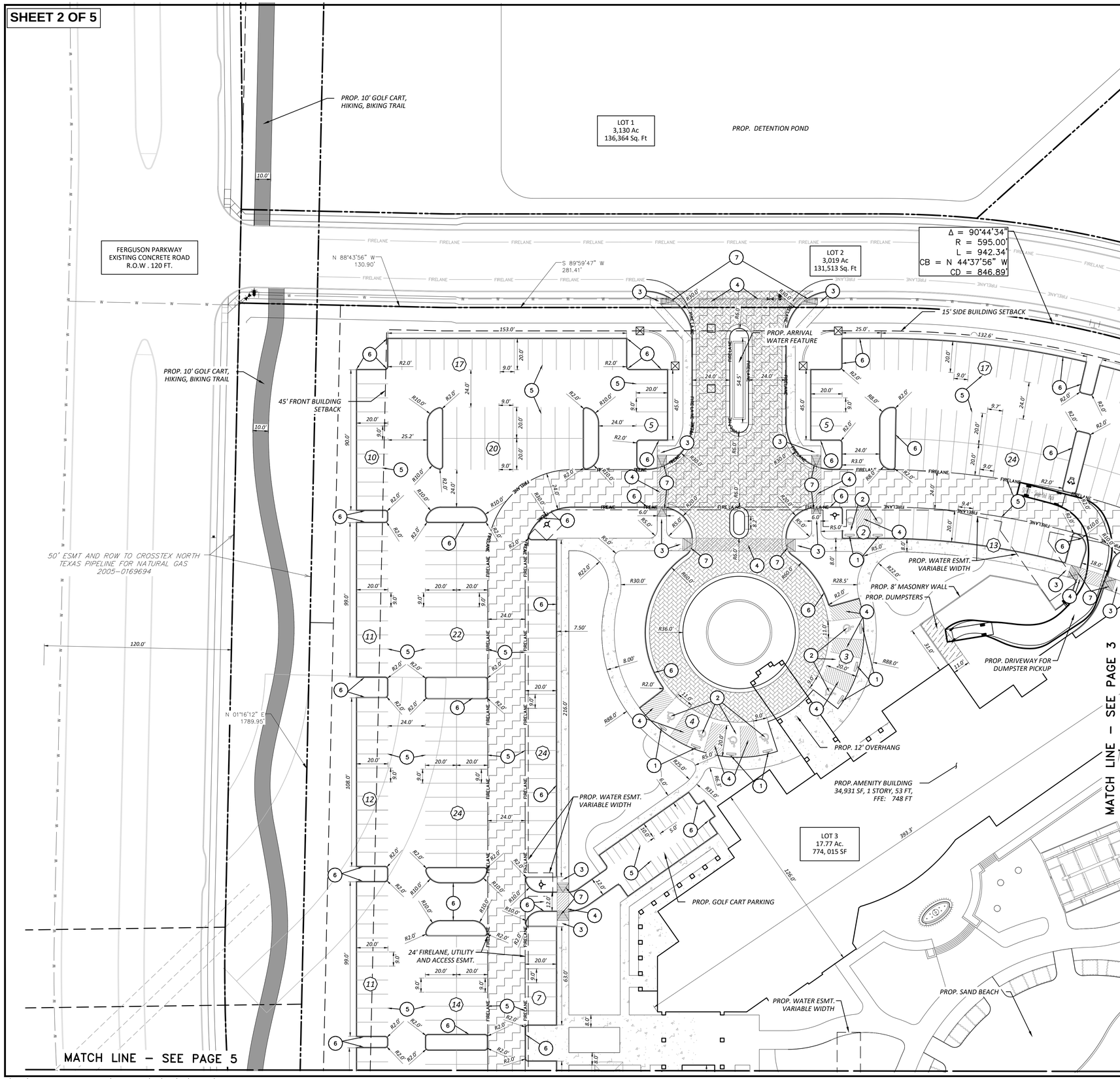
INTERIM REVIEW
Not intended for construction, bidding or permit purposes.
Engineer: ALEK W. STRIMPLE, P.E.
P.E. Serial No.: 142586
Date: AUGUST 2022

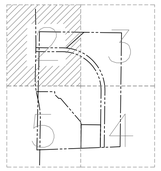
ANACAPRI LAGUNA
E COUNTY RD 370, ANNA, TEXAS, 75409

SITE PLAN OVERALL

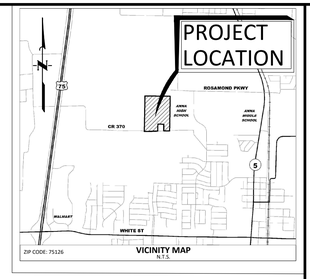
SHEET NO. 1 OF 5

K:\22000\22000-0001-00 ana capri laguna\2 design phase\CAD\Plans\Site\civil plans\22000-0001 SITE PLAN OVERALL.dwg Aug 16,2022 - 3:26pm csf





KEY MAP
N.T.S.



VICINITY MAP
N.T.S.

SHEET 1 OF 5

0 10 20 30 60 90
SCALE: 1" = 30'

KEY NOTES

1. PROP. ADA HANDICAP ACCESSIBLE SIGN, TYP.
2. PROP. ADA HANDICAP PARKING SPACE, TYP.
3. PROP. ADA LANDING PAD
4. PROP. 4" PAINTED WHITE CROSSWALK/ACCESS AISLE
5. PROP. 4" PAINTED WHITE PARKING STRIPE PER CITY OF ANNA, TYP.
6. PROP. 6" CONCRETE CURB, TYP.
7. PROP. BARRIER FREE RAMPS CONSTRUCTED PER CITY OF ANNA STANDARDS

LEGEND

EXISTING LEGEND

- FIRE HYDRANT W/ GATE VALVE
- WATERLINE W/ GATE VALVE
- WATERLINE W/ METER
- WASTEWATER W/ MANHOLE
- WASTEWATER W/ CLEANOUT
- STORM SEWER W/ MANHOLE
- STORM SEWER W/ CURB INLET
- OVERHEAD ELECTRIC W/POWER POLE
- GROUND CONTOUR
- PROPERTY LINE

PROPOSED LEGEND

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- RETAINING WALL
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- PROP. EASEMENTS
- PROP. FENCE
- PROP. SIDEWALK
- PROP. FIRELANE
- PROP. BRICK PAVING
- PROP. HIKE/BIKE TRAIL
- PARKING COUNT

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

NOTES

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2. ALL CURB IS PERMANENT UNLESS NOTED OTHERWISE
3. SEE ARCH. PLANS FOR EXACT BUILDING DIMENSIONS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES
4. ALL PARKING ISLAND RADII ARE 2' UNLESS OTHERWISE NOTED
5. REF: LANDSCAPE ARCHITECT PLANS FOR LAGUNA LAYOUT AND DESIGN

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ANACAPRI LAGUNA
LOT 1 & 3, BLOCK A
20.9 ACRES (COMBINED)
A SUBDIVISION OF 50.02 ACRES OF LAND OUT OF THE MARTIN MOORE SURVEY, ABSTRACT No. 649
ANNA, COLLIN COUNTY, TEXAS

No.	Date	REVISION	APP.

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100
2805 Dallas Parkway, Suite 600 • Plano, TX 75093 • 972.488.3880

SCALE:	AS SHOWN	DESIGNED BY:	AWS
DATE:	AUGUST 2022	CHECKED BY:	AWS
JOB NO.:	22000-0001	DRAWN BY:	CSF

INTERIM REVIEW
Not intended for construction, bidding or permit purposes.
Engineer: ALEK W. STRIMPLE, P.E.
P.E. Serial No.: 142586
Date: AUGUST 2022

ANACAPRI LAGUNA
E COUNTY RD 370, ANNA, TEXAS, 75409

SITE PLAN (2 OF 5)

SHEET NO. 2 OF 5

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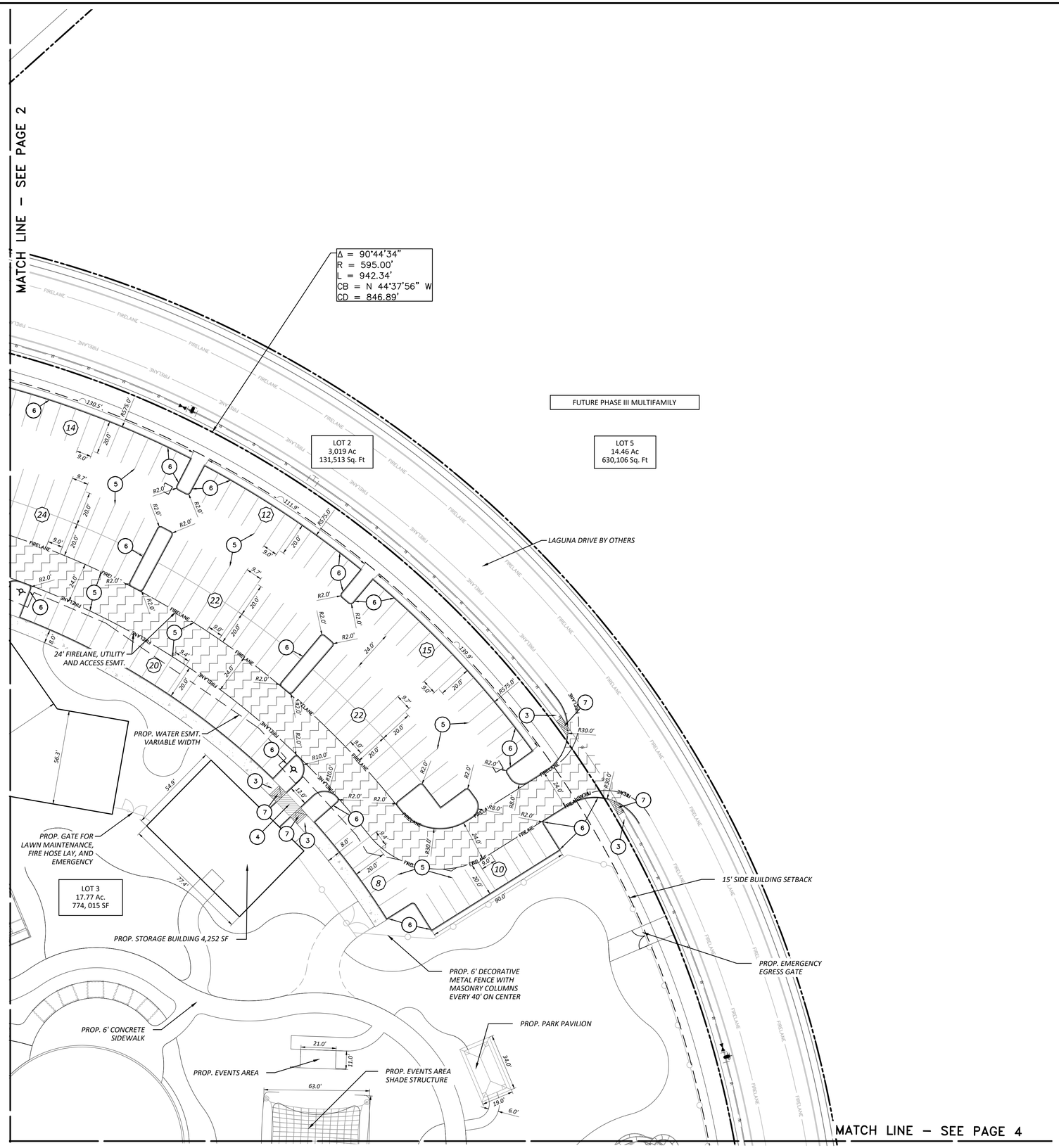

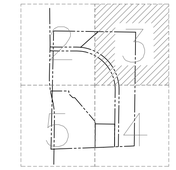

KEY MAP
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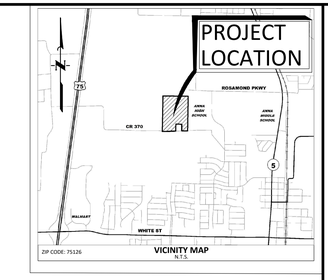

VICINITY MAP
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0 10 20 30 60 90
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APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
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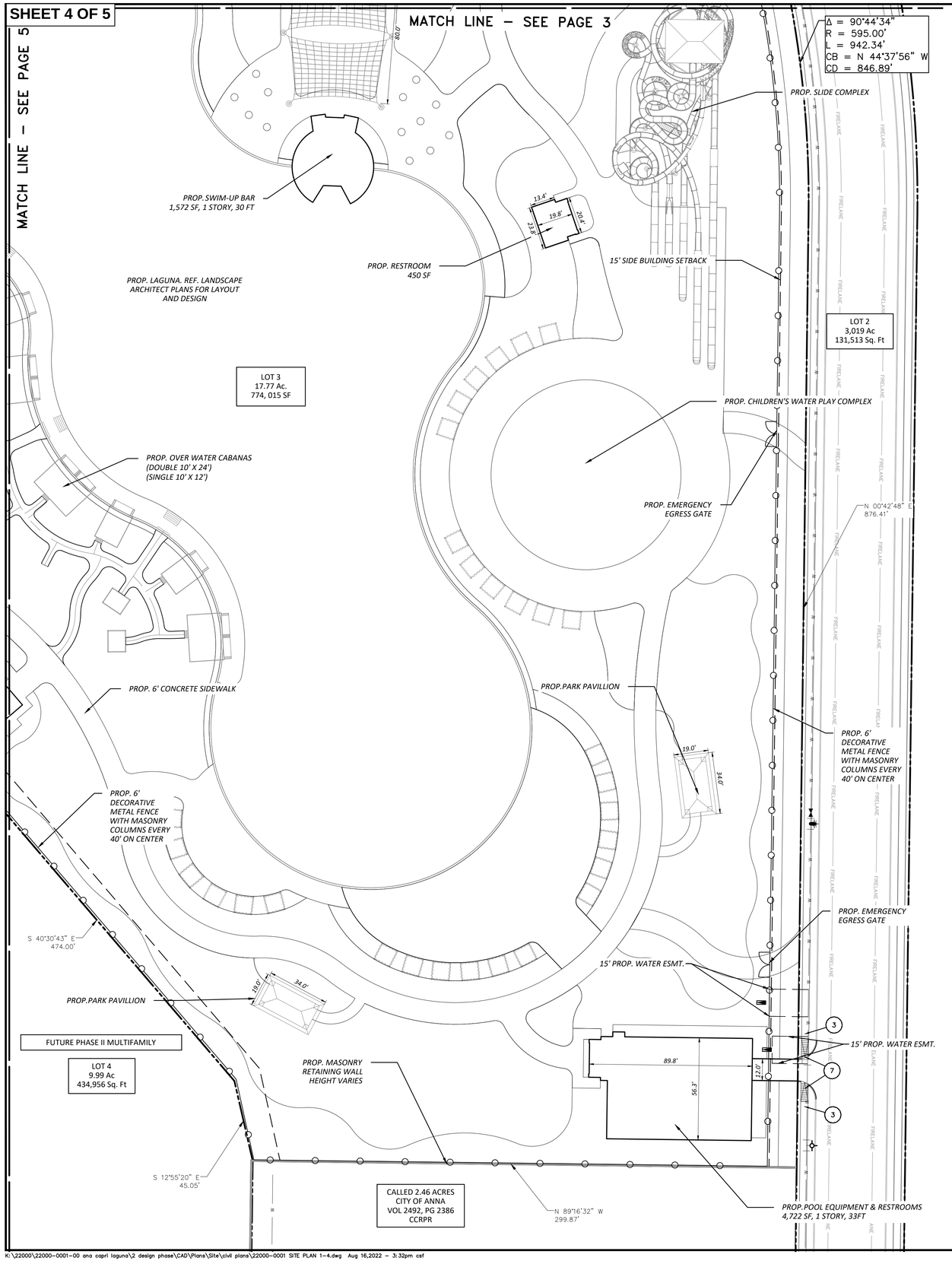
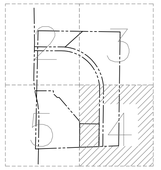
ANACAPRI LAGUNA
E COUNTY RD 370, ANNA, TEXAS, 75409

SITE PLAN (3 OF 5)

SHEET NO. **3** OF 5





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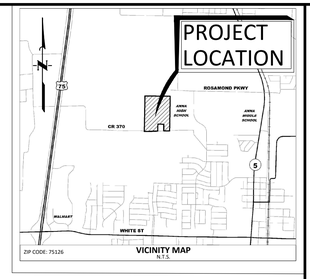

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- PARKING COUNT

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

NOTES

1. ALL DIMENSIONS ARE SHOWN PERPENDICULAR AND TO THE FRONT OF THE CURB UNLESS OTHERWISE NOTED
2. ALL CURB IS PERMANENT UNLESS NOTED OTHERWISE
3. SEE ARCH. PLANS FOR EXACT BUILDING DIMENSIONS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES
4. ALL PARKING ISLAND RADII ARE 2' UNLESS OTHERWISE NOTED
5. REF. LANDSCAPE ARCHITECT PLANS FOR LAGUNA LAYOUT AND DESIGN

EXHIBIT A

SITE PLAN
ANACAPRI LAGUNA
LOT 1 & 3, BLOCK A
20.9 ACRES (COMBINED)
A SUBDIVISION OF 50.02 ACRES OF LAND OUT OF THE MARTIN MOORE SURVEY, ABSTRACT No. 649
ANNA, COLLIN COUNTY, TEXAS

No.	Date	REVISION	APP.

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100
2805 Dallas Parkway, Suite 600 • Plano, TX 75093 • 972.488.3880

SCALE: AS SHOWN
DATE: AUGUST 2022
JOB NO.: 22000-0001
DESIGNED BY: AWS
CHECKED BY: AWS
DRAWN BY: CSF

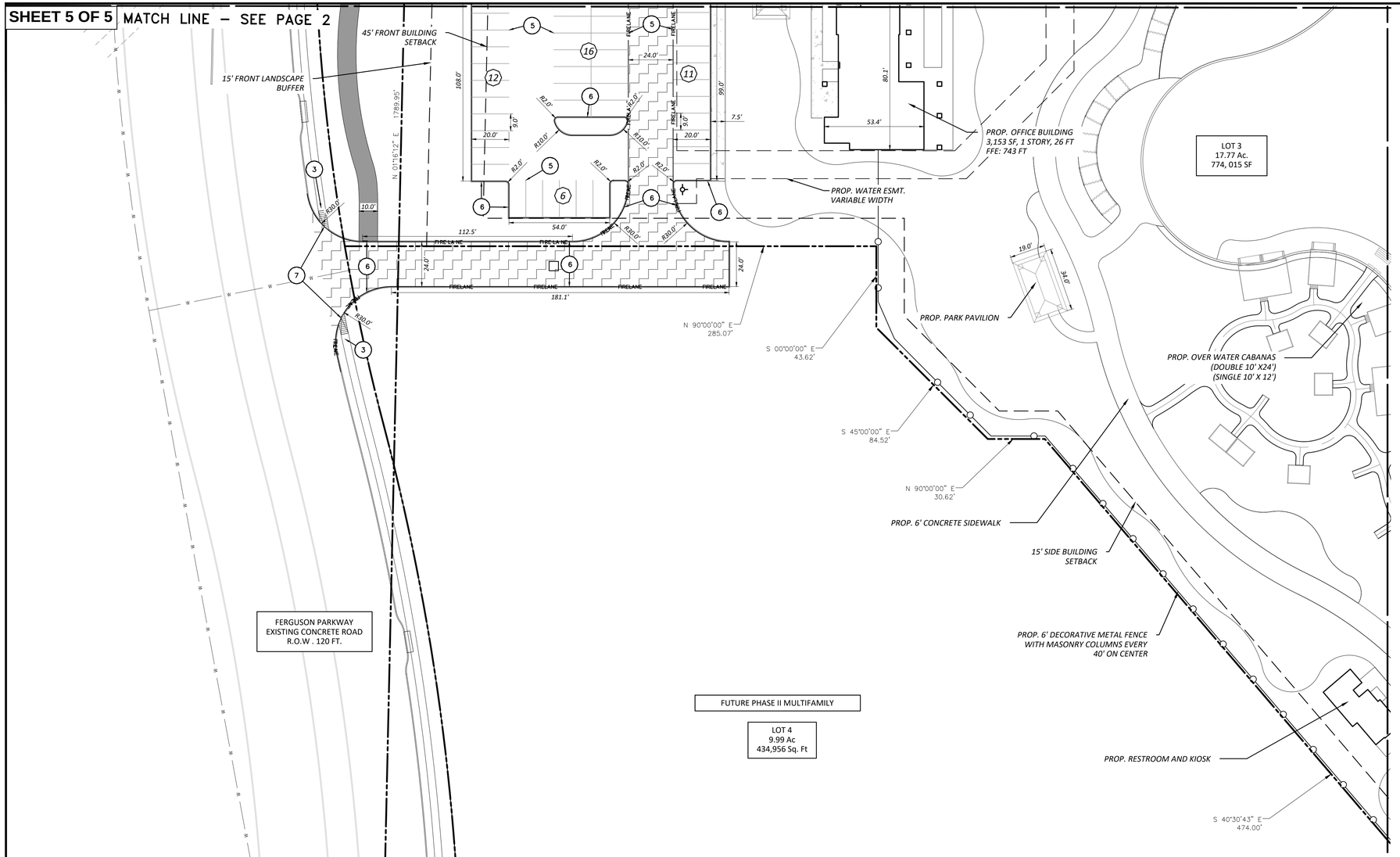
INTERIM REVIEW
Not intended for construction, bidding or permit purposes.
Engineer: ALEK W. STRIMPLE, P.E.
P.E. Serial No.: 142586
Date: AUGUST 2022

ANACAPRI LAGUNA
E COUNTY RD 370, ANNA, TEXAS, 75409

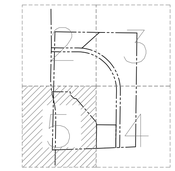
SITE PLAN (4 OF 5)

SHEET NO. 4 OF 5

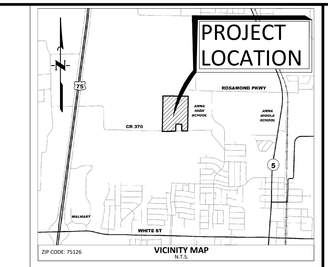
MATCH LINE – SEE PAGE 2



MATCH LINE – SEE PAGE 4



KEY MAP
N.T.S.



VICINITY MAP
N.T.S.

0 10 20 30 60 90
SCALE: 1" = 30'

KEY NOTES

1. PROP. ADA HANDICAP VAN ACCESSIBLE SIGN, TYP.
2. PROP. ADA HANDICAP VAN PARKING SPACE, TYP.
3. PROP. ADA LANDING PAD
4. PROP. 4" PAINTED WHITE CROSSWALK/ACCESS AISLE
5. PROP. 4" PAINTED WHITE PARKING STRIPE PER CITY OF ANNA, TYP.
6. PROP. 6" CONCRETE CURB, TYP.
7. PROP. BARRIER FREE RAMPS CONSTRUCTED PER CITY OF ANNA STANDARDS

LEGEND

EXISTING LEGEND

- FIRE HYDRANT W/ GATE VALVE
- WATERLINE W/ GATE VALVE
- WATERLINE W/ METER
- WASTEWATER W/ MANHOLE
- WASTEWATER W/ CLEANOUT
- STORM SEWER W/ MANHOLE
- STORM SEWER W/ CURB INLET
- OVERHEAD ELECTRIC W/POWER POLE
- GROUND CONTOUR
- PROPERTY LINE

PROPOSED LEGEND

- FIRE HYDRANT W/ GATE VALVE
- WATERLINE W/ GATE VALVE
- WATERLINE W/ METER
- WATERLINE W/ BACK FLOW PREVENTER
- WASTEWATER W/ MANHOLE
- STORM SEWER W/ MANHOLE
- STORM SEWER W/ CURB INLET
- STORM SEWER W/ GRATE INLET
- FINISHED COUNTOUR
- RETAINING WALL
- PROP. FIRE LANE
- PROP. EASEMENTS
- PROP. FENCE
- PROP. SIDEWALK
- PROP. FIRELANE
- PROP. BRICK PAVING
- PROP. HIKE/BIKE TRAIL
- PARKING COUNT

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

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ANACAPRI LAGUNA
E COUNTY RD 370, ANNA, TEXAS, 75409

SITE PLAN (5 OF 5)

SHEET NO.
5
OF 5

Item No. 5.m.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Anna Ranch, Phase 1B, Block P, Lot 1X, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:
Amenity Center on one lot on 2.1± acres located at the southeast corner of Gardendale Hollow Lane and Leonard Avenue. Zoned: Planned Development (Ord. No. 323-2007).

The purpose of the Site Plan is to show the proposed amenity center development 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 Site Plan is in conformance with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. Anna Ranch Amenity Center Locator Map
2. RESOLUTION - (SP) Anna Ranch, Phase 1B, Block P, Lot 1X
3. Exhibit A (SP) Anna Ranch, PH 1B, BL P, Lot 1X STAMPED

APPROVALS:

Salena Tittle, Planner II	Created/Initiated - 9/1/2022
Ross Altobelli, Director of Development Services	Approved - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

Site Plan - Anna Ranch, Phase 1B, Block P, Lot 1X (Amenity Center)

H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA RANCH, PHASE 1B, BLOCK P, LOT 1X, SITE 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 Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Gehan Homes LTD has submitted an application for the approval of the Anna Ranch, Phase 1B, Block P, Lot 1X, Site 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 Site Plan

The City Council hereby approves the Anna Ranch, Phase 1B, Block P, Lot 1X, Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

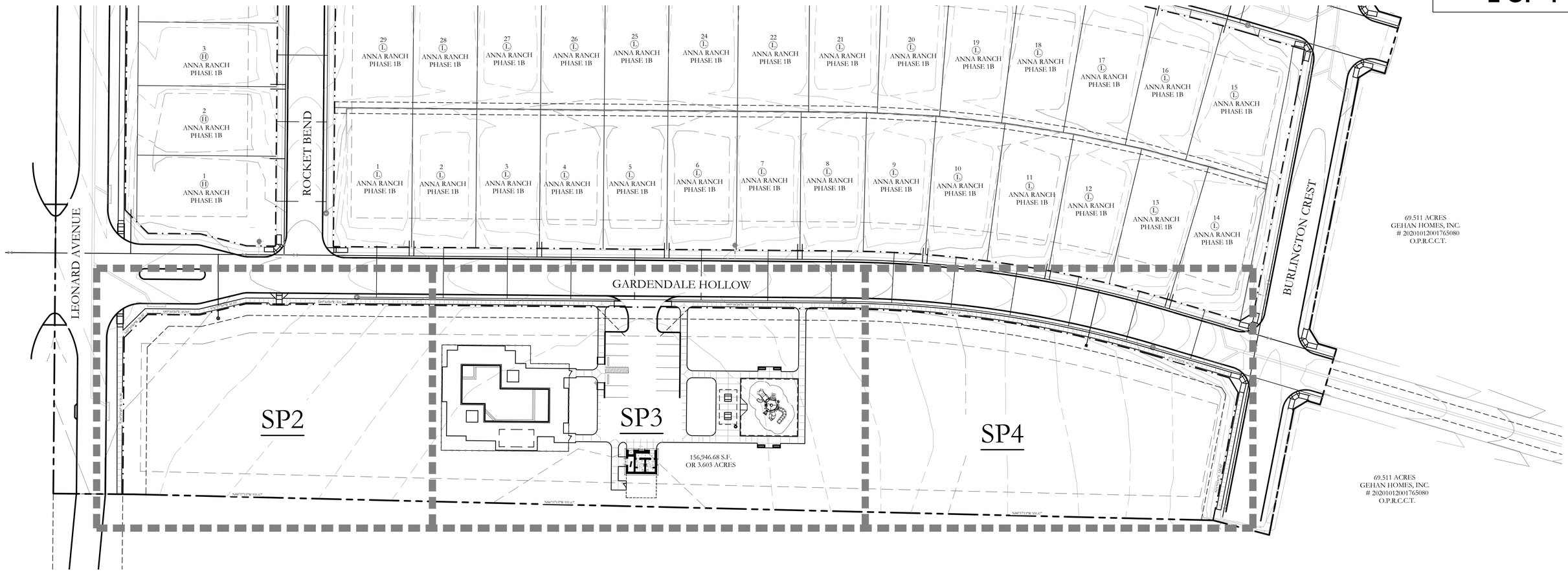
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of September, 2022.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

EXHIBIT A
1 OF 4



LEGEND

(6)	PROPOSED PARKING COUNT
BFR	PROPOSED CONCRETE BARRIER FREE RAMP
H/C	HANDICAP PARKING SPACE
FH	EXISTING FIRE HYDRANT
SSMH	EXISTING SANITARY SEWER MANHOLE
	EXISTING WATER MAIN W/ VALVE
	EXISTING SANITARY SEWER
	EXISTING STORM
	EXISTING CURB INLET
	RIGHT-OF-WAY
FFE 730.50	FINISHED FLOOR ELEVATION
730	EXISTING CONTOURS
730	PROPOSED CONTOURS
1	PROPOSED 1.5" DOMESTIC WATER METER
2	PROPOSED 1.5" IRRIGATION WATER METER
H	HANDICAP PARKING SIGN.
WS	PROPOSED CONCRETE WHEEL STOP
	ORNAMENTAL METAL FENCE (6'-0" HT. AROUND SWIMMING POOL AREA)
MG	1 - 4'-0" WIDTH SELF LATCHING, SELF CLOSING METAL GATE
WG	1 - 4'-0" WIDTH SELF LATCHING, SELF CLOSING WOODEN GATE
	6'-0" HT. WOOD FENCE TO ACT AS POOL EQUIPMENT AND TRASH TOTE ENCLOSURE
	PROPOSED FIRELANE PAVING

BLOCK P, LOT 1X SITE INFORMATION

HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

TOTAL IMPERVIOUS SURFACE: 25,342.36 SF, 27.76%
INTERIOR LANDSCAPE REQUIRED: (LOT AREA X 10%) 9,130.17 SF
INTERIOR LANDSCAPE PROVIDED: 65,959.40 SF

SITE PLAN NOTES:

- NO 100 YEAR FLOOD PLAIN EXISTS ON PROPERTY.
- NO PROTECTED TREES EXIST ON DEVELOPMENT SITE.
- LIGHTING FOR THE SUBJECT PROPERTY SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE CITY OF ANNA CODE OF ORDINANCES.
- ALL POOL EQUIPMENT AND TRASH CAN TOTES SHALL BE SCREENING WITH A 6'-0" HT. WOODEN FENCE.
- FOR ALL BARRIER FREE RAMPS NOTED ON PLAN, REFERENCE THE CITY OF ANNA STANDARD CONSTRUCTION DETAILS.
- ALL SIDEWALKS IN FRONT OF HEAD-IN PARKING SHALL BE 6'-0" WIDTH.

WATER METER SCHEDULE

METER ID NUMBER	WATER SERVICE SIZE	WATER METER SIZE	METER DOM.	METER IRR.	SAN. SERVICE SIZE
1	1.5"	1.5"	X		6"
2	1.5"	1.5"		X	

UTILITY NOTES

1. SANITARY SEWER LATERALS ARE SHOWN ON PLAN TO BE LOCATED WITHIN 5'-0' FROM THE BUILDING PAD. MEP PLANS WILL BE PROVIDED IN A SEPARATE SUBMITTAL THAT SHOWS THE CONNECTION OF THE PROPOSED PLUMBING FIXTURES TO THIS LATERAL LINE. A TWO-WAY CLEAN OUT WILL BE PROVIDED AT THIS CONNECTION AS WELL AT THE PROPERTY LINE.
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3. ANY EXISTING SERVICE TAP TO BE ABANDONED SHALL BE ABANDONED BY PLUG LOCATED 2'-0" FROM BACK OF CURB.

SITE DATA SUMMARY TABLE

GENERAL SITE DATA	
ZONING (FROM ZONING MAP)	SINGLE FAMILY RESIDENTIAL
LAND USE (FROM ZONING & ORDINANCE)	PRIVATE RECREATIONAL CENTER
LOT AREA (SQUARE FEET & ACRES)	156,946.68 S.F. OR 3.603 ACRES
BUILDING FOOTPRINT AREA (SQUARE FEET)	520.00 S.F.
TOTAL BUILDING AREA (SQUARE FEET)	520.00 S.F.
BUILDING HEIGHT (# STORIES)	1 STORY
BUILDING HEIGHT (FEET - DISTANCE TO TALLEST BUILDING ELEMENT)	22'-6" HT.
LOT COVERAGE (PERCENT - X.XX%)	0.33% (.0033:1)
PARKING	
PARKING RATIO (FROM ZONING ORDINANCE)	MINIMUM OF 8 PER SUBDIVISION REGULATIONS
REQUIRED PARKING (# SPACES)	8 REQUIRED
PROVIDED PARKING SPACES (# SPACES)	12 PROVIDED
ACCESSIBLE PARKING PROVIDED (# SPACES)	1 PROVIDED
LANDSCAPE AREA (INCLUDING TURF AREAS)	
REQUIRED INTERNAL LANDSCAPE AREA (SQUARE FEET - 8 SQUARE FEET PER PARKING SPACE)	96 S.F. REQUIRED
ADDITIONAL INTERIOR LANDSCAPE AREA PROVIDED (SQUARE FEET)	65,863.40 S.F. PROVIDED
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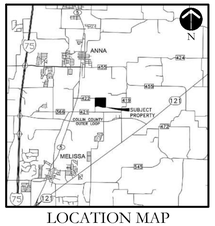


LOCATION MAP
(NOT TO SCALE)

NORTH

40 20 0 40
Scale: 1" = 40'-0"

REGISTERED LANDSCAPE ARCHITECT
CODY L. JOHNSON
2833
STATE OF TEXAS

August 17, 2022

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

OVERALL SITE PLAN
ANNA RANCH PHASE 1B
HOA LOT 1X
BLOCK P
~AMENITY CENTER~

BEING 3.603 ACRES
SITUATED IN THE GRANDISON STARK SURVEY, ABSTRACT NO. 798 IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER:

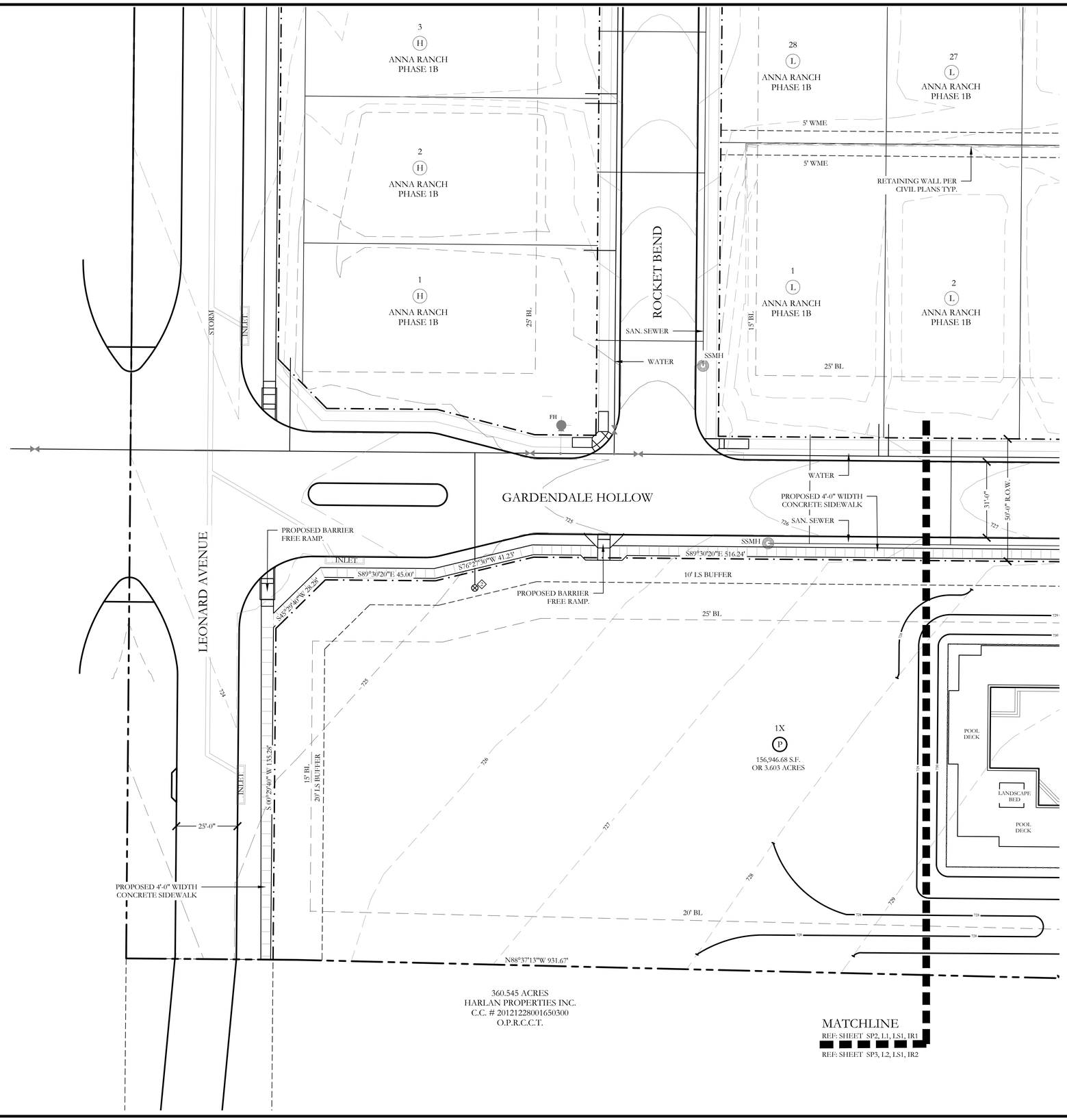
GEHAN HOMES, LTD.
15725 N. DALLAS PARKWAY
SUITE 300
ADDISON, TEXAS 75001
CONTACT: JORDAN HORN

LANDSCAPE ARCHITECT:

JOHNSON VOLK CONSULTING
704 CENTRAL PARKWAY SUITE 1200
PLANO, TEXAS 75074
PH. (972) 201-3100
CONTACT: CODY JOHNSON, RLA, ASLA, LI

SUBMITTAL DATE: August 17, 2022 SP1

EXHIBIT A
2 OF 4



LEGEND

6	PROPOSED PARKING COUNT
BFR	PROPOSED CONCRETE BARRIER FREE RAMP
H/C	HANDICAP PARKING SPACE
FH	EXISTING FIRE HYDRANT
SSMH	EXISTING SANITARY SEWER MANHOLE
	EXISTING WATER MAIN W/ VALVE
	EXISTING SANITARY SEWER
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FFE 730.50	FINISHED FLOOR ELEVATION
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730	PROPOSED CONTOURS
	PROPOSED 1.5" DOMESTIC WATER METER
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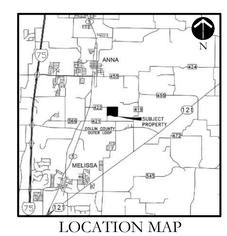

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August 17, 2022

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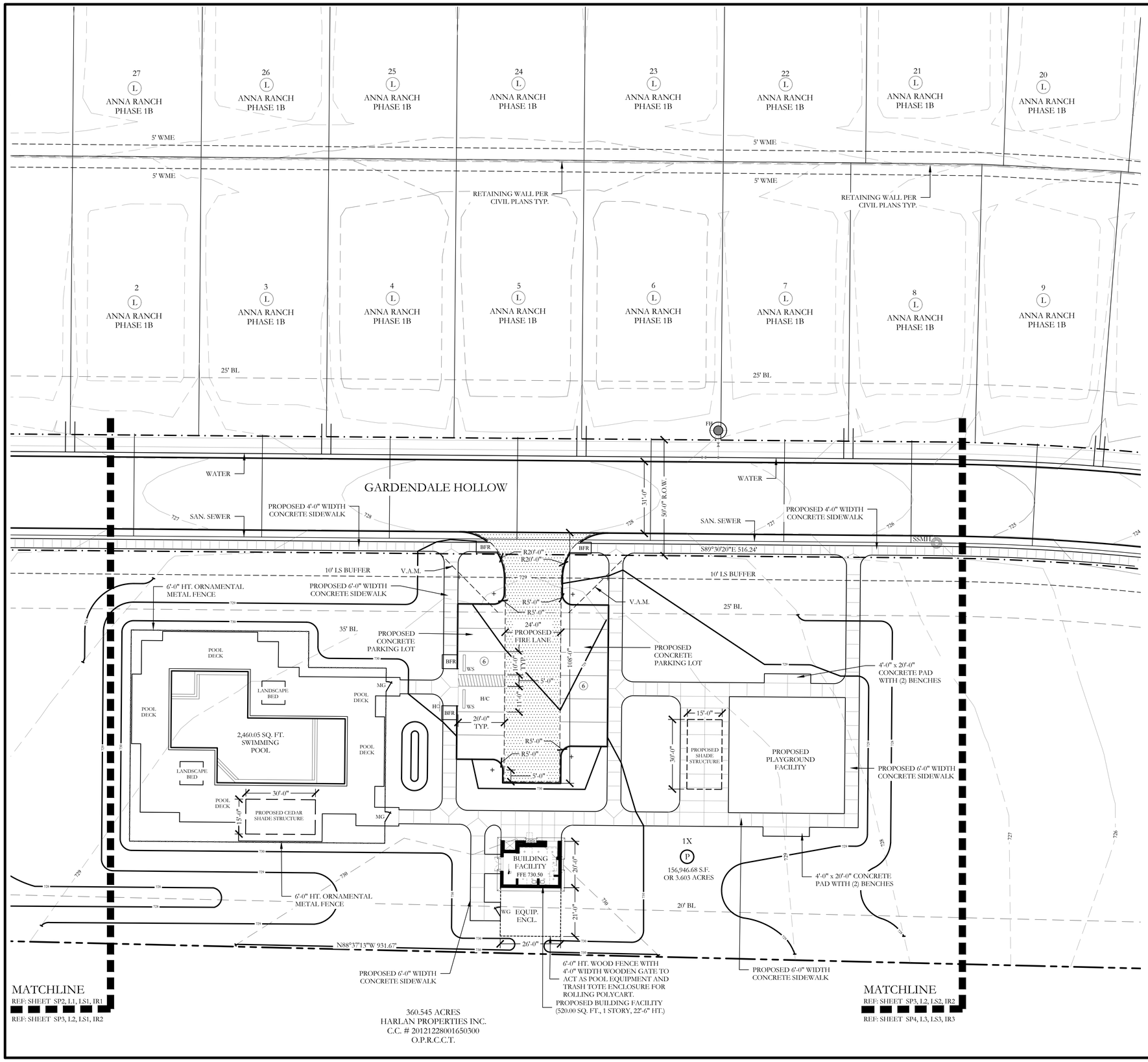

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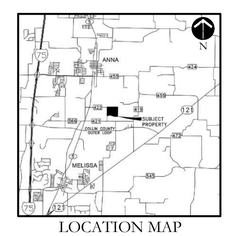
LAND USE (FROM ZONING & ORDINANCE)	PRIVATE RECREATIONAL CENTER
LOT AREA (SQUARE FEET & ACRES)	156,946.68 S.F. OR 3.603 ACRES
BUILDING FOOTPRINT AREA (SQUARE FEET)	520.00 S.F.
TOTAL BUILDING AREA (SQUARE FEET)	520.00 S.F.
BUILDING HEIGHT (# STORIES)	1 STORY
BUILDING HEIGHT (FEET - DISTANCE TO TALLEST BUILDING ELEMENT)	22'-6" HT.
LOT COVERAGE (PERCENT - X.XX%)	0.33% (.0033:1)
PARKING	
PARKING RATIO (FROM ZONING ORDINANCE)	MINIMUM 8 SPACES PER SUBDIVISION REGULATIONS
REQUIRED PARKING (# SPACES)	8 REQUIRED
PROVIDED PARKING SPACES (# SPACES)	12 PROVIDED
ACCESSIBLE PARKING PROVIDED (# SPACES)	1 PROVIDED
LANDSCAPE AREA (INCLUDING TURF AREAS)	
REQUIRED INTERNAL LANDSCAPE AREA (SQUARE FEET - 8 SQUARE FEET PER PARKING SPACE)	96 S.F. REQUIRED
ADDITIONAL INTERIOR LANDSCAPE AREA PROVIDED (SQUARE FEET)	65,863.40 S.F. PROVIDED
TOTAL LANDSCAPE AREA (SQUARE FEET)	65,959.40 S.F. PROVIDED

APPROVED SEPTEMBER 13, 2022	APPROVED SEPTEMBER 6, 2022
CITY COUNCIL CITY OF ANNA	P&Z COMMISSION CITY OF ANNA



LOCATION MAP
(NOT TO SCALE)

NORTH

20 10 0 20
Scale: 1" = 20'-0"

REGISTERED LANDSCAPE ARCHITECT
CODY L. JOHNSON
2833
STATE OF TEXAS
August 17, 2022

SITE PLAN
ANNA RANCH PHASE 1B
HOA LOT 1X
BLOCK P
~AMENITY CENTER~

BEING 2.096 ACRES
SITUATED IN THE GRANDISON STARK SURVEY, ABSTRACT NO. 798 IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER:

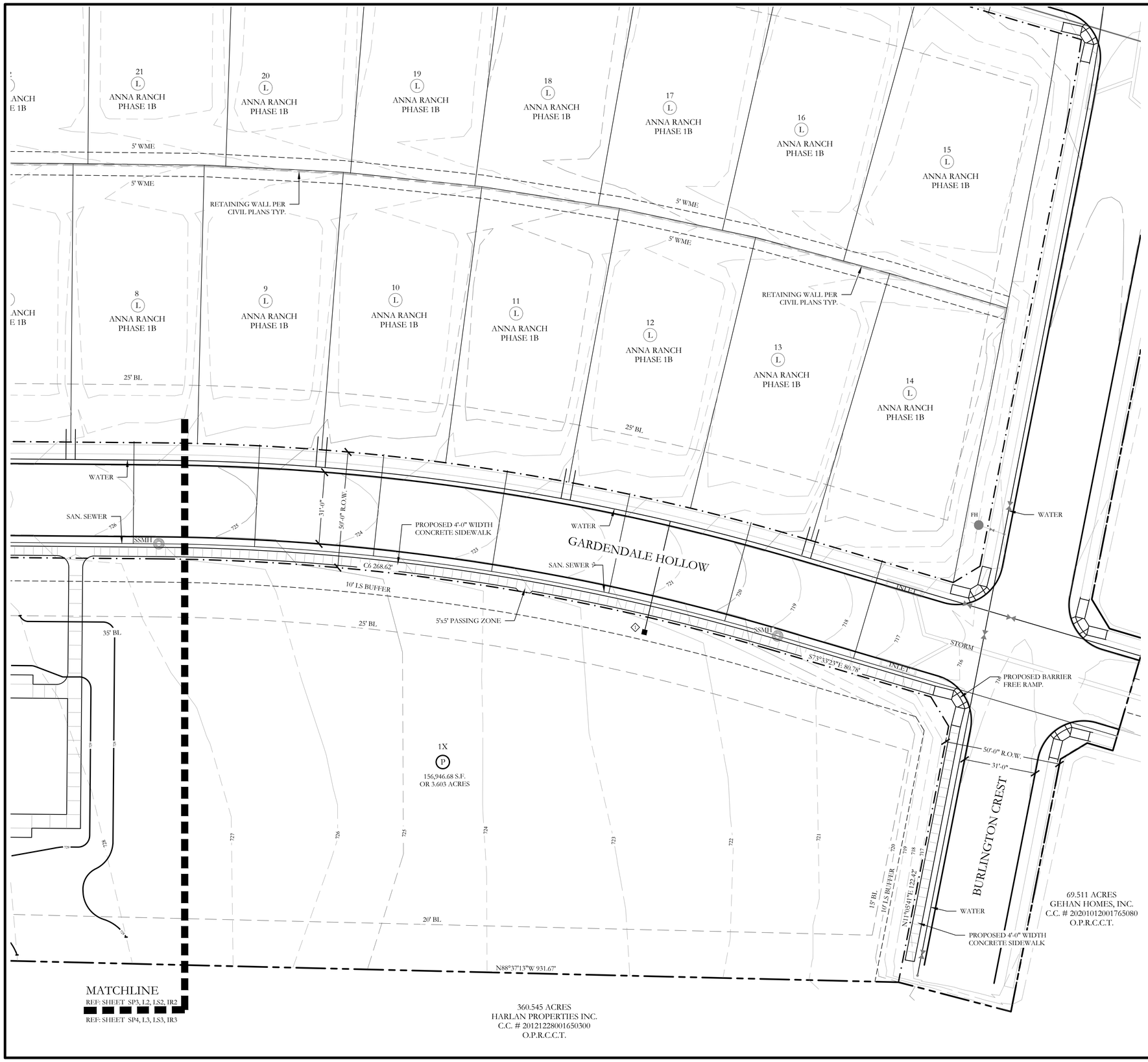
GEHAN HOMES, LTD.
15725 N. DALLAS PARKWAY
SUITE 300
ADDISON, TEXAS 75001
CONTACT: JORDAN HORN

LANDSCAPE ARCHITECT:

JOHNSON VOLK CONSULTING
704 CENTRAL PARKWAY SUITE 1200
PLANO, TEXAS 75074
PH. (972) 201-3100
CONTACT: CODY JOHNSON, RLA, ASLA, LI

SUBMITTAL DATE: August 17, 2022 SP3

EXHIBIT A
4 OF 4



LEGEND

6	PROPOSED PARKING COUNT
BFR	PROPOSED CONCRETE BARRIER FREE RAMP
H/C	HANDICAP PARKING SPACE
FH	EXISTING FIRE HYDRANT
SSMH	EXISTING SANITARY SEWER MANHOLE
	EXISTING WATER MAIN W/ VALVE
	EXISTING SANITARY SEWER
	EXISTING STORM
	EXISTING CURB INLET
	RIGHT-OF-WAY
FFE 730.50	FINISHED FLOOR ELEVATION
730	EXISTING CONTOURS
730	PROPOSED CONTOURS
	PROPOSED 1.5" DOMESTIC WATER METER
	PROPOSED 1.5" IRRIGATION WATER METER
H	HANDICAP PARKING SIGN.
WS	PROPOSED CONCRETE WHEEL STOP
	ORNAMENTAL METAL FENCE (6'-0" HT. AROUND SWIMMING POOL AREA)
MG	1 - 4'-0" WIDTH SELF LATCHING, SELF CLOSING METAL GATE
WG	1 - 4'-0" WIDTH SELF LATCHING, SELF CLOSING WOODEN GATE
	6'-0" HT. WOOD FENCE TO ACT AS POOL EQUIPMENT AND TRASH TOTE ENCLOSURE
	PROPOSED FIRELANE PAVING

BLOCK P, LOT 1X SITE INFORMATION

HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

TOTAL IMPERVIOUS SURFACE: 25,342.36 SF, 27.76%
INTERIOR LANDSCAPE REQUIRED: (LOT AREA X 10%) 9,130.17 SF
INTERIOR LANDSCAPE PROVIDED: 65,959.40 SF

SITE PLAN NOTES:

- NO 100 YEAR FLOOD PLAIN EXISTS ON PROPERTY.
- NO PROTECTED TREES EXIST ON DEVELOPMENT SITE.
- LIGHTING FOR THE SUBJECT PROPERTY SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE CITY OF ANNA CODE OF ORDINANCES.
- ALL POOL EQUIPMENT AND TRASH CAN TOTES SHALL BE SCREENING WITH A 6'-0" HT. WOODEN FENCE.
- FOR ALL BARRIER FREE RAMPS NOTED ON PLAN, REFERENCE THE CITY OF ANNA STANDARD CONSTRUCTION DETAILS.
- ALL SIDEWALKS IN FRONT OF HEAD-IN PARKING SHALL BE 6'-0" WIDTH.

WATER METER SCHEDULE

METER ID NUMBER	WATER SERVICE SIZE	WATER METER SIZE	METER DOM.	METER IRR.	SAN. SERVICE SIZE
	1.5"	1.5"	X		6"
	1.5"	1.5"		X	

UTILITY NOTES

1. SANITARY SEWER LATERALS ARE SHOWN ON PLAN TO BE LOCATED WITHIN 5'-0' FROM THE BUILDING PAD. MEP PLANS WILL BE PROVIDED IN A SEPARATE SUBMITTAL THAT SHOWS THE CONNECTION OF THE PROPOSED PLUMBING FIXTURES TO THIS LATERAL LINE. A TWO-WAY CLEAN OUT WILL BE PROVIDED AT THIS CONNECTION AS WELL AT THE PROPERTY LINE.
2. WATER LATERAL LINES ARE SHOWN ON PLAN TO BE LOCATED 5'-0" FROM THE BUILDING PAD. MEP PLANS WILL BE PROVIDED IN A SEPARATE SUBMITTAL THAT SHOWS THE CONNECTION OF THE PROPOSED PLUMBING FIXTURES TO THIS LATERAL LINE. A CUT-OFF DRAIN VALVE WILL BE PROVIDED INSIDE A WATER CUT-OFF BOX WITH A LOCKABLE COVER AT THIS CONNECTION.
3. ANY EXISTING SERVICE TAP TO BE ABANDONED SHALL BE ABANDONED BY PLUG LOCATED 2'-0" FROM BACK OF CURB.

SITE DATA SUMMARY TABLE

GENERAL SITE DATA	
ZONING (FROM ZONING MAP)	SINGLE FAMILY RESIDENTIAL
LAND USE (FROM ZONING & ORDINANCE)	PRIVATE RECREATIONAL CENTER
LOT AREA (SQUARE FEET & ACRES)	156,946.68 S.F. OR 3.603 ACRES
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APPROVED	APPROVED
SEPTEMBER 13, 2022	SEPTEMBER 6, 2022
CITY COUNCIL CITY OF ANNA	P&Z COMMISSION CITY OF ANNA

SITE PLAN
ANNA RANCH PHASE 1B
HOA LOT 1X
BLOCK P
~AMENITY CENTER~

BEING 2.096 ACRES
SITUATED IN THE GRANDISON STARK SURVEY, ABSTRACT NO. 798 IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER:

GEHAN HOMES, LTD.
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JOHNSON VOLK CONSULTING
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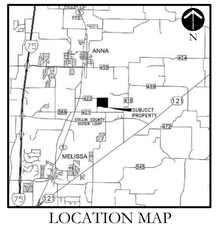
PLANO, TEXAS 75074
PH. (972) 201-3100
CONTACT: CODY JOHNSON, RLA, ASLA, LI



LOCATION MAP
(NOT TO SCALE)

NORTH

20 10 0 20
Scale: 1" = 20'-0"

REGISTERED LANDSCAPE ARCHITECT
CODY L. JOHNSON
2833
STATE OF TEXAS

August 17, 2022

SUBMITTAL DATE: August 17, 2022 SP4

Item No. 5.n.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Villages of Waters Creek, Block B, Lot 1, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:
Multiple-family residence on one lot on 19.5± acres located on the west side of future Persimmon Drive, 350± feet south of W. White Street. Zoned: Planned Development (Ord. No. 978-2022 & Ord. No. 861-2020).

The purpose of the Site Plan is to show the proposed multiple-family residential development 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 Site Plan is in conformance with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

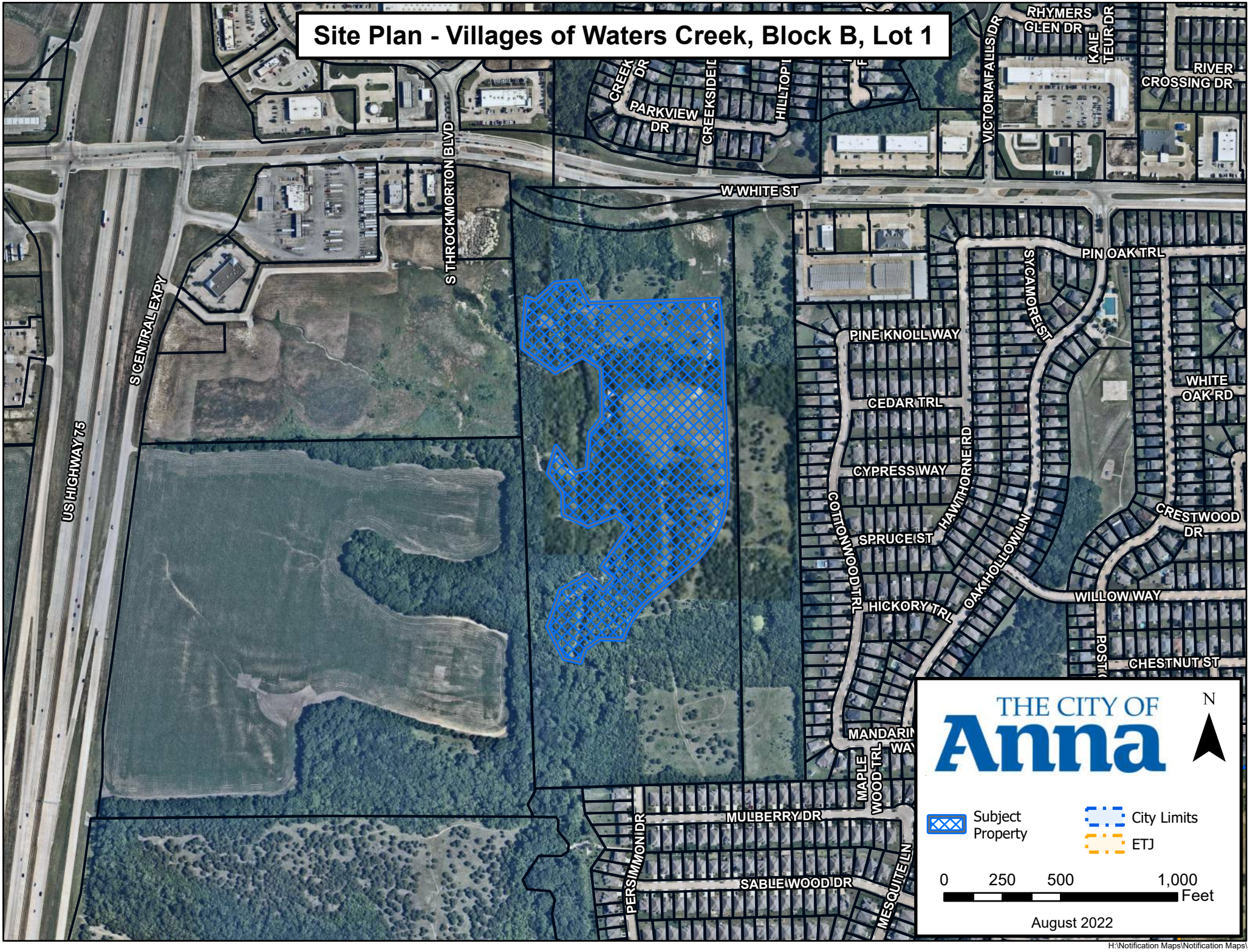
The Planning & Zoning Commission recommended approval.

ATTACHMENTS:
1. Villages of Waters Creek Locator Map
2. RESOLUTION - (SP) Villages of Waters Creek, Block B, Lot 1
3. Exhibit A (SP) Villages of Waters Creek, BL B, Lt 3 stamped

APPROVALS:

Salena Tittle, Planner II	Created/Initiated - 9/1/2022
Ross Altobelli, Director of Development Services	Approved - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

Site Plan - Villages of Waters Creek, Block B, Lot 1



H:\Notification Maps\Notification Maps\

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING VILLAGES OF WATERS CREEK, BLOCK B, LOT 1, SITE 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 Regulation") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Anna 51 Joint Venture has submitted an application for the approval of the Villages of Waters Creek, Block B, Lot 1, Site 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 Site Plan

The City Council hereby approves the Villages of Waters Creek, Block B, Lot 1, Site Plan attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

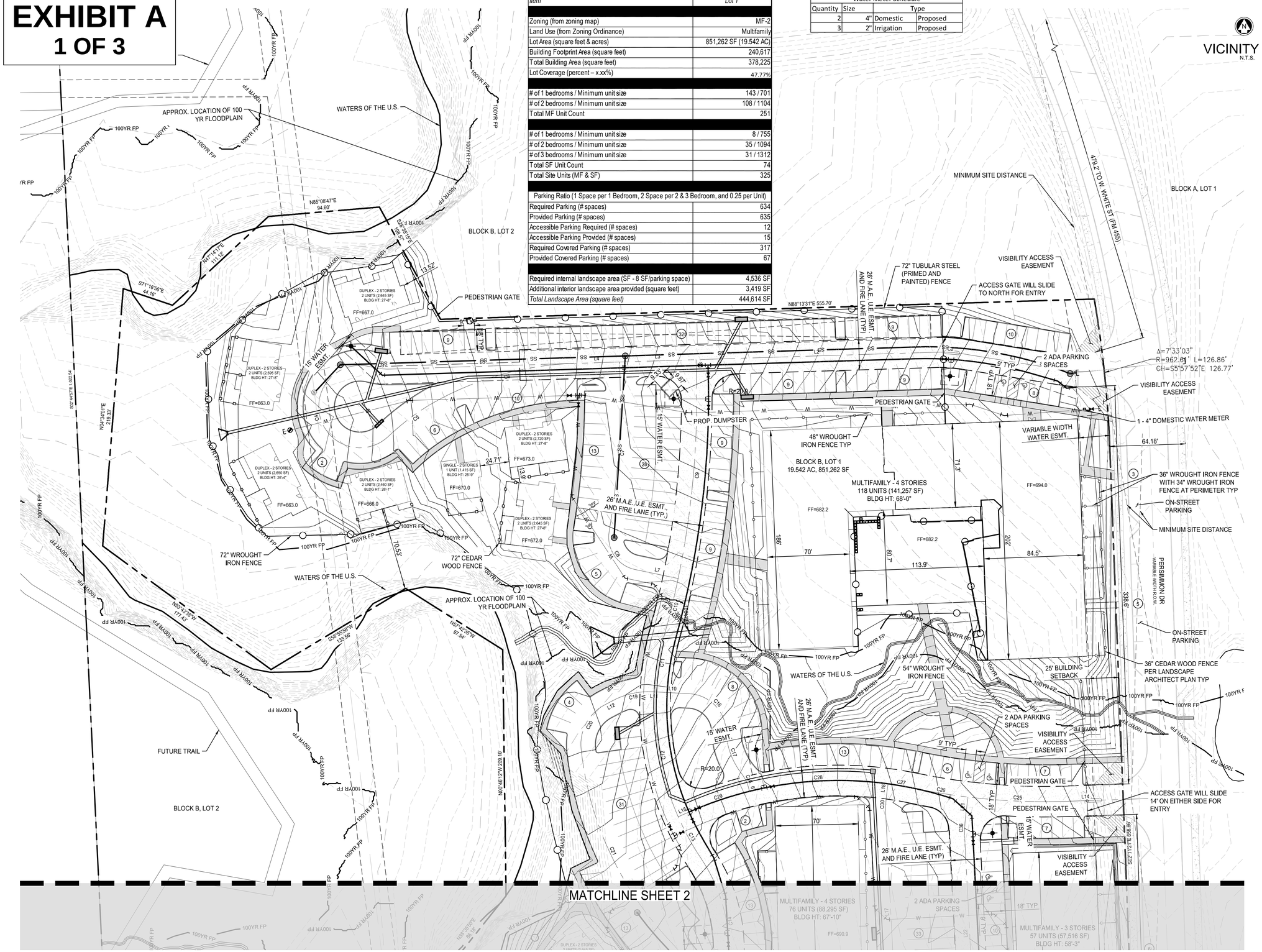
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of September, 2022.

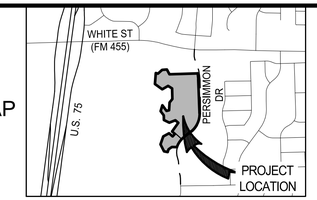
ATTEST:	APPROVED:
_____	_____
City Secretary, Carrie L. Land	Mayor, Nate Pike

EXHIBIT A
1 OF 3

Site Data Summary Table	
Item	*Lot 1*
Zoning (from zoning map)	MF-2
Land Use (from Zoning Ordinance)	Multifamily
Lot Area (square feet & acres)	851,262 SF (19.542 AC)
Building Footprint Area (square feet)	240,617
Total Building Area (square feet)	378,225
Lot Coverage (percent – x.xx%)	47.77%
# of 1 bedrooms / Minimum unit size	143 / 701
# of 2 bedrooms / Minimum unit size	108 / 1104
Total MF Unit Count	251
# of 1 bedrooms / Minimum unit size	8 / 755
# of 2 bedrooms / Minimum unit size	35 / 1094
# of 3 bedrooms / Minimum unit size	31 / 1312
Total SF Unit Count	74
Total Site Units (MF & SF)	325
Parking Ratio (1 Space per 1 Bedroom, 2 Space per 2 & 3 Bedroom, and 0.25 per Unit)	
Required Parking (# spaces)	634
Provided Parking (# spaces)	635
Accessible Parking Required (# spaces)	12
Accessible Parking Provided (# spaces)	15
Required Covered Parking (# spaces)	317
Provided Covered Parking (# spaces)	67
Required internal landscape area (SF - 8 SF/parking space)	4,536 SF
Additional interior landscape area provided (square feet)	3,419 SF
Total Landscape Area (square feet)	444,614 SF

Water Meter Schedule			
Quantity	Size	Type	
2	4"	Domestic	Proposed
3	2"	Irrigation	Proposed





VICINITY MAP
N.T.S.

0 40' 80'
SCALE: 1" = 40'

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- PROPOSED FIRELANE
- ACCESSIBLE CROSSWALK
- PROP. ACCESSIBLE ROUTE
- PARKING COUNT
- PROPOSED 8" WATER LINE
- PROP. RESIDENTIAL 4" WATER LINE
- EXISTING WATER LINE
- PROPOSED SANITARY SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- WROUGHT IRON FENCE (54"-72")
- WROUGHT IRON FENCE (34"-48")
- WOOD CEDAR FENCE (72")
- ADA PARKING
- PROPOSED FIRE HYDRANT

APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

WATERS CREEK

SITE PLAN
BLOCK B, LOT 1
19.542 ACRES, SITUATED IN THE THOMAS RATTEN SURVEY, ABSTRACT NUMBER 782

ANNA, COLLIN COUNTY, TEXAS

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

DRAWN: AJC	DATE	PROJECT #	SHEET
DESIGNED: DAN	AUGUST 2022	JPI21001	1
REVIEWER: JHY			

CONCEPTUAL ENGINEERING

WATERS CREEK

Drawing: J:\Jobs\JPI21001.00_Anna Multi-Family_77ac\3_Design\35_Civil\351_CAD\Civil_Plans\JPI21001-C-SITE-PLAN
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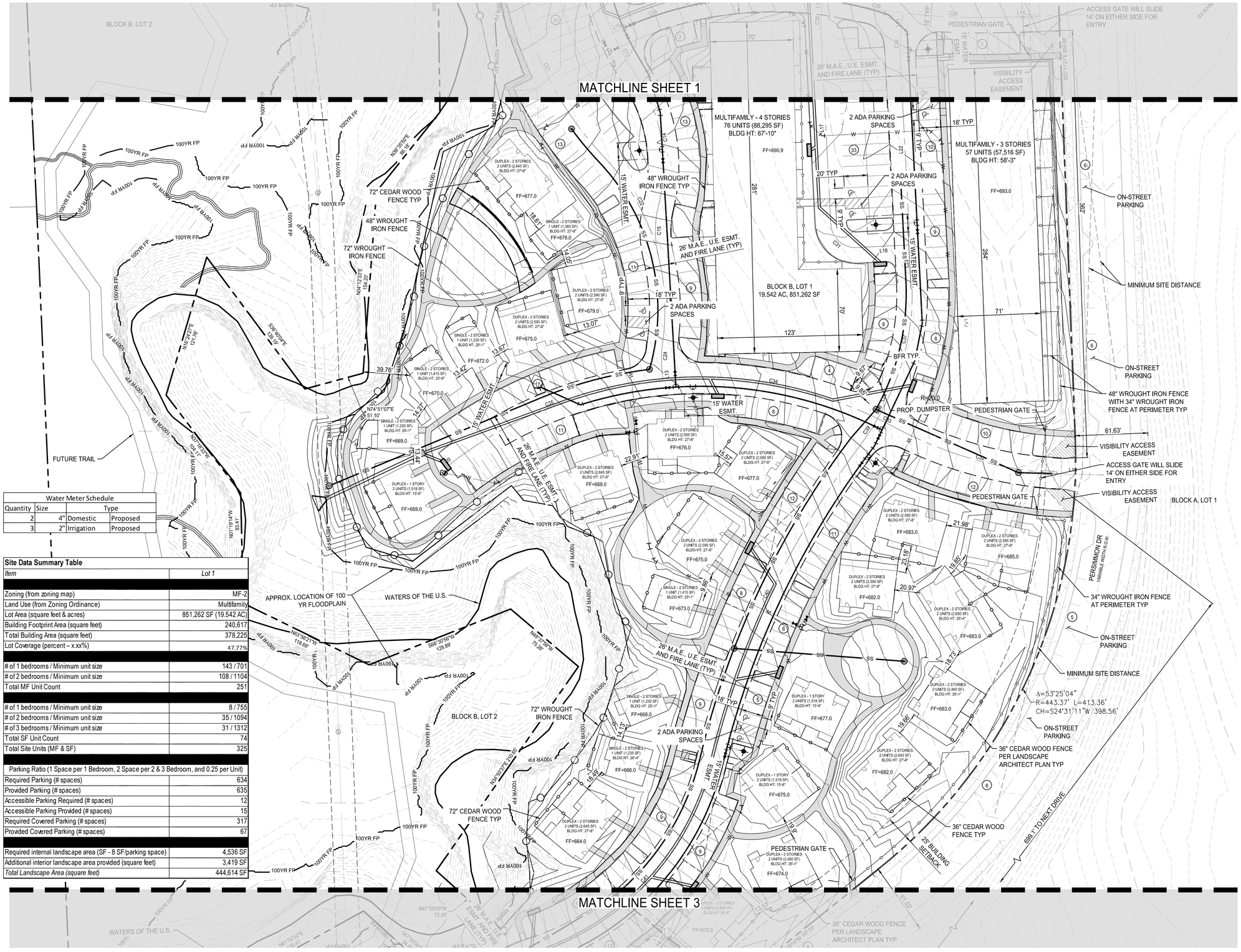
Plot Date/Time: 8/29/2022 4:57 PM

EXHIBIT A
2 OF 3

CONCEPTUAL ENGINEERING



Water Meter Schedule			
Quantity	Size	Type	
2	4"	Domestic	Proposed
3	2"	Irrigation	Proposed

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Additional interior landscape area provided (square feet)	3,419 SF
Total Landscape Area (square feet)	444,614 SF

SCALE: 1" = 40'

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- PROPOSED FIRELANE
- ACCESSIBLE CROSSWALK
- PROP. ACCESSIBLE ROUTE
- PARKING COUNT
- PROPOSED 8" WATER LINE
- PROP. RESIDENTIAL 4" WATER LINE
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APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

WATERS CREEK

SITE PLAN
BLOCK B, LOT 1
19.542 ACRES, SITUATED IN THE THOMAS RATTEN SURVEY, ABSTRACT NUMBER 782

ANNA, COLLIN COUNTY, TEXAS

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DRAWN: AJC	DATE	PROJECT #	SHEET
DESIGNED: DAN	AUGUST 2022	JPI21001	2
REVIEWER: JHY			

WATERS CREEK

Drawing: J:\JOBS\JPI21001.00_Anna Multi-Family_17Ac\3_Design\35_Civil\351_CAD\Civil_Plans\JPI21001-C-SITE-PLAN
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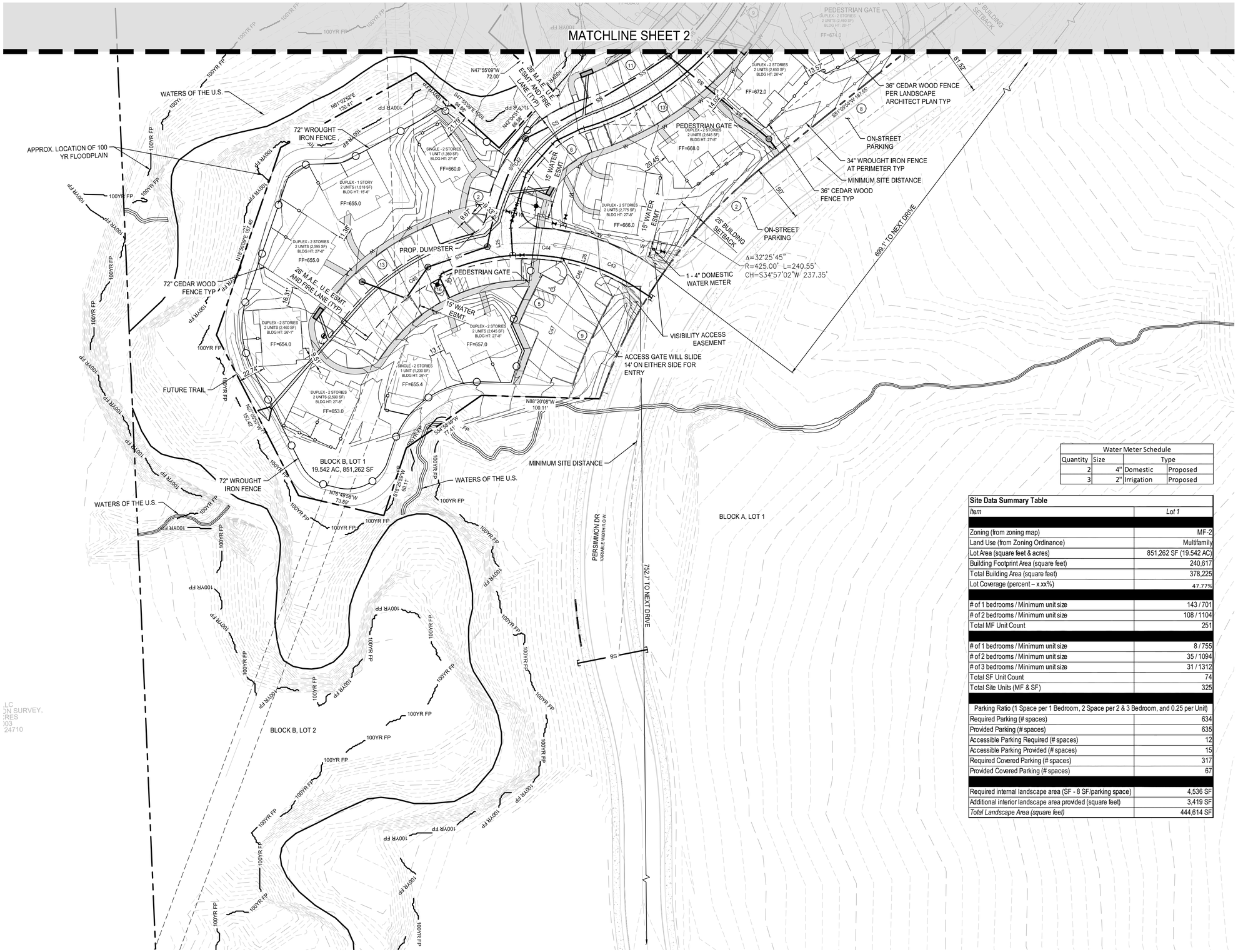
EXHIBIT A
3 OF 3

CONCEPTUAL ENGINEERING



SCALE: 1" = 40'

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APPROVED
SEPTEMBER 13, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
SEPTEMBER 6, 2022
P&Z COMMISSION
CITY OF ANNA

WATERS CREEK

SITE-PLAN

BLOCK B, LOT 1
19.542 ACRES, SITUATED IN THE THOMAS RATTEN SURVEY, ABSTRACT NUMBER 782

ANNA, COLLIN COUNTY, TEXAS

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DRAWN: AJC	DATE	PROJECT #	SHEET
DESIGNED: DAN	AUGUST 2022	JPI21001	3
REVIEWER: JHY			

WATERS CREEK

Drawing: J:\Jobs\JPI21001.00_Anna Multi-Family_17\ACS_Design\05_Civil\351_CAD\Civil_Plans\JPI21001-C-SITE-PLAN
Last Saved by: DVoss
Last Saved: 8/25/2022 4:55 PM
Plot Date/Time: 8/25/2022 4:57 PM

Item No. 5.o.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Kevin Martin

AGENDA ITEM:
Approve Resolution approving extension of the Agreement with Collin County for Animal Sheltering Services. (Code Compliance Kevin Martin)

SUMMARY:
Extension of the Animal Sheltering interlocal agreement with Collin County Animal Sheltering Services. The Extension of agreement for a one (1) year period which shall be in effect from October 1, 2022 continuing through and including September 30, 2023, with the option for either party to terminate the contract with ninety (90) days written notice.

FINANCIAL IMPACT:
$25,915.00

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

STAFF RECOMMENDATION:
Approve Resolution approving extension of Agreements with Collin County for Animal Sheltering Services.

ATTACHMENTS:
1. Animal Control_Sheltering 2023
2. FY23 Amendment - City of Anna Shelter

APPROVALS:

Kevin Martin, Code Compliance Manager	Created/Initiated - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING EXTENSION OF THE AGREEMENTS WITH COLLIN COUNTY FOR ANIMAL CONTROL SERVICES.

WHEREAS, the City Council of the City of Anna, Texas ("City Council") finds that the agreement with Collin County for use of an Animal Shelter to the citizens of Anna is worthy of continuation; and

WHEREAS, the City Council approves Collin County's amendment to the current Animal Shelter agreement, to include the following fee:

"The total amount for fiscal year 2023: $25,915.00"

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 as set forth in full.

Section 2. Approval and Authorization of Agreement.

The City Council hereby approves the extension attached hereto as Exhibit 1 to extend the agreement with Collin County for use of an Animal Shelter, ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize and enforce the animal shelter agreement with Collin County.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 13th day of September 2022.

APPROVED: **ATTEST:**

_____ _____

Mayor Nate Pike **City Secretary Carrie Land**

Contract Modification Document

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

Vendor: City of Anna
P.O. Box 776
Anna, TX 75409

Contract No. 10097-09
Contract: Interlocal Agreement for Facility Construction and use of an Animal Shelter in Collin County

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2022, through and including September 30, 2023, at the rate below.

Item #2 Total Amount for fiscal year 2023: $25,915.00

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

Amendment No.16 has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No._____ effective on 10/1/2022.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: Purchasing Agent

DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2006-891-09-26

Amendment	No. 15	Court Order No.	2021-1060-10-25	Summary	Renewal
Amendment	No. 16	Court Order No.		Summary	Agreement extended and fees

Item No. 5.p.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Kevin Martin

AGENDA ITEM:
Approve Resolution approving extension of the Agreement with Collin County for Animal Control Services. (Code Compliance Kevin Martin)

SUMMARY:
Extension of the Animal Control Services interlocal agreement with Collin County Animal Control Services. The Extension of agreement for a one (1) year period which shall be in effect from October 1, 2022 continuing through and including September 30, 2023, with the option for either party to terminate the contract with ninety (90) days written notice.

FINANCIAL IMPACT:
$51,041.00

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

STAFF RECOMMENDATION:
Approve Resolution approving extension of Agreements with Collin County for Animal Control Services.

ATTACHMENTS:
1. Animal Control_Services 2023
2. FY23 Amendment 15 - City of Anna

APPROVALS:

Kevin Martin, Code Compliance Manager	Created/Initiated - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING EXTENSION OF THE AGREEMENTS WITH COLLIN COUNTY FOR ANIMAL CONTROL SERVICES.

WHEREAS, the City Council of the City of Anna, Texas ("City Council") finds that the agreement with Collin County for Animal Control Services to the citizens of Anna is worthy of continuation; and

WHEREAS, the City Council approves Collin County's amendment to the current Animal Control Services agreement, to include the following fee:

"The total amount for fiscal year 2023: $51,041.00"

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 as set forth in full.

Section 2. Approval and Authorization of Agreement.

The City Council hereby approves the extension attached hereto as Exhibit 1 to extend the agreement with Collin County for Animal Control Services, ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize and enforce the animal control services agreement with Collin County.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 13th day of September 2022.

APPROVED: **ATTEST:**

_____ _____

Mayor Nate Pike **City Secretary Carrie Land**

Contract Modification Document

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

Vendor: City of Anna
P.O. Box 776
Anna, TX 75409

Contract No. 10094-09
Contract: Interlocal Agreement for Animal Control Services

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Item #1 The agreement will be renewed for a period of one (1) year, beginning October 1, 2022, through and including September 30, 2023, at the rate below.

Item #2 Total Amount for fiscal year 2023: $51,041.00

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

Amendment No.15 has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No._____ effective on 10/1/2022.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)

TITLE: Purchasing Agent

DATE:

HISTORICAL INFORMATION

Awarded by Court Order No. 2007-896-10-09

Amendment	No. 14	Court Order No.	2021-799-08-23	Summary	Renewal
Amendment	No. 15	Court Order No.		Summary	Agreement extended and fees

Item No. 5.q.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Alan Guard
Stephanie Beitelschies

AGENDA ITEM:
Approve a Resolution Amending the City of Anna Personnel Policy Manual Regarding Fire Department Holiday Worked Pay (Alan Guard / Stephanie Beitelschies)

SUMMARY:
As a part of the adopted Strategic Plan, staff was directed to identify areas of the City Personnel Policy that required revision. As city staff has worked under this personnel policy manual, instances involving technical conflicts and operational realities have been discovered. Section 106.01 (k) of the proposed policy is changed to provide clarification, simplify processes, and establish greater time management and payroll efficiency. Every city employee is granted 12 holidays per year; however, the majority of Section 106.01 (k) is not relevant for shift-based employees within the fire department and should be amended accordingly. The proposed revisions are listed below. Overall, these changes will provide support to the Fire Department's day-to-day operations. The proposed amendments are as follows:

Section 106.01
(k) Employees in the Fire Department shall be granted the same number of vacation and holidays, or days in lieu of vacation days or holidays, granted to other City employees. Administration personnel will accrue and utilize holiday time based on the standard for 40-hour employees with one exception: at least one holiday shall be designated as Patriots Day, September 11th. Notwithstanding any other provision of Section 106.01, this holiday shall be observed on Veterans Day for Administrative personnel. Shift-based firefighters will schedule this holiday in the same manner as all other holidays. Fire Department members receive September 11th as a symbolic holiday, but it does not increase the total number of holidays received, nor is it possible for all firefighters to utilize holiday time on September 11th.

Fire Department Shift Personnel Holiday Policy
Fire Department Operations personnel assigned to 24-hour shifts will accrue and utilize holiday time differently than other city employees. Due to the nature of the fire department's perpetual rotating schedule, firefighters enter the career field with full knowledge that they will be required to work all holidays that occur on their shift. Accordingly, firefighters adopt a lifestyle that involves observance of holidays on alternate dates. In order to do so, firefighters need the ability to utilize holiday hours on dates not recognized by the city as official holidays.

Fire Department Holiday Accrual
At the beginning of the calendar year, each Fire Department shift employee will accrue all 12 holidays (144 regular holiday hours) that may be used, with supervisor approval, at any time during the year. Fire Department Administration will monitor and manage all holiday usage in an effort to control overtime. While the use of holiday time is strongly encouraged, it is reasonable to assume that it may not be productive for all firefighters to utilize all of their holiday time. Therefore, any holiday hours unused at the end of the year will be paid out to the employee as regular holiday hours. Holiday hours will not be carried over from one year to the next. If an employee should leave the city after using holiday leave for holidays which have not yet occurred, the pay for such leave will be deducted from their final paycheck.

Fire Department Holiday Scheduling
All holiday and vacation time will be scheduled annually in advance of the implementation year. This scheduling process will be described and managed utilizing the fire department's internal policies and procedures (SOP's).

FINANCIAL IMPACT:
N/A

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

STAFF RECOMMENDATION:
Staff recommends approval of the attached resolution approving changes to the Personnel Policy Manual regarding fire department holiday worked pay.

ATTACHMENTS:
1. Section 106.01 City-of-Anna-Personnel-Policy-Adopted-10.26.2021
2. City of Anna Personnel Policy Recommended Amendments Regarding Fire Dept Holiday Worked Pay (1)
3. Res City of Anna Fire Department Holiday Pay Policy (1)

APPROVALS:

Stephanie Welch, Adm Assistant	Created/Initiated - 9/8/2022
Alan Guard, Director of Finance	Approved - 9/8/2022
Stephanie Beitelschies, Director Human Resources	Approved - 9/8/2022
Jim Proce, City Manager	Final Approval - 9/8/2022

106.01 Holidays

(a) The following holidays are declared official holidays for regular full-time and regular part-time employees:

(1) Federal holidays (except Columbus Day);

(2) Good Friday;

(3) Friday after Thanksgiving; and

(4) Christmas Eve.

(Amended 9/22/2015, Res. No. 2015-09-10, effective 1/1/2016)

(b) The City Council may declare special holidays in addition to the holidays identified in subsection (a), above. Any such special holidays will be taken according to established procedures relating to holidays.

(c) As many employees as possible shall be given each holiday off consistent with the maintenance of essential City functions.

(d) On declared official or special holidays, regular full-time employees shall be paid for holiday leave as outlined in the table below. Regular part-time employees shall not receive holiday pay.

(Amended 9/22/2015, Res. No. 2015-09-10)

	Full-time Fire Department 24 hour Shift Employees	Full-time Police Department 12 hour Shift Employees	All other Full-time Employees
Hours of Holiday Leave	12 hours	12 hours	8 hours

(e) Employees on any type of leave without pay, disability leave, or workers compensation injury leave (except during periods of salary continuation) shall not be entitled to paid holiday leave.

(f) Temporary employees will not be paid for holiday leave.

(g) A regular employee who is required to work on an official or special holiday shall be paid for the hours worked at a rate of one and one-half times their regular hourly rate plus receive

pay for holiday leave, or take paid holiday leave within 30 days of the official holiday as approved by his/her department head.

(h) Except for employees regularly scheduled to work on a shift basis, a holiday that falls on a Saturday will be observed the preceding Friday. A holiday that falls on a Sunday will be observed on the following Monday. The City Manager may make adjustments as necessary.

(i) An employee absent without authorized leave on the working day immediately preceding and/or following a holiday shall lose pay for the holiday as well as for the unauthorized absence(s). An employee absent without permission when scheduled to work a holiday will not receive holiday pay and is subject to disciplinary action.

(j) If the last day of an employee's employment falls on a holiday, the employee will not be paid for that holiday;

(k) Employees in the City's Fire Department shall be granted the same number of vacation and holidays, or days in lieu of vacation days or holidays, granted to other City employees, at least one of which shall be designated as September 11th. Notwithstanding any other provision of this Section 106.01, this holiday shall always be observed on September 11 regardless of the day of the week. Fire fighters receive September 11th as a holiday, but it does not increase the total number of holidays received. It is an optional holiday for fire fighters. If a fire fighter chooses to take September 11th as a holiday, the Veterans Day (November 11th) will be the holiday deducted from the total accrued holidays to keep the number of holidays the same as what is granted to other City employees.

(l) Holidays falling within an employee's vacation period or within a period of absence properly chargeable to illness shall not be counted against vacation or sick leave.

(m) An employee on workers' compensation leave will receive holiday pay only when the employee would have normally been authorized to be paid for that holiday.

(n) Employees desiring to observe bona-fide religious holidays not listed as an official City of Anna holiday may be given time off without pay or may be authorized to use accrued vacation leave.

(o) Department heads shall ensure that eligible shift workers and other employees working unusual schedules receive benefits of the full number of official holidays. Should an official holiday fall on an employee's normal day off, the employee shall either receive holiday leave pay for the holiday, or be allowed to take paid holiday leave within 30 days of the official holiday as approved by his/her department head.

106.02 Vacation

(a) All regular full-time employees of the City shall be allowed vacation leave with pay after the successful completion of the probationary period following initial employment.

(b) Regular full-time employees begin to accrue vacation leave on the first day of employment as shown in following table:

Vacation Leave Accrual

As a part of the adopted Strategic Plan, staff was directed to identify areas of the City Personnel Policy that required revision. As city staff has worked under this personnel policy manual, instances involving technical conflicts and operational realities have been discovered. Section 106.01 (k) of the proposed policy is changed to provide clarification, simplify processes, and establish greater time management and payroll efficiency. Every city employee is granted 12 holidays per year; however, the majority of Section 106.01 (k) is not relevant for shift-based employees within the fire department and should be amended accordingly. The proposed revisions are listed below. Overall, these changes will provide support to the Fire Department's day-to-day operations. The proposed amendments are as follows:

Section 106.01

(k) Employees in the Fire Department shall be granted the same number of vacation and holidays, or days in lieu of vacation days or holidays, granted to other City employees. Administration personnel will accrue and utilize holiday time based on the standard for 40-hour employees with one exception: at least one holiday shall be designated as Patriots Day, September 11th. Notwithstanding any other provision of Section 106.01, this holiday shall be observed on Veterans Day for Administrative personnel. Shift-based firefighters will schedule this holiday in the same manner as all other holidays. Fire Department members receive September 11th as a symbolic holiday, but it does not increase the total number of holidays received, nor is it possible for all firefighters to utilize holiday time on September 11th.

Fire Department Shift Personnel Holiday Policy

Fire Department Operations personnel assigned to 24-hour shifts will accrue and utilize holiday time differently than other city employees. Due to the nature of the fire department's perpetual rotating schedule, firefighters enter the career field with full knowledge that they will be required to work all holidays that occur on their shift. Accordingly, firefighters adopt a lifestyle that involves observance of holidays on alternate dates. In order to do so, firefighters need the ability to utilize holiday hours on dates not recognized by the city as official holidays.

Fire Department Holiday Accrual

At the beginning of the calendar year, each Fire Department shift employee will accrue all 12 holidays (144 regular holiday hours) that may be used, with supervisor approval, at any time during the year. Fire Department Administration will monitor and manage all holiday usage in an effort to control overtime. While the use of holiday time is strongly encouraged, it is reasonable to assume that it may not be productive for all firefighters to utilize all of their holiday time. Therefore, any holiday hours unused at the end of the year will be paid out to the employee as regular holiday hours. Holiday hours will not be carried over from one year to the next. If an employee should leave the city after using holiday leave for holidays which have not yet occurred, the pay for such leave will be deducted from their final paycheck.

Fire Department Holiday Scheduling

All holiday and vacation time will be scheduled annually in advance of the implementation year. This scheduling process will be described and managed utilizing the fire department's internal policies and procedures (SOP's).

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, COLLIN COUNTY, TEXAS, APPROVING AMENDMENTS TO THE CITY OF ANNA PERSONNEL POLICY MANUAL

WHEREAS, on March 11, 2014, the City Council of the City of Anna, Texas ("City Council") approved a Personnel Policy Manual that includes personnel guidelines for use in certain operations of the City's departments/personnel and in matters related to human resources; and,

WHEREAS, said Personnel Policy Manual was amended on September 22, 2015, January 26, 2016, July 11, 2017, and on October 26, 2021; and

WHEREAS, the City Manager has recommended approval of certain amendments to the Personnel Policy Manual; and

WHEREAS, the City Council finds that its approval of the amendments to the Personnel Policy Manual is not intended to and does not: (1) create any type of contract of employment between the City and any employee; or (2) have the force or effect of law or ordinance;

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

Section 1. The recitals set forth above are incorporated herein for all purposes as if set forth in full.

Section 2. The City Council of the City of Anna, Texas hereby approves the amendments to the City of Anna Personnel Policy Manual for use by the City Manager and City departments in relation to certain organizational operations and matters related to personnel and human resources. Nothing herein prevents the City Manager from establishing and implementing additional policies and procedures related to personnel under the authority of the City Manager.

DULY PASSED AND APPROVED THIS 13th DAY OF SEPTEMBER 2022.

ATTEST:	APPROVED:
_____	_____
City Secretary, Carrie Land	Mayor, Nate Pike

Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Joey Grisham

AGENDA ITEM:
Conduct a Public Hearing on levying of assessments in Improvement Area #2 of the Anacapri Public Improvement District and Consider/Discuss/Action on adoption of an Ordinance of the City Council of the City of Anna, Texas accepting and approving a Service and Assessment Plan and Assessment Rolls for the Anacapri Public Improvement District; making a finding of special benefit to the property in the District; levying special Assessments against property within the District and establishing a lien on such property; providing for the method of assessment and the payment of the Assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent Assessments, providing for severability, and providing an effective date. (Director of Economic Development Joey Grisham)

SUMMARY:
This item includes a Public Hearing and the corresponding Ordinance to be adopted related to the Service and Assessment Plan (SAP) for the Anacapri Public Improvement District and the levying of assessments for Improvement Area #2.

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:
Conduct a Public Hearing and Adopt the Ordinance.

ATTACHMENTS:
1. 03 - Assessment Ordinance v1
2. 2022-09-07_ANN_AnaCapri_SAP_v1.1

APPROVALS:

Joey Grisham, Director Economic Development	Created/Initiated - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

CITY OF ANNA

ORDINANCE NO. _____-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLLS FOR THE ANACAPRI PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the governing body (the "***City Council***") of the City of Anna, Texas (the "***City***") is authorized by the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "***PID Act***") to create public improvement districts within the City and the extraterritorial jurisdiction ("***ETJ***"); and

WHEREAS, on February 15, 2022, a petition (the "***Petition***") was submitted and filed with the City Secretary (the "***City Secretary***") of the City meeting the requirements of the PID Act requesting the creation of a public improvement district within the ETJ of the City ; and

WHEREAS, the Petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District (defined below), as determined by the then current ad valorem tax rolls of Collin Central Appraisal District and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, the City accepted the Petition and called a public hearing to consider the creation of the District and directed the City Secretary to publish and mail notice of such hearing as required by the PID Act; and

WHEREAS, on April 12, 2022, after due notice, the City Council held a public hearing in the manner required by law on the advisability of the public improvements and services described in the Petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2022-04-1140 (the "***Authorization Resolution***") adopted by a majority of the members of the City Council, authorized and created the Anacapri Public Improvement District (the "***District***") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, the City filed the Authorization Resolution with the Collin County Clerk as required by law; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on August 23, 2022, the City Council adopted a resolution determining total costs of certain authorized public improvements, approving a preliminary service and assessment plan, including the Proposed Assessment Rolls (as defined in said resolution), and directing the publication and mailing of notice of a public hearing (the "***Assessment Hearing***") to consider an ordinance levying assessments on property within the District (the "***Assessments***"); and

WHEREAS, the City Secretary filed the proposed Assessment Rolls (defined below) and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Assessment Hearing to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Assessment Hearing on August 30, 2022 in the *Herald-Democrat*, a newspaper of general circulation in the City and ETJ of the City; and

WHEREAS, the City Council conducted the Assessment Hearing on September 13, 2022, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Rolls, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the authorized public improvements to be undertaken for the benefit of property within the District (the "***Authorized Improvements***"), the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS¸ the owners of 100% of the property subject to the proposed assessment within the District (the "***Landowners***") had actual knowledge of the Assessment Hearing to be held on September 13, 2022, and support the creation of the District and the levy of assessments against the property in accordance with the Service and Assessment Plan to finance the Authorized Improvements for benefit of the property within the District; and

WHEREAS, the City Council finds and determines that the Assessment Rolls and the Anacapri Public Improvement District Service and Assessment Plan, dated September 13, 2022 (the "***Service and Assessment Plan***"), attached as ***Exhibit A*** and incorporated as a part of this Ordinance for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan, including the Improvement Area #1 Assessment Roll and Improvement Area #2A Assessment Roll attached thereto as Exhibit G-1 and H-1, respectively (the "***Assessment Rolls***"); and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Authorized Improvements as described in the Service and Assessment Plan, the Assessment Rolls, and the levy of the Assessments; and

WHEREAS, at the Assessment Hearing, the Landowners, or their representatives, who are the persons to be assessed pursuant to this Ordinance, appeared in support of the levy of the Assessments against their property located within the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act; and

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. **Findings**.

The City Council hereby finds, determines, and ordains, as follows:

(a) The recitals set forth in the WHEREAS clauses of this Ordinance are true and correct and are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section and constitute findings of the City Council acting in its discretionary, legislative capacity;

(b) All actions of the City in connection with the creation and establishment of the District and the approval of this Ordinance: (i) have been taken and performed in compliance with the PID Act and all other applicable laws, policies, and procedures; (ii) have been taken and performed in a regular, proper and valid manners; and (iii) are approved and ratified;

(c) The apportionment of the Actual Costs of the Authorized Improvements, including specifically the Improvement Area #1 Improvements and the Improvement Area #2A Improvements (as reflected in the Service and Assessment Plan , and the Annual Collection Costs pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Authorized Improvements identified in the Service and Assessment Plan, and is hereby approved;

(d) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Authorized Improvements;

(e) The Service and Assessment Plan apportions the Actual Cost(s) of the Authorized Improvements to be assessed against the property in the District and such apportionment is made on the basis of special benefits accruing to the property because of the Authorized Improvements;

(f) All of the Improvement Area #1 Assessed Property being assessed in the amounts shown on the Improvement Area #1 Assessment Roll will be benefited by the Improvement Area #1 Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel of Improvement Area #1 Assessed Property will receive special benefits equal to or greater than the total amount assessed for the Improvement Area #1 Projects;

(g) All of the Improvement Area #2A Assessed Property being assessed in the amounts shown on the Improvement Area #2A Assessment Roll will be benefited by the Improvement Area #2A Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel of Improvement Area #2A Assessed Property will receive special benefits equal to or greater than the total amount assessed for the Improvement Area #2A Projects;

(h) The method of apportionment of the Actual Costs of the Authorized Improvements and Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Authorized Improvements and Annual Collection Costs on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(i) The Service and Assessment Plan has been prepared on behalf of, presented to, and reviewed by the City Council and should be approved as the service plan and assessment plan for the District for all purposes as described in Sections 372.013 and 372.014 of the PID Act;

(j) The Assessment Rolls should be approved as the Assessment Rolls for the District;

(k) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the area within the District; and

(l) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law

preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan relating to the Authorized Improvements for the District. The Service and Assessment Plan shall be updated by the City Council no less frequently than annually as required by the PID Act and more frequently as may be required by the Service and Assessment Plan including upon the issuance of PID Bonds.

Section 4. Assessment Rolls.

The Assessment Rolls are hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Rolls of the District for all purposes.

Section 5. Levy and Payment of Assessments for Costs of the Authorized Improvements.

(a) The City Council hereby levies the Assessments on each Parcel of property (excluding Non-Benefitted Property) located within the District, as shown and described in the Service and Assessment Plan and the Assessment Rolls, in the respective amounts shown in the Service and Assessment Plan as a special assessment as set forth in the Assessment Rolls.

(b) The levy of the Assessments shall be effective on the date of execution of this Ordinance levying Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be prepaid in whole or in part at any time without penalty or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Annual Collection Costs for Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Authorized Improvements and Annual Collection Costs are set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Assessments**.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. **Prepayments of Assessments**.

As provided in the Service and Assessment Plan, the owner of any Assessed Property may prepay the Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the assessed parties, as the owners of Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns, regardless of whether such owners are named, in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code, as amended, shall be applicable to the imposition and collection of Assessments by the City.

Section 11. **Filing in Land Records**.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and/or the Assessment Roll, to be recorded in the real property records of Collin County, Texas. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 12. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the

intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 13. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

(*Execution page follows*.)

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS 13th DAY OF SEPTEMBER, 2022.

ATTEST:

_____
Lee Miller, Mayor Pro-Tem

_____
Carrie L. Land, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of September, 2022 by Lee Miller, the Mayor Pro-Tem, and Carrie L. Land, the City Secretary, of the City of Anna, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

EXHIBIT A

Service and Assessment Plan

AnaCapri Public Improvement District

SERVICE AND ASSESSMENT PLAN

SEPTEMBER 13, 2022

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P3 WORKS

AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

Table of Contents

Table of Contents 1
Introduction 3
Section I: Definitions 4
Section II: The District 13
Section III: Authorized Improvements and Bond Issuance Costs 13
Section IV: Service Plan 17
Section V: Assessment Plan 18
Section VI: Terms of the Assessments 23
Section VII: Assessment Roll 29
Section VIII: Additional Provisions 29
Exhibits 32
Appendices 33
Exhibit A-1 – Map of the District 34
Exhibit A-2 – Map of Improvement Area #1 35
Exhibit A-3 – Map of Improvement Area #2 36
Exhibit A-4 – Map of Improvement Area #2A 37
Exhibit A-5 – Map of Improvement Area #2 – Remainder Property 38
Exhibit B-1 – Authorized Improvements 39
Exhibit B-2 – Appropriation of Costs of Authorized Improvements 40
Exhibit C – Service Plan 41
Exhibit D – Sources and Uses of Funds 42
Exhibit E – Maximum Assessment and Tax Rate Equivalent 43
Exhibit F – TIRZ No. 4 Maximum Annual Credit Amount 44
Exhibit G-1 – Improvement Area #1 Assessment Roll 45
Exhibit G-2 – Improvement Area #1 Projected Annual Installment 46
Exhibit H-1 – Improvement Area #2A Assessment Roll 47
Exhibit H-2 – Improvement Area #2A Projected Annual Installment 48
Exhibit I-1 – Maps of Improvement Area #1 Improvements 49
Exhibit I-2 – Maps of Improvement Area #2 Improvements 56
Exhibit I-3 – Maps of Improvement Area #2A Improvements 62
Exhibit J – Form of Notice of PID Assessment Termination 66

DRAFT

Exhibit K-1 – District Legal Description 69
Exhibit K-2 – Improvement Area #1 Legal Description 80
Exhibit K-3 – Improvement Area #2 Legal Description 90
Exhibit K-4 – Improvement Area #2A Legal Description 97
Exhibit K-5 – Improvement Area #2 - Remainder Property Legal Description 101
Appendix A – Engineer's Report 105
Appendix B – Buyer Disclosures 191
Anacapri Public Improvement District Buyer Disclosure Improvement Area #1 – Initial Parcel 192
Anacapri Public Improvement District Buyer Disclosure Lot Type 1 198
Anacapri Public Improvement District Buyer Disclosure Lot Type 2 204
Anacapri Public Improvement District Buyer Disclosure Improvement Area #2A – Initial Parcel 210
Anacapri Public Improvement District Buyer Disclosure Lot Type 3 216
Anacapri Public Improvement District Buyer Disclosure Lot Type 4 222

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Introduction

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a "Section," an "Exhibit," or an "Appendix" shall be a reference to a Section of this Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this Service and Assessment Plan for all purposes.

On April 12, 2022, the City Council passed and approved Resolution No. 2022-04-1140 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 279.554 acres located within the corporate limits of the City, as described by the legal description on **Exhibit K-1** and depicted on **Exhibit A-1**.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements and including a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit G-1.** The Improvement Area #2A Assessment Roll is included as **Exhibit H-1.**

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Section I: Definitions

"Actual Costs" mean with respect to Authorized Improvements, including Owner costs to create the District, the actual costs of constructing or acquiring such Authorized Improvements, (either directly or through affiliates), including : (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, architectural, engineering, and consulting fees, and governmental fees and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Owners.

"Additional Interest" means the amount collected by the application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

"Administrator" means the City or independent firm designated by the City who shall have the responsibilities provided in this Service and Assessment Plan, the Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

"Annual Collection Costs" mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan and the PID Act with respect to the PID Bonds, including the City's continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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"Annual Installment" means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable. The principal and interest amount of which may be reduced by the TIRZ No. 4 Annual Credit Amount.

"Annual Service Plan Update" means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

"Appropriated Property" means any Parcel within the District against which the costs of the Authorized Improvements are appropriated based on special conferred benefit anticipated to be levied, but not yet levied. Initially, the Appropriated Property includes the Improvement Area #2 – Remainder Property.

"Appropriation" means an amount allocated by this Service and Assessment Plan to a Parcel within the District for future Authorized Improvement costs, other than Non-Benefitted Property, subject to the levy by the City and also subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessed Property" means any Parcel within the District against which an Assessment is levied.

"Assessment" means an assessment levied against a Parcel within the District, other than Non-Benefitted Property, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Assessment Ordinance" means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on Assessed Property within the District, as shown on any Assessment Roll.

"Assessment Plan" means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

"Assessment Roll" means any assessment roll for the Assessed Property within the District, including the Improvement Area #1 Assessment Roll, and the Improvement Area #2A Assessment Roll as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Update.

"Authorized Improvements" means (1) the improvements authorized by Section 372.003 of the PID Act, as depicted on **Exhibit I-1**, **Exhibit I-2** and **Exhibit I-3** and described in **Section III**; (2) Bond Issuance Costs, and (3) District Formation Costs.

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"Bond Issuance Costs" means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter's discount, fees charged by the Texas Attorney General, and any other cost or expense incurred by the City directly associated with the issuance of any series of PID Bonds.

"City" means the City of Anna, Texas.

"City Council" means the governing body of the City.

"County" means Collin County, Texas.

"Delinquent Collection Costs" mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan including penalties and reasonable attorney's fees actually paid, but excluding amounts representing interest and penalty interest.

"Development Agreement" means the AnaCapri Development Agreement entered into by and between the City and Owner, approved and adopted by Resolution No. 2022-03-1119 on October 12, 2021.

"District" means the AnaCapri Public Improvement District containing approximately 279.554 acres located within the corporate limits of the City, and more specifically described in **Exhibit K-1** and depicted on **Exhibit A-1**.

"District Formation Costs" means the costs associated with forming the District, including but not limited to, attorney fees, and any other cost or expense incurred by the City directly associated with the establishment of the District.

"Engineer's Report" means a report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A**.

"Estimated Buildout Value" means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Owner and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E.**

"Improvement Area #1" means approximately 97.100 acres located within the District, more specifically described in **Exhibit K-2** and depicted on **Exhibit A-2**.

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"Improvement Area #1 Annual Installment" means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable. The principal and interest amount of which may be reduced by the TIRZ No. 4 Annual Credit Amount. Additional Interest is not charged on the Improvement Area #1 Reimbursement Obligation, but will be included in the event Improvement Area #1 Bonds are issued.

"Improvement Area #1 Assessed Property" means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

"Improvement Area #1 Assessment" means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Improvement Area #1 Assessment Roll" means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this Service and Assessment Plan as **Exhibit G-1.**

"Improvement Area #1 Bonds" means those certain PID "City of Anna, Texas Special Assessment Revenue Bonds, Series 2022 (AnaCapri Public Improvement District Improvement Area #1 Project)" that are secured by Improvement Area #1 Assessments, and expected to be used in calendar year 2022.

"Improvement Area #1 Improvements" means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.A** and depicted on **Exhibit I-1.**

"Improvement Area #1 Initial Parcel" means all of the Improvement Area #1 Assessed Property against which the entire Improvement Area #1 Assessment is levied, as described in **Exhibit K-2**, and depicted on **Exhibit A-2**.

"Improvement Area #1 Projects" means, collectively (1) the Improvement Area #1 Improvements; (2) the pro rata portion of the District Formation Costs allocable to Improvement Area #1 and (3) the Bond Issuance Costs allocable to Improvement Area #1.

"Improvement Area #1 Reimbursement Agreement" means that certain "AnaCapri Public Improvement District Improvement Area #1 Reimbursement Agreement" entered into by and between the City and the Owner, as the developer of the Improvement Area #1 Projects, in which the Owner agrees to construct the Improvement Area #1 Projects and to fund certain Actual Costs of the Improvement Area #1 Projects and the City agrees to (i) pay directly or reimburse

the Owner for Actual Costs of an Improvement Area #1 Projects from the proceeds of Improvement Area #1 Bonds in accordance with the Act, this Service and Assessment Plan and the applicable Indenture, or (ii) reimburse the Owner for certain Actual Costs of Improvement Area #1 Projects not paid by proceeds of Improvement Area #1 Bonds solely from the revenue collected from Improvement Area #1 Assessments, including Improvement Area #1 Annual Installments, but subordinate to the lien on the Improvement Area #1 Assessments pledged to the payment of Improvement Area #1 Bonds.

"**Improvement Area #1 Reimbursement Obligation**" means an amount secured by the Improvement Area #1 Assessment to be paid to the Owner pursuant to the Improvement Area #1 Reimbursement Agreement. The projected Improvement Area #1 Annual Installments for the Improvement Area #1 Reimbursement Obligation is shown on **Exhibit G-2**.

"Improvement Area #2" means approximately 179.451 acres located within the District, more specifically described in **Exhibit K-3** and depicted on **Exhibit A-3**.

"Improvement Area #2 Improvements" means the Authorized Improvements which only benefit Improvement Area #2 and are described in **Section III.B**, and depicted on **Exhibit I-2**.

"Improvement Area #2 - Remainder Property" means approximately 113.100 acres located within the District, more specifically described in **Exhibit K-5** and depicted on **Exhibit A-5**.

"Improvement Area #2 - Remainder Property Appropriated Property" means any Parcel within Improvement Area #2 - Remainder Property against which costs of Improvement Area #2 Improvements are appropriated.

"Improvement Area #2 - Remainder Property Initial Parcel" means all of the Improvement Area #2 - Remainder Property Appropriated Property against which Improvement Area #2 Improvements costs are Appropriated, as described in **Exhibit K-5**, and depicted on **Exhibit A-5**.

"Improvement Area #2 - Remainder Property Projects" means the pro rata portion of the Improvement Area #2 Improvements costs appropriated to Improvement Area #2 - Remainder Property.

"Improvement Area #2A" means approximately 66.3 acres located within the District, more specifically described in **Exhibit K-4** and depicted on **Exhibit A-4**.

"Improvement Area #2A Annual Installment" means the Annual Installment of the Improvement Area #2A Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable. The principal and interest amount of which may be reduced by the TIRZ No. 4 Annual Credit Amount. Additional Interest is not charged on the Improvement Area #2-A Reimbursement Obligation, but will be included in the event Improvement Area #2A Bonds are issued.

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"Improvement Area #2A Assessed Property" means any Parcel within Improvement Area #2A against which an Improvement Area #2A Assessment is levied.

"Improvement Area #2A Assessment" means an Assessment levied against a Parcel within Improvement Area #2A and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2A Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

"Improvement Area #2A Assessment Roll" means the Assessment Roll for the Improvement Area #2A Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #2A Assessment Roll is included in this Service and Assessment Plan as **Exhibit H-1.**

"Improvement Area #2A Bonds" means those certain PID "City of Anna, Texas Special Assessment Revenue Bonds, Series 2022 (AnaCapri Public Improvement District Improvement Area #2A Project)" that are secured by Improvement Area #2A Assessments, and anticipated to be issued in calendar year 2022.

"Improvement Area #2A Improvements" means the Authorized Improvements which only benefit the Improvement Area #2A Assessed Property, as further described in **Section III.C** and depicted on **Exhibit I-3.**

"Improvement Area #2A Initial Parcel" means all of the Improvement Area #2A Assessed Property against which the entire Improvement Area #2A Assessment is levied, as described in **Exhibit K-4**, and depicted on **Exhibit A-4**.

"Improvement Area #2A Projects" means, collectively (1) the pro rata portion of the Improvement Area #2 Improvements allocable to Improvement Area #2A; (2) the Improvement Area #2A Improvements; (3) the pro rata portion of the District Formation Costs allocable to Improvement Area #2A and (4) the Bond Issuance Costs allocable to Improvement Area #2A.

"Improvement Area #2A Reimbursement Agreement" means that certain "AnaCapri Public Improvement District Improvement Area #2A Reimbursement Agreement" entered into by and between the City and the Owner, as the developer of the Improvement Area #2A Projects, in which the Owner agrees to construct the Improvement Area #2A Projects and to fund certain Actual Costs of the Improvement Area #2A Projects and the City agrees to (i) pay directly or reimburse the Owner for Actual Costs of an Improvement Area #2A Projects from the proceeds of Improvement Area #2A Bonds in accordance with the Act, this Service and Assessment Plan and the applicable Indenture, or (ii) reimburse the Owner for certain Actual Costs of Improvement Area #2A Projects not paid by proceeds of Improvement Area #2A Bonds solely from the revenue collected from Improvement Area #2A Assessments, including Improvement

Area #2A Annual Installments, but subordinate to the lien on the Improvement Area #2A Assessments pledged to the payment of Improvement Area #2A Bonds.

"**Improvement Area #2A Reimbursement Obligation**" means an amount secured by the Improvement Area #2A Assessment to be paid to the Owner pursuant to the Improvement Area #2A Reimbursement Agreement. The projected Improvement Area #2A Annual Installments for the Improvement Area #2A Reimbursement Obligation is shown on **Exhibit H-2**.

"Indenture" means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended from time to time, between the City and the Trustee setting forth terms and conditions related to a series of PID Bonds.

"Lot" means (1) for any portion of the District for which a final subdivision plat has been recorded in the Official Public Records of the County, a tract of land described by "lot" in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a "Lot" in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A "Lot" shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded subdivision plat.

"Lot Type" means a classification of final building Lots with similar characteristics (e.g. lot size, home product, buildout value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as shown on **Exhibit E.**

"Lot Type 1" means a lot within Improvement Area #1 marketed to homebuilders as a 40' Lot, with an Estimated Buildout Value of $430,000.

"Lot Type 2" means a lot within Improvement Area #1 marketed to homebuilders as a 50' Lot, with an Estimated Buildout Value of $480,000.

"Lot Type 3" means a lot within Improvement Area #2A marketed to homebuilders as a 40' Lot, with an Estimated Buildout Value of $430,000.

"Lot Type 4" means a lot within Improvement Area #2A marketed to homebuilders as a 50' Lot, with an Estimated Buildout Value of $480,000.

"Maximum Assessment" means for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) for each Lot Type, the amount shown on **Exhibit E**. The Maximum Assessment shall be calculated at the time a final plat is recorded.

"Non-Assessed Property" means Parcels that accrue special benefit from the Authorized Improvements, as determined by the City Council, but are not assessed. The Non-Assessed Property includes the lagoon, multifamily and commercial areas adjacent to the District.

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"Notice of Assessment Termination" means a document that shall be recorded in the Official Public Records of the County the termination of an Assessment, a form of which is attached as **Exhibit J.**

"Owner" means AnaCapri Laguna Azure LLC, a Wyoming limited liability company, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to such property to end users.

"Parcel" or **"Parcels"** means a specific property within the District identified by either a tax parcel identification number assigned by the Collin Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Plat or Official Public Records of the County, or by any other means determined by the City.

"PID Act" means Chapter 372, Texas Local Government Code, as amended.

"PID Bonds" means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

"Prepayment" means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

"Prepayment Costs" means interest, including Additional Interest and Annual Collection Costs to the date of Prepayment.

"Service and Assessment Plan" means this AnaCapri Public Improvement District Service and Assessment Plan as updated, amended, or supplemented from time to time.

"Service Plan" covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

"TIRZ No. 4" means the Reinvestment Zone Number Four, City of Anna, Texas.

"TIRZ No. 4 Annual Credit Amount" is defined in **Section V.F**, which amount shall not annually exceed the TIRZ No. 4 Maximum Annual Credit Amount, and which shall be transferred from the TIRZ No. 4 Fund to the applicable pledged revenue fund pursuant to the Development Agreement.

"TIRZ No. 4 PID Account" means an account of the TIRZ No. 4 Fund where the TIRZ No. 4 Revenues are deposited.

"TIRZ No. 4 Project and Finance Plan" means the *Reinvestment Zone Number Four, City of Anna, Texas Project and Finance Plan*, dated December 14, 2021.

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"TIRZ No. 4 Fund" means the tax increment fund created pursuant to the TIRZ No. 4 Ordinance where TIRZ No. 4 Revenues are deposited annually.

"TIRZ No. 4 Maximum Annual Credit Amount" means for each Lot Type, the amount of TIRZ No. 4 Revenues provided as a Credit against the Annual Installment, as further defined in **Section V.F** and shown on **Exhibit F**.

"TIRZ No. 4 Ordinance" means Ordinance No. 951-2021 adopted by the City Council approving the TIRZ No. 4 Project and Finance Plan and authorizing the use of TIRZ No. 4 Revenues for project costs under the Chapter 311, Texas Tax Code as amended, and related to certain public improvements as provided for in the TIRZ No. 4 Project and Finance Plan.

"TIRZ No. 4 Revenues" mean, for each year, the amounts which are deposited in the TIRZ No. 4 Fund pursuant to the TIRZ No. 4 Ordinance.

"Trustee" means the trustee or successor trustee under an Indenture.

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Section II: The District

The District includes approximately 279.554 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 1,235 Lots developed with single-family homes.

Improvement Area #1 includes approximately 100.103 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 458 Lots developed with single-family homes (174 single-family homes classified as Lot Type 1, and 284 single-family homes classified as Lot Type 2).

Improvement Area #2 includes both Improvement Area #2A and Improvement Area #2 – Remainder Property, as described on **Exhibit K-3**, and depicted on **Exhibit A-3**, consisting of approximately 179.451 acres.

Improvement Area #2A includes approximately 66.262 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-4** and depicted on **Exhibit A-4**. Development of Improvement Area #2 is anticipated to include approximately 237 Lots developed with single-family homes (136 single-family homes classified as Lot Type 3, and 101 single-family homes classified as Lot Type 4).

Improvement Area #2 - Remainder Property includes approximately 113.189 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-5** and depicted on **Exhibit A-5**. Development of Improvement Area #2 - Remainder Property is anticipated to include approximately 540 Lots developed with single-family homes.

Section III: Authorized Improvements and Bond Issuance Costs

The City, based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City. The budget for the Authorized Improvements is shown on **Exhibit B-1**.

A. Improvement Area #1 Improvements

- *Roadway Improvements*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, and handicapped ramps. All related earthwork, excavation, erosion control, intersections, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #1.

- *Water Systems*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control, and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

- *Sanitary Sewer*

  Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

- *Storm Sewer*

  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #1.

- *Site Fencing, Retaining Walls, Landscape*

  Improvements include all related earthwork, excavation, erosion control, retaining walls, signage, utility infrastructure, drainage infrastructure, lighting, landscaping, irrigation and re-vegetation of all disturbed areas.

- *Soft Costs*

  Costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, District Formation Costs, legal costs, consultants, and costs associated with financing the Improvement Area #1 Improvements.

B. Improvement Area #2 Improvements

- *Roadways Improvements*

  Improvements including subgrade stabilization, concrete and reinforcing steel for

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roadways, testing, and handicapped ramps. All related earthwork, excavation, erosion control, intersections, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #2.

- *Water Systems*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control, and all necessary appurtenances required to provide water service to all Lots within Improvement Area #2.

- *Sanitary Sewer*

  Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2.

- *Storm Sewer*

  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #2.

- *Site Fencing, Retaining Walls, Landscape*

  Improvements include all related earthwork, excavation, erosion control, retaining walls, signage, utility infrastructure, drainage infrastructure, lighting, landscaping, irrigation and re-vegetation of all disturbed areas within Improvement Area #2.

- *Soft Costs*

  Costs related to designing, constructing, and installing the Improvement Area #2 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, District Formation Costs, legal costs, consultants, and costs associated with financing the Improvement Area #2 Improvements.

C. Improvement Area #2A Improvements

- *Roadway Improvements*

  Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, and handicapped ramps. All related earthwork, excavation, erosion

control, intersections, and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #2A.

- *Water Systems*

  Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control, and all necessary appurtenances required to provide water service to all Lots within Improvement Area #2A.

- *Sanitary Sewer*

  Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2A.

- *Storm Sewer*

  Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #2A.

- *Site Fencing, Retaining Walls, Landscape*

  Improvements include all related earthwork, excavation, erosion control, retaining walls, signage, utility infrastructure, drainage infrastructure, lighting, landscaping, irrigation and re-vegetation of all disturbed areas within Improvement Area #2A.

- *Soft Costs*

  Costs related to designing, constructing, and installing the Improvement Area #2A Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, District Formation Costs, legal costs, consultants, and costs associated with financing the Improvement Area #2A Improvements.

D. Bond Issuance Costs

- *Debt Service Reserve Fund*

  Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

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- *Capitalized Interest*

  Equals the amount required to be deposited for the purpose of paying capitalized interest under an applicable Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

  Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds.

- *Underwriter's Counsel*

  Equals a percentage of the par amount of a particular series of PID Bonds reserved for the underwriter's attorney fees.

- *Cost of Issuance*

  Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

E. Other Costs

- *Deposit to Administrative Fund*

  Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

Section IV: Service Plan

The PID Act requires the Service Plan to (i) cover a period of at least five years, (ii) define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated by the City Council at least annually in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for Improvement Area #1, and Improvement Area #2A. The notice form required by Section 5.014 of the Texas Property Code is attached hereto as **Appendix B.**

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

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Section V: Assessment Plan

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future Owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the costs related to the Authorized Improvements shall be allocated as follows:

- The costs of the Improvement Area #1 Projects shall be allocated 100% to Improvement Area #1 Assessed Property based on the ratio of the Estimated Buildout Value of each Lot Type designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. Currently, the Improvement Area #1 Initial Parcel is the only Parcel within Improvement Area #1, and as such, the Improvement Area #1 Initial Parcel is allocated 100% of the Improvement Area #1 Projects.

- Improvement Area #2 Improvements allocable to Improvement Area #2 – Remainder Property Appropriated Property shall be appropriated to Improvement Area #2 - Remainder Property Appropriated Property pro rata based on the Estimated Buildout

Value of all Parcels within Improvement Area #2, as depicted on **Exhibit B-2**.

- The costs of the Improvement Area #2A Projects shall be allocated 100% to Improvement Area #2A Assessed Property based on the ratio of the Estimated Buildout Value of each Lot Type designated as Improvement Area #2A Assessed Property to the Estimated Buildout Value of all Improvement Area #2A Assessed Property. Currently, the Improvement Area #2A Initial Parcel is the only Parcel within Improvement Area #2A, and as such, the Improvement Area #2A Initial Parcel is allocated 100% of the Improvement Area #2A Projects.

B. Assessments

Assessments are levied on the Assessed Property according to the Improvement Area #1 Assessment Roll, and Improvement Area #2A Assessment Roll attached hereto as **Exhibit G-1**, and **Exhibit H-1**, respectively. The projected Annual Installments for Improvement Area #1, and Improvement Area #2A, are shown on **Exhibit G-2**, and **Exhibit H-2**, , respectively, and are subject to revisions made in any Annual Service Plan Update.

The Maximum Assessment for each Lot Type within Improvement Area #1, and Improvement Area #2A is shown on **Exhibit E**. In no case will the Assessment for Lot Type 1, Lot Type 2, Lot Type 3, or Lot Type 4 within Improvement Area #1, and Improvement Area #2A, exceed the corresponding Maximum Assessment.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Improvement Area #1*
    - The costs of the Improvement Area #1 Projects equal $22,172,772 as shown on **Exhibit B-1**;
    - The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Cost of the Improvement Area #1 Projects;
    - The Improvement Area #1 Initial Parcel will be allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Projects, which equals $22,145,000 as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit G-1**;
    - The special benefit (≥ $22,172,772) received by the Improvement Area #1 Initial Parcel from the Improvement Area #1 Projects is equal to or greater than the

amount of the Improvement Area #1 Assessment ($22,145,000) levied on the Improvement Area #1 Initial Parcel for the Improvement Area #1 Projects; and

- At the time the City Council approved this Service and Assessment Plan, the Owner owned 100% of the Improvement Area #1 Initial Parcel. The Owner acknowledged that the Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Initial Parcel and consented to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) this Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.

- *Improvement Area #2A*
  - The costs of the Improvement Area #2A Projects equal $13,741,356 as shown on **Exhibit B-1**;
  - The Improvement Area #2A Assessed Property receives special benefit from the Improvement Area #2A Projects equal to or greater than the Actual Cost of the Improvement Area #2A Projects;
  - The Improvement Area #2A Initial Parcel will be allocated 100% of the Improvement Area #2A Assessment levied for the Improvement Area #2A Projects, which equals $11,025,000 as shown on the Improvement Area #2A Assessment Roll attached hereto as **Exhibit H-1**;
  - The special benefit (≥ $13,741,356) received by the Improvement Area #2A Initial Parcel from the Improvement Area #2A Projects is equal to or greater than the amount of the Improvement Area #2A Assessment ($11,025,000) levied on the Improvement Area #2A Initial Parcel for the Improvement Area #2A Projects; and
  - At the time the City Council approved this Service and Assessment Plan, the Owner owned 100% of the Improvement Area #2A Initial Parcel. The Owner acknowledged that the Improvement Area #2A Projects confer a special benefit on the Improvement Area #2A Initial Parcel and consented to the imposition of the Improvement Area #2A Assessment to pay for the Actual Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) this Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #2A Assessment on the Improvement Area #2A Initial

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- *Improvement Area #2 - Remainder Property*
  - The costs of the Improvement Area #2 - Remainder Property Projects equal $5,005,522 as shown on **Exhibit B-2**;
  - The Improvement Area #2 - Remainder Property Assessed Property receives special benefit from the Improvement Area #2 - Remainder Property Projects equal to or greater than the Actual Cost of the Improvement Area #2 - Remainder Property Projects;
  - The Improvement Area #2 - Remainder Property Initial Parcel will be allocated 100% of the Improvement Area #2 - Remainder Property Appropriation for the Improvement Area #2 - Remainder Property Projects, which equals $5,005,522 as shown on **Exhibit B-2**, of which all or a portion of such amount is expected to be levied by the City at a later date; and
  - At the time the City Council approved this Service and Assessment Plan, the Owner owned 100% of the Improvement Area #2 – Remainder Property Initial Parcel. The Owner acknowledged that the Improvement Area #2 – Remainder Property Projects confer a special benefit on the Improvement Area #2 – Remainder Property Initial Parcel and consented to the imposition of the Improvement Area #2 – Remainder Property Appropriation in anticipation of a future levy by the City Council to pay for all or a portion of the Improvement Area #2 – Remainder Property Appropriation of Costs of Improvement Area #2 – Remainder Property Projects associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein; (2) this Service and Assessment Plan; and (3) the Appropriation of Costs on the Improvement Area #2 – Remainder Property Initial Parcel.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

E. Additional Interest

The interest rate on Assessments securing PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional

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Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture.

The interest on the Improvement Area #1 Assessment securing the Improvement Area #1 Reimbursement Obligation shall be collected at rates established under the Improvement Area #1 Reimbursement Agreement as part of the Improvement Area #1 Annual Installment. Additional Interest cannot be collected on the Improvement Area #1 Assessment securing the Improvement Area #1 Reimbursement Obligation.

The interest on the Improvement Area #2A Assessment securing the Improvement Area #2A Reimbursement Obligation shall be collected at rates established under the Improvement Area #2A Reimbursement Agreement as part of the Improvement Area #2A Annual Installment. Additional Interest cannot be collected on the Improvement Area #2A Assessment securing the Improvement Area #2A Reimbursement Obligation.

F. TIRZ No. 4 Annual Credit Amount

The City Council has agreed to use a portion of TIRZ No. 4 Revenues (the "TIRZ No. 4 Annual Credit Amount") generated from each Assessed Property to offset a portion of such property's Assessment, as applicable.

1. The Annual Installment for an Assessed Property shall receive a TIRZ No. 4 Annual Credit Amount equal to the TIRZ No. 4 Revenue generated by the Assessed Property for the previous Tax Year (e.g. TIRZ No. 4 Revenue collected from the Assessed Property for Tax Year 2022 shall be applied as the TIRZ No. 4 Annual Credit Amount applicable to the Assessed Property's Improvement Area #1 Annual Installment to be collected in Tax Year 2023), but in no event shall the TIRZ No. 4 Annual Credit Amount exceed the TIRZ No. 4 Maximum Annual Credit Amount as calculated on **Exhibit F** for each Assessed Property.

2. The TIRZ No. 4 Maximum Annual Credit Amount available to reduce the Annual installment for an Assessed Property is calculated for each Lot Type, as shown on **Exhibit F**. The TIRZ No. 4 Maximum Annual Credit Amount is calculated so that the average Annual Installment minus the TIRZ No. 4 Maximum Annual Credit Amount for each Lot Type does not produce an equivalent tax rate for such Lot Type which exceeds the competitive, composite equivalent ad valorem tax rate ($2.92 per $100 of assessed value) taking into consideration the 2022 tax rates of all applicable overlapping taxing units and the equivalent tax rate of the Annual Installments based on Estimated Buildout Values at the time each applicable Assessment Ordinance is approved or PID Bonds are issued. The resulting TIRZ No. 4 Maximum Annual Credit Amount for each Lot Type in Improvement Area #1 and Improvement Area #2A is shown below. This section shall be updated as Assessments are levied on the Improvement Area #2 – Remainder Property.

3. After the TIRZ No. 4 Annual Credit Amount is applied to provide a credit towards a portion of the Annual Installment for the Assessed Property, any excess TIRZ No. 4 Revenues available from the TIRZ No. 4 PID Account shall be held in a segregated account by the City and shall be used in accordance with the TIRZ No. 4 Project and Finance Plan and the TIRZ No. 4 Agreement.

Section VI: Terms of the Assessments

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

A = B x (C ÷ D)

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property
B = the Assessment for the Assessed Property prior to division
C = the Estimated Buildout Value of the newly divided Assessed Property
D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property, as provided by the Owner. The Estimated Buildout Value for Lot Type 1, Lot Type 2, Lot Type 3, and Lot Type 4 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

2. Upon Subdivision by a Recorded Subdivision Plat

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Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$A = [B \times (C \div D)]/E$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot
B = the Assessment for the Parcel prior to subdivision
C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type
D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property
E= the number of newly subdivided Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value for each Lot to be create after recording the subdivision plat as of the date of the subdivision plat is anticipated to be recorded. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Owner, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Value for Lot Type 1, Lot Type 2, Lot Type 3, and Lot Type 4 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Parcel or Lot, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be reflected in the next Annual Service Plan Update and approved by the City Council. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C.**

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B. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion there of shall pay to the City the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit J.**

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts.

D. Reduction of Assessments

If as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the Project Fund, relating to the PID Bonds, that are not expected to be used for purposes of the Project Fund to redeem outstanding PID Bonds, unless otherwise directed by the applicable Indenture. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds. The Assessments shall not, however, be reduced to an amount less than the amount required to pay all debt service requirements on all outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment. If an Assessment on as Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

For purposes of Prepayments, the Improvement Area #1 Reimbursement Obligation is and will remain subordinated to (i) the Improvement Area #1 Bonds and (ii) any additional PID Bonds secured by a parity lien on the Improvement Area #1 Assessments issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation. For purposes of Prepayments, additional PID Bonds issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation will be on parity with the Improvement Area #1 Bonds.

For purposes of Prepayments, the Improvement Area #2A Reimbursement Obligation is and will remain subordinated to (i) the Improvement Area #2A Bonds and (ii) any additional PID Bonds secured by a parity lien on the Improvement Area #2A Assessments issued to refinance all or a portion of the Improvement Area #2A Reimbursement Obligation. For purposes of Prepayments, additional PID Bonds issued to refinance all or a portion of the Improvement Area #2A Reimbursement Obligation will be on parity with the Improvement Area #2A Bonds.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit G-2** shows the projected Improvement Area #1 Annual Installments, and **Exhibit H-2** shows the projected Improvement Area #2A Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the property not including any Non-Benefitted Property or non-assessed property, as shown by the Collin Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2023.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment on the property tax bill shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs. The City may provide for other means of collecting the Annual Installments to the extent permitted by the PID Act, or other applicable law.

G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "**Remaining Property**"), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a $100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the $100 Assessment (provided that this $100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the $100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by $10, then the owner shall be required to pay $10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be $90.

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Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

Section VII: Assessment Roll

The Improvement Area #1 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2A Assessment Roll is attached as **Exhibit H-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2A Assessment Roll and Improvement Area #2A Annual Installments for each Parcel as part of each Annual Service Plan Update.

Section VIII: Additional Provisions

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, said owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of the year following City Council's approval of the calculation. Otherwise, said owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days of such receipt of a written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council

determines that an error has been made, the City Council take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the district. The buyer disclosures are attached hereto as **Appendix B.** Within seven days of approval by the city Council, the City shall file and record in the real property records of the County the executed ordinance of this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service an Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum

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extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

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Exhibits

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District
Exhibit A-2	Map of Improvement Area #1
Exhibit A-3	Map of Improvement Area #2
Exhibit A-4	Map of Improvement Area #2A
Exhibit A-5	Map of Improvement Area #2 - Remainder Property
Exhibit B-1	Authorized Improvements
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F	TIRZ No. 4 Maximum Annual Credit Amount
Exhibit G-1	Improvement Area #1 Assessment Roll
Exhibit G-2	Improvement Area #1 Projected Annual Installments
Exhibit H-1	Improvement Area #2A Assessment Roll
Exhibit H-2	Improvement Area #2A Projected Annual Installments
Exhibit I-1	Maps of Improvement Area #1 Improvements
Exhibit I-2	Maps of Improvement Area #2 Improvements
Exhibit I-3	Maps of Improvement Area #2A Improvements
Exhibit J	Form of Notice of PID Assessment Termination
Exhibit K-1	District Legal Description
Exhibit K-2	Improvement Area #1 Legal Description
Exhibit K-3	Improvement Area #2 Legal Description
Exhibit K-4	Improvement Area #2A Legal Description
Exhibit K-5	Improvement Area #2 - Remainder Property Legal Description

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Appendices

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

Appendix A Engineer's Report
Appendix B Buyer Disclosures

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Exhibit A-1 – Map of the District

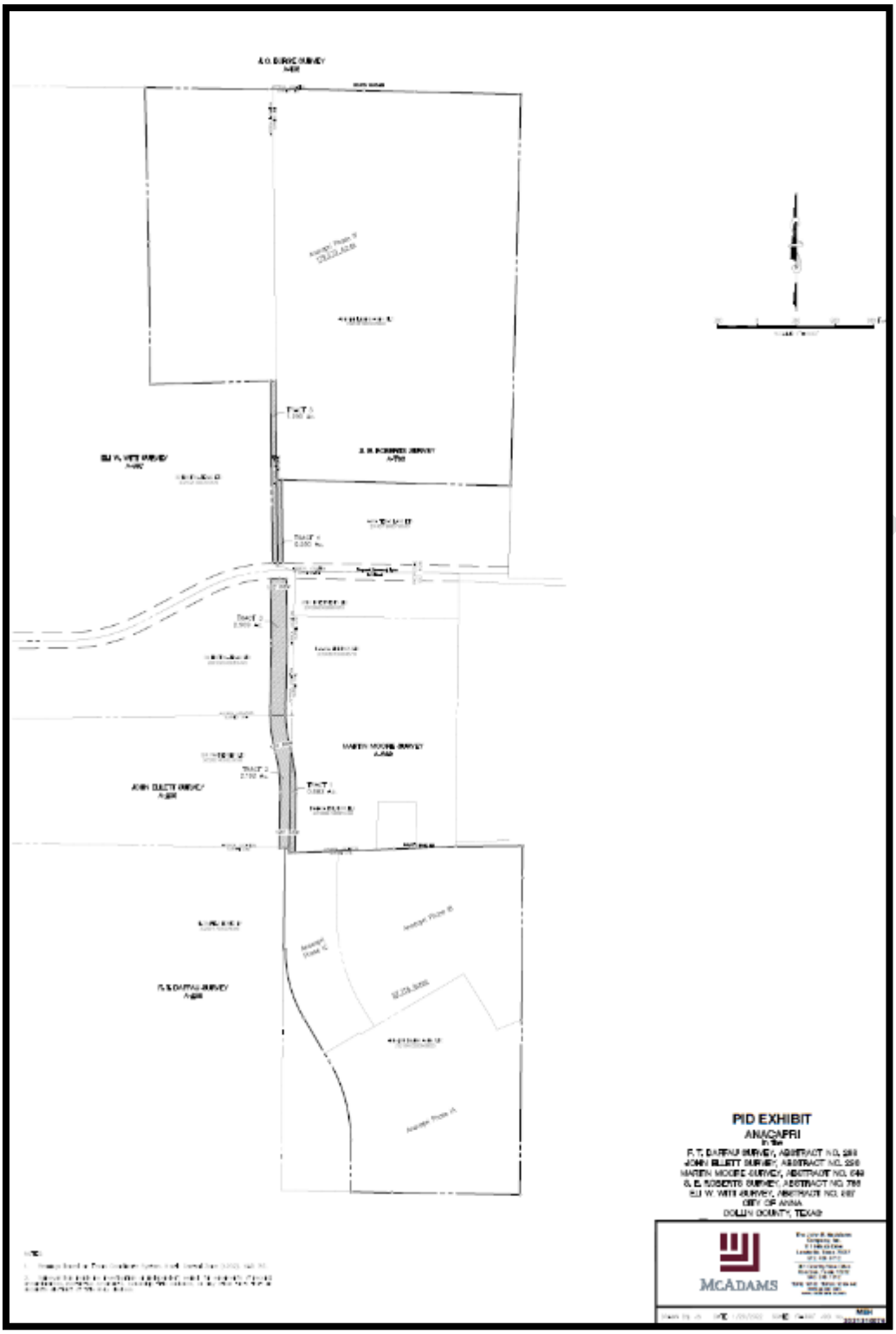


Exhibit A-2 – Map of Improvement Area #1

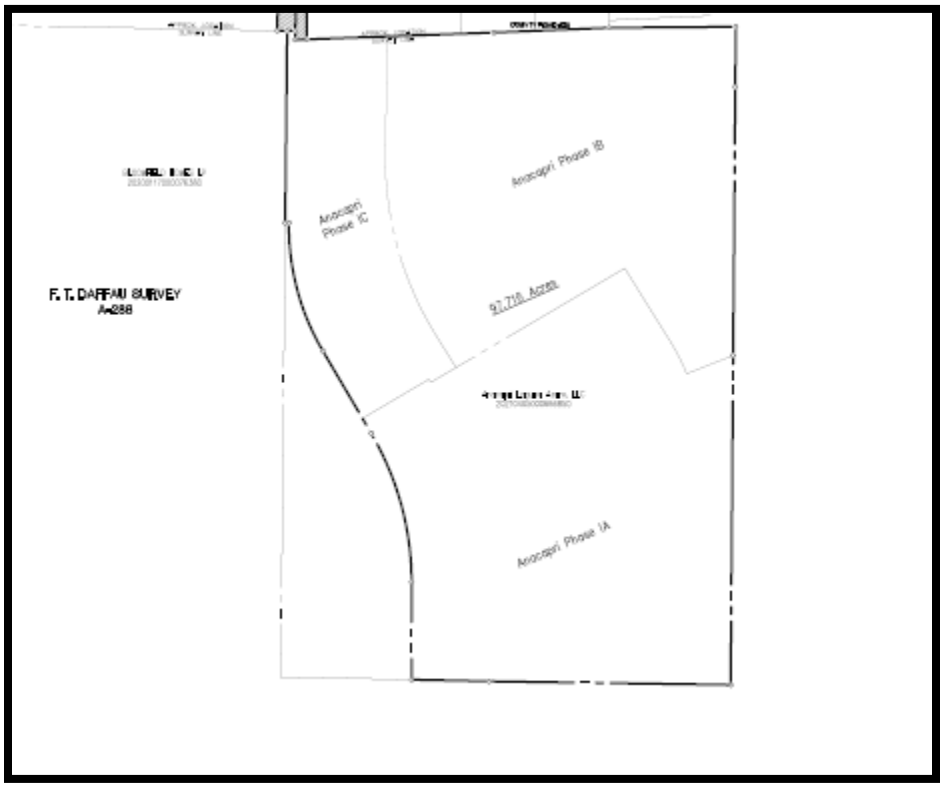


Exhibit A-3 – Map of Improvement Area #2

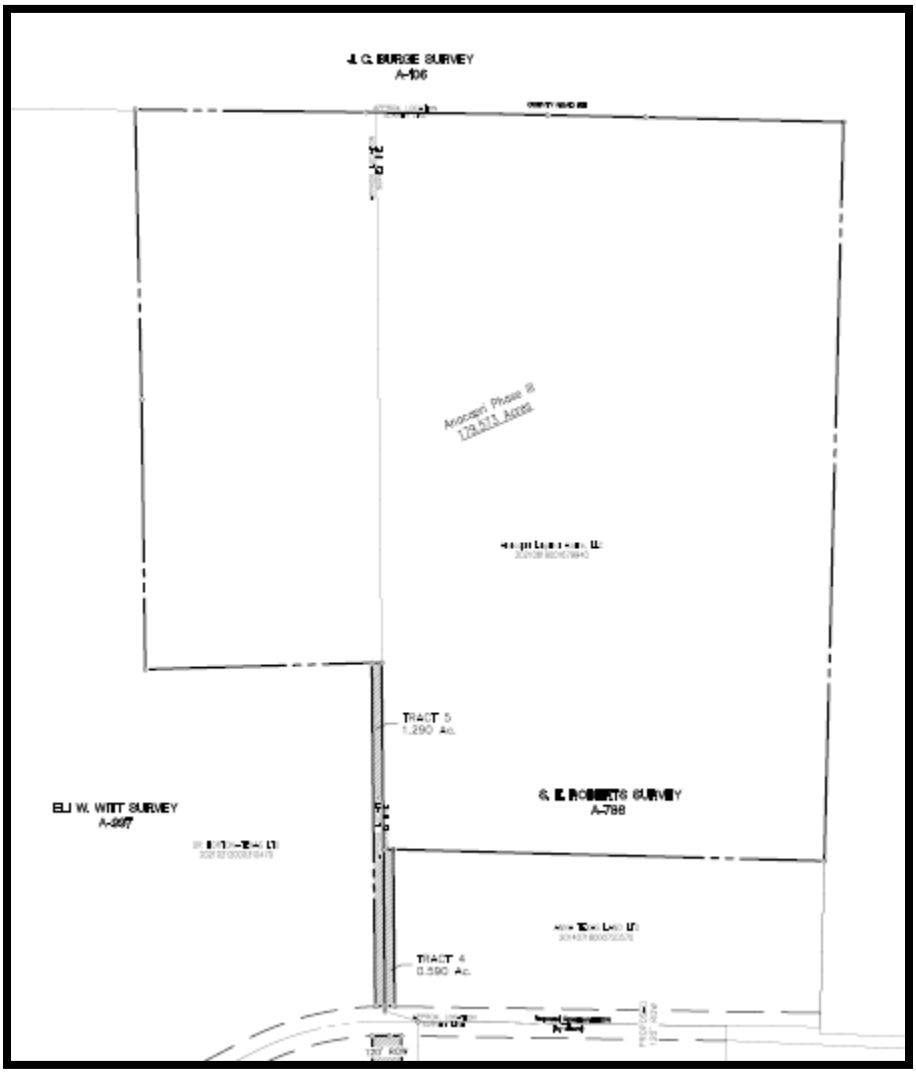


Exhibit A-4 – Map of Improvement Area #2A

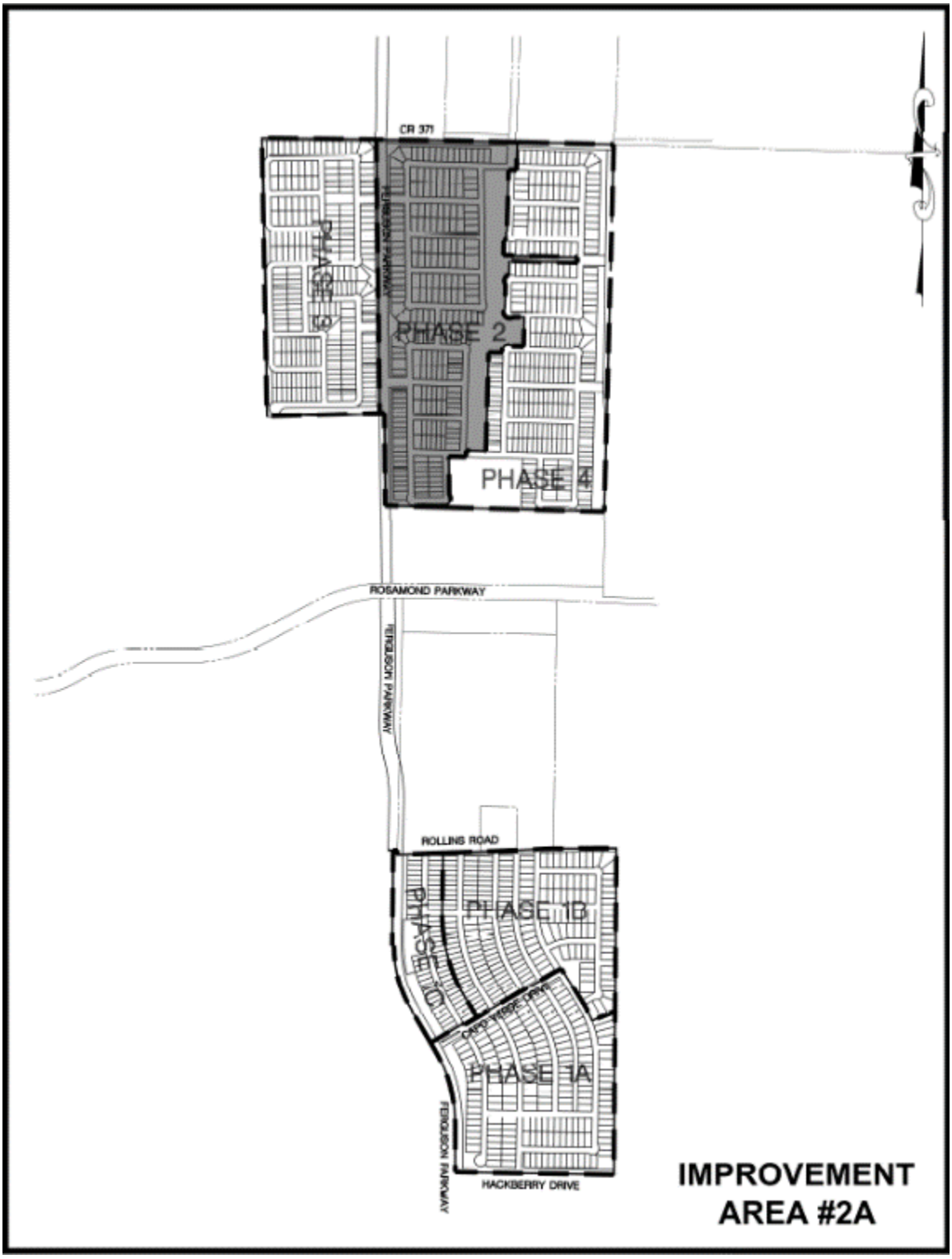


Exhibit A-5 – Map of Improvement Area #2 – Remainder Property

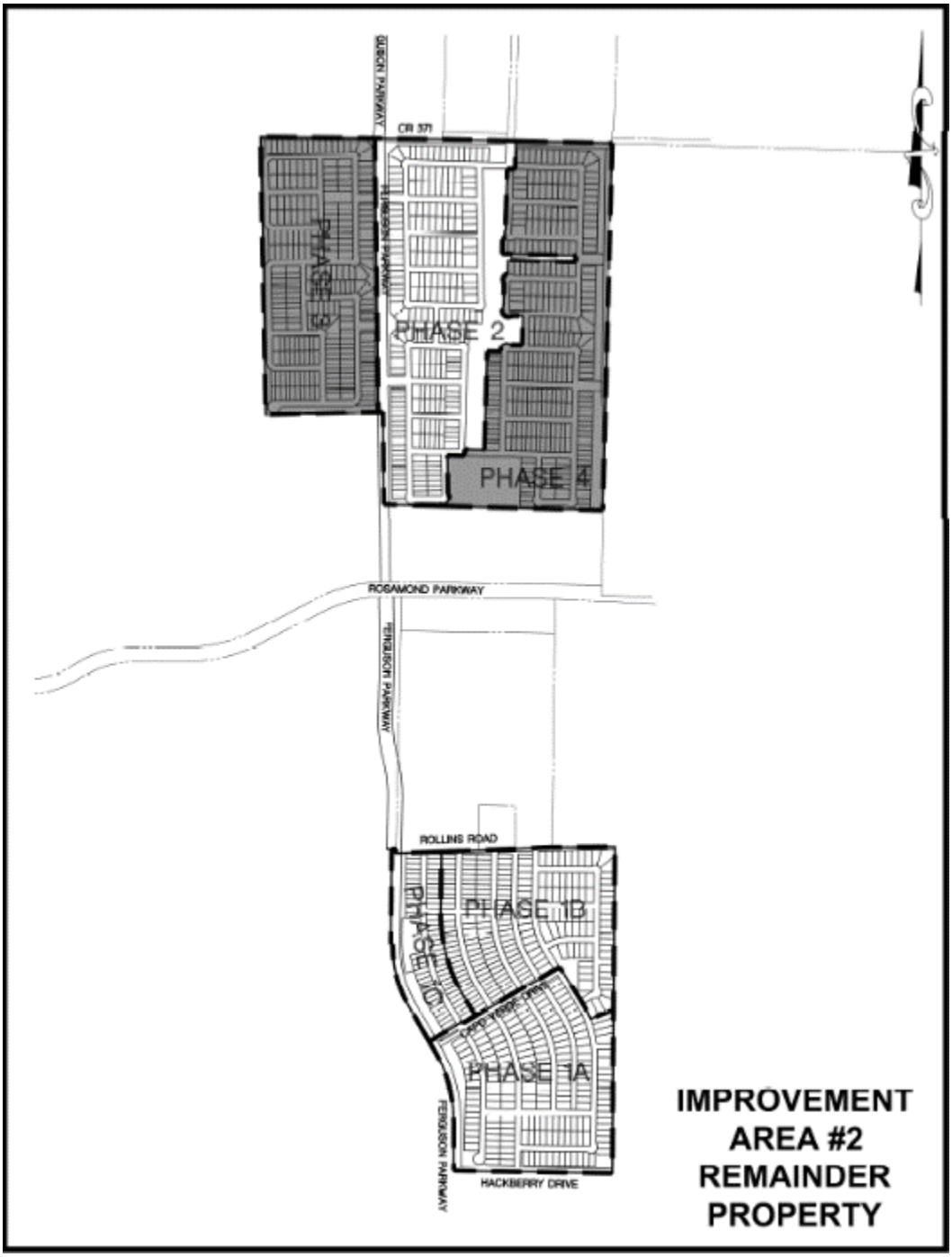


Exhibit B-1 – Authorized Improvements

	Total[1]	Non-Assessed Property[2]	Private	District Eligible Costs	Improvement Area #1		Improvement Area #2		Improvement Area #2		Improvement Area #2 - Remainder Property	
					%	Cost	Improvement Area #2A					
							%	Cost	%	Cost	%	Cost
Improvement Area #1 Improvements												
Roadway Improvements	$ 6,043,595	$ 460,226	$ -	$ 5,583,370	100.00%	$ 5,583,370	0.00%	$ -	0.00%	$ -	0.00%	$ -
Water Systems	1,969,400	88,557	-	1,880,843	100.00%	1,880,843	0.00%	-	0.00%	-	0.00%	-
Sanitary Sewer	1,447,746	-	-	1,447,746	100.00%	1,447,746	0.00%	-	0.00%	-	0.00%	-
Storm Sewer	3,312,295	93,304	-	3,218,991	100.00%	3,218,991	0.00%	-	0.00%	-	0.00%	-
Site Fencing, Retaining Walls, Landscape	1,632,574	233,970	-	1,398,604	100.00%	1,398,604	0.00%	-	0.00%	-	0.00%	-
Soft Costs[4]	5,289,506	290,938	-	4,998,569	100.00%	4,998,569	0.00%	-	0.00%	-	0.00%	-
	$ 19,695,116	$ 1,166,994	$ -	$ 18,528,122		$ 18,528,122		$ -		$ -		$ -
Improvement Area #2 Improvements [3]												
Roadway Improvements	$ 1,211,323	$ 178,791	$ -	$ 1,032,532	0.00%	$ -	30.39%	$ 313,829	69.61%	$ 718,703		
Water Systems	599,434	88,476	-	510,957	0.00%	-	30.39%	155,301	69.61%	355,656		
Sanitary Sewer	2,478,104	365,768	-	2,112,336	0.00%	-	30.39%	642,026	69.61%	1,470,309		
Storm Sewer	1,415,844	208,979	-	1,206,865	0.00%	-	30.39%	366,816	69.61%	840,049		
Site Fencing, Retaining Walls, Landscape	1,145,165	169,026	-	976,139	0.00%	-	30.39%	296,689	69.61%	679,450		
Soft Costs[4]	1,586,589	234,180	-	1,352,408	0.00%	-	30.39%	411,053	69.61%	941,355		
	$ 8,436,458	$ 1,245,221	$ -	$ 7,191,237		$ -		$ 2,185,714		$ 5,005,522		
Improvement Area #2A Improvements												
Roadway Improvements	$ 4,149,405	$ -	$ -	$ 4,149,405	0.00%	$ -	100.00%	$ 4,149,405	0.00%	$ -		
Water Systems	921,494	-	-	921,494	0.00%	-	100.00%	921,494	0.00%	-		
Sanitary Sewer	767,152	-	-	767,152	0.00%	-	100.00%	767,152	0.00%	-		
Storm Sewer	841,028	-	-	841,028	0.00%	-	100.00%	841,028	0.00%	-		
Site Fencing, Retaining Walls, Landscape	592,655	-	-	592,655	0.00%	-	100.00%	592,655	0.00%	-		
Soft Costs[4]	2,447,957	-	-	2,447,957	0.00%	-	100.00%	2,447,957	0.00%	-		
	$ 9,719,692	$ -	$ -	$ 9,719,692		$ -		$ 9,719,692		$ -		
Private Improvements												
Private Improvements	$ 5,574,053	$ -	$ 5,574,053	$ -	0.00%	$ -	0.00%	$ -	0.00%	$ -		
	$ 5,574,053	$ -	$ 5,574,053	$ -		$ -		$ -		$ -		
Bond Issuance Costs												
Debt Service Reserve Fund	$ 2,415,300	$ -	$ -	$ 2,415,300		$ 1,611,600		$ 803,700		$ -		
Capitalized Interest	-	-	-	-		-		-		-		
Underwriter's Discount	663,400	-	-	663,400		442,900		220,500		-		
Underwriter's Counsel	331,700	-	-	331,700		221,450		110,250		-		
Cost of Issuance	1,990,200	-	-	1,990,200		1,328,700		661,500		-		
	$ 5,400,600	$ -	$ -	$ 5,400,600		$ 3,604,650		$ 1,795,950		$ -		
Other Costs												
Deposit to Administrative Fund	80,000	-	-	80,000		40,000		40,000		-		
	$ 80,000	$ -	$ -	$ 80,000		$ 40,000		$ 40,000		$ -		
Total	**$ 48,905,918**	**$ 2,412,215**	**$ 5,574,053**	**$ 40,919,651**		**$ 22,172,772**		**$ 13,741,356**		**$ 5,005,522**		

Footnotes:

(1) Costs based on Engineer's Report, attached hereto as **Appendix A**.

(2) Non-Assessed Property allocated 14.76% of Improvement Area #1 Improvements that benefit the Non-Assessed Property ($7,906,461 * 14.76% = $1,166,994); and 14.76% of all Improvement Area #2 Improvements ($8,436,458 * 14.76% = $1,245,221) based on Estimated Buildout Value.

(3) Allocation of Improvement Area #2 Improvements based on Estimated Buildout Value.

(4) Soft Costs includes Soft Costs and Contingency as detailed in the Engineer's Report.

Exhibit B-2 – Appropriation of Costs of Authorized Improvements

Improvement Area	Improvement Area #1 Improvements		Improvement Area #2 Improvements		Improvement Area #2A Improvements		Total Appropriation for Future Funding[1]
	%	Costs	2%	Costs	%	Costs	
Improvement Area #1	100.00%	$ 18,528,122	0.00%	$ -	0.00%	$ -	**$ -**
Improvement Area #2A	0.00%	$ -	30.39%	$ 2,185,714	100.00%	$ 9,719,692	**$ -**
Improvement Area #2 - Remainder Property	0.00%	$ -	69.61%	$ 5,005,522	0.00%	$ -	**$ 5,005,522.45**
Total	**100.00%**	**$ 18,528,122**	**100.00%**	**$ 7,191,237**	**100.00%**	**$ 9,719,692**	

Footnotes:

(1) Reimbursable in part or in full from future Assessments levied in the Improvement Area #2 - Remainder Property.

(2) The costs of Improvement Area #2 Improvements appropriated to the Improvement Area #2 - Remainder Property are calculated based on Estimated Buildout Value.

Exhibit C – Service Plan

Improvement Area #1						
Annual Installments Due		**1/31/2023**	**1/31/2024**	**1/31/2025**	**1/31/2026**	**1/31/2027**
Principal		$ 473,601.91	$ 501,639.14	$ 531,336.18	$ 562,791.28	$ 596,108.52
Interest		1,310,984.00	1,282,946.77	1,253,249.73	1,221,794.63	1,188,477.38
	(1)	$ 1,784,585.91	$ 1,784,585.91	$ 1,784,585.91	$ 1,784,585.91	$ 1,784,585.91
Annual Collection Costs	(2)	$ 40,000.00	$ 40,800.00	$ 41,616.00	$ 42,448.32	$ 43,297.29
Additional Interest[1]	(3)	$ -	$ -	$ -	$ -	$ -
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 1,824,585.91**	**$ 1,825,385.91**	**$ 1,826,201.91**	**$ 1,827,034.23**	**$ 1,827,883.19**

Improvement Area #2A						
Annual Installments Due		**1/31/2023**	**1/31/2024**	**1/31/2025**	**1/31/2026**	**1/31/2027**
Principal		$ 235,785.10	$ 249,743.58	$ 264,528.40	$ 280,188.48	$ 296,775.64
Interest		652,680.00	638,721.52	623,936.70	608,276.62	591,689.46
	(1)	$ 888,465.10	$ 888,465.10	$ 888,465.10	$ 888,465.10	$ 888,465.10
Annual Collection Costs	(2)	$ 40,000.00	$ 40,800.00	$ 41,616.00	$ 42,448.32	$ 43,297.29
Additional Interest[1]	(3)	$ -	$ -	$ -	$ -	$ -
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 928,465.10**	**$ 929,265.10**	**$ 930,081.10**	**$ 930,913.42**	**$ 931,762.39**

Footnotes:

(1) Additional Interest will not be charged on the Improvement Area #1 Reimbursement Obligation, or the Improvement Area #2A Reimbursement Obligation. In the event PID Bonds are issued, the Service Plan and Assessment Roll shall be updated to reflect the Additional Interest collected for the PID Bonds.

Exhibit D – Sources and Uses of Funds

	Non-Assessed Property / Private	Improvement Area #1	Improvement Area #2	
			Improvement Area #2A	Improvement Area #2 - Remainder Property
Sources of Funds				
Improvement Area #1 Reimbursement Obligation	$ -	$ 22,145,000	$ -	$ -
Improvement Area #1 Owner Contribution[1]	-	27,772	-	-
Improvement Area #2A Reimbursement Obligation	-	-	11,025,000	-
Improvement Area #2A Owner Contribution[1]	-	-	2,716,356	-
Improvement Area #2 - Remainder Property Owner Contribution[2]	-	-	-	5,005,522
Owner Contribution - Non-Assessed Property[1,3]	2,412,215	-	-	-
Owner Contribution - Private Improvements[1]	5,574,053	-	-	-
Total Sources	**$ 7,986,268**	**$ 22,172,772**	**$ 13,741,356**	**$ 5,005,522**
Uses of Funds				
Improvement Area #1 Improvements[3]	$ 1,166,994	$ 18,528,122	$ -	$ -
Improvement Area #2A Improvements	-	-	9,719,692	-
Improvement Area #2 Improvements[3]	1,245,221	-	2,185,714	5,005,522
Private Improvements	5,574,053	-	-	-
	$ 7,986,268	$ 18,528,122	$ 11,905,406	$ 5,005,522
Bond Issuance Costs [4]				
Debt Service Reserve Fund	$ -	$ 1,611,600	$ 803,700	$ -
Capitalized Interest		-	-	-
Underwriter's Discount	-	442,900	220,500	-
Underwriter's Counsel		221,450	110,250	-
Cost of Issuance	-	1,328,700	661,500	-
	$ -	$ 3,604,650	$ 1,795,950	$ -
Other Costs [4]				
Deposit to Administrative Fund	$ -	$ 40,000	$ 40,000	$ -
	$ -	$ 40,000	$ 40,000	$ -
Total Uses	**$ 7,986,268**	**$ 22,172,772**	**$ 13,741,356**	**$ 5,005,522**

Footnotes:

(1) Non-reimbursable to Owner from Assessments.

(2) Reimbursable in part or in full to Owner from levy of Assessments in Improvement Area #2 - Remainder Property.

(3) Non-Assessed Property allocated 14.76% of Improvement Area #1 Improvements that benefit the Non-Assessed Property ($7,906,461 * 14.76% = $1,166,994); and 14.76% of all Improvement Area #2 Improvements ($8,436,458 * 14.76% = $1,245,221) based on Estimated Buildout Value. Such Improvements to be funded by Owner Contribution for Non-Assessed Property.

(4) Preliminary estimate only, to be updated if PID Bonds are issued.

Exhibit E – Maximum Assessment and Tax Rate Equivalent

Lot Type	Units[1]	Estimated Buildout Value[1]		Assessment		Average Annual Installment		Gross TRE
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
Improvement Area #1								
Lot Type 1 (40')	174	$ 430,000	$ 74,820,000	$ 45,100	$ 7,847,347	$ 3,282	$ 571,137	$ 0.7633
Lot Type 2 (50')	284	$ 480,000	$ 136,320,000	$ 50,344	$ 14,297,653	$ 3,664	$ 1,040,597	$ 0.7633
Improvement Area #1 Subtotal	**458**		**$ 211,140,000**		**$ 22,145,000**		**$ 1,611,734**	
Improvement Area #2A								
Lot Type 3 (40')	136	$ 430,000	$ 58,480,000	$ 44,323	$ 6,027,880	$ 3,335	$ 453,565	$ 0.7756
Lot Type 4 (50')	101	$ 480,000	$ 48,480,000	$ 49,476	$ 4,997,120	$ 3,723	$ 376,006	$ 0.7756
Improvement Area #2A Subtotal	**237**		**$ 106,960,000**		**$ 11,025,000**		**$ 829,571**	
Total	**695**		**$ 318,100,000**		**$ 33,170,000**			

Footnotes:

(1) Per information provided by the Owner.

Exhibit F – TIRZ No. 4 Maximum Annual Credit Amount

Lot Type	Units[1]	Gross TRE	TIRZ No. 4 Maximum Annual Credit Amount	Net TRE	Net Tax Stack
Improvement Area #1					
Lot Type 1 (40')	174	$ 0.7633	$ (526.57)	$ 0.6409	$ 2.9200
Lot Type 2 (50')	284	$ 0.7633	$ (587.80)	$ 0.6409	$ 2.9200
Improvement Area #1 Subtotal	**458**		**$ (258,557)**		
Improvement Area #2A					
Lot Type 3 (40')	136	$ 0.7756	$ (579.21)	$ 0.6409	$ 2.9200
Lot Type 4 (50')	101	$ 0.7756	$ (646.56)	$ 0.6409	$ 2.9200
Improvement Area #2A Subtotal	**237**		**$ (144,074)**		

Footnotes:

(1) Per information provided by the Owner.

Exhibit G-1 – Improvement Area #1 Assessment Roll

Property ID[1]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023[1]
2770352	Improvement Area #1 Initial Parcel	$ 22,145,000.00	$ 1,824,585.91
Total		**$ 22,145,000.00**	**$ 1,824,585.91**

Footnotes:

(1) The entire Improvement Area #1 Initial Parcel is contained within Property ID 2770352. For billing purposes, the Annual Installment due 1/31/2023 shall be allocated pro rata based on acreage.

Exhibit G-2 – Improvement Area #1 Projected Annual Installment

Annual Installment Due 1/31	Principal	Interest[1]	Annual Collection Costs	Annual Installment[2]
2023	$ 473,601.91	$ 1,310,984.00	$ 40,000.00	$ 1,824,585.91
2024	$ 501,639.14	$ 1,282,946.77	$ 40,800.00	$ 1,825,385.91
2025	$ 531,336.18	$ 1,253,249.73	$ 41,616.00	$ 1,826,201.91
2026	$ 562,791.28	$ 1,221,794.63	$ 42,448.32	$ 1,827,034.23
2027	$ 596,108.52	$ 1,188,477.38	$ 43,297.29	$ 1,827,883.19
2028	$ 359,067.18	$ 1,153,187.76	$ 44,163.23	$ 1,556,418.17
2029	$ 380,323.96	$ 1,131,930.98	$ 45,046.50	$ 1,557,301.44
2030	$ 402,839.13	$ 1,109,415.81	$ 45,947.43	$ 1,558,202.37
2031	$ 426,687.21	$ 1,085,567.73	$ 46,866.38	$ 1,559,121.31
2032	$ 451,947.09	$ 1,060,307.85	$ 47,803.70	$ 1,560,058.64
2033	$ 478,702.36	$ 1,033,552.58	$ 48,759.78	$ 1,561,014.72
2034	$ 507,041.54	$ 1,005,213.40	$ 49,734.97	$ 1,561,989.91
2035	$ 537,058.40	$ 975,196.54	$ 50,729.67	$ 1,562,984.61
2036	$ 568,852.26	$ 943,402.68	$ 51,744.27	$ 1,563,999.20
2037	$ 602,528.31	$ 909,726.63	$ 52,779.15	$ 1,565,034.09
2038	$ 638,197.99	$ 874,056.95	$ 53,834.73	$ 1,566,089.67
2039	$ 675,979.31	$ 836,275.63	$ 54,911.43	$ 1,567,166.37
2040	$ 715,997.28	$ 796,257.66	$ 56,009.66	$ 1,568,264.60
2041	$ 758,384.32	$ 753,870.62	$ 57,129.85	$ 1,569,384.79
2042	$ 803,280.67	$ 708,974.26	$ 58,272.45	$ 1,570,527.39
2043	$ 850,834.89	$ 661,420.05	$ 59,437.90	$ 1,571,692.84
2044	$ 901,204.32	$ 611,050.62	$ 60,626.65	$ 1,572,881.59
2045	$ 954,555.61	$ 557,699.33	$ 61,839.19	$ 1,574,094.13
2046	$ 1,011,065.30	$ 501,189.64	$ 63,075.97	$ 1,575,330.91
2047	$ 1,070,920.37	$ 441,334.57	$ 64,337.49	$ 1,576,592.43
2048	$ 1,134,318.86	$ 377,936.08	$ 65,624.24	$ 1,577,879.18
2049	$ 1,201,470.53	$ 310,784.41	$ 66,936.72	$ 1,579,191.66
2050	$ 1,272,597.59	$ 239,657.35	$ 68,275.46	$ 1,580,530.40
2051	$ 1,347,935.36	$ 164,319.58	$ 69,640.97	$ 1,581,895.91
2052	$ 1,427,733.14	$ 84,521.80	$ 71,033.79	$ 1,583,288.73
Total	**$ 22,145,000.00**	**$ 24,584,303.01**	**$ 1,622,723.17**	**$ 48,352,026.18**

Footnotes:

1) Interest is calculated at 7.00% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act. Interest is calculated at 5.92% each year thereafter, which is 2% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Exhibit H-1 – Improvement Area #2A Assessment Roll

Property ID[1]	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2023[2]
2759616, 2759795	Improvement Area #2A Initial Parcel	$ 11,025,000.00	$ 928,465.10
Total		**$ 11,025,000.00**	**$ 928,465.10**

Footnotes:

(1) The entire Improvement Area #2A Initial Parcel is contained within Property ID 2759616, and 2759795. For billing purposes, the Annual Installment due 1/31/2023 shall be allocated pro rata based on acreage.

Exhibit H-2 – Improvement Area #2A Projected Annual Installment

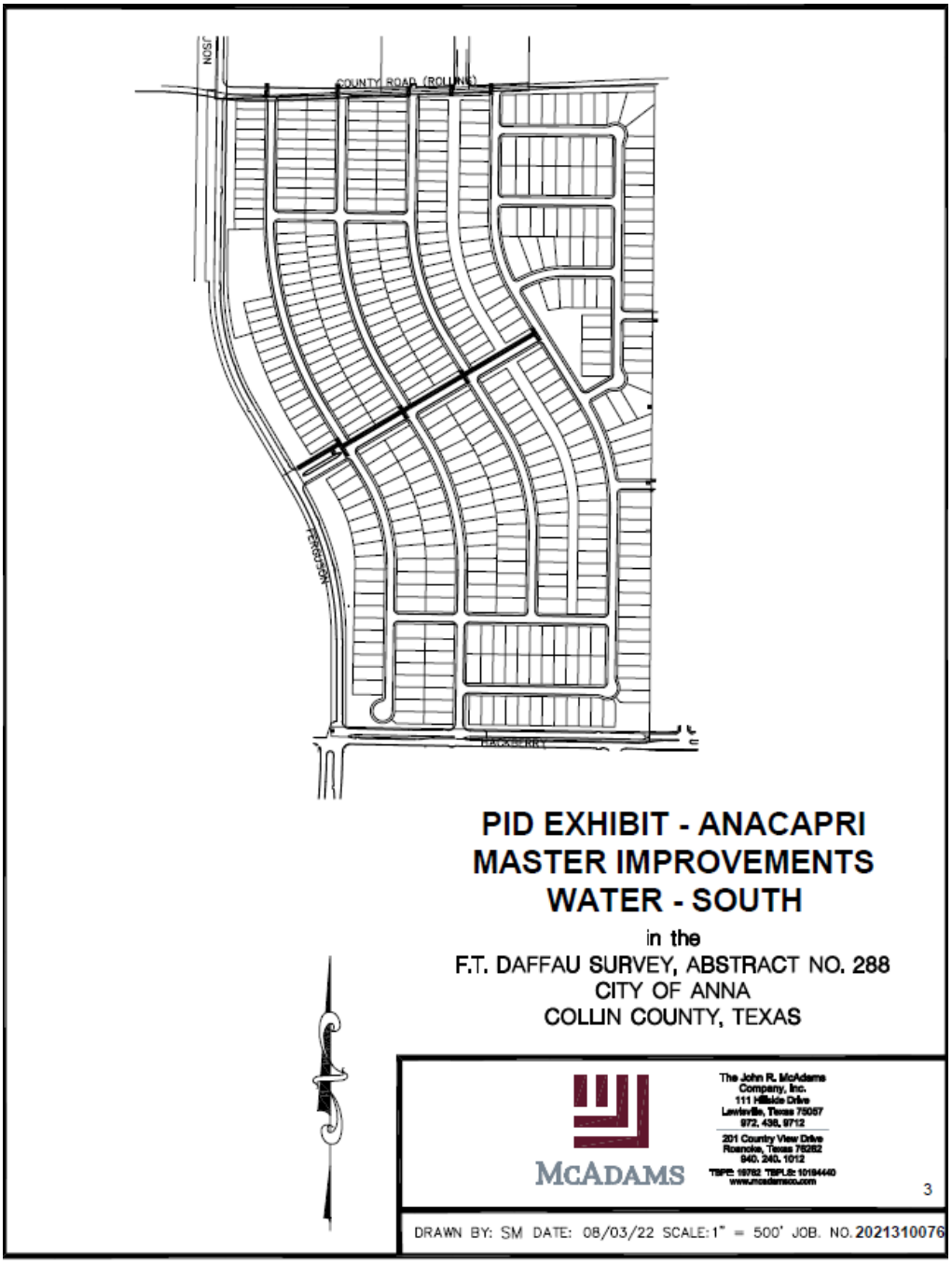
Annual Installment Due 1/31	Principal	Interest[1]	Annual Collection Costs	Annual Installment[2]
2023	$ 235,785.10	$ 652,680.00	$ 40,000.00	$ 928,465.10
2024	$ 249,743.58	$ 638,721.52	$ 40,800.00	$ 929,265.10
2025	$ 264,528.40	$ 623,936.70	$ 41,616.00	$ 930,081.10
2026	$ 280,188.48	$ 608,276.62	$ 42,448.32	$ 930,913.42
2027	$ 296,775.64	$ 591,689.46	$ 43,297.29	$ 931,762.39
2028	$ 178,763.41	$ 574,120.35	$ 44,163.23	$ 797,046.98
2029	$ 189,346.20	$ 563,537.55	$ 45,046.50	$ 797,930.25
2030	$ 200,555.50	$ 552,328.26	$ 45,947.43	$ 798,831.18
2031	$ 212,428.38	$ 540,455.37	$ 46,866.38	$ 799,750.13
2032	$ 225,004.14	$ 527,879.61	$ 47,803.70	$ 800,687.46
2033	$ 238,324.39	$ 514,559.37	$ 48,759.78	$ 801,643.53
2034	$ 252,433.19	$ 500,450.56	$ 49,734.97	$ 802,618.73
2035	$ 267,377.23	$ 485,506.52	$ 50,729.67	$ 803,613.42
2036	$ 283,205.97	$ 469,677.79	$ 51,744.27	$ 804,628.02
2037	$ 299,971.76	$ 452,911.99	$ 52,779.15	$ 805,662.90
2038	$ 317,730.09	$ 435,153.66	$ 53,834.73	$ 806,718.49
2039	$ 336,539.71	$ 416,344.04	$ 54,911.43	$ 807,795.18
2040	$ 356,462.86	$ 396,420.89	$ 56,009.66	$ 808,893.41
2041	$ 377,565.46	$ 375,318.29	$ 57,129.85	$ 810,013.60
2042	$ 399,917.34	$ 352,966.42	$ 58,272.45	$ 811,156.20
2043	$ 423,592.44	$ 329,291.31	$ 59,437.90	$ 812,321.65
2044	$ 448,669.12	$ 304,214.64	$ 60,626.65	$ 813,510.41
2045	$ 475,230.33	$ 277,653.42	$ 61,839.19	$ 814,722.94
2046	$ 503,363.96	$ 249,519.79	$ 63,075.97	$ 815,959.72
2047	$ 533,163.11	$ 219,720.64	$ 64,337.49	$ 817,221.24
2048	$ 564,726.37	$ 188,157.39	$ 65,624.24	$ 818,507.99
2049	$ 598,158.17	$ 154,725.59	$ 66,936.72	$ 819,820.48
2050	$ 633,569.13	$ 119,314.62	$ 68,275.46	$ 821,159.21
2051	$ 671,076.42	$ 81,807.33	$ 69,640.97	$ 822,524.72
2052	$ 710,804.15	$ 42,079.61	$ 71,033.79	$ 823,917.54
Total	**$ 11,025,000.00**	**$ 12,239,419.31**	**$ 1,622,723.17**	**$ 24,887,142.48**

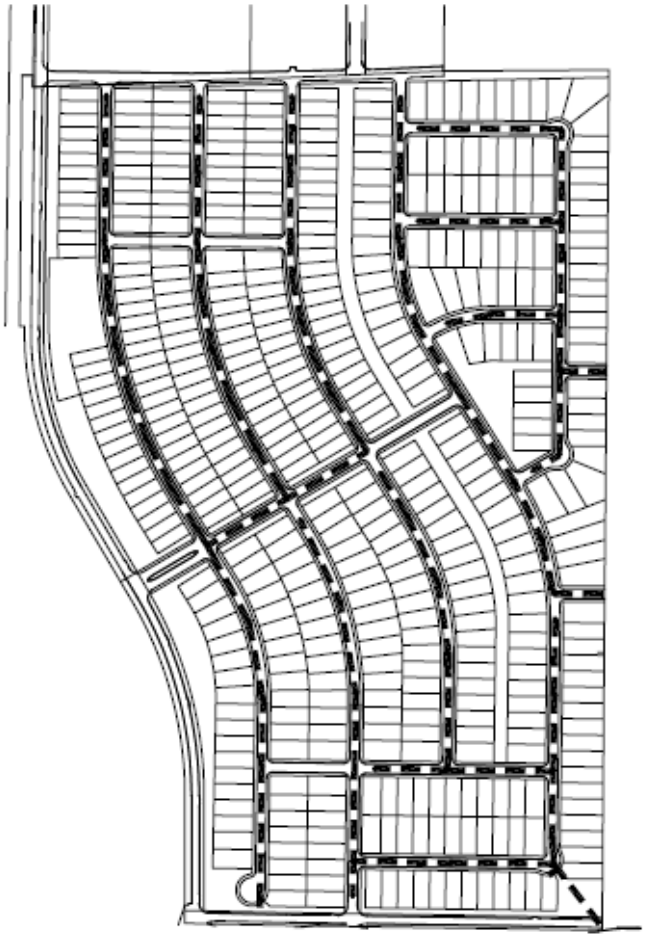
Footnotes:

1) Interest is calculated at 7.00% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act. Interest is calculated at 5.92% each year thereafter, which is 2% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Exhibit I-1 – Maps of Improvement Area #1 Improvements





PID EXHIBIT - ANACAPRI PHASE I - DIRECT COSTS SANITARY - SOUTH

in the

F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

MCADAMS

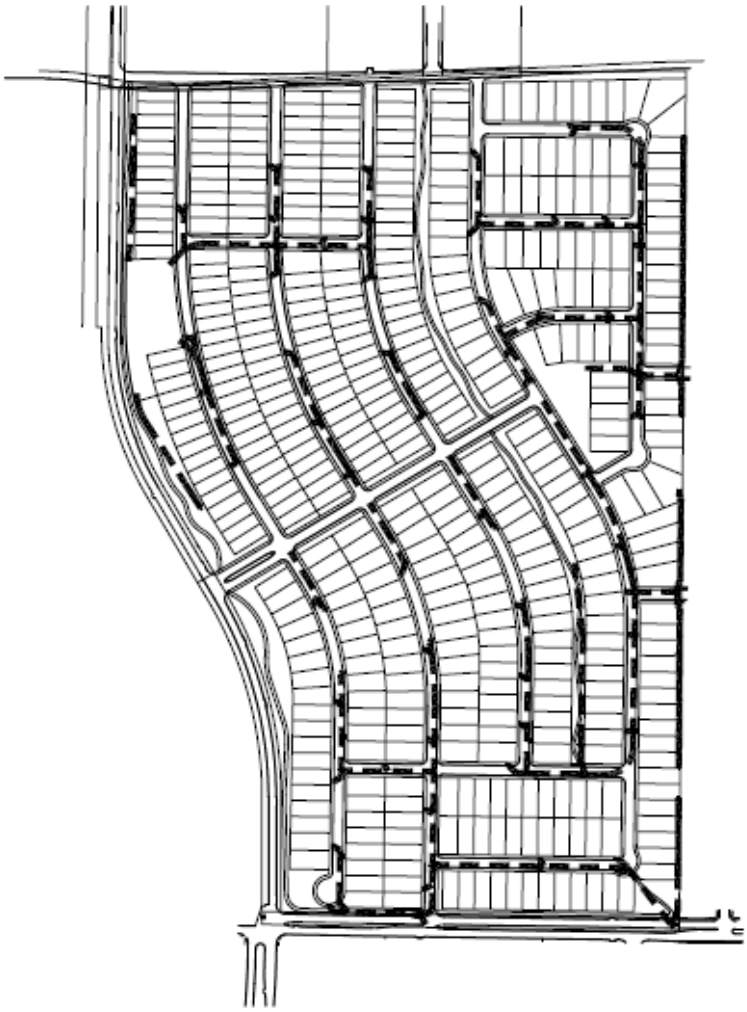
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75057
972. 436. 9712

201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

TBPE: 16762 TBPLS: 10194440
www.mcadamsco.com

7

DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO 2021310076



PID EXHIBIT - ANACAPRI PHASE I - DIRECT COST STORM SEWER - SOUTH

in the

F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

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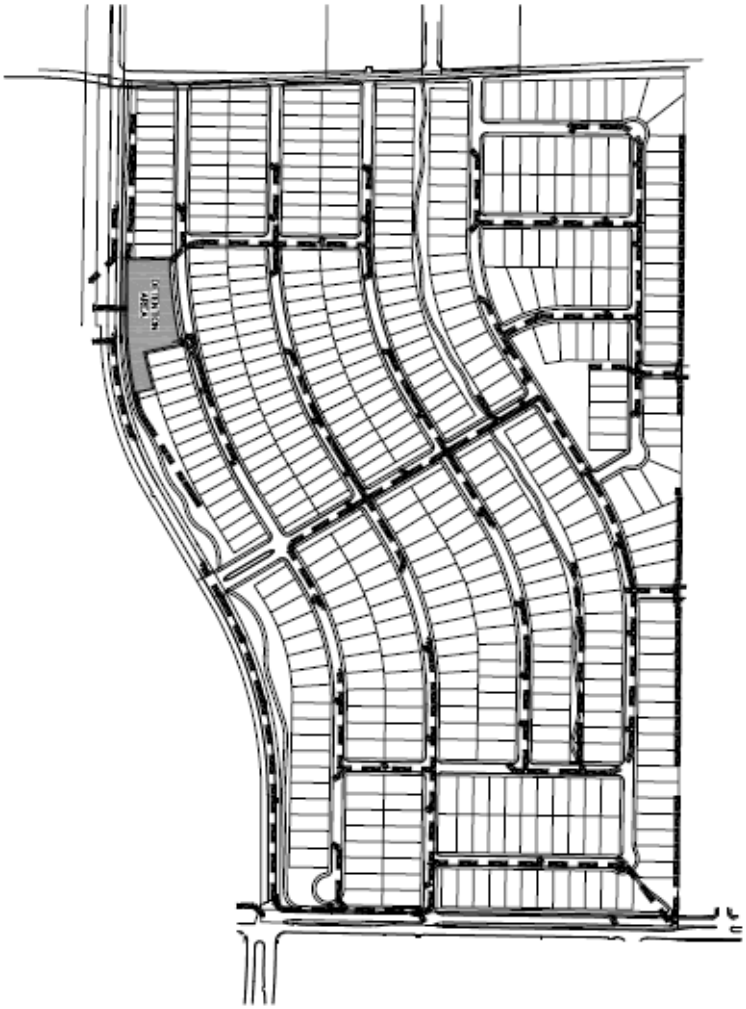

PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS STORM SEWER - SOUTH

in the

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COLLIN COUNTY, TEXAS

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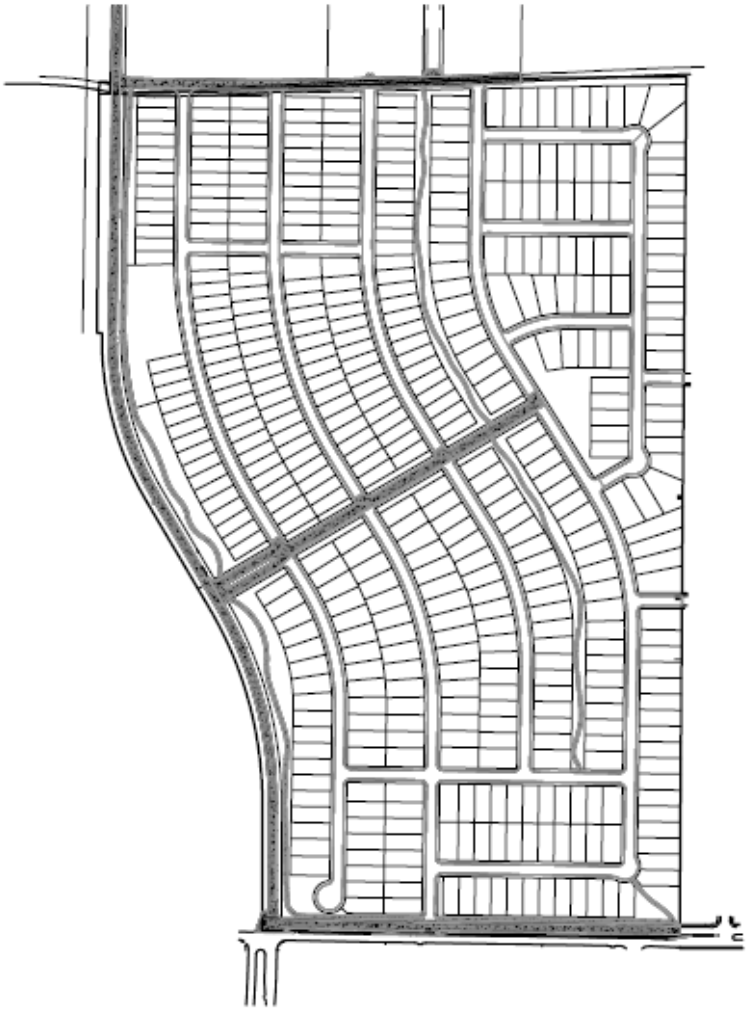

PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS PAVING - SOUTH

in the

F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

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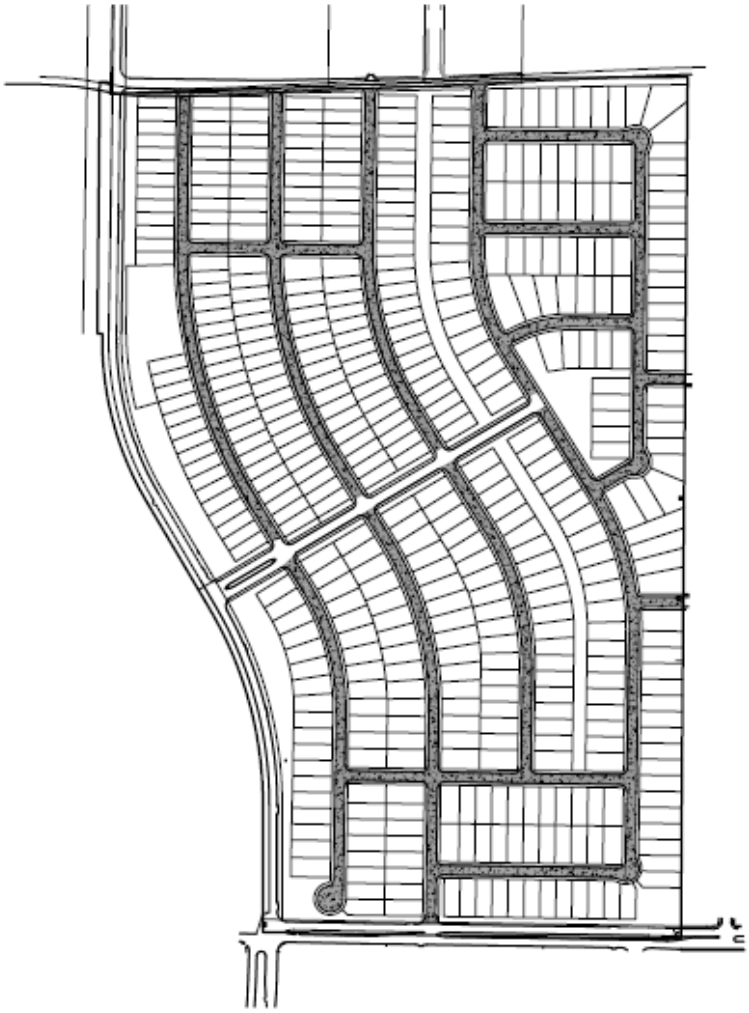

PID EXHIBIT - ANACAPRI
PHASE I - DIRECT COSTS
PAVING - SOUTH

in the

F.T. DAFFAU SURVEY, ABSTRACT NO. 288
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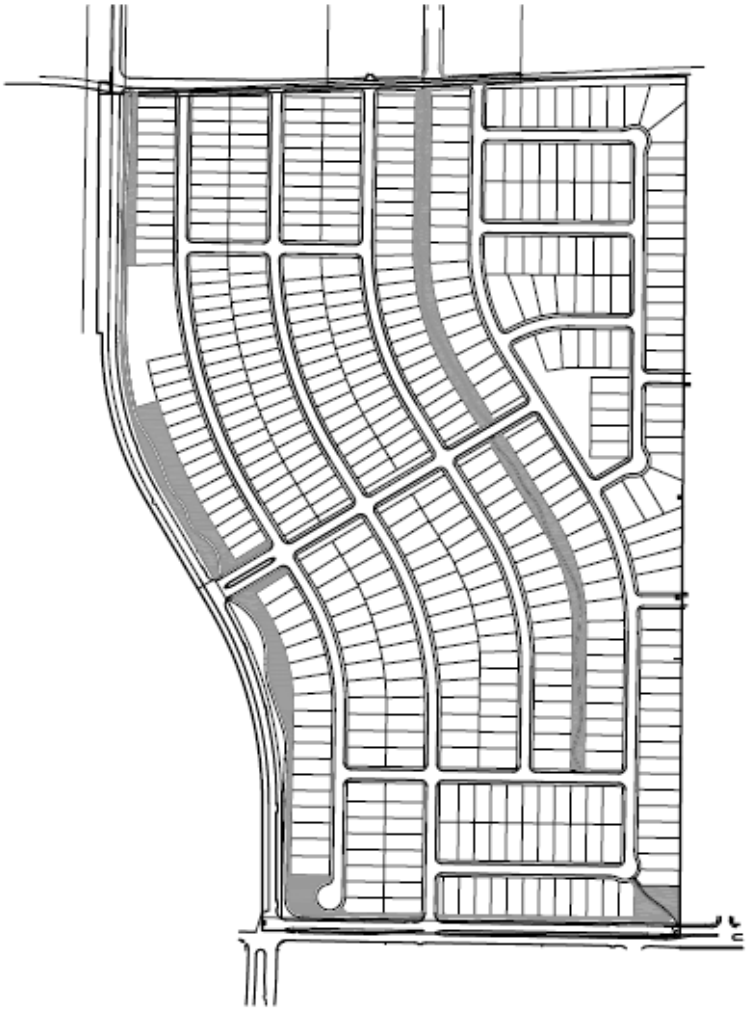

PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS LANDSCAPE - SOUTH

in the

F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

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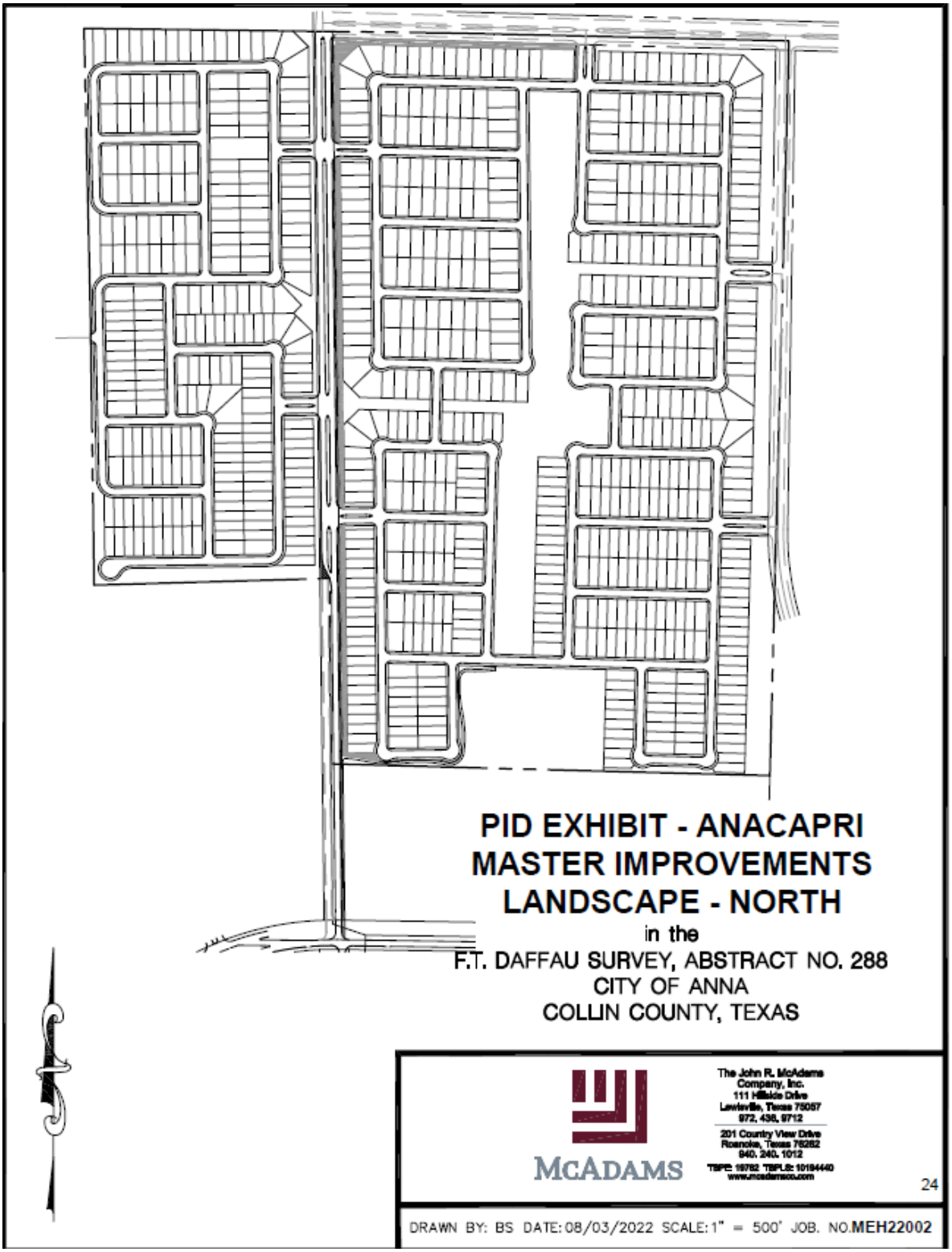
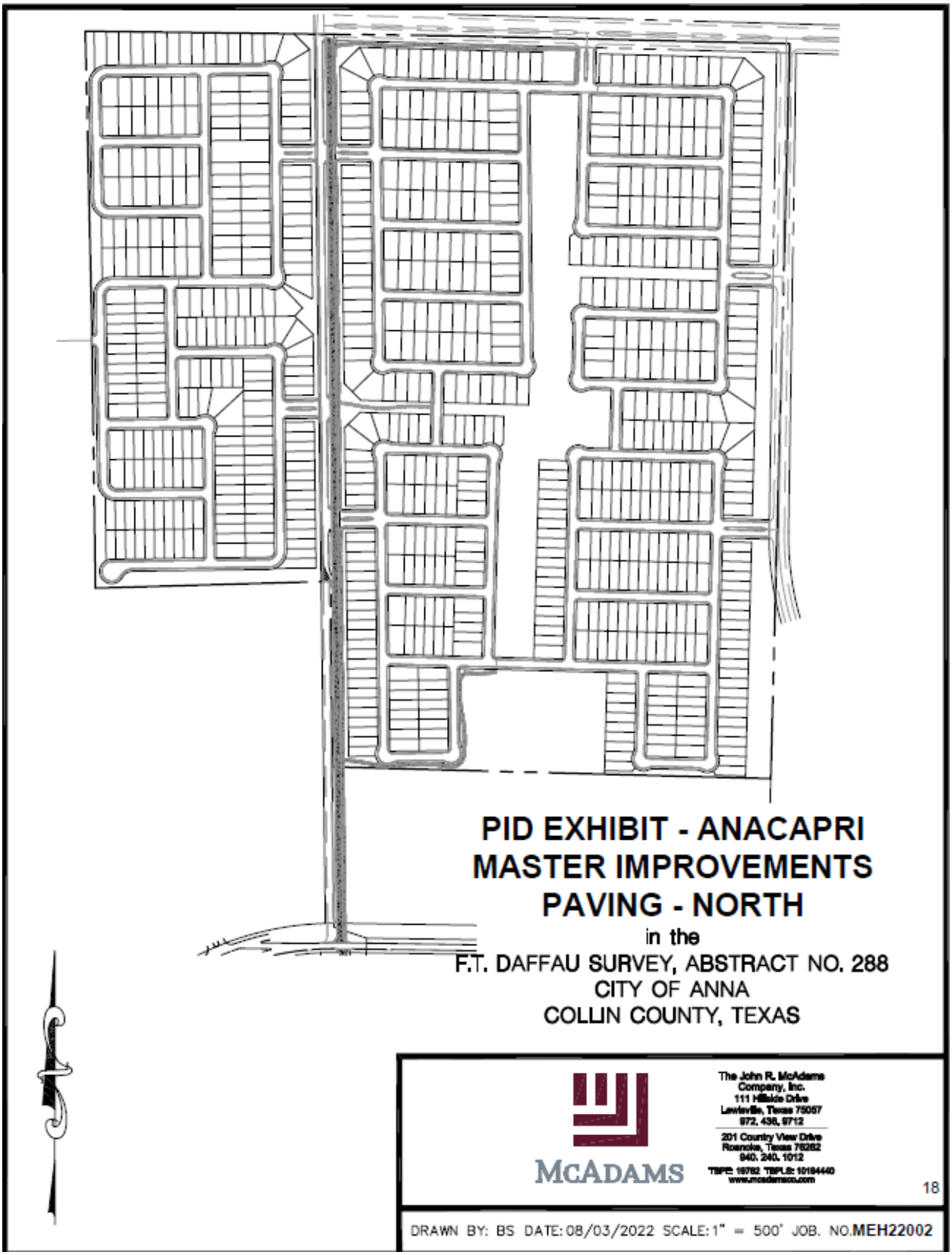
26

DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO2021310076

Exhibit I-2 – Maps of Improvement Area #2 Improvements

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in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
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Roanoke, Texas 76262
940. 240. 1012
TBPE: 16762 TBPLS: 10194440
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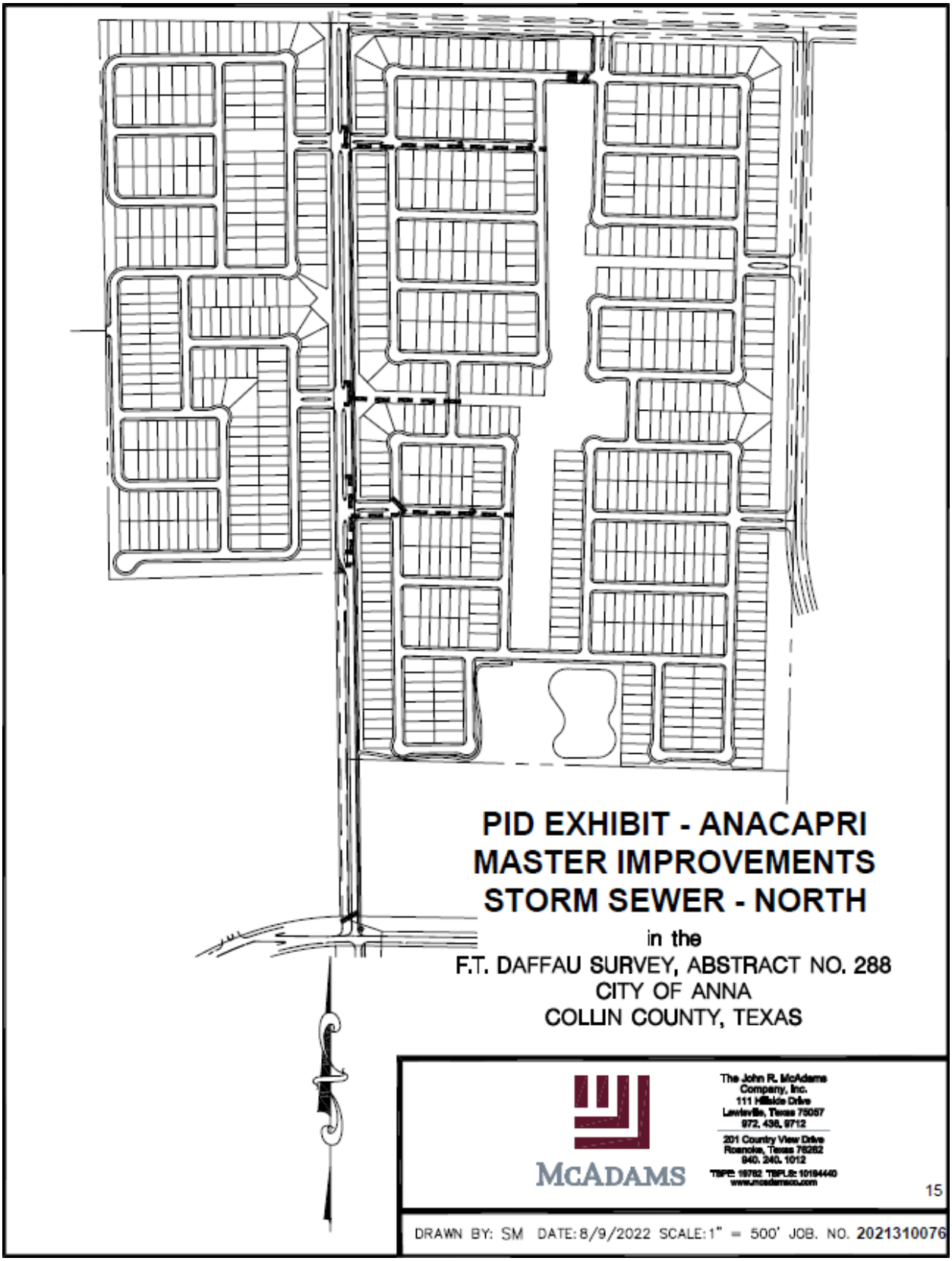
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MASTER IMPROVEMENTS
STORM SEWER - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
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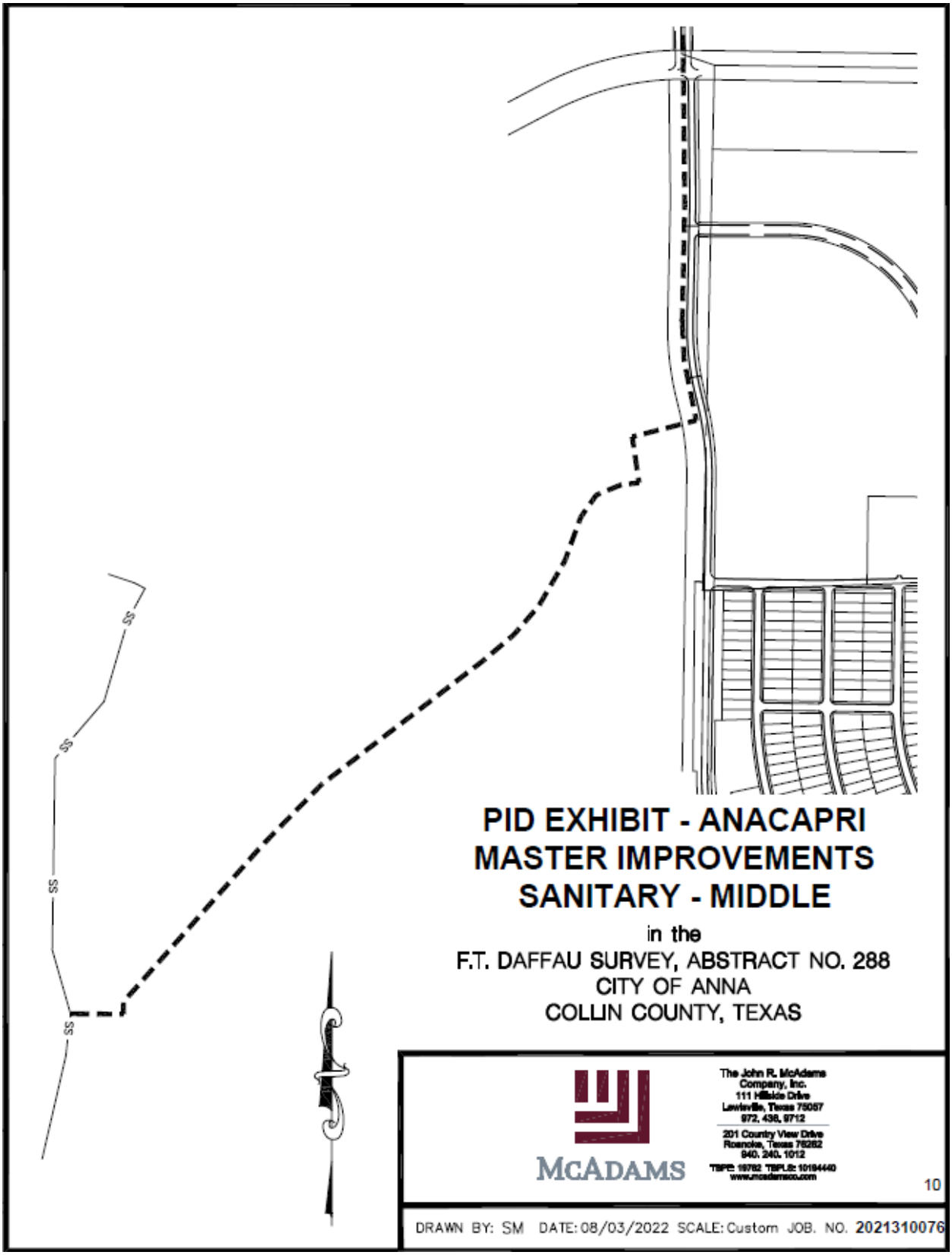
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PID EXHIBIT - ANACAPRI
MASTER IMPROVEMENTS
SANITARY - MIDDLE
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
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COLLIN COUNTY, TEXAS
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972. 436. 9712
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940. 240. 1012
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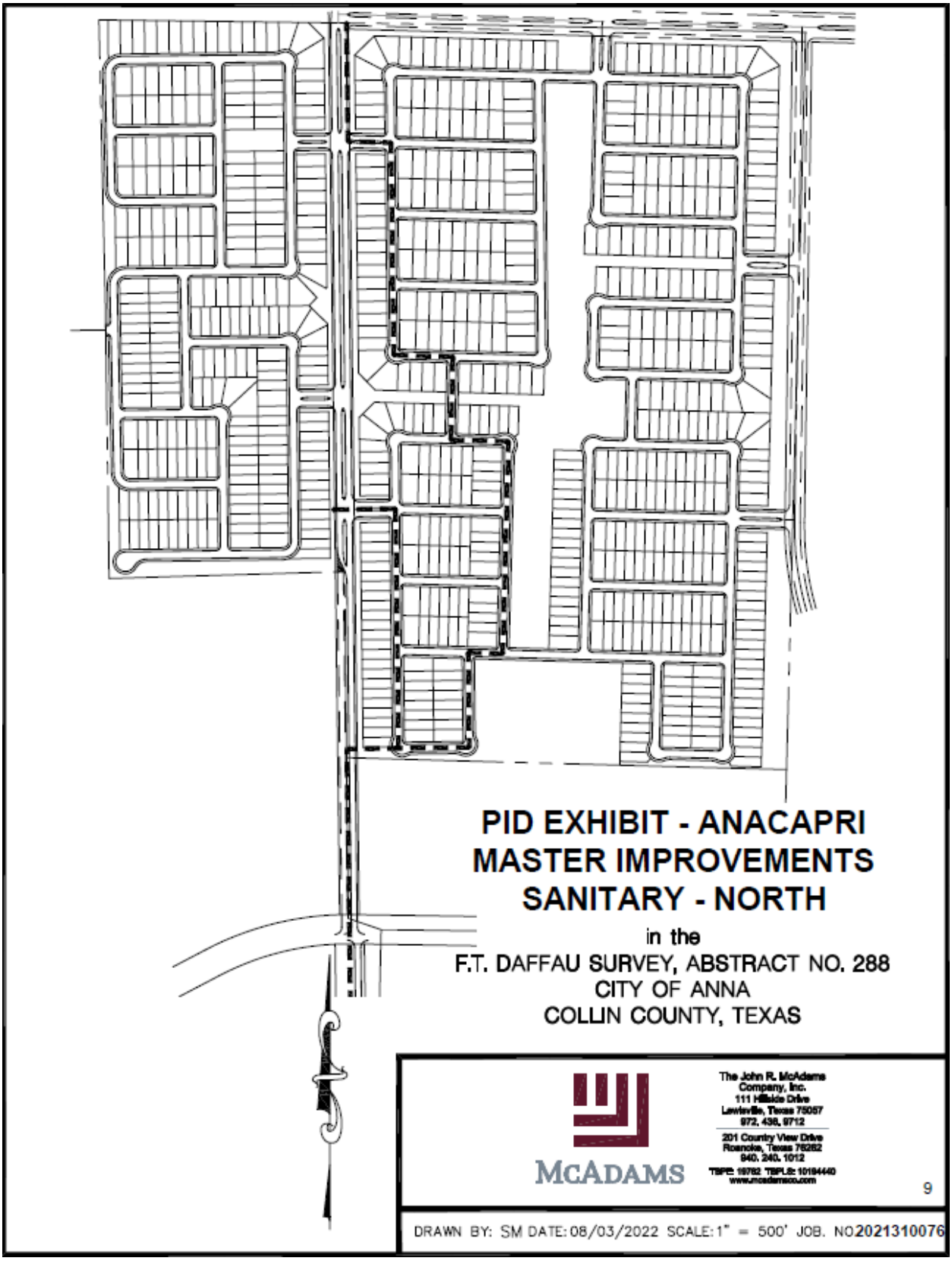
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MASTER IMPROVEMENTS
SANITARY - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
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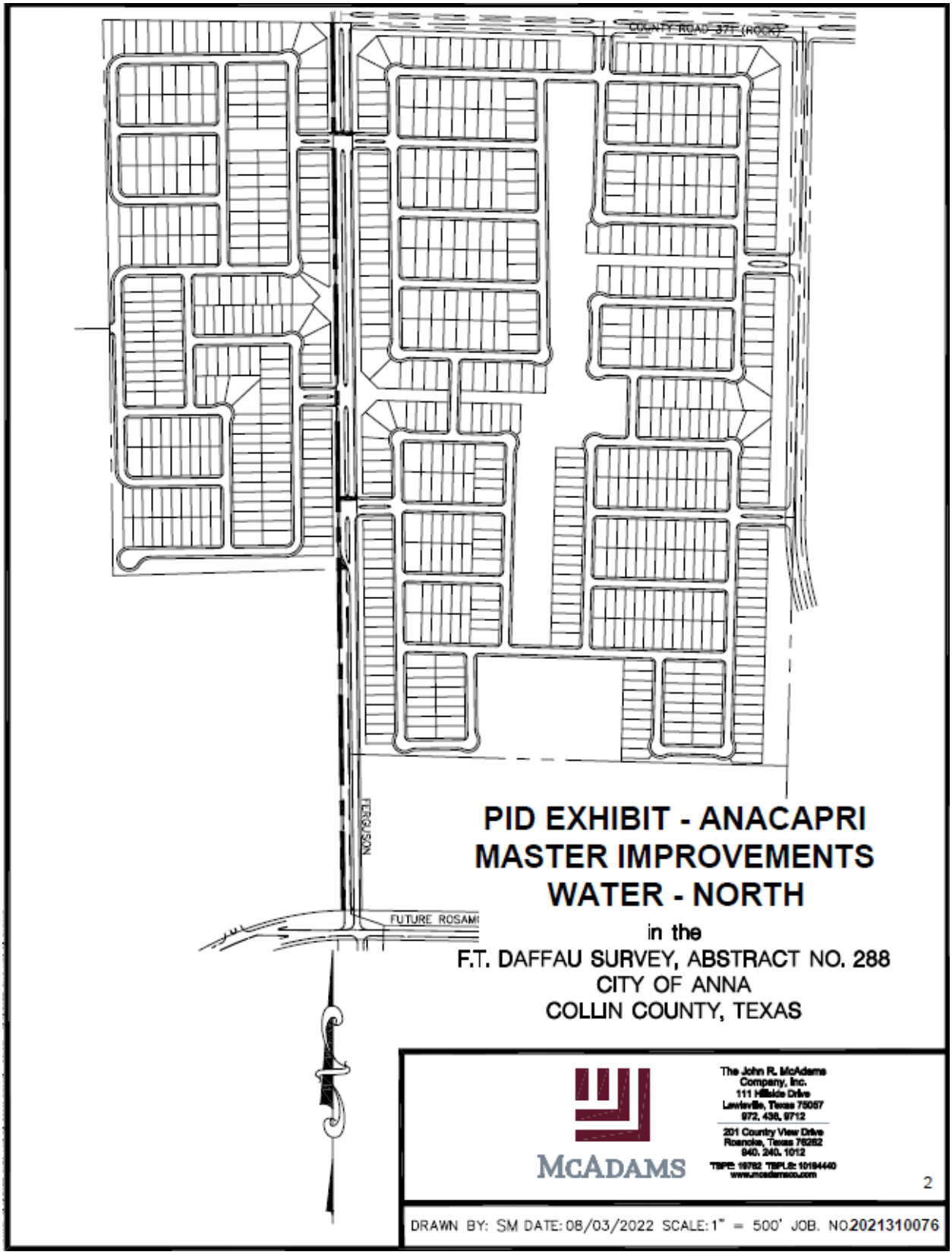
COUNTY ROAD 377 (ROCK)
FERGUSON
FUTURE ROSAM
PID EXHIBIT - ANACAPRI
MASTER IMPROVEMENTS
WATER - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
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TBPE: 19762 TBPLS: 10194440
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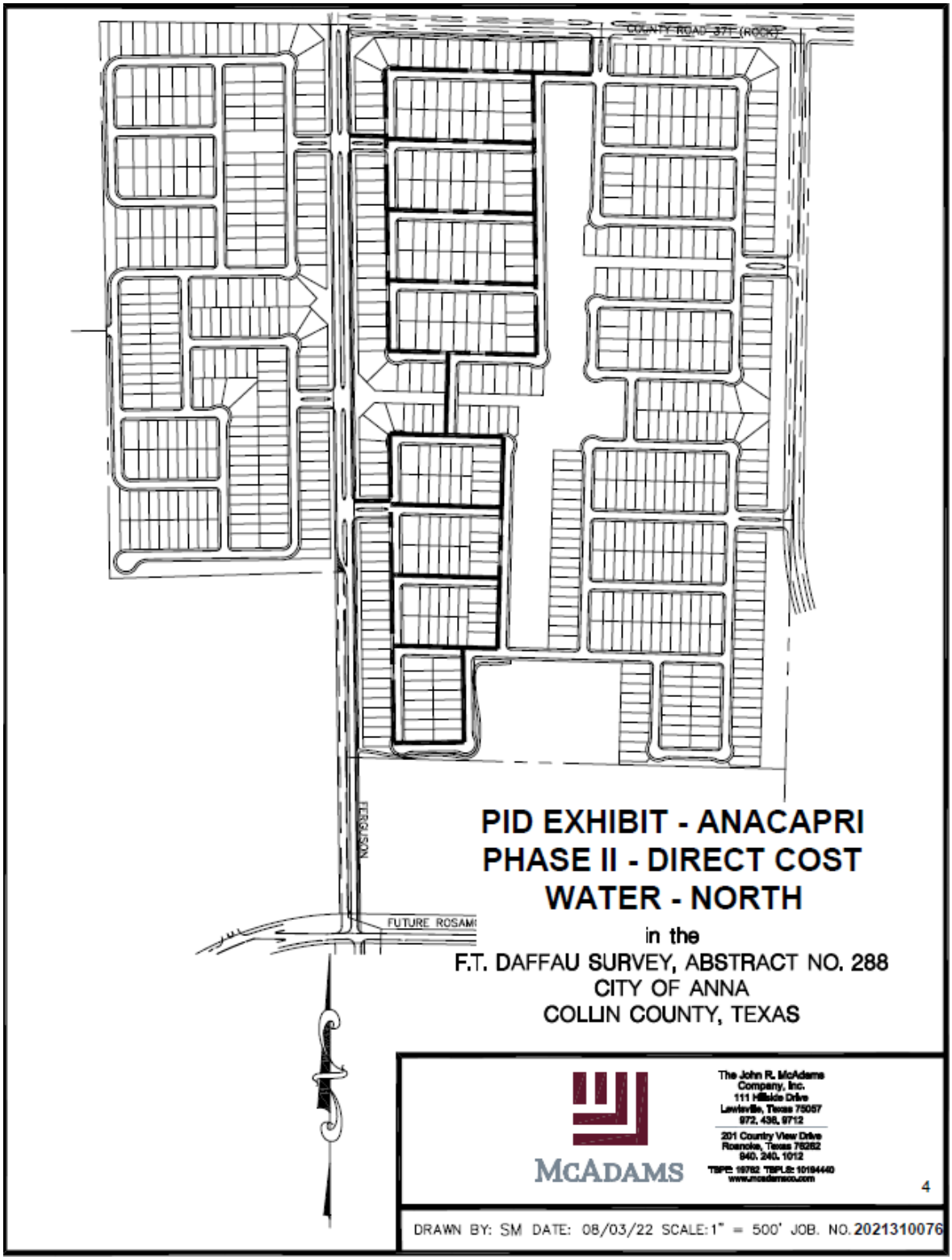
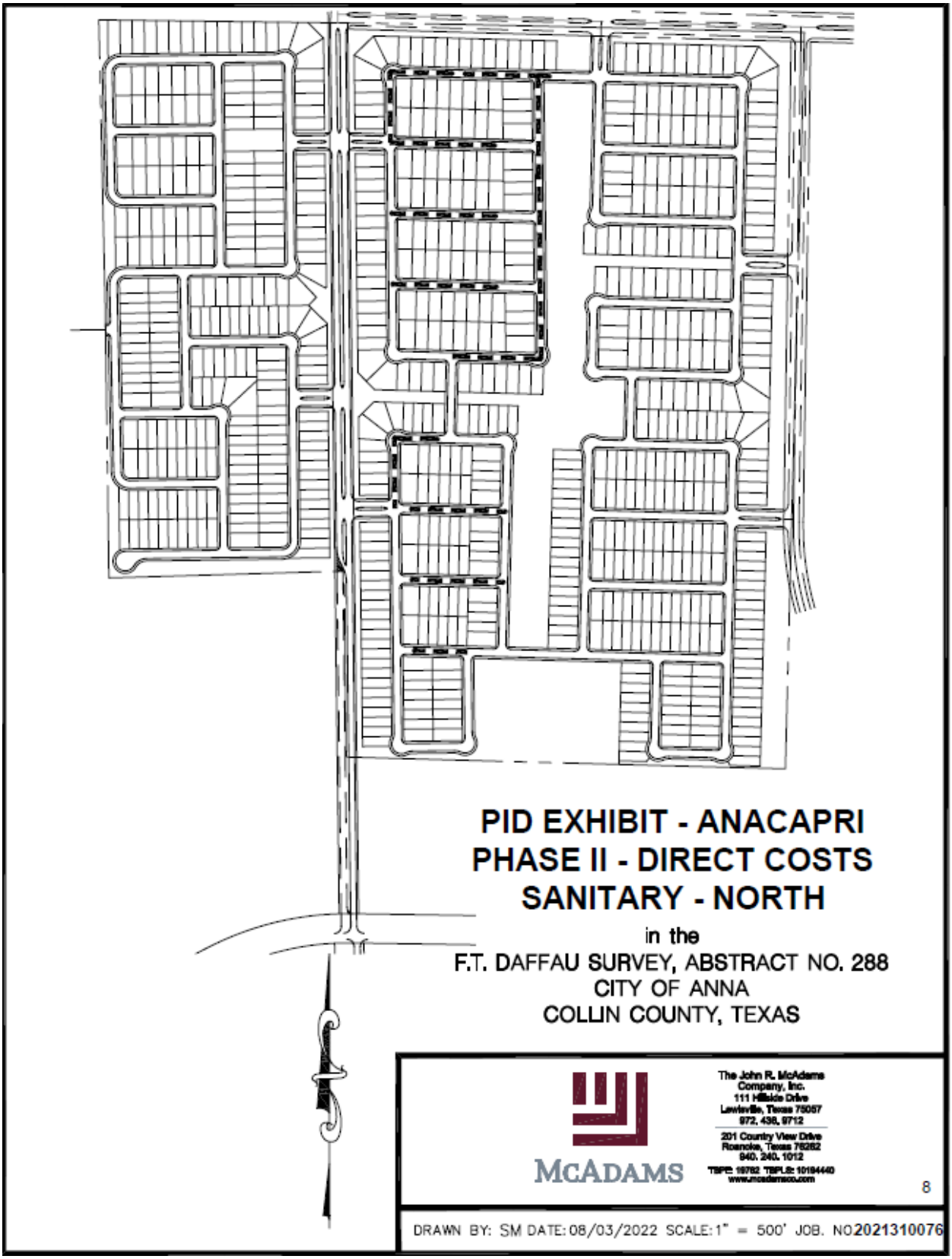
2
DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO 2021310076

Exhibit I-3 – Maps of Improvement Area #2A Improvements

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PHASE II - DIRECT COSTS
SANITARY - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
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201 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
www.mcadamsco.com
8
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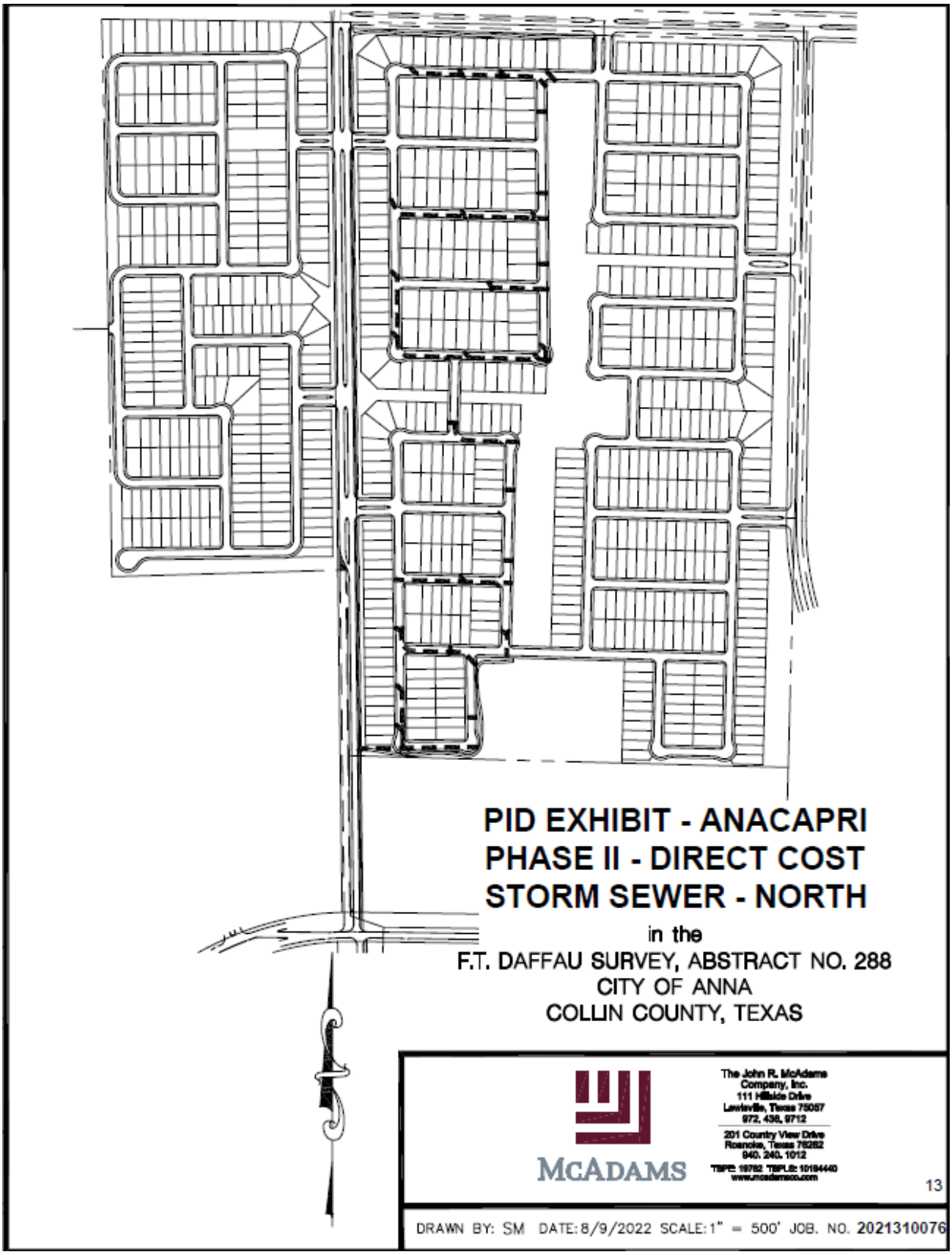
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PHASE II - DIRECT COST
STORM SEWER - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
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111 Hillside Drive
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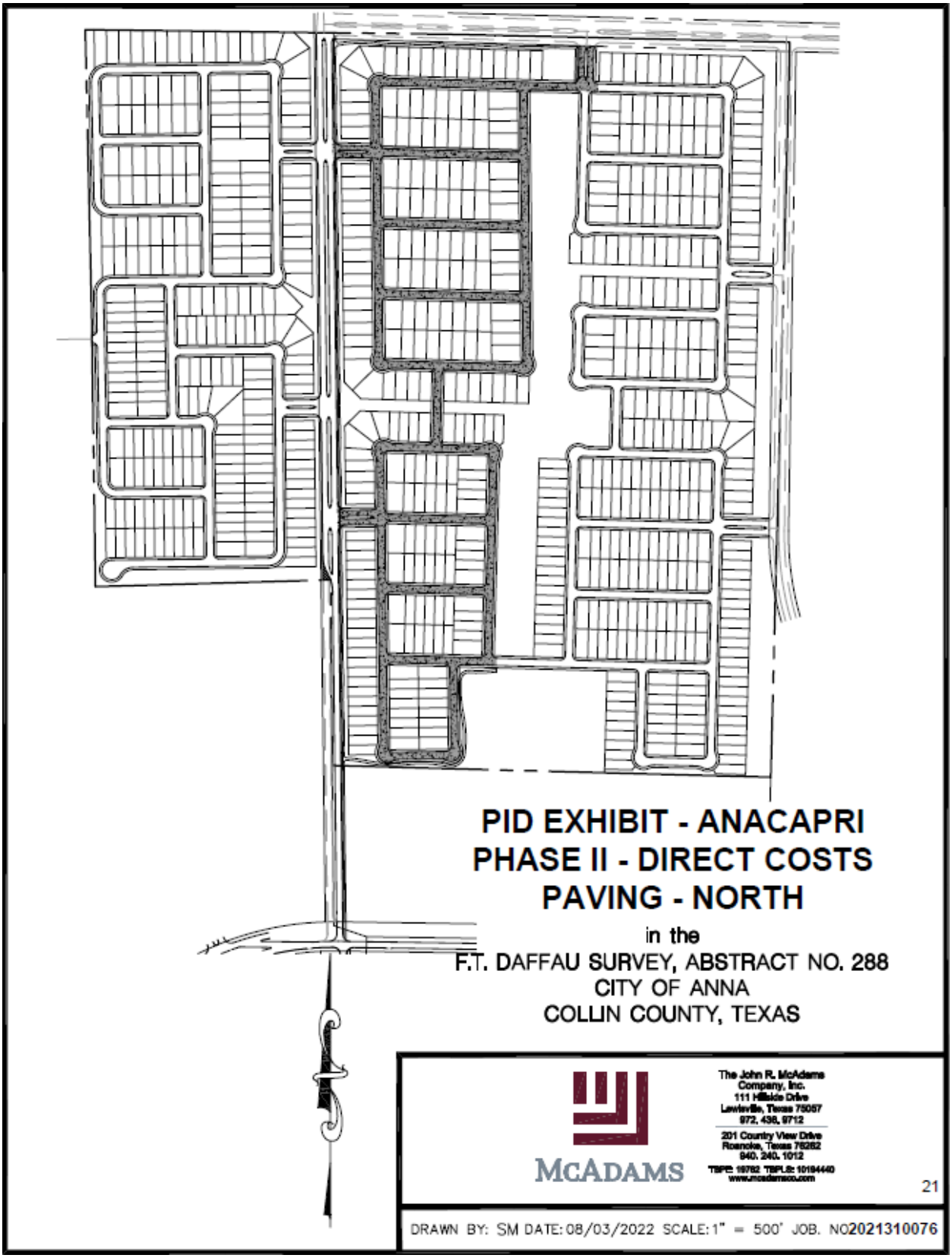
Roanoke, Texas 76262
940. 240. 1012
www.mcadamsco.com
13
DRAWN BY: SM DATE: 8/9/2022 SCALE: 1" = 500' JOB. NO. 2021310076


PID EXHIBIT - ANACAPRI
PHASE II - DIRECT COSTS
PAVING - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
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Roanoke, Texas 76262
940. 240. 1012
www.mcadamsco.com
21
DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO2021310076

Exhibit J – Form of Notice of PID Assessment Termination

P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Collin County Clerk's Office
Honorable [County Clerk]
Collin County Administration Building
2300 Bloomdale Rd, Suite 2106
McKinney, TX 75071

Re: City of Anna Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

Enclosed is a lien release that the City of Anna is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents to my attention:

City of Anna
Attn: City Secretary
120 W. 7th Street
Anna, TX 75409

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

AFTER RECORDING RETURN TO:

[City Secretary Name]
120 W. 7th Street
Anna, TX 75409

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS	**§**	
	§	**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF COLLIN	**§**	

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Anna, Texas, a Texas home rule municipality (the "City").

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Anna, Texas is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits of the City; and

WHEREAS, on April 12, 2022 the City Council of the City approved Resolution No. 2022-04-1140 creating the AnaCapri Public Improvement District (the "District"); and

WHEREAS, the District consists of approximately 279.554 contiguous acres within the corporate limits of the City; and

WHEREAS, on _____, the City Council, approved Ordinance No. _____, (hereinafter referred to as the "Assessment Ordinance") approving a service and assessment plan and assessment roll for the real property located with the District, the Assessment Ordinance being recorded on _____, as Instrument No. _____ in the Official Public Records of Collin County, TX; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") and further imposed a lien to secure the payment of the Lien Amount (the "Lien") against the following property located within the District, to wit:

[legal description], an addition to the City of [City], [County], Texas, according to the map or plat thereof recorded as Instrument No. _____ in the Map Records of Collin County, Texas (the "Property"); and

WHEREAS, the Lien Amount has been paid in full.

RELEASE

NOW THEREFORE, for and in consideration of the full payment of the Lien Amount, the City/County hereby releases and discharges, and by these presents does hereby release and discharge, the Lien to the extent that is affects and encumbers the Property.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

CITY OF ANNA, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

_____
[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [City Manager], City Manager for the City of Anna, Texas, a Texas home rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

Exhibit K-1 – District Legal Description

LEGAL DESCRIPTION OF THE PROPERTY

Tract 1
0.682 Ac

all that certain lot, tract or parcel of land, situated in the Martin Moore Survey, Abstract Number 649 Collin County, Texas, and being part of that certain tract of land described by deed to Kayasa
Holdings LLC, recorded in Instrument Number 20190807000946750, Real Property Records, Collin County, Texas and being more particularly described as follows;
COMMENCING at a 5/8" capped rebar found stamped "LJA Surveying", at the northeast corner of a
certain tract of land, described by deed to Bloomfield Homes LP, recorded in Instrument Number 20200117000076380, Real Property Records, Collin County, Texas, and being the northwest corner of a
certain tract of land, described by deed to Oakwood Village Apartments Inc., recorded in Instrument
Number 20171201001594200, Real Property Records, Collin County, Texas, and being in the south line
of that certain tract of land described by deed to QJR Partnership LTD, recorded in Instrument Number
20020214000237330, Real Property Records, Collin County, Texas;
THENCE S 89°14'43" E, with the north line of said Oakwood Village Apartments tract, and the south line of said QJR tract, a distance of 33.88 feet to a 1" rebar found at the southeast corner thereof, and being on the west line of said Kayasa Holdings tract;
THENCE N 01°16'34" E, with the common line of said Kayasa Holdings tract, and said QJR tract, a
distance of 745.53 feet to a point, from which a 5/8" capped rebar found at the northeast corner thereof bears N 01°16'34" E, a distance of 279.03 feet;
THENCE Southeasterly with the arc of a curve to the right, having a radius of 1260.00 feet, a central angle of 14°39'56", an arc length of 322.51 feet, and whose chord bears S 06°26'13" E, a distance of 321.63 feet;
THENCE S 00°53'45" W, a distance of 460.27 fee to the common line of said Oakwood Village apartments tract, and said Kayasa Holdings tract;
THENCE with the common line of said Oakwood Village Apartments tract, and said Kayasa Holdings tract, the following:

S 87°53'54" W, a distance of 46.30 feet to a 5/8" rebar found;

N 01°16'34" E, a distance of 36.17 feet to the **POINT OF BEGINNING** and containing approximately 0.682 acres of land.

STATE OF TEXAS
REGISTERED
JAMES A. STOWELL
6513
PROFESSIONAL
LAND SURVEYOR

1/28/2022

Tract 2
2.192 Ac

all that certain lot, tract or parcel of land, situated in the John Ellett Survey, Abstract Number
296, Collin County, Texas, and being part of that certain tract of land described by deed to QJR Partnership LTD, recorded in Instrument Number 20020214000237330, Real Property Records, Collin County, Texas and being more particularly described as follows:
BEGINNING at a 5/8" capped rebar found stamped "LJA Surveying", at the northeast corner of a certain tract of land, described by deed to Bloomfield Homes LP, recorded in Instrument Number
20200117000076380, Real Property Records, Collin County, Texas, and being the northwest corner of a certain tract of land, described by deed to Oakwood Village Apartments Inc., recorded in Instrument Number 20171201001594200, Real Property Records, Collin County, Texas, and being in the south line of said QJR tract;
THENCE N 88°54'18" W, with the south line of said QJR tract, and the north line of said Bloomfield tract, a distance of 40.12 feet;
THENCE Northwesterly, with the arc of a curve to the left, having a radius of 1140.00 feet, a central angle of 15°38'20", and an arc length of 311.16 feet, whose chord bears N 06°55'26" W, 310.20 feet;
THENCE Northwesterly, with the arc of a curve to the right, having a radius of 1260.00 feet, a central angle of 13°12'41", an arc length of 290.53 feet, whose chord bears N 08°08'15" W, 289.89 feet to the north line of said QJR tract, and the south line of that certain tract of land, described by deed to DR
Horton-Texas LTD, recorded in Instrument Number 20210212000310470, Real Property Records, Collin County, Texas;
THENCE N 89°23'38" E, with the north line of said QJR tract, and the south line of said DR Horton-Texas LTD, a distance of 120.02 feet, from which a 5/8" capped rebar found at the

southeast corner thereof, being the northeast corner of said QJR tract, and being on the west line of that certain tract of land described by deed to Kayasa Holdings LLC, recorded in Instrument Number 20190807000946750, Real Property Records, Collin County, Texas;
THENCE Southeasterly with the arc of a curve to the left, having a radius of 1140.00 feet, a central angle of 13°06'50", an arc length of 260.93 feet, and whose chord bears S 08°11'11" E, a distance of 260.36 feet;
THENCE Southeasterly with the arc of a curve to the right, having a radius of 1260.00 feet, a central angle of 00°58'25", an arc length of 21.41 feet, and whose chord bears S 14°15'23" E, a distance of 21.41 feet to the common line of said QJR tract and said Kayasa Holdings tract;
THENCE S 01°16'34" W, with the common line of said QJR tract and said Kayasa Holdings tract, a distance of 745.53 feet to the **POINT OF BEGINNING** and containing approximately 2.192 acres of land.

1/28/2022

Tract 3
2.909 Ac

all that certain lot, tract or parcel of land, situated in the Eli W. Witt Survey, Abstract Number
997, Collin County, Texas and being part of that certain tract of land, described by deed to DR HortonTexas LTD, recorded in Instrument Number 20210212000310470, Real Property Records, Collin County, Texas, and being more particularly described as follows:
COMMENCING at a 5/8" capped rebar found stamped "LJA Surveying", at the northeast corner of a
certain tract of land, described by deed to Bloomfield Homes LP, recorded in Instrument Number 20200117000076380, Real Property Records, Collin County, Texas, and being the northwest corner of a
certain tract of land, described by deed to Oakwood Village Apartments Inc., recorded in Instrument Number 20171201001594200, Real Property Records, Collin County, Texas, and being in the south line of that certain tract of land described by deed to QJR Partnership LTD, recorded in Instrument Number 20020214000237330, Real Property Records, Collin County, Texas;
THENCE S 89°14'43" E, with the north line of said Oakwood Village Apartments tract, and said

QJR tract, a distance of 33.88 feet to a 1" rebar found at the southeast corner thereof, and being on the west line of that certain tract of land described by deed to Kayasa Holdings LLC, recorded in Instrument Number 20190807000946750, Real Property Records, Collin County, Texas;

THENCE N 01°16'34" E, with the common line of said Kayasa tract, and said QJR tract, a distance of 1024.56 feet to a 5/8" capped rebar found at the northeast corner thereof, and being the southeast corner of said DR Horton-Texas tract;

THENCE S 89°23'38" W, with the common line of said QJR tract, and said DR Horton-Texas tract, a distance of 48.56 feet to the POINT OF BEGINNING;

THENCE S 89°23'38" W, with the common line of said QJR tract, and said DR Horton-Texas tract, a distance of 120.02 feet;

THENCE over, across and through said DR Horton-Texas tract the following:

Northwesterly with the arc of a curve to the right, having a radius of 1260.00 feet, a central angle of 02°48'28", an arc length of 61.75 feet, and whose chord bears N 00°07'41" W, a
distance of 61.74 feet;

N 01°16'34", a distance of 478.02 feet;

Northeasterly with the arc of a curve to the left, having a radius of 1140.00 feet, a central angle of 01°59'08", an arc length of 39.51 feet, and whose chord bears N 00°17'00" E, a distance of 39.50 feet;

N 00°42'34" W, a distance of 475.25 feet;

Northeasterly with the arc of a curve to the right, having a radius of 1140.00 feet, a central angle of 03°35'22", an arc length of 71.42 feet, and whose chord bears N 89°04'31" E, a distance of
71.41 feet;

S 89°07'47" E, a distance of 48.61 feet, from which a 1/2" capped rebar found stamped "JBI" at an outer ell corner of said DR Horton-Texas tract bears N 49°15'11" E, a distance of 90.49 feet;
S 00°42'34" E, a distance of 475.25 feet;
Southwesterly with the arc of a curve to the right, having a radius of 1260.00 feet, a central angle of 01°59'08", an arc length of 43.66 feet, and whose chord bears S 00°17'00" W, a distance of 43.66;
S 01°16'34" W, a distance of 478.02 feet;
Southeasterly with the arc of a curve to the left, having a radius of 1140.00 feet, a central angle of 02°54'19", an arc length of 57.81 feet, and whose chord bears S 00°10'36" E, a distance of 57.80 feet to the **POINT OF BEGINNING** and containing approximately 2.909 acres of land.

1/28/2022

LEGAL DESCRIPTION
Tract 4
0.590 Ac

BEING all that certain lot, tract or parcel of land, situated in the Eli W. Witt Survey, Abstract Number
997, Collin County, Texas and being part of that certain tract of land, described by deed Anna Texas Land Ltd, recorded in 20140718000750570, Real Property Records, Collin County, Texas and being more particularly described as follows:
BEGINNING at a 1/2" capped rebar set stamped "MCADAMS" at the northwest corner of said Anna
Texas Land tract, and being on the east line of that certain tract of land, described by deed to DR Horton-Texas LTD, recorded in Instrument Number 20210212000310470, Real Property Records, Collin
County, Texas and being the southwest corner of that certain tract of land, described in deed to Anacapri Laguna Azure, LLC, recorded in 20210819001679920, Real Property Records, Collin County, Texas;

THENCE S 88°24′07″ E, with the common line of aid Anna Texas Land tract, and said Anacapri Laguna Azure tract, a distance of 40.15 feet;
THENCE S 00°34′0″ E, a distance of 641.93 feet;
THENCE N 89°07′47″ W, a distance of 20.19 feet;
THENCE Northwesterly with the arc of a curve to the left, having a radius of 1260.00 feet, a central angle of 00°54′5″, an arc length of 19.82 feet, and whose chord bears N 89°34′50″ W, a distance of 19.82 feet to the common line of said Anna Texas Land tract, and said DR Horton-Texas tract, from which a 1/2″ capped rebar found stamped "JBI" at a southwest corner of said Anna Texas Land tract bears S 00°34′00″ E, a distance of 20.17 feet;
THENCE N 00°34′00″ W, with the common line of said Anna Texas Land tract, and said DR Horton-Texas tract, a distance of 642.60 feet to the **POINT OF BEGINNING** and containing approximately 0.590 acres of land.

1/28/2022

LEGAL DESCRIPTION
Tract 5
1.290 Ac

BEING all that certain lot, tract or parcel of land, situated in the Eli W. Witt Survey, Abstract Number
997, Collin County, Texas and being part of that certain tract of land, described by deed to DR HortonTexas LTD, recorded in Instrument Number 20210212000310470, Real Property Records, Collin County, Texas, and being more particularly described as follows:
BEGINNING at a 1/2″ capped rebar set stamped "MCADAMS" on the east line of said DR Horton-Texas tract, and being the southwest corner of that certain tract of land, described in deed to Anacapri Laguna Azure, LLC, recorded in 20210819001679920, Real Property Records, Collin County, Texas, and being the northwest corner of that certain tract of land, described in deed to Anna Texas Land Ltd, recorded in 20140718000750570, Real Property Records, Collin County, Texas;
THENCE S 00°34′00″ E, with the common line of said Anna Texas Land tract, and said DR Horton-Texas tract, a distance of 642.60 feet to a point, from which a 1/2″ capped rebar found stamped "JBI" at the southwest corner of the aforementioned Anna Texas Land tract bears S

00°34′00″ E, a distance of 20.17 feet;
THENCE Southwesterly with the arc of a curve to the left, having radius of 1260.00 feet, a central angle of 01°49′09″, an arc length of 40.00 feet, and whose chord bears S 89°03′34″ W, a distance of 40.00 feet;
THENCE N 00°34′00″ W, a distance of 1404.42 feet to a north line of said DR Horton-Texas tract, and being on a southwest line of said Anacapri Laguna Azure tract;
THENCE N 88°20′56″ E, with the common line of said DR Horton-Texas tract, and said Anacapri Laguna Azure tract, a distance of 40.01 feet, to a 1/2″ capped rebar found at a northeasterly corner thereof;
THENCE S 00°34′00″ E, with the common line of said DR Horton-Texas tract, and said Anacapri Laguna Azure tract, a distance of 762.32 feet to the **POINT OF BEGINNING** and containing approximately 1.290 acres of land.

STATE OF TEXAS
REGISTERED
JAMES A. STOWELL
6513
PROFESSIONAL
LAND SURVEYOR

1/28/2022

PID LEGAL DESCRIPTION
97.716 Acres
Phase IA, IB, IC

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau Survey, Abstract Number 288,
Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to
Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two-J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas:
BEGINNING at a 1″ pipe found at the northeast corner of said 60.549 acre tract, being the approximate northeast corner of said Daffau Survey, being the northwest corner of that certain tract of land, described in deed to Jose Facundo and wife, Josefina O. Facundo, recorded in Volume 4625, Page 759, Deed Records, Collin County, Texas, and being on the south line of County Road 370, and the south line of a variable width right-of-way dedication, as dedicated by

plat of Anna High School Addition, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2011-177, Plat Records, Collin County, Texas; **THENCE** S 00°31'10" W, with the east line of said 111.666 acre tract, and the west line of said Facundo tract, a distance of 246.52 feet to a 3/8" rebar found at the southwest corner thereof, and being the northwest corner of West Crossing Phase 9, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2020-243, Plat Records, Collin County, Texas;
THENCE S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West
Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1574.05 feet to a 1/2" capped rebar set stamped "McAdams" at the southwest corner thereof, and being the northwest corner of West Crossing Phase 5, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2016-554, Plat Records, Collin County, Texas;
THENCE S 00°24'48" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 5, a distance of 868.25 feet to a 1/2" capped rebar found stamped "JBI" at the southeast corner of the aforementioned 111.666 acre tract, and being the southwest corner of a 40' right-of-way dedication, as shown on said West Crossing Phase 5, and being on the north line of Hackberry Drive as dedicated by plat of Avery Pointe Phase 1, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2016-454, Plat Records, Collin County, Texas;
THENCE N 89°08'24" W, with the south line of said 111.666 acre tract, and the north line of said Hackberry Drive, a distance of 988.77 feet to a 1/2" capped rebar found stamped "JBI" at the common south corner of said Two-J Partners tracts of land;
THENCE N 89°49'39" W, with the south line of said 111.666 acre tract, and the north line of said Hackberry Drive, a distance of 316.19 feet to a 1/2" capped rebar set stamped "McAdams", from which the southwest corner of said 111.666 acre tract, and the southeast corner of that certain tract of land, described in deed to QJR Partnership, Ltd, recorded in Volume 5106, Page 2380, Deed Records, Collin County, Texas, bears N 88°49'39" W, a distance of 535.51 feet, from which a 1/2" rebar found disturbed bears S 56°31' E, 0.5 feet;

THENCE over, across, and through said 111.666 acre tract, the following:

N 00°00'00" E, a distance of 398.32 feet to a 1/2" capped rebar set stamped "McAdams" at a point of curvature, of a curve to the left;
Northwesterly with the arc of said curve to the left, having a radius of 1200.00 feet, a central angle of 30°27'50", an arc length of 638.03 feet, and whose chord bears N 15°13'55" W, a distance of 630.55 feet to a 1/2" capped rebar set stamped "McAdams";
N 30°27'50" W, a distance of 391.27 feet to a 1/2" capped rebar set stamped "McAdams" at a point of curvature, of a curve to the right;
Northwesterly, with the arc of said curve to the right, having a radius of 1000.00 feet, a central angle of 31°21'34", an arc length of 547.33 feet, and whose chord bears N 14°47'03" W, a

distance of 540.52 feet to a 1/2" capped rebar set stamped "McAdams";
S 89°26'24" W, a distance of 15.28 feet to the west line of said 111.666 acre tract and to the east line of that certain tract of land, described in deed to QJR Partnership, Ltd, recorded in Volume 5106, Page 2380, Deed Records, Collin County, Texas;

THENCE N 00°33'36" E, with the west line of said 111.666 acre tract, and the east line of said QJR Partnership tract, a distance of 784.11 feet to a 5/8" capped rebar found stamped "LJA" at the northeast corner thereof, being the northwest corner of said 111.666 acre tract, and being on the south line of QJR Partnership tract recorded in Document Number 20020214000237330, Deed Records, Collin County, Texas;
THENCE S 89°14'43" E, with the north line of said 111.666 acre tract, and the south line of said QJR Partnership tract, a distance of 33.88 feet to a 1" rebar found, and being on the west line of that certain called 59.534 acre tract of land, described in deed to Jonic Investments, recorded in Instrument Number 20150605000666010, Official Public Records, Collin County, Texas;
THENCE S 01°16'34" W, with the north line of said 111.666 and the west line of said Jonic Investments tract, a distance of 36.17 feet to a 5/8" rebar found on the south line of said County Road 370;
THENCE N 87°53'54" E, with the north line of said 111.666 acre tract, and the south line of said Jonic Investments tract, passing at a distance of 680.35 feet, a 5/8" rebar found in said County Road 370, being the southwest corner of that certain called 2.460 acre tract of land, described in deed to the City of Anna, recorded in Volume 4792, Page 2386, Deed Records, Collin County, Texas, continuing with the south line thereof, a total distance of 813.32 feet to a 5/8" rebar found in said County Road 370, from which a 5/8" rebar found for witness bears S 00°26' E, a distance of 30.0 feet;
THENCE N 87°36'59" E with the south line of said City of Anna Tract, passing at 167.15 feet the southeast corner thereof, continuing with the south line of said Jonic Investments tract, a total distance of 472.80 feet to a 1/2" rebar found at the southeast corner thereof, being the southwest corner of said right-of-way dedication shown on Anna High School Addition;
THENCE N 89°35'09" E, with the north line of said Welch tract, and the south line of said right-of-way dedication, a distance of 517.45 feet to the **POINT OF BEGINNING** and containing approximately 97.716 acres of land

1/28/2022

PID LEGAL DESCRIPTION
179.573 Acres
Phase III

BEING all that certain lot, tract, or parcel of land, situated in the Eli W. Witt Survey, Abstract Number 997, and the S. E. Roberts Survey, Abstract Number 786, Collin County, Texas, and being all of that certain called 80.000 acre tract of land, described in deed to Anacapri Laguna Azure, LLC, recorded in Document Number 20210819001679940, Real Property Records, Collin County, Texas, and being all of that certain called 95.444 acre tract of land described in deed to Anacapri Laguna Azure, LLC, recorded in Document Number 20210819001679920, Real Property Records, Collin County, Texas, and being more particularly described as follows:
BEGINNING at a PK Nail found in at the intersection of County Road No. 369, and County Road No. 371, and being the northwest corner of that certain tract of land described in deed to Howard J Cox etal, recorded in Volume 1995, Page 577, Deed Records, Collin County, Texas;
THENCE S 01°29′21″ W, with the east line of said 80.000 acre tract, and with the approximate center of the abandoned county road 369, a distance of 3021.11 feet to a 1/2″ rebar found (disturbed), and being the northeast corner of that certain tract of land, described in deed to Anna Texas Land, LTD, recorded in Document Number 20140718000750570, Real Property Records, Collin County, Texas;
THENCE N 88°29′03″ W, with the north line of said Anna Texas Land tract, and the south line of said 80.000 acre tract, passing at a distance of 1211.75 feet the southwest corner thereof, and being the southeast corner of said 95.444 acre tract, continuing with the south line thereof, a total distance of 1804.50 feet to a 1/2″ capped rebar set stamped "MCADAMS" on the east line of that certain tract of land, described in deed to DR Horton-Texas LTD, recorded in Document Number 202102120000310470, Real Property Records, Collin County, Texas;
THENCE with the common line of said 95.444 acre tract, and said DR Horton-Texas tract, the following:

N 00°34′00″ W, a distance of 762.32 feet to a 1/2″ capped rebar found;
S 88°20′56″ W, a distance of 967.09 feet;
N 00°46′28″ W, a distance of 1103.04 feet;
N 01°17′06″ W, a distance of 1185.78 feet to a point in the approximate center of County Road 371;

THENCE S 89°17′15″ E, with the north line of said 95.444 acre tract, and with said County Road 371, a distance of 1496.53 feet;
THENCE S 88°41′44″ E, with said Country Road 371, and with the north line of said 95.444 acre tract of land, passing at a distance of 190.26 feet a PK nail found at the northeast corner thereof, and being the northwest corner of said 80.000 acre tract, and continuing with the north line thereof, a total distance of 591.09 feet to a PK Nail found;
THENCE S 88°38′19″ E, with the north line of said 80.000 acre tract, and said County Road 371, a
distance of 810.84 feet to the POINT OF BEGINNING and containing approximately 179.573

acres of land.

STATE OF TEXAS
REGISTERED
JAMES A. STOWELL
6513
PROFESSIONAL
LAND SURVEYOR

1/29/2022

Exhibit K-2 – Improvement Area #1 Legal Description

LEGAL DESCRIPTION
PHASE 1A

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau Survey, Abstract Number 288, Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two-J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas:

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

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

THENCE S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1096.45 feet to a 1/2" capped rebar set stamped "McAdams" at the POINT OF BEGINNING;

THENCE S 00°27'59" W, with the west line of said West Crossing Phase 7, a distance of 477.60 feet to a 1/2" capped rebar set stamped "McAdams" at southwest corner thereof, and being the northwest corner of West Crossing Phase 5, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2016-554, Plat Records, Collin County, Texas;

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

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

THENCE N 89°49'39" W, with the south line of said 111.666 acre tract, and the north line of said Hackberry Drive, a distance of 316.19 feet to a 1/2" capped rebar set stamped "McAdams", from which the southwest corner of said 111.666 acre tract, and the southeast corner of that certain tract of land, described in deed to QJR Partnership, Ltd, recorded in Volume 5106, Page 2380, Deed Records, Collin County, Texas, bears N 88°49'39" W, a distance of 535.51 feet, from which a 1/2" rebar found disturbed bears S 56°31' E, 0.5 feet;

THENCE over, across, and through said 111.666 acre tract, the following:

N 00°00'00" E, a distance of 398.32 feet to a 1/2" capped rebar set stamped "McAdams" at a point of curvature, of a curve to the left;

Northwesterly with the arc of said curve to the left, having a radius of 1200.00 fet, a central angle of 30°27'50", an arc length of 638.03 feet, and whose chord bears N 15°13'55" W, a distance of 630.55 feet to a 1/2" capped rebar set stamped "McAdams";

N 30°27'50" W, a distance of 70.55 feet to a 1/2" capped rebar set stamped "McAdams";

N 59°32'10" E, a distance of 315.07 feet to a 1/2" capped rebar set stamped "McAdams";

S 31°57'15" E, a distance of 15.01 feet to a 1/2" capped rebar set stamped "McAdams";

N 59°32'10" E, a distance of 920.31 feet to a 1/2" capped rebar set stamped "McAdams";

S 31°57'15" E, a distance of 353.27 feet to a 1/2" capped rebar set stamped "McAdams" at the point of curvature of a curve to the right;

Southeasterly with the arc of said curve to the right, having a radius of 825.00 feet, a central angle of 10°14'08", an arc length of 147.38 feet, and whose chord bears S 26°50'11" E, a distance of 147.18 feet to a 1/2" capped rebar set stamped "McAdams";

N 68°37'07" E, a distance of 204.22 feet to the POINT OF BEGINNING and containing approximately 44.177 acres of land.

LEGAL DESCRIPTION
PHASE 1B

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

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

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

THENCE S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1101.68 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 68°37'07" W, a distance of 204.22 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE northwesterly with the arc of a curve to the left, having a radius of 825.00 feet, a central angle of 09°24'45", an arc length of 135.53 feet, and whose chord bears N 26°25'30" W, a distance of 135.38 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 353.27 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE S 59°32'10" W, a distance of 800.27 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 140.01 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE N 31°31'27" W, a distance of 42.14 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 29°49'35" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 28°01'44" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 26°13'53" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 24°26'02" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 22°37'18" W, a distance of 43.63 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 20°48'29" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 18°58'39" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 17°09'05" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 15°19'30" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 13°29'56" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 11°40'21" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 10°02'24" W, a distance of 34.53 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 09°07'37" W, a distance of 9.30 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 08°01'12" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 06°11'38" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 04°37'45" W, a distance of 43.83 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 01°58'05" W, a distance of 58.50 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 01°01'36" W, a distance of 25.01 feet to a 1/2" capped rebar set stamped "McAdams";

N 00°53'45" E, a distance of 494.84 feet to a 1/2" capped rebar set stamped "McAdams" to the north line of said 111.666 acre tract, and the south line of that certain tract of land, described in deed to Kayasa Holdings LLC, recorded in Instrument Number 20190807000946750. Official Public Records, Collin County, Texas;

THENCE N 87°53'54" E, with the north line of said 111.666 acre tract, and the south line of said Kayasa Holdings tract, passing at a distance of 303.60 feet, a 5/8" rebar found in said County Road 370, being the southwest corner of that certain called 2.460 acre tract of land, described in deed to the City of Anna, recorded in Volume 4792, Page 2386, Deed Records, Collin County, Texas, continuing with the south line thereof, a total distance of 436.56 feet to a 5/8" rebar found in said County Road 370, from which a 5/8" rebar found for witness bears S 00°26' E, a distance of 30.0 feet;

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

THENCE N 89°35'09" E, with the north line of said Welch tract, and the south line of said right-of-way dedication, a distance of 517.45 feet to the POINT OF BEGINNING and containing approximately 38.822 acres of land.

LEGAL DESCRIPTION
PHASE 1B
TRACT 2

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

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

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

THENCE S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1101.68 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 68°37'07" W, a distance of 204.22 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE northwesterly with the arc of a curve to the left, having a radius of 825.00 feet, a central angle of 09°24'45", an arc length of 135.53 feet, and whose chord bears N 26°25'30" W, a distance of 135.38 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 353.27 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE S 59°32'10" W, a distance of 920.31 to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 15.01 feet to the POINT OF BEGINNING, being a 1/2" capped rebar set stamped "McAdams";

THENCE S 59°32'10" W, a distance of 50.02 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 133.23 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE northwesterly with the arc of a curve to the right, having a radius of 1545.00 feet, a central angle of 19°40'59", an arc length of 530.76 feet, and whose chord bears N 22°06'45" W, a distance of 528.16 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 77°43'44" W, a distance of 120.00 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE southeasterly with the arc of a curve to the left, having a radius of 1665.00 feet, a central angle of 4°27'41", an arc length of 129.65 feet, and whose chord bears S 14°30'06" E, a distance of 129.61 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 73°16'03" W, a distance of 72.92 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE northwesterly with the arc of a curve to the right, having a radius of 1110.00 feet, a central angle of 13°58'13", an arc length of 270.65 feet, and whose chord bears N 06°25'31" W, a distance of 269.98 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 00°33'36" E, a distance of 178.28 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 89°26'24" E, a distance of 28.69 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 88°08'20" E, a distance of 170.00 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE southeasterly with the arc of a curve to the left, having a radius of 1495.00 feet, a central angle of 30°05'35", an arc length of 785.21 feet, and whose chord bears S 16°54'27" E, a distance of 776.22 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 31°57'15" E, a distance of 134.53 feet to the POINT OF BEGINNING and containing approximately 2.387 Acres (103,970 Square Feet) of land.

LEGAL DESCRIPTION
PHASE 1C

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau survey, Abstract Number 288, Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two-J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas, and being all of Lot 1x, Block S, Anacapri, Phase 1B, an addition to the City of Anna, according to the plat thereof, recorded in Document Number, Plat Records, Collin County, Texas, and being more particularly described as follows:

Beginning at a 5/8" capped rebar found, at the northwest corner of said Oakwood tract, same being the northeast corner of a certain tract of land, described by deed to Bloomfield Homes LP, recorded in Instrument Number 2020011700007680, Deed Records, Collin County, Texas, and being in the south line of a certain tract of land, described by deed to QJR Partnership, LTD, recorded in Instrument Number 20020214000237330, Deed Records, Collin County, Texas;

THENCE S 89°14'43" E, with the north line of said Oakwood tract, same being the south line of said QJR tract, a distance of 33.88 feet to a 1" rebar found, at the southeast corner thereof, being in the north line of said Oakwood tract, same being the west line of a certain tract of land described by deed to Kayasa Holdings, LLC, recorded in Instrument Number 20190807000946750, Deed Records, Collin County, Texas;

THENCE S 01°16'34" W, with the north line of said oakwood tract, same being the west line of said kayasa tract, a distance of 36.17 feet to a 5/8" rebar found at the southwest corner thereof, and being in the north line of said oakwood tract;

THENCE N 87°53'54" E, with the north line of said Oakwood tract, and the south line of said Kayasa tract, a distance of 142.23 to a 1/2" capped rebar set, stamped "MCADAMS", at the northwest corner of a certain called 0.773 acre Variable Width Right-of-way Dedication to the City of Anna, according to said Anacapri, Phase 1B, and being in the north line of said Oakwood tract;

THENCE with the west line of said Anacapri, Phase 1B the following 21 bearings and distances:

> S 00°53'45" W, a distance of 460.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";
>
> S 01°01'36" E a distance of 25.01 feet to a 1/2" capped rebar set, stamped "MCADAMS";
>
> S 01°58'05" E, a distance of 58.50 feet to a 1/2" capped rebar set, stamped "MCADAMS";
>
> S 04°37'45" E, a distance of 43.83 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 06°11'38" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 08°01'12" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 09°07'37" E, a distance of 9.30 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 10°02'24" E, a distance of 34.53 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 11°40'21" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 13°29'56" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 15°19'30" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 17°09'05" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 18°58'39" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 20°48'29" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 22°37'18" E, a distance of 43.63 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 24°26'02" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 26°13'53" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 28°01'44" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 29°49'35" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 31°31'27" E, a distance of 42.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 31°57'15" E, a distance of 140.01 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southwest corner of Lot 1X, of said Anacapri, Phase 1B, and being in the north line of Capo Verde Drive (called Variable Width Right-of-way), according to plat of Anacapri Phase 1A, an

addition to the City of Anna, according to the plat thereof recorded in Instrument Number, Plat Records, Collin County, Texas;

THENCE S 59°32'10" W, with the north line of said Capo Verde Drive, a distance of 120.04 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 31°57'15" W, with the north line of said Capo Verde Drive, a distance of 15.01 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Lot 1X;

THENCE S 59°32'10" W, with the north line of said Capo Verde Drive, and the most southeasterly south line of said Lot 1X, passing the most southeasterly southwest corner thereof at a distance of 50.02 feet, passing the northeast intersection of said Capo Verde Drive and Ferguson Parkway at a distance of 255.08, continuing a total distance of 315.07 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 30°27'50" W, a distance of 320.72 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE northwesterly with the arc of a curve to the right, having a radius of 1000.00 feet, a central angle of 31°21'34", and an arc length of 547.33 feet, whose chord bears N 14°47'03" W, 540.52 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 89°26'24" W, a distance of 15.28 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the west line of said Oakwood tract, and being in the east line of said Bloomfield tract;

THENCE N 00°33'36" E, with the west line of said Oakwood tract, and the east line of said Bloomfield tract a distance of 784.11 feet to the POINT OF BEGINNING and containing approximately 14.717 acres of land.

STATE OF TEXAS
REGISTERED
JAMES A. STOWELL
6513
PROFESSIONAL
LAND SURVEYOR

7/29/2022

Exhibit K-3 – Improvement Area #2 Legal Description

LEGAL DESCRIPTION
PHASE 2
66.262 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being part of that certain tract of land, called 84.000 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679940, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail Found in County Road 371, same being the northeast corner of said 84.000 acre tract, same being the northwest corner of a certain tract of land, described as Tract 1 by deed to Eleanor Katherine Cox Cunningham and Howard Joseph Cox, Jr., recorded in Volume 1995, Page 577, Deed Records, Collin County, Texas, same being the southwest corner of a certain 45-foot right-of-way dedication, recorded in Cabinet Q, Page 668, Plat Records, Collin County, Texas, and being the southeast corner of a certain tract of land, described by deed to Howard J. Cox ET AL, recorded in Instrument Number 1995000000577, Deed Records, Collin County, Texas;

THENCE N 88°38'19" W, with the north line of said 84.000 acre tract, and the south line of said Cox ETAL tract, and County Road 371, a distance of 795.08 feet to the POINT OF BEGINNING being a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over across and through said 84.000 acre tract the following twenty-six (26) calls:

S 01°34'27" W, a distance of 230.33 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 65.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 495.79 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°53'18" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 60°40'22", and an arc length of 52.95 feet, whose chord bears S 02°08'03" E, 50.51 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 57°31'46" W, a distance of 24.65 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 117.60 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 609.92 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°29'20" W, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 560.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 111.02 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 101°58'39", and an arc length of 88.99 feet, whose chord bears S 25°56'05" W, 77.70 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 11°44'24" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 171.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°53'18" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears S 43°25'33" E, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 78°15'36" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 78.94 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 240.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 83.08 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 75°06'42" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 134°48'58", and an arc length of 117.65 feet, whose chord bears S 50°47'40" W, 92.33 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 111.89 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 815.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 163.38 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over across and through said 84.000 acre tract, and said 95.444 acre tract the following five (5) calls:

N 88°25'33" W, passing the west line of said 84.000 acre tract, same being the east line of said 95.444 acre tract, continuing a distance of 140.87 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 00°42'34" E, a distance of 302.85'to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°01'25" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears S 44°17'26" W, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°35'53" W, a distance of 24.48 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the easterly south line of said 95.444 acre tract, same being the north line of a certain tract of land described by deed to Anna Texas Land, LTD, recorded in Instrument Number 20140718000750570, Deed Records, Collin County, Texas, from which a 1/2" rebar found, at the southeast corner of said 95.444 acre tract, same being the southwest corner of said 84.000 acre tract, bears S 88°24'07" E, 126.55 feet;

THENCE N 88°24'07" W, with the easterly south line of said 95.444 acre tract, and the north line of said Anna Texas Land tract, a distance of 466.08 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the most easterly southwest corner of said 95.444 acre tract, same being the northwest corner of said Anna Texas Land tract, and being in the east line of a certain tract of land, described by deed to DR Horton-Texas, LTD, recorded in Instrument Number 20210212000310470, Deed Records, Collin County, Texas;

THENCE N 00°34'00" W, with the most southerly west line of said 95.444 acre tract, and being the most southerly east line of said DR Horton tract, a distance of 762.32 feet to a 1/2" capped rebar found (yellow cap) at the inner ell of said 95.444 acre tract, same being the most southerly northeast corner of said DR Horton tract;

THENCE S 88°20'56" W, with the most westerly south line of said 95.444 acre tract, and the most easterly north line of said DR Horton tract, a distance of 38.41 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 00°42'34" W, a distance of 2250.12 feet to a 1/2" capped rebar set, stamped "MCADAMS" being in the north line of said 95.444 acre tract, and the south line of a certain tract of land, described by deed to Laura Collins, recorded in Instrument Number 19940310000236490, Deed Records, Collin County, Texas;

THENCE S 89°17'15" E, with the north line of said 95.44 acre tract, and the south line of said Laura Collins tract, and the south line of County Road 371, a distance of 554.53 to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Laura Collins tract, being in the north line of said 95.444 acre tract, being in County Road 371, and being the southwest corner of a called 60-foot right-of-way dedication to the City of Anna, recorded in Cabinet Q, Page 604, Plat Records, Collin County, Texas;

THENCE S 88°41'44" E, with the south line of said 60' ROW dedication, County Road 371, and the north line of said 95.444 acre tract, passing a PK Nail Found at the northeast corner thereof, same being the northwest corner of said 84.000 acre tract, at a distance of 190.26 feet, continuing with the north line thereof, passing the southeast corner of said 60' ROW dedication, same being the southwest corner of Bryant Farm Road, passing a PK Nail with shiner, stamped J.F. Smith 3700, at a distance of 587.18 feet, a continuing a total distance of 591.09 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Bryant Farm Road, same being the southwest corner of said Cox ETAL tract;

THENCE S 88°38'19" E, with the north line of said 84.000 acre tract and the south line of said Cox ETAL tract, a distance of 15.75 feet to the POINT OF BEGINNING and being approximately 66.262 acres of land.

LEGAL DESCRIPTION
Phase 3
48.585 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar set stamped "MCADAMS" at the northwest corner of said Anacapri Laguna Azure tract, and being in County Road 371;

THENCE S 89°17'15" E, with the north line of said Anacapri Laguna Azure tract, and with the approximate center of Country Road 371, a distance of 941.99 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 00°42'34" W, a distance of 2250.12 feet to a 1/2" capped rebar set stamped "MCADAMS" on a south line of said Anacapri Laguna Azure tract, from which a 1/2" capped rebar found at an inner elle corner thereof bears N 88°20'56" E, 38.41 feet;

THENCE S 88°20'56" W, with a south line of said Anacapri Laguna Azure tract, and a north line of that certain tract of land, described in deed to DR Horton-Texas LTD, recorded in Document Number 20210212000310470, Real Property Records, Collin County, Texas, a distance of 928.68 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 00°46'28" W, with the common line of said Anacapri Laguna Azure tract, and said DR Horton tract, a distance of 1103.04 feet to a 1/2" capped rebar set stamped "MCADAMS"

THENCE N 01°17'06" W, continuing with the common line thereof, a distance of 1185.78 feet to the POINT OF BEGINNING and containing approximately 48.585 acres of land.

LEGAL DESCRIPTION
PHASE 4
64.604 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being part of that certain tract of land, called 84.000 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679940, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail Found in County Road 371, same being the northeast corner of said 84.000 acre tract, same being the northwest corner of a certain tract of land, described as Tract 1 by deed to Eleanor Katherine Cox Cunningham and Howard Joseph Cox, Jr., recorded in Volume 1995, Page 577, Deed Records, Collin County, Texas, same being the southwest corner of a certain 45-foot right-of-way dedication, recorded in Cabinet Q, Page 668, Plat Records, Collin County, Texas, and being the southeast corner of a certain tract of land, described by deed to Howard J. Cox ET AL, recorded in Instrument Number 1995000000577, Deed Records, Collin County, Texas;

THENCE S 01°29'20" W, with the east line of said Anacapri tract recorded in 20210819001679920, and with the west line of said Tract 1, passing the southwest corner thereof, being the northwest corner of that certain tract of land, described in deed to LGI Homes-Texas, LLC, recorded in Instrument Number 201908200001009780, Deed Records, Collin County, Texas, and continuing with the west line thereof, a total distance of 3021.11 feet to a 1/2" rebar found at the southwest corner of the aforementioned Anacapri tract;

THENCE N 88°29'03" W, with the south line of said Anacapri tract recorded in 20210819001679920, a distance of 1211.75 feet a 1/2" rebar found at the southwest corner thereof, and being the southeast corner of said Anacapri tract recorded in 20210819001679940;

THENCE N 88°24'07" W, with the south line of said Anacapri tract, recorded in 20210819001679940, a distance of 126.55 feet;

THENCE over across and through said 84.000 acre tract, and said 95.444 acre tract the following:

N 01°35'53" E, a distance of 24.48 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears N 44°17'26" E, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 14°01'25" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 00°42'34" W, a distance of 302.85'to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 140.87 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 163.38 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 815.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 111.89 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 134°48'58", and an arc length of 117.65 feet, whose chord bears N 50°47'40" E, 92.33 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 75°06'42" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 83.08 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 240.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 78.94 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 78°15'36" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears N 43°25'33" W, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 14°53'18" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 171.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 11°44'24" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Exhibit K-4 – Improvement Area #2A Legal Description

LEGAL DESCRIPTION
PHASE 2
66.262 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being part of that certain tract of land, called 84.000 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679940, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail Found in County Road 371, same being the northeast corner of said 84.000 acre tract, same being the northwest corner of a certain tract of land, described as Tract 1 by deed to Eleanor Katherine Cox Cunningham and Howard Joseph Cox, Jr., recorded in Volume 1995, Page 577, Deed Records, Collin County, Texas, same being the southwest corner of a certain 45-foot right-of-way dedication, recorded in Cabinet Q, Page 668, Plat Records, Collin County, Texas, and being the southeast corner of a certain tract of land, described by deed to Howard J. Cox ET AL, recorded in Instrument Number 1995000000577, Deed Records, Collin County, Texas;

THENCE N 88°38'19" W, with the north line of said 84.000 acre tract, and the south line of said Cox ETAL tract, and County Road 371, a distance of 795.08 feet to the POINT OF BEGINNING being a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over across and through said 84.000 acre tract the following twenty-six (26) calls:

S 01°34'27" W, a distance of 230.33 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 65.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 495.79 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°53'18" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 60°40'22", and an arc length of 52.95 feet, whose chord bears S 02°08'03" E, 50.51 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 57°31'46" W, a distance of 24.65 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 117.60 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 609.92 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°29'20" W, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 560.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 111.02 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 101°58'39", and an arc length of 88.99 feet, whose chord bears S 25°56'05" W, 77.70 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 11°44'24" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 171.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°53'18" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears S 43°25'33" E, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 78°15'36" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 78.94 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 240.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 83.08 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 75°06'42" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 134°48'58", and an arc length of 117.65 feet, whose chord bears S 50°47'40" W, 92.33 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 111.89 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 815.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 163.38 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over across and through said 84.000 acre tract, and said 95.444 acre tract the following five (5) calls:

N 88°25'33" W, passing the west line of said 84.000 acre tract, same being the east line of said 95.444 acre tract, continuing a distance of 140.87 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 00°42'34" E, a distance of 302.85'to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°01'25" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears S 44°17'26" W, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°35'53" W, a distance of 24.48 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the easterly south line of said 95.444 acre tract, same being the north line of a certain tract of land described by deed to Anna Texas Land, LTD, recorded in Instrument Number 20140718000750570, Deed Records, Collin County, Texas, from which a 1/2" rebar found, at the southeast corner of said 95.444 acre tract, same being the southwest corner of said 84.000 acre tract, bears S 88°24'07" E, 126.55 feet;

THENCE N 88°24'07" W, with the easterly south line of said 95.444 acre tract, and the north line of said Anna Texas Land tract, a distance of 466.08 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the most easterly southwest corner of said 95.444 acre tract, same being the northwest corner of said Anna Texas Land tract, and being in the east line of a certain tract of land, described by deed to DR Horton-Texas, LTD, recorded in Instrument Number 20210212000310470, Deed Records, Collin County, Texas;

THENCE N 00°34'00" W, with the most southerly west line of said 95.444 acre tract, and being the most southerly east line of said DR Horton tract, a distance of 762.32 feet to a 1/2" capped rebar found (yellow cap) at the inner ell of said 95.444 acre tract, same being the most southerly northeast corner of said DR Horton tract;

THENCE S 88°20'56" W, with the most westerly south line of said 95.444 acre tract, and the most easterly north line of said DR Horton tract, a distance of 38.41 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 00°42'34" W, a distance of 2250.12 feet to a 1/2" capped rebar set, stamped "MCADAMS" being in the north line of said 95.444 acre tract, and the south line of a certain tract of land, described by deed to Laura Collins, recorded in Instrument Number 19940310000236490, Deed Records, Collin County, Texas;

THENCE S 89°17'15" E, with the north line of said 95.44 acre tract, and the south line of said Laura Collins tract, and the south line of County Road 371, a distance of 554.53 to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Laura Collins tract, being in the north line of said 95.444 acre tract, being in County Road 371, and being the southwest corner of a called 60-foot right-of-way dedication to the City of Anna, recorded in Cabinet Q, Page 604, Plat Records, Collin County, Texas;

THENCE S 88°41'44" E, with the south line of said 60' ROW dedication, County Road 371, and the north line of said 95.444 acre tract, passing a PK Nail Found at the northeast corner thereof, same being the northwest corner of said 84.000 acre tract, at a distance of 190.26 feet, continuing with the north line thereof, passing the southeast corner of said 60' ROW dedication, same being the southwest corner of Bryant Farm Road, passing a PK Nail with shiner, stamped J.F. Smith 3700, at a distance of 587.18 feet, a continuing a total distance of 591.09 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Bryant Farm Road, same being the southwest corner of said Cox ETAL tract;

THENCE S 88°38'19" E, with the north line of said 84.000 acre tract and the south line of said Cox ETAL tract, a distance of 15.75 feet to the POINT OF BEGINNING and being approximately 66.262 acres of land.

Exhibit K-5 – Improvement Area #2 - Remainder Property Legal Description

LEGAL DESCRIPTION
Phase 3
48.585 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar set stamped "MCADAMS" at the northwest corner of said Anacapri Laguna Azure tract, and being in County Road 371;

THENCE S 89°17'15" E, with the north line of said Anacapri Laguna Azure tract, and with the approximate center of Country Road 371, a distance of 941.99 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 00°42'34" W, a distance of 2250.12 feet to a 1/2" capped rebar set stamped "MCADAMS" on a south line of said Anacapri Laguna Azure tract, from which a 1/2" capped rebar found at an inner elle corner thereof bears N 88°20'56" E, 38.41 feet;

THENCE S 88°20'56" W, with a south line of said Anacapri Laguna Azure tract, and a north line of that certain tract of land, described in deed to DR Horton-Texas LTD, recorded in Document Number 20210212000310470, Real Property Records, Collin County, Texas, a distance of 928.68 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 00°46'28" W, with the common line of said Anacapri Laguna Azure tract, and said DR Horton tract, a distance of 1103.04 feet to a 1/2" capped rebar set stamped "MCADAMS"

THENCE N 01°17'06" W, continuing with the common line thereof, a distance of 1185.78 feet to the POINT OF BEGINNING and containing approximately 48.585 acres of land.

LEGAL DESCRIPTION
PHASE 4
64.604 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being part of that certain tract of land, called 84.000 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679940, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail Found in County Road 371, same being the northeast corner of said 84.000 acre tract, same being the northwest corner of a certain tract of land, described as Tract 1 by deed to Eleanor Katherine Cox Cunningham and Howard Joseph Cox, Jr., recorded in Volume 1995, Page 577, Deed Records, Collin County, Texas, same being the southwest corner of a certain 45-foot right-of-way dedication, recorded in Cabinet Q, Page 668, Plat Records, Collin County, Texas, and being the southeast corner of a certain tract of land, described by deed to Howard J. Cox ET AL, recorded in Instrument Number 1995000000577, Deed Records, Collin County, Texas;

THENCE S 01°29'20" W, with the east line of said Anacapri tract recorded in 20210819001679920, and with the west line of said Tract 1, passing the southwest corner thereof, being the northwest corner of that certain tract of land, described in deed to LGI Homes-Texas, LLC, recorded in Instrument Number 201908200001009780, Deed Records, Collin County, Texas, and continuing with the west line thereof, a total distance of 3021.11 feet to a 1/2" rebar found at the southwest corner of the aforementioned Anacapri tract;

THENCE N 88°29'03" W, with the south line of said Anacapri tract recorded in 20210819001679920, a distance of 1211.75 feet a 1/2" rebar found at the southwest corner thereof, and being the southeast corner of said Anacapri tract recorded in 20210819001679940;

THENCE N 88°24'07" W, with the south line of said Anacapri tract, recorded in 20210819001679940, a distance of 126.55 feet;

THENCE over across and through said 84.000 acre tract, and said 95.444 acre tract the following:

N 01°35'53" E, a distance of 24.48 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears N 44°17'26" E, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 14°01'25" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 00°42'34" W, a distance of 302.85'to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 140.87 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 163.38 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 815.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 111.89 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 134°48'58", and an arc length of 117.65 feet, whose chord bears N 50°47'40" E, 92.33 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 75°06'42" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 83.08 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 240.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 78.94 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 78°15'36" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears N 43°25'33" W, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 14°53'18" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 171.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 11°44'24" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 101°58'39", and an arc length of 88.99 feet, whose chord bears N 25°56'05" E, 77.70 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 111.02 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 560.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°29'20" E, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 609.92 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 117.60 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 57°31'46" E, a distance of 24.65 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 60°40'22", and an arc length of 52.95 feet, whose chord bears N 02°08'03" W, 50.51 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 14°53'18" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 495.79 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 65.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 230.33 feet to a 1/2" capped rebar set, stamped "MCADAMS" to the north line of said 84.000 acre tract, and being in said County Road 371;

THENCE S 88°38'19" E, with the north line of said 84.000 acre tract, and with said County Road 371, a distance of 795.08 feet to the POINT OF BEGINNING and containing approximately 64.604 acres of land.

Appendix A – Engineer's Report

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MCADAMS

Engineer's Report

for

AnaCapri Phases I, II, III & IV

City of Anna; Collin County, Texas

August 9, 2022

Prepared for:

OWNER/DEVELOPER: ANACAPRI LAGUNA AZURE, LLC.
2101 CEDAR SPRINGS ROAD, SUITE 700; DALLAS, TEXAS 75201

111 Hillside Drive • Lewisville, TX 75067 • P: 972.436.9712 • F: 972.436.9715
2111 Country View Drive • Roanoke, TX 76262 • P: 972.436.9712 • F: 972.436.9715

DATE: August 9, 2022

ENGINEER: The John R. McAdams Company, Inc.
c/o Mr. Matthew G. St. Marie, P.E.
111 Hillside Drive
Lewisville, TX 75057
469-312-0419

OWNER/DEVELOPER: AnaCapri Laguna Azure, LLC.
2101 Cedar Springs, Suite 700
Dallas, Texas 75201

INTRODUCTION:
The Project, known as AnaCapri, is a proposed single family residential development located within the City of Anna, Collin County, Texas with a proposed approximate build out of 1,235 lots as depicted herein on Exhibit "A". The total residential property is 279.554 acres to be developed across 4 phases. The purpose of this report is to present the backup documentation for the PID and the creation and execution of the PID by the City of Anna to finance the Public Infrastructure necessary to serve the Project. Excavation, Water, Wastewater, Storm Sewer, Paving, Erosion Control and Hardscape / Landscape / Irrigation Improvements are all PID Authorized Improvements within the Project.

PROJECT PHASING:
Phase I is made up of 3 separate sub-phases, Phases IA, IB and IC. Phase IA is 44.177 acres, Phase IB is 41.209 acres and Phase IC is 14.717 acres, for a total of 100.103 acres. Phase IA contains 191 single family residential lots, Phase IB – 205 lots and Phase IC – 62 lots, for a total of 458 single family residential lots. Refer to Exhibit "A".

Phase II is made of a single tract of land totaling 66.262 acres and contains 237 single family residential lots. This is combined with Phase I for the initial PID bond sale. Refer to Exhibit "A".

The intent is for Phases I & II to be initially developed with one direct bond and one master Improvement bond sale, to be funded with the development of these phases

Phase III is anticipated to be a single tract of land totaling 48.585 acres and contains 249 single family residential lots. Refer to Exhibit "A". This is a future phase and the budgets will be updated when developed.

Phase IV is anticipated to be a single tract of land totaling 64.604 acres and contains 291 single family residential lots. Refer to Exhibit "A". This is a future phase and the budgets will be updated when developed.

ALL INCLUSIVE OPINION OF PROBABLE COST AND PID SUMMARY BUDGET:
An all-inclusive Engineer's Preliminary Opinion of Probable Cost has been prepared for all phases and additionally contains a PID Summary Budget for the PID Authorized Improvements. The PID Summary Budget is broken out between PID Direct and PID MI Improvements for Phases I and II and Phases III & IV are all shown as PID Direct and all are herein included as Exhibit "B".

PID AUTHORIZED IMPROVEMENTS IDENTIFIED AND DEFINED:
Excavation, Water, Wastewater, Storm Sewer, Paving, Erosion Control and Hardscape / Landscape / Irrigation Improvements have been identified for both Direct and Master Improvements and are shown in the PID Summary budget. The PID eligible items include all erosion control (construction entrances, silt fence, etc.). Exhibits "C-J" depict the PID Direct and PID Master Improvements for the initial bond offering

In **Phases I & II**, the PID Master Improvements includes Water, Wastewater and Storm Sewer, one half of a four-lane divided Roadway (Ferguson Parkway) along the western boundary of Phase IA and IC and continuing north past Rosamond Parkway up to and adjacent to Phase II, terminating at CR 371 at the north end of Phase II, one half of a four-lane divided Roadway (Hackberry Drive) along the southern boundary of Phase IA, all of a two lane Collector Street (Cape Verde Drive) separating Phase IA with Phases IB and IC, the reconstruction of the sub-standard roadway along the North boundary of Phase IB and IC (Rollins Road). The City of Anna's Master Throughfare Plan shows the four-lane divided Roadways to be required for the single-family development. The number of vehicle trips generated from the single-family development necessitates this Roadway.

The water mains are also required to serve the demand and pressures necessary for fire flow based on the number of single-family residential lots to be served within the project.

The sanitary sewer main is sized based on slopes that are necessary to provide sewer service to all the single-family lots within the Project. This includes an extension of a sanitary sewer main line from the southwest of Phase I, continue northeast to Ferguson and then along Ferguson to the south limits of Phase II and then through Phase II to serve future phases.

From an engineering standpoint all the above stated PID Master Improvements are necessary to serve the Single-Family Development only and were not oversized due to the Laguna or Multi-Family sites within the Project.

ANTICIPATED DEVELOPMENT AND CONSTRUCTION SCHEDULE:
The Zoning, Preliminary Plat, Development Agreement for AnaCapri Phase I, II, III & IV have been prepared, submitted and final approval has been received from the Anna City

Council. The Final Plats for AnaCapri Phase I and II have been prepared, submitted and final approval has been received from the Anna City Council. The zoning for Phases 3 and 4 has been prepared, submitted and final approval has been received from the Anna City Council.

AnaCapri Phase IA is currently under development and excavation has been substantially completed on the 191 lots. Public utilities are substantially complete. Paving operations are expected to begin in mid-August 2022. An anticipated overall Project completion date is the fourth quarter of 2022.

AnaCapri Phase IB is currently under development and excavation has been substantially completed on the 205 lots. Public utilities are currently being installed. An anticipated overall Project completion date is the fourth quarter of 2022.

AnaCapri Phase IC is currently under development and excavation has begun on the 62 lots and is approximately halfway completed. Public utilities will be starting late third quarter to early fourth quarter of 2022 and the anticipated overall Project completion date is the first quarter of 2023.

AnaCapri Phase II engineering construction plans have been submitted to the City of Anna for review with an anticipated approval date of October 2022. Construction is anticipated to begin in September 2022 with an anticipated completion date of August 2023.

All of the above phases are anticipated to be funded through the first issuance of direct and master improvement bonds sales

AnaCapri Phase III Final Plat and construction plans are anticipated to be prepared and approved by in the first or second quarter of 2023. Construction is anticipated to begin in the summer of 2023 with an anticipated completion date of the summer of 2024.

AnaCapri Phase IV Final Plat and construction plans are anticipated to be prepared and approved by in the first quarter of 2024. Construction is anticipated to begin in the fourth quarter of 2024 or first quarter of 2025 with an anticipated completion date of the fourth quarter of 2025.

FIELD NOTES AND EXHIBITS BY PHASE:
Field Notes and Exhibits for Phase I – Three Tracts, Phase II – One Tract, Phase III – One Tract and Phase 4 – One Tract are depicted herein on Exhibits "G-L"

TABLE OF EXHIBITS:

EXHIBIT "A"	-----	OVERALL PHASING EXHIBIT
EXHIBIT "B"	-----	PID AUTHORIZED ESTIMATE OF PROBABLE COST
EXHIBIT "C"	-----	PHASE I & II WATER DIRECT AND MASTER IMPROVEMENTS
EXHIBIT "D"	-----	PHASE I & II SANITARY SEWER DIRECT AND MASTER IMPROVEMENTS
EXHIBIT "E"	-----	PHASE I & II DRAINAGE DIRECT AND MASTER IMPROVEMENTS
EXHIBIT "F"	-----	PHASE I & II ROADWAY DIRECT AND MASTER IMPROVEMENTS
EXHIBIT "G"	-----	PHASE I & II LANDSCAPE MASTER IMPROVEMENTS
EXHIBIT "H"	-----	PHASE IA – FIELD NOTES AND EXHIBIT
EXHIBIT "I"	-----	PHASE IB – FIELD NOTES AND EXHIBIT
EXHIBIT "J"	-----	PHASE IC – FIELD NOTES AND EXHIBIT
EXHIBIT "K"	-----	PHASE II – FIELD NOTES AND EXHIBIT
EXHIBIT "L"	-----	PHASE III – FIELD NOTES AND EXHIBIT
EXHIBIT "M"	-----	PHASE IV – FIELD NOTES AND EXHIBIT

EXHIBIT "A"

OVERALL PHASING EXHIBIT

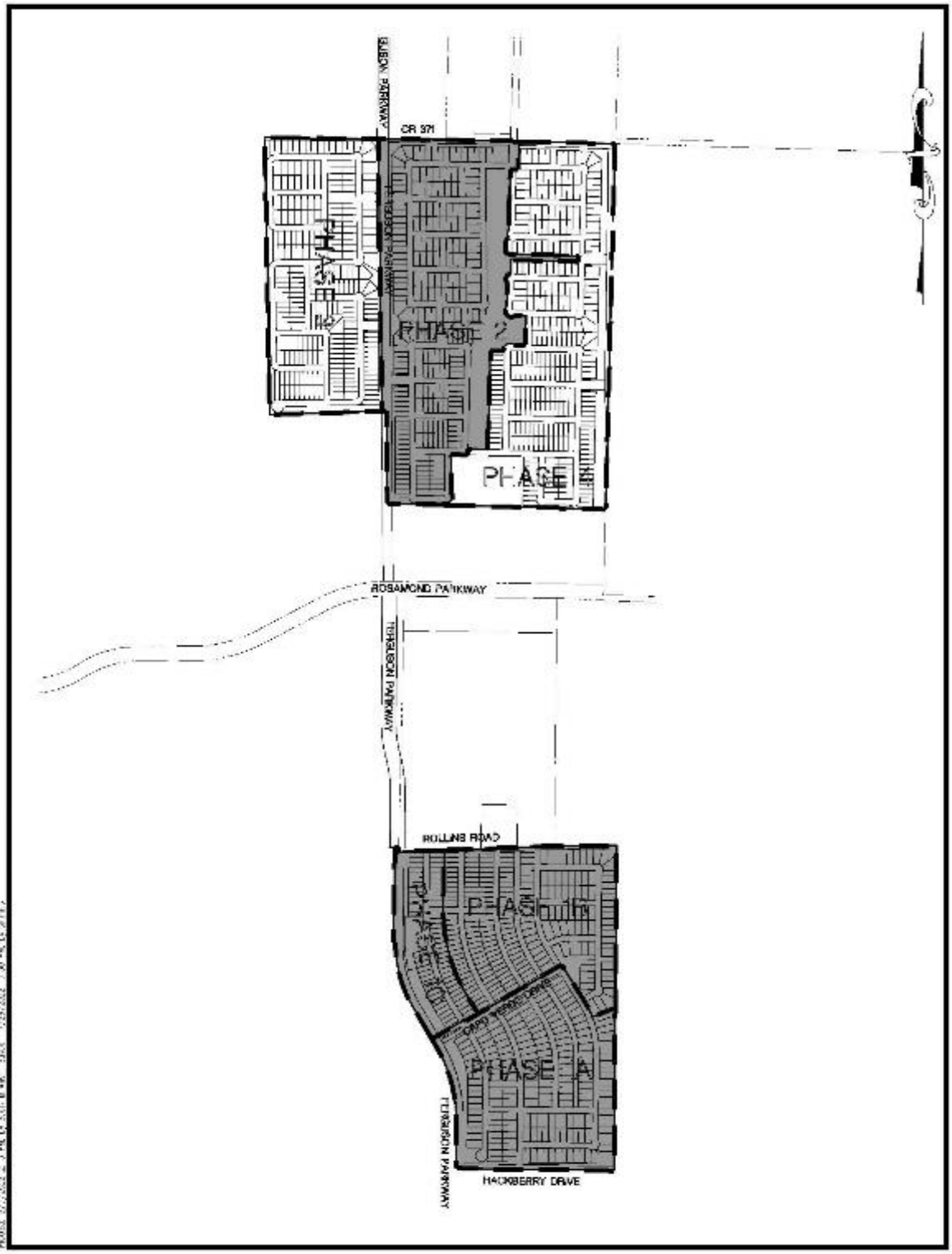
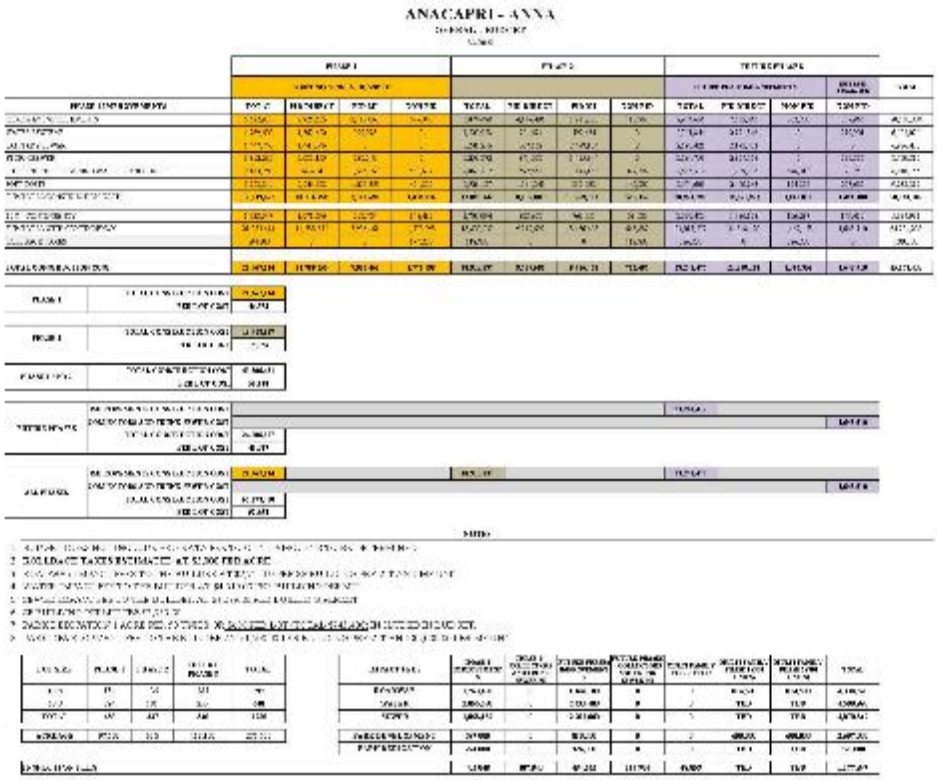

CR 371
ROSAMOND PARKWAY
ROLLINS ROAD
HACKBERRY DRIVE

EXHIBIT "B"

PID AUTHORIZED ESTIMATE OF PROBABLE COST



ANACAPRI - ANNA

PID SUMMARY

8/4/2022

	PHASE 1		PHASE 2		FUTURE PHASES
	PHASE 1 IMPROVEMENTS		PHASE 2 IMPROVEMENTS		FUTURE PHASES IMPROVEMENTS
PHASE 1 IMPROVEMENTS	**PID DIRECT**	**PID MI**	**PID DIRECT**	**PID MI**	**PID DIRECT**
ROADWAY IMPROVEMENTS	2,995,533	3,118,663	4,142,105	1,211,323	7,662,453
WATER SYSTEMS	1,369,122	999,978	951,[illegible]	599,430	2,751,876
SANITARY SEWER	1,447,746	0	767,152	2,478,104	2,193,421
STORM SEWER	2,280,155	582,140	841,028	1,415,844	2,866,758
SITE FENCING / RETAINING WALLS / LANDSCAPE	43,434	1,885,160	592,355	1,145,155	1,059,205
SOFT COSTS	2,246,288	1,252,253	1,566,349	819,038	2,423,264
TOTAL CONSTRUCTION COST	**10,716,959**	**7,187,691**	**8,836,083**	**7,669,507**	**19,861,927**

	PID DIRECT	PID MI
PHASE 1 AND 2 - CONSTRUCTION COST	**19,553,043**	**14,857,198**

ANACAPRI - ANNA

MASTER TRUNK SEWER BUDGET

8/1/2022

	OFFSITE TRUNK SEWER A	OFFSITE TRUNK SEWER B	NORTH TRUNK SEWER C	TOTALS
MISCELLANEOUS COST - ENGINEERING, CONSULTING, CITY FEE	145,195	49,176	54,327	103,503
EXCAVATION AND EROSION CONTROL	18,620	15,995	6,700	22,695
WATER SYSTEMS	0	0	0	0
SANITARY SEWER	1,297,128	433,675	294,800	728,476
STORM SEWER	0	0	0	0
PAVING	0	0	0	0
SITE FENCING / RETAINING WALLS / LANDSCAPE	0	0	0	0
DRY UTILITIES	0	0	0	0
SUB-TOTAL CONSTRUCTION COST	1,460,943	498,846	355,827	854,673
10% CONTINGENCY	146,094	49,885	35,583	85,467
TOTAL CONSTRUCTION COST	1,607,037	548,731	391,410	940,141
PHASE 1 — CONSTRUCTION COST				0
PHASE 2 — CONSTRUCTION COST	1,607,037	548,731	391,410	2,547,178
FUTURE PHASES — CONSTRUCTION COST				0
ALL PHASES — CONSTRUCTION COST	1,607,037	548,731	391,410	2,547,178

ANACAPRI - ANNA
PHASE 1A BUDGET
3-4-2022

ENGINEERING CONSULTING AND FEES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	DEC DEBOT	PID NE	HCP CNE
1	TOPOGRAPHIC FIELDWORK BASELINE AND SURVEYING	LOT	1.00	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
2	LAND SOLUTIONS MANAGEMENT	LOT	1.00	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
3	[illegible]	EA	-	$ [illegible]	$ [illegible]	$ [illegible]	$ -	$ [illegible]
4	[illegible]	EA	[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
5	CITY APPLICATION FEES	EA	-	$ [illegible]	$ 13,000.00	$ 6,500.00	$ 6,500.00	$ -
6	TBD FEE	LOT	1.00	$ -	$ -	$ -	$ -	$ -
7	[illegible]	EA	-	$ [illegible]	$ 25,000.00	$ [illegible]	$ 25,000.00	
8	[illegible]	LOT	1.00	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
9	[illegible]	EA	-	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
10	[illegible]	EA	-	$ [illegible]	$ 13,000.00	$ 8,500.00	$ 4,500.00	$ -
11	[illegible]	LOT	1.00	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$
12	[illegible]	[illegible]	[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$
13	[illegible]	EA	-	$ -	$ -	$ -	$ -	$ -
14	LANDSCAPE ARCHITECT	EA	-	$ 45,000.00	$ 45,000.00	$ 29,000.00	$ 16,000.00	$ -
[illegible]					$1,[illegible]	$1,[illegible]	$1,[illegible]	$[illegible]
				PER LOT	$[illegible]			

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	DEC DEBOT	PID NE	HCP CNE
1	[illegible]	[illegible]	-	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
2	[illegible]	[illegible]	[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
3	UNCLASSIFIED EXCAVATION	CY	[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
4	[illegible]	LOT	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
5	[illegible]	LOT	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
6	[illegible]	LOT	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
7	REMOVE TOPSOIL	LOT	1.00	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
[illegible]					$[illegible]	$ [illegible]	$ [illegible]	$ [illegible]
				PER LOT	$[illegible]			

EROSION CONTROL

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	DEC DEBOT	PID NE	HCP CNE
1	SILT FENCE	LF	2,000	$ [illegible]	$ [illegible]	$ [illegible]	$ 0.00	$ 0.00
2	LAND SOLUTIONS MANAGEMENT	EA	-	$ [illegible]	$ [illegible]	$ [illegible]	$ 0.00	$ 0.00
3	[illegible]	EA	[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ 0.00	$ 0.00
4	[illegible]	EA	[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ 0.00	$ 0.00
5	4' SILT SEE	LF	2,700	$ [illegible]	$ [illegible]	$ [illegible]	$ 0.00	$ 0.00
6	[illegible]	EA	-	$ [illegible]	$ [illegible]	$ [illegible]	$ 0.00	$ 0.00
7	[illegible]	EA	[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ 0.00	$ 0.00
	TOTAL - EROSION CONTROL				$ [illegible]	$ [illegible]	$ 0.00	$ 0.00
				PER LOT	$ [illegible]			

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	AS-BUILT	PRIOR	NET VOL
WETLINE - WATER SYSTEM								
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	12" GATE VALVE	EACH	[illegible]	$1,125.00	$1,125.00	$1,125.00	$0.00	$0.00
5	8" GATE VALVE	EACH	35	$1,125.00	$39,375.00	$39,375.00	$0.00	$0.00
6	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
9	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
10	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
11	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
12	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
13	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
14	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
15	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
16	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
17	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
18	[illegible]	EACH	151	[illegible]	[illegible]	[illegible]	$0.00	$0.00
19	[illegible]	EACH	151	[illegible]	[illegible]	[illegible]	$0.00	$0.00
20	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
21	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
22	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
23	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SUBTOTAL WETLINE - WATER SYSTEM					[illegible]	[illegible]	[illegible]	[illegible]
				PER LOT	[illegible]			
WETLINE - SANITARY SEWER								
1	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
5	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
6	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
9	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
10	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
SUBTOTAL WETLINE - SANITARY SEWER					[illegible]	[illegible]	[illegible]	[illegible]
				PER LOT	[illegible]			
WETLINE - STORM SEWER								
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	48" Class III RCP	LF	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
4	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7	18" Class III RCP	LF	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
8	15" RCP	LF	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
9	12" RCP	LF	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
10	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
11	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
12	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
13	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
14	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
15	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
16	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
17	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
18	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
19	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
20	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
21	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
22	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
23	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
24	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
25	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
26	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
27	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
28	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
29	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
30	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
31	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
32	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
33	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
34	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
35	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SUBTOTAL WETLINE - STORM SEWER					[illegible]	[illegible]	$0.00	$0.00
				PER LOT	[illegible]			
TOTAL WET UTILITIES					[illegible]	[illegible]	[illegible]	[illegible]
				PER LOT	[illegible]			

PAVING

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	DEL DEBOUT	DIDOE	REMARKS
1	[illegible]	SY	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
2	4" REDOTE REBAR OR EQUIVALENT PAVING TYPE	SY	21,884	40.00	$1,185,632.00	$961,584.14	$223,261.85	$0.00
3	4" REDOTE REBAR OR EQUIVALENT PAVING TYPE	SY	6,584	40.00	$261,216.00	$0.00	$261,216.00	$0.00
4	4" REDOTE STAMPED & STAINED REBAR OR EQUIVALENT	SY	22	200.00	$5,000.00	$0.00	$5,000.00	$0.00
5	[illegible]	TN	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0.00
6	4" LINE STAMPED REDOTE GRADE (2 LANES)	ST	1,980	40.00	$79,200.00	$0.00	$79,200.00	$0.00
7	4" LINE STAMPED REDOTE GRADE (INTERSECTION)	SY	30,281	2.00	$60,562.00	$30,240.00	$30,322.00	$0.00
8	LINE TYPE "[illegible]"	EA	[illegible]	2,500.00	$27,500.00	$0.00	$27,500.00	$0.00
9	LINE TYPE E	EA	[illegible]	2,500.00	$60,000.00	$0.00	$60,000.00	$0.00
10	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
11	[illegible]	LF	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
12	4" YELLOW CENTERLINE LINE STRIPE	LF	365	8.00	$2,920.00	$0.00	$2,920.00	$0.00
13	24" WHITE STOP BAR	LF	2,3	10.00	$23,100.00	$0.00	$23,100.00	$0.00
14	12" WHITE CROSSWALK STRIPING	LF	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
15	[illegible]	EA		[illegible]	[illegible]	$0.00	[illegible]	$0.00
16	STOP SIGN ON STREET STANDARD ARMS	EA	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
17	STOP SIGN	EA		[illegible]	[illegible]	$0.00	[illegible]	$0.00
18	STREET LIMIT SIGN ASSEMBLY	EA	2	[illegible]	[illegible]	$0.00	[illegible]	$0.00
19	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
20	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0.00
21	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
22	IMMEDIATE RECONSTRUCTION AFTER CONSTRUCTION	LF	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
23	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	$0.00	$0.00
24	[illegible]	EA	[illegible]	[illegible]	$0.00	$0.00	$0.00	$0.00
25	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
	CONCRETE HEADER	LF	66	10.00	$660.00	$660.00	$0.00	$0.00
30	MAILBOX BANK	EA	[illegible]	[illegible]	[illegible]	$0.00	$0.00	$0.00
TOTAL PAVING					$2,190,011.10	$1,243,452.10	$934,400.01	$0.00
				PER LOT	$1,301.32			

SITE PREPARATION - RETAINING WALLS - LANDSCAPE

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	DEL DEBOUT	DIDOE	REMARKS
1	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
2	RETAINING WALL - DECORATIVE WALL	LF	2,400	$100.00	$240,000.00	$0.00	$240,000.00	$0.00
3	MAJOR OCCULTS	EA	36	$1,250.00	$45,000.00	$0.00	$45,000.00	$0.00
4	[illegible]	EA	[illegible]	$200	[illegible]	$0.00	[illegible]	$0.00
5	[illegible]	SY	[illegible]	$200	[illegible]	$0.00	[illegible]	$0.00
6	[illegible]	SY	[illegible]	$200	[illegible]	$0.00	[illegible]	$0.00
7	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
8	1" WATER METER AND IMPACT FEE	EA		$1,000.00	$0.00	$0.00	$0.00	$0.00
9	2" WATER METER AND IMPACT FEE	EA	[illegible]	$10,000.00	[illegible]	$0.00	[illegible]	$0.00
10	RECESSED WALLS	LOT	[illegible]	[illegible]	[illegible]	$0.00	$0.00	[illegible]
11	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
12	STREET SIGNS	EA	[illegible]	$400.00	$0.00	$0.00	$0.00	$0.00
TOTAL - SITE PREPARATION, RETAINING WALLS, LANDSCAPE					[illegible]	$18,000.00	[illegible]	[illegible]
				PER LOT	[illegible]			
					[illegible]	[illegible]	[illegible]	

DRY UTILITIES (SHE)

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	DEL DEBOUT	DIDOE	REMARKS
1	[illegible]	LOT	[illegible]	$0.00	$0.00	$0.00	$0.00	$0.00
2	[illegible]	LOT	[illegible]	$0.00	$0.00	$0.00	$0.00	$0.00
3	[illegible]	EA	[illegible]	$0.00	$0.00	$0.00	$0.00	$0.00
4	[illegible]	LF	[illegible]	$0.00	[illegible]	[illegible]	$0.00	$0.00
TOTAL - DRY UTILITIES					[illegible]	[illegible]	$0.00	$0.00
				PER LOT	[illegible]			

MULLBACK VALVES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	DEL DEBOUT	DIDOE	REMARKS
1	MULLBACK VALVES	EA	[illegible]	[illegible]	[illegible]	$0.00	$0.00	[illegible]
TOTAL - DRY UTILITIES					[illegible]	$0.00	$0.00	[illegible]
				PER LOT	[illegible]			
					[illegible]	[illegible]	[illegible]	[illegible]

ANACAPRI - ANNA
PHASE 1B BUDGET
8/4/2022

ENGINEERING, CONSULTING, AND FEES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LF	PER SF
1	[illegible]	LS	[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$
2	[illegible]	LS	[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$
3	INSPECTION FEES	%	5%	$2,225,240.25	$ [illegible]	$ [illegible]	$ 38,795.55	$
4	BID FEE	LOT	1.0	$	$	$	$	$
5	PARKLAND DEDICATION FEES	LOT	1.0	$ [illegible]	$ [illegible]	$	$	$ 122,300.00
6	FINAL COSTS REPORT	LOT	1.0	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
7	EMT	%	2%	$2,897,301.65	$ [illegible]	$ [illegible]	$ [illegible]	$ -
TOTAL - ENGINEERING, CONSULTING, AND FEES					$2,343,281.95	$41,252.55	$591,228.55	$122,300.00
				PER LOT	$8,845.74			

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LF	PER SF
1	[illegible]	EA	5	$2,000.00	$0.00	$0.00	$0.00	$0.00
2	CLEARING AND GRUBBING	AC	47.00	$100.00	$4,700.00	$1,175.00	$0.00	$2,937.50
3	UNCLASSIFIED EXCAVATION	CY	35,673	$2.13	$75,932.50	$18,983.13	$0.00	$47,458.20
4	MOISTURE CONDITIONING - OVER EXCAVATION	LOT	20.0	$0.0	$0.00	$0.00	$0.00	$0.00
5	POLY SEAL LOTS	LOT	20.0	$0.0	$0.00	$0.00	$0.00	$0.00
6	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	[illegible]
7	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	[illegible]
TOTAL - EXCAVATION					$[illegible]	$[illegible]	$0.00	$[illegible]
				PER LOT	$[illegible]			

EROSION CONTROL

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LF	PER SF
1	SILT FENCE	LF	3,000	$1.50	$4,500.00	$1,125.00	$0.00	$0.00
2	[illegible]	EA	1	$2,000.00	$2,000.00	$500.00	$0.00	$0.00
3	INLET PROTECTION	EA	23	$200.00	$4,600.00	$1,150.00	$0.00	$0.00
4	SEED DISTURBED AREAS	AC	10.00	$500.00	$5,000.00	$1,250.00	$0.00	$0.00
5	[illegible]	LF	[illegible]	$0.50	$4,750.00	$1,187.50	$0.00	$0.00
6	[illegible]	[illegible]	1	[illegible]	[illegible]	[illegible]	$0.00	$0.00
7	[illegible]	EA	13	[illegible]	[illegible]	[illegible]	$0.00	$0.00
TOTAL - EROSION CONTROL					$[illegible]	$[illegible]	$0.00	$0.00
				PER LOT	$[illegible]			

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED COST	PER LOT	PER EDU
	UTILITIES - WATER SYSTEM						
1	[illegible]	EACH	7	[illegible]	[illegible]	$0.00	$0.00
2	[illegible]	EACH	1	[illegible]	[illegible]	$0.00	$0.00
3	[illegible]	LF	[illegible]	[illegible]	[illegible]	$0.00	$0.00
4	[illegible]	LF	10	[illegible]	[illegible]	$0.00	$0.00
5	[illegible]	EACH	52	[illegible]	[illegible]	$0.00	$0.00
6	SINGLE RESIDENTIAL SERVICE	EACH	203	$720.00	$146,160.00	$0.00	$0.00
7	GATE VALVE	EACH	18	[illegible]	[illegible]	$0.00	$0.00
8	[illegible]	EACH	5	$565.00	[illegible]	$0.00	$0.00
9	[illegible]	EACH	18	$584.00	$10,512.00	$0.00	$0.00
10	[illegible]	EACH	2	$612.00	$1,224.00	$0.00	$0.00
11	[illegible]	EACH	1	$400.00	$400.00	$0.00	$0.00
12	[illegible]	EACH	1	$300.00	$300.00	$0.00	$0.00
13	[illegible]	EACH	1	$1,807.00	$1,807.00	$0.00	$0.00
14	RESIDENTIAL METER BOX	EACH	203	$150.00	$30,450.00	$0.00	$0.00
15	[illegible]	EACH	10	[illegible]	[illegible]	$0.00	$0.00
16	[illegible]	EACH	5	[illegible]	[illegible]	$0.00	$0.00
17	[illegible]	LS	1	[illegible]	[illegible]	$0.00	$0.00
18	[illegible]	LF	[illegible]	[illegible]	[illegible]	$0.00	$0.00
	[illegible]				[illegible]	[illegible]	$0.00
				2022 LOT:	$2,993.31		
	[illegible]						
1	REMOVE/TIE & CONN TO EXIST SEWER LINE	EACH	1	$521.55	$521.55	$0.00	$0.00
2	REMOVE/TIE & CONN TO EXIST SEWER LINE	EACH	4	$900.00	$3,600.00	$0.00	$0.00
3	[illegible]	LF	163	$8.55	$1,393.65	$0.00	$0.00
4	[illegible]	LF	358	$41.00	$14,678.00	$0.00	$0.00
5	[illegible]	LF	3,257	$50.00	$162,850.00	$0.00	$0.00
6	[illegible]	EACH	5	[illegible]	[illegible]	$0.00	$0.00
7	[illegible]	EACH	57	[illegible]	[illegible]	$0.00	$0.00
8	[illegible]	EACH	70	[illegible]	[illegible]	$0.00	$0.00
9	[illegible]	LS	[illegible]	[illegible]	[illegible]	$0.00	$0.00
	[illegible]				[illegible]	[illegible]	$0.00
				2022 LOT:	$2,918.32		
	[illegible]						
1	[illegible]	LF	113	[illegible]	[illegible]	$0.00	$0.00
2	[illegible]	LF	278	$170.25	$47,307.00	$0.00	$0.00
3	[illegible]	LF	410	$120.85	$49,551.00	$0.00	$0.00
4	[illegible]	LF	224	$90.85	$20,350.40	$0.00	$0.00
5	[illegible]	LF	203	$71.55	[illegible]	$0.00	$0.00
6	[illegible]	LF	224	$30.55	$6,847.20	$0.00	$0.00
7	[illegible]	LF	4,363	$51.55	$224,888.00	$0.00	$0.00
8	[illegible]	LF	[illegible]	[illegible]	[illegible]	$0.00	$0.00
9	[illegible]	EACH	1	[illegible]	[illegible]	$0.00	$0.00
10	[illegible]	EACH	1	[illegible]	[illegible]	$0.00	$0.00
11	[illegible]	EACH	1	[illegible]	[illegible]	$0.00	$0.00
12	[illegible]	EACH	1	[illegible]	[illegible]	$0.00	$0.00
13	[illegible]	EACH	1	[illegible]	[illegible]	$0.00	$0.00
14	[illegible]	EACH	2	[illegible]	[illegible]	$0.00	$0.00
15	[illegible]	EACH	13	[illegible]	[illegible]	$0.00	$0.00
16	[illegible]	EACH	2	[illegible]	[illegible]	$0.00	$0.00
17	[illegible]	EACH	5	[illegible]	[illegible]	$0.00	$0.00
18	[illegible]	EACH	1	[illegible]	[illegible]	$0.00	$0.00
19	[illegible]	EACH	23	[illegible]	[illegible]	$0.00	$0.00
20	[illegible]	EACH	15	[illegible]	[illegible]	$0.00	$0.00
21	[illegible]	EACH	13	[illegible]	[illegible]	$0.00	$0.00
22	[illegible]	EACH	2	[illegible]	[illegible]	$0.00	$0.00
23	[illegible]	EACH	[illegible]	[illegible]	[illegible]	$0.00	$0.00
24	[illegible]	EACH	75	[illegible]	[illegible]	$0.00	$0.00
25	[illegible]	EACH	37	[illegible]	[illegible]	$0.00	$0.00
26	[illegible]	EACH	1	[illegible]	[illegible]	$0.00	$0.00
27	[illegible]	EACH	1	[illegible]	[illegible]	$0.00	$0.00
28	[illegible]	EACH	1	[illegible]	[illegible]	$0.00	$0.00
29	[illegible]	LS	[illegible]	[illegible]	[illegible]	$0.00	$0.00
	[illegible]				[illegible]	[illegible]	$0.00
				2022 LOT:	$2,911.17		
TOTAL WET UTILITIES					$1,894,908.45	$1,034,420.49	$0.00
				2022 LOT:	$8,824.22		

PAVING

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER ME	PER FE
1	5' CONC REINFORCED CONCRETE SIDEWALK	SY	1,963	$57.00	$111,891.00	$0.00	$60,231.00	$0.00
2	4' CONC REINFORCED STREET FAN PANEL	SY	10,272	$45.00	$462,240.00	$346,736.40	$115,504.00	$0.00
3	6' CONC REINFORCED STREET FAN PANEL	SY	9,807	$45.00	$441,315.00	$0.00	$441,315.00	$0.00
4	24" CURB & GUTTER TYPE B	LF	5,792	$40.00	$231,680.00	$0.00	$231,680.00	$0.00
5	24" CURB & GUTTER TYPE B (ADJACENT TO LOT 1 [illegible])	LF	2,477	$53.00	$131,304.00	$70,977.12	$60,326.88	$0.00
6	[illegible]	TN	500	$130.00	$65,000.00	$65,000.00	$0.00	$0.00
7	[illegible]	EA	4	$2,500.00	$10,000.00	$0.00	$10,000.00	$0.00
8	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
9	[illegible]	EA	5	[illegible]	[illegible]	$0.00	[illegible]	$0.00
10	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0.00
11	[illegible]	LF	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
12	[illegible]	LF	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
13	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
14	STREET NAME BLADES	EA	2	$250.00	$500.00	$0.00	$250.00	$0.00
15	SPEED LIMIT SIGN [illegible]	EA	1	$250.00	$250.00	$0.00	$250.00	$0.00
16	SPEED LIMIT SIGN [illegible]	EA	1	$250.00	$250.00	$0.00	$250.00	$0.00
	REMOVE FLEX BASE & PAVEMENT ROAD	SY	25+10	5+0	$1,750.00	$1,750.00	$0.00	$0.00
	CONE PACS	EA	10	200.00	$2,000.00	$2,000.00	$0.00	$0.00
17	CITY BLOCKADE	EA	2	1,200.00	$2,400.00	$2,400.00	$0.00	$0.00
18	MAINTENANCE BOND	LS	1	15,000.00	$15,000.00	$15,000.00	$0.00	$0.00
TOTAL PAVING:					[illegible]	[illegible]	[illegible]	$0.00
				PER LOT:	[illegible]			

SITE PREPARING - RETAINING WALL & LANDSCAPE

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER ME	PER FE
2	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0.00
13	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0.00
15	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0.00
16	[illegible]	CY	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	[illegible]
17	WALLBOX CLASS III	EA	13	[illegible]	[illegible]	[illegible]	$0.00	$0.00
18	STREET BLADE	EA	6	[illegible]	$0.00	$0.00	$0.00	$0.00
	TOTAL - SITE PREPARING RETAINING WALL & LANDSCAPE				[illegible]	[illegible]	$0.00	[illegible]
				PER LOT:	[illegible]			
					[illegible]	[illegible]		

DRY UTILITIES (WH)

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER ME	PER FE
1	ELECTRICAL SERVICE	LOT	[illegible]	$0.00	$0.00	$0.00	$0.00	$0.00
2	GAS SERVICE	LOT	[illegible]	$0.00	$0.00	$0.00	$0.00	$0.00
3	STREET LIGHTS	EA	22	$0.00	$0.00	$0.00	$0.00	$0.00
4	[illegible]	LF	[illegible]	$0.00	[illegible]	[illegible]	$0.00	$0.00
	TOTAL - DRY UTILITIES				[illegible]	[illegible]	$0.00	$0.00
				PER LOT:	[illegible]			

ROLLBACK TAXES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER ME	PER FE
1	ROLLBACK TAXES	AC	38.4	5,000.00	192,000.00	$0.00	$0.00	192,000.00
	TOTAL - DRY UTILITIES				$0.00	$0.00	$0.00	192,000.00
				PER LOT:	[illegible]			

[illegible]	[illegible]	[illegible]	[illegible]

ANACAPRI - ANNA
PHASE 1C - BUDGET
8/4/2022

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	TD DISTRICT	TID MC	BOND FD
1	PRELIMINARY ENGINEERING AND SURVEYING	LOT	57	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
2	CONSTRUCTION MANAGEMENT	LOT	52	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
3	PROJECT MANAGEMENT	LS	0	$ [illegible]	$ -	$ -	$ -	$ -
4	INSPECTION FEES	%	4%	$[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$
5	CITY APPLICATION FEES	LS	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$
6	BID FEE	LOT	57	$	$	$	$	$
7	DRAINAGE FEE DEL VISTA	LS	0	$ [illegible]	$ -	$ -	$ -	
8	PLATS AND DEDICATION FEES	LOT	52	$ [illegible]	$ [illegible]	$ -	$ -	$ [illegible]
9	PHASE I ENVIRONMENTAL	LS	0	$ [illegible]	$	$	$	$
10	GEOTECHNICAL REPORT	LS	0	$ [illegible]	$ -	$ -	$ -	$ -
11	PRACTICAL COST ESTIMATE	LOT	52	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
12	TMC	%	4%	$[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
13	TRAFFIC IMPACT ANALYSIS	LS	1	$	$	$	$	$
14	LANDSCAPE ARCHITECT	LS	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$
TOTAL - ENGINEERING CONSULTING AND FEES:					**$[illegible]**	$[illegible]	$[illegible]	$[illegible]
				PER LOT	$8,185.36			

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	TD DISTRICT	TID MC	BOND FD
1	CONSTRUCTION SITE AREA	EA	1	$[illegible]	[illegible]	$500.00	$0.00	$[illegible]
2	CLEARING AND GRUBBING	AC	34.42	$[illegible]	[illegible]	[illegible]	$0.00	[illegible]
3	UNCLASSIFIED EXCAVATION	CY	[illegible]	[illegible]	$[illegible]	$[illegible]	$0.00	$[illegible]
4	SUBGRADE CONDITIONING - OVER EXCAVATION	LOT	52	[illegible]	[illegible]	$0.00	$0.00	$0.00
5	ROAD STABILIZER	LOT	57	[illegible]	[illegible]	$0.00	$0.00	$0.00
6	SUBGRADE COMPACTING	LOT	57	[illegible]	[illegible]	[illegible]	$0.00	[illegible]
7	PRACTICAL COST CLEARING	LOT	52	[illegible]	[illegible]	[illegible]	$0.00	[illegible]
TOTAL TOTAL - EXCAVATION WITHOUT MOISTURE CONDITIONING:					**$[illegible]**	$[illegible]	$0.00	$[illegible]
				PER LOT	[illegible]			

EROSION CONTROL

ITEM NO.		UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	TD DISTRICT	TID MC	BOND FD
1	SILT FENCE	LF	1,000	$ [illegible]	[illegible]	$2,595.00	$0.00	$0.00
2	INLET PROTECTION	EA	32	[illegible]	[illegible]	[illegible]	$0.00	$0.00
3	SEED DISTURBED AREAS	AC	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
4	# COBLEK	LF	4,000	[illegible]	[illegible]	[illegible]	$0.00	$0.00
5	SWPPP	LS	1	$[illegible]	[illegible]	[illegible]	$0.00	$0.00
6	SWPPP MODIFICATION	EA	[illegible]	[illegible]	[illegible]	$10,000.00	$0.00	$0.00
TOTAL - EROSION CONTROL:					**$[illegible]**	$[illegible]	$0.00	$0.00
				PER LOT	$418.93			

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	TOTAL PRICE	TO DATE	THIS	REMAIN
	LOT SUTAT - WATER SYSTEMS							
5	8" PVC Water Main with trench [illegible]	LF	2,115	$31.00	$65,565.00	$65,565.00	$0.00	$0.00
6	8" New Valve	EA/DE	[illegible]	$1,250.00	$12,500.00	$12,500.00	$0.00	$0.00
10	Fire Hydrant Assembly	EA/DE	7	$7,920.00	$55,440.00	$55,440.00	$0.00	$0.00
11	Cast Iron Fittings	TON	5	$4,500.00	$22,500.00	$22,500.00	$0.00	$0.00
16	Concrete Blocking	CY	5	$200.00	$200.00	$200.00	$0.00	$0.00
18	Water Service	EA/DE	52	380.00	$19,760.00	$19,760.00	$0.00	$0.00
19	Jetting	LF	2,115	$1.50	$3,165.00	$3,165.00	$0.00	$0.00
20	TRENCH SAFETY	LF	2,115	$0.50	$1,057.50	$1,057.50	$0.00	$0.00
21	MOBILIZATION (5% TOTAL)	LS	5%	12,1[illegible].40	12,648.17	12,648.17	$0.00	$0.00
	SUBTOTAL OF WATER - PLUS 5% MOBILIZATION				$189,280.67	$189,280.67	$0.00	$0.00
				PER LOT	$7,571.23			
	LOT SUTAT - SANITARY SEWER							
8	4" Diameter Wye [illegible]	EA/DE	7	$1,101.00	$7,707.00	$7,707.00	$0.00	$0.00
10	System Testing ALTV	LF	2,115	$1.25	$2,643.75	$2,643.75	$0.00	$0.00
11	Cleanout [illegible]	LS	2,115	$1.00	$2,115.00	$2,115.00	$0.00	$0.00
12	8" PVC SDR 26 Gravity Sanitary Sewer Main	LF	2,115	$40.00	$84,600.00	$84,600.00	$0.00	$0.00
13	[illegible]	EA/DE	52	3[illegible].00	$20,[illegible]	$20,[illegible]	$0.00	$0.00
15	MOBILIZATION (5% TOTAL)	LS	5%	[illegible]	[illegible]	[illegible]	$0.00	$0.00
	SUBTOTAL OF SANITARY SEWER - PLUS 5% MOBILIZATION				$272,[illegible]	$272,[illegible]	$0.00	$0.00
				PER LOT	$[illegible]			
	LOT SUTAT - STREET SYSTEM							
7	8" Class 200 SCP	LF	2,115	$1.00	$2,115.00	$2,115.00	$0.00	$0.00
23	TRENCH SAFETY	LF	2,115	$1.00	$2,115.00	$2,115.00	$0.00	$0.00
24	MOBILIZATION (5% TOTAL)	LS	5%	$4,200.00	$4,[illegible]	$4,[illegible]	$0.00	$0.00
	SUBTOTAL OF STREET SYSTEM - PLUS 5% MOBILIZATION				$[illegible]	$[illegible]	$0.00	$0.00
				PER LOT	$[illegible]			
	TOTAL WET UTILITIES				$[illegible]	$[illegible]	$0.00	$0.00
				PER LOT	$[illegible]			

PAVING

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DEBT	PID MC	NON-PID
2	[illegible]	SY	9	42.00	[illegible]	$0.00	$0.00	$0.00
3	[illegible]	SY	1,995	[illegible]	[illegible]	[illegible]	[illegible]	$0.00
4	[illegible]	SY	8,785	[illegible]	[illegible]	[illegible]	[illegible]	$0.00
5	[illegible]	TN	165	150.00	[illegible]	[illegible]	[illegible]	$0.00
7	[illegible]	EA	6	2,000.00	[illegible]	[illegible]	[illegible]	$0.00
8	[illegible]	SF	1,200	6.00	[illegible]	$0.00	[illegible]	$0.00
9	[illegible]	SF	17,150	8.00	[illegible]	$0.00	[illegible]	$0.00
10	[illegible]	LF	79	[illegible]	[illegible]	[illegible]	$0.00	$0.00
TOTAL PAVING					$613,068.51	[illegible]	[illegible]	$0.00
				PER LOT	[illegible]			

SITE FENCING / RETAINING WALLS / LANDSCAPE

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DEBT	PID MC	NON-PID
1	ENTRY FEATURE	LS	1	[illegible]	[illegible]	$0.00	[illegible]	$0.00
2	SCREENING WALL - BRICK/STEEL WALL	LF	1,715	[illegible]	[illegible]	$0.00	[illegible]	$0.00
4	GAZEBO OUTLIDE	EA	1	$2,250.00	[illegible]	$0.00	[illegible]	$0.00
7	LANDSCAPE AND IRRIGATION PERIMETER	SF	100,000.00	$7.00	[illegible]	$0.00	[illegible]	$0.00
13	LANDSCAPE AND IRRIGATION INTERNAL	SF	[illegible]	$7.00	[illegible]	$0.00	$0.00	$0.00
15	ELECTRIC METER/PEDESTAL UP FEES	EA	1.00	$1,000.00	$1,000.00	$0.00	$1,000.00	$0.00
16	LF WATER METERS AND IMPACT FEES	EA		$3,500.00	$0.00	$0.00	$0.00	$0.00
18	SF WATER METERS AND IMPACT FEES	EA	1.00	$10,000.00	$10,000.00	$0.00	$10,000.00	$0.00
16	RETAINING WALLS	LOT	67	$1,450.00	$97,150.00	$0.00	$0.00	$97,150.00
17	MAILBOX CLUSTER	EA	4	$1,250.00	$5,000.00	$5,000.00	$0.00	$0.00
18	STREET SIGNS	EA	7	$450.00	$3,150.00	$3,150.00	$0.00	$0.00
TOTAL - SITE FENCING/RETAINING WALLS/LANDSCAPE					$361,300.25	$0,031.00	$49,150.00	$97,000.00
				PER LOT	[illegible]			
					$44,[illegible]	$10,[illegible]	$[illegible]	

DRY UTILITIES (SDU)

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DEBT	PID MC	NON-PID
1	GAS CORP / SERVICE	LOT	52	$0.00	$0.00	$0.00	$0.00	$0.00
2	CABLE SERVICE	LOT	67	$0.00	$0.00	$0.00	$0.00	$0.00
3	STREET LIGHTS	EA	7	$0.00	$0.00	$0.00	$0.00	$0.00
3	STREET LIGHT CONDUITS	LF	[illegible]	$0.00	[illegible]	[illegible]	$0.00	$0.00
TOTAL - DRY UTILITIES					$45,000.00	[illegible]	$0.00	$0.00
				PER LOT	[illegible]			

ROLLBACK TAXES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DEBT	PID MC	NON-PID
1	ROLLBACK TAXES	AC	16.4	$2,500.00	$38,800.00	$0.00	$0.00	$38,800.00
TOTAL - DRY UTILITIES					$38,800.00	$0.00	$0.00	$38,800.00
				PER LOT	$464.[illegible]			
					$3,616,217.80	$1,488,065.10	$791,822.06	$808,340.00

ANACAPRI - ANNA
FERGUSON PARKWAY PHASE 1C BUDGET
8/4/2022

ENGINEERING, CONSULTING, AND FEES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LF	PER FT
1	[illegible]	LS	1	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ -
2	[illegible]	%	[illegible]	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ -
3	CITY REVIEW	LS	1	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -
4	CMT	%	2%	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ -
TOTAL - ENGINEERING, CONSULTING, AND FEES					$122,208.46	$0.00	$122,208.46	$0.00

CLEARING AND SITE PREPARATION

EXCAVATION

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LF	PER FT
1	CONSTRUCTION STAKING	EA	1	$2,000.00	$2,000.00	$0.00	$2,000.00	$0.00
2	CLEARING AND GRUBBING	AC	[illegible]	$2,000.00	$[illegible]	$0.00	$[illegible]	$0.00
3	[illegible] EXCAVATION	CY	[illegible]	$[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
SUB TOTAL - EXCAVATION, [illegible]					$[illegible]	$0.00	$[illegible]	$0.00

EROSION CONTROL

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LF	PER FT
1	[illegible]	LF	[illegible]	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ -
2	[illegible]	EA	[illegible]	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ -
3	[illegible]	LF	[illegible]	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ -
4	[illegible]	LF	[illegible]	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ -
5	[illegible]	LF	[illegible]	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ -
6	[illegible]	EA	[illegible]	$ [illegible]	$ [illegible]	$ -	$ [illegible]	$ -
TOTAL - EROSION CONTROL					$[illegible]	$0.00	$[illegible]	$0.00

WET UTILITIES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LF	PER FT
[illegible]								
2	[illegible]	LF	[illegible]	$[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
3	[illegible]	EACH	1	$2,[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
10	[illegible]	EACH	4	$4,[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
11	[illegible]	TN	2	$8,000.00	$16,000.00	$0.00	$16,000.00	$0.00
12	[illegible]	CY	2	$100.00	$200.00	$0.00	$200.00	$0.00
13	[illegible]	LF	[illegible]	$[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
14	[illegible]	LS	1	$3,500.00	$3,500.00	$0.00	$3,500.00	$0.00
15	[illegible]	EACH	2	$[illegible]	$2,400.00	$0.00	$2,400.00	$0.00
16	[illegible]	[illegible]	1	$[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
18	[illegible]	LF	[illegible]	$[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
19	[illegible]	LF	2%	[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
SUB TOTAL - [illegible]					$[illegible]	$0.00	$[illegible]	$0.00

[illegible]

7	[illegible]	LF	[illegible]	$[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
22	[illegible]	LF	[illegible]	$[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
24	[illegible]	LF	2%	[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
SUB TOTAL - [illegible]					$[illegible]	$0.00	$[illegible]	$0.00

TOTAL - WET UTILITIES	$[illegible]	$0.00	$[illegible]	$0.00

PAVING

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER MC	PER FTE
1	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5	[illegible]	TN	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
12	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
PAVING SUBTOTAL					[illegible]	[illegible]	[illegible]	[illegible]

SITE EXCAVATION / RETAINING WALLS / LANDSCAPE

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER MC	PER FTE
10	STREET SIGNS	EA	1	$[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
	TOTAL - SITE EXCAVATION / RETAINING WALLS / LANDSCAPE				$[illegible]	$0.00	$[illegible]	$0.00
				2023 LOT:	$[illegible]			

DRY UTILITIES (WD)

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER MC	PER FTE
1	[illegible]	LOT	1	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]
2	[illegible]	LOT	1	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]
3	STREET LIGHTS	EA	1	$[illegible]	$[illegible]	$0.00	$[illegible]	$[illegible]
4	[illegible]	LF	[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]	$[illegible]
	TOTAL - DRY UTILITIES				$[illegible]	$[illegible]	$[illegible]	$[illegible]
				2023 LOT:	$[illegible]			

DEVELOPER TAXES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER MC	PER FTE
1	ROLLBACK TAXES	AC	1.0	$[illegible]	$[illegible]	$0.00	$[illegible]	$[illegible]
	TOTAL - DRY UTILITIES				$[illegible]	$0.00	$[illegible]	$[illegible]
				2023 LOT:	$[illegible]			
					$[illegible]	$0.00	$[illegible]	$[illegible]

ANACAPRI - ANNA
FERGUSON PARKWAY NORTH OF 1C BUDGET
8/4/2022

ENGINEERING, CONSULTING, AND FEES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DRIVEWAY	PER LOT	PER FOOT
1	[illegible]	LS	1	$ [illegible]	$ [illegible]	$	$ [illegible]	$
2	[illegible]	%	5%	$ [illegible]	$ [illegible]	$	$ [illegible]	$
3	CITY REVIEW	LS	1	$ 1,700.00	$ 1,700.00	$	$ 1,700.00	$
4	LIMIT	%	2%	$ [illegible]	$ [illegible]	$	$ 18,710.00	$
TOTAL - ENGINEERING, CONSULTING, AND FEES					$ [illegible]	$0.00	$ [illegible]	$0.00

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DRIVEWAY	PER LOT	PER FOOT
1	CONSTRUCTION ENTRANCE	EA	1	$2,000.00	$2,000.00	$0.00	$2,000.00	$0.00
2	CLEARING AND GRUBBING	AC	1.93	$2,000.00	$3,860.00	$0.00	$3,860.00	$0.00
3	[illegible]	CY	5,000	$ 5.00	$ [illegible]	$0.00	$ [illegible]	$0.00
SUB-TOTAL - EXCAVATION [illegible]					$ [illegible]	$0.00	$ [illegible]	$0.00

DIVISION CONTROL

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DRIVEWAY	PER LOT	PER FOOT
1	[illegible]	LF	1,950	$ [illegible]	$ [illegible]	$ 0	$ [illegible]	$ 0.00
2	SILT PROTECTION	EA	7	$ [illegible]	$ [illegible]	$ 0	$ [illegible]	$ 0.00
3	[illegible]	SY	11	$ [illegible]	$ [illegible]	$ 0	$ [illegible]	$ 0.00
4	[illegible]	LF	[illegible]	$ [illegible]	$ [illegible]	$ 0	$ [illegible]	$ 0.00
5	[illegible]	LF	1	$ [illegible]	$ [illegible]	$ 0	$ [illegible]	$ 0.00
6	SWPPP/BMPS/TCEQ	EA	12	$1,000.00	$ 1,200.00	$0.00	$ 1,200.00	$0.00
TOTAL - [illegible]					$ [illegible]	$ 0	$ [illegible]	$ 0.00

WET UTILITIES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DRIVEWAY	PER LOT	PER FOOT
[illegible]								
[illegible]	[illegible]	LF	1,950	$[illegible]	$[illegible]	$ 0	$[illegible]	$ 0.00
9	16" Gate Valve	EACH	2	$[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
10	[illegible] Assembly	EACH	1	$[illegible]	$ [illegible]	$0.00	$ [illegible]	$0.00
11	[illegible] Fittings	LB	1	$[illegible]	$ [illegible]	$0.00	$ [illegible]	$0.00
12	Locate Beacon	CY	2	$[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
13	[illegible] Testing	LF	1,950	$[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
14	Traffic Control	LS	1	$[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
15	CONNECT TO EXISTING	EACH	1	$ [illegible]	$[illegible]	$0.00	$[illegible]	$0.00
16	Flow Meter	EACH	0	$ [illegible]	$0.00	$0.00	$0.00	$0.00
17	TRENCH SAFETY	LF	1,950	$[illegible]	$ [illegible]	$0.00	$ [illegible]	$0.00
18	[illegible]	LF	[illegible]	$[illegible]	$[illegible]	$ 0	$[illegible]	$ 0.00
SUB-TOTAL UTILITIES - [illegible]					$[illegible]	$0.00	$[illegible]	$0.00
[illegible]								
1	[illegible]	LF	1,950	$[illegible]	$[illegible]	$ 0	$[illegible]	$ 0.00
2	[illegible]	LF	1,950	$[illegible]	$[illegible]	$ 0	$[illegible]	$ 0.00
23	TRENCH SAFETY	LF	1,950	$[illegible]	$ [illegible]	$0.00	$ [illegible]	$0.00
24	[illegible]	LF	[illegible]	$[illegible]	$[illegible]	$0.00	$[illegible]	$0.00
SUB-TOTAL UTILITIES - [illegible]					$[illegible]	$0.00	$[illegible]	$0.00
TOTAL WET UTILITIES					$[illegible]	$ 0	$[illegible]	$ 0.00

DRAINAGE

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER INC	PER FEE
1	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5	[illegible]	TN	50	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
12	[illegible]	LS	1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
14	MAINTENANCE BOND	LS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTAL DRAINAGE					[illegible]	[illegible]	[illegible]	[illegible]

SITE FENCING / RETAINING WALLS / LANDSCAPE

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER INC	PER FEE
15	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	TOTAL - SITE FENCING / RETAINING WALLS / LANDSCAPE				[illegible]	[illegible]	[illegible]	[illegible]
				2020 LOT:	[illegible]			

DRY UTILITIES (WE)

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER INC	PER FEE
1	ELECTRIC SERVICE	LOT	1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	GAS SERVICE	LOT	1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	STREET LIGHTS	EA	2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	TOTAL - DRY UTILITIES				[illegible]	[illegible]	[illegible]	[illegible]
				2020 LOT:	[illegible]			

ROLLBACK TAXES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER INC	PER FEE
1	ROLLBACK TAXES	AC	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	TOTAL - DRY UTILITIES				[illegible]	[illegible]	[illegible]	[illegible]
				2020 LOT:	[illegible]			
					[illegible]	[illegible]	[illegible]	[illegible]

ANACAPRI - ANNA
FERGUSON PARKWAY SOUTH OF ROSEMOND BUDGET
8/4/2022

ENGINEERING, CONSULTING, AND FEES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LF	POP FEE
1	[illegible]	LS	1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	%	5%	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	CITY REVIEW	LS	1	1,000.00	1,000.00	[illegible]	[illegible]	[illegible]
4	LIMIT	%	2%	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTAL - ENGINEERING, CONSULTING, AND FEES					168,758.72	50.00	168,758.72	0.00

CLEARING AND SITE PREPARATION

EXCAVATION

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LF	POP FEE
1	CONSTRUCTION STAKING	EA	1	12,000.00	12,000.00	50.00	12,000.00	0.00
2	CLEARING AND GRUBBING	AC	1.0	12,000.00	12,000.00	50.00	12,000.00	0.00
3	[illegible] EXCAVATION	CY	[illegible]	[illegible]	[illegible]	50.00	[illegible]	0.00
SUB TOTAL - EXCAVATION [illegible]					[illegible]	50.00	[illegible]	0.00

EROSION CONTROL

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LF	POP FEE
1	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	0.00
2	[illegible]	EA	1	[illegible]	[illegible]	[illegible]	[illegible]	0.00
3	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	0.00
4	[illegible]	LF	1,000	[illegible]	[illegible]	50.00	[illegible]	0.00
5	[illegible]	LS	1	[illegible]	500.00	50.00	500.00	0.00
6	[illegible]	EA	12	[illegible]	[illegible]	[illegible]	[illegible]	0.00
TOTAL - EROSION CONTROL					[illegible]	50.00	[illegible]	0.00

WET UTILITIES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LF	POP FEE
[illegible]								
2	[illegible]	LF	[illegible]	[illegible]	[illegible]	50.00	[illegible]	0.00
3	[illegible]	EACH	1	[illegible]	[illegible]	50.00	[illegible]	0.00
10	[illegible]	EACH	2	14,271.00	28,542.00	50.00	28,542.00	0.00
11	[illegible]	TN	2	10,000.00	20,000.00	50.00	20,000.00	0.00
12	[illegible]	CY	1	500.00	500.00	50.00	500.00	0.00
13	[illegible]	LF	[illegible]	[illegible]	[illegible]	50.00	[illegible]	0.00
14	[illegible]	LS	1	12,000.00	12,000.00	50.00	12,000.00	0.00
15	[illegible]	EACH	2	1,200.00	2,400.00	50.00	2,400.00	0.00
16	[illegible]	EACH	2	[illegible]	[illegible]	[illegible]	[illegible]	0.00
18	[illegible]	LF	[illegible]	[illegible]	[illegible]	50.00	[illegible]	0.00
19	[illegible]	LF	2%	[illegible]	[illegible]	50.00	[illegible]	0.00
[illegible]	[illegible]				[illegible]	[illegible]	[illegible]	0.00

[illegible]

7	[illegible]	LF	[illegible]	[illegible]	[illegible]	50.00	[illegible]	0.00
22	[illegible]	LF	[illegible]	[illegible]	[illegible]	50.00	[illegible]	0.00
24	[illegible]	LF	2%	[illegible]	[illegible]	50.00	[illegible]	0.00
SUB TOTAL UTILITIES - STORM SEWER					[illegible]	50.00	[illegible]	0.00

TOTAL WET UTILITIES					[illegible]	50.00	[illegible]	0.00

PARKING

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LOT	PER FT
1	[illegible]	SY	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
2	[illegible]	SY	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
3	[illegible]	TN	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
4	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
5	[illegible]	SF	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
13	[illegible]	LF	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
14	[illegible]	SY	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
TOTAL PARKING					[illegible]	$0.00	[illegible]	$0.00

SITE LIGHTING / RETAINING WALLS / LANDSCAPE

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LOT	PER FT
10	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
	TOTAL - SITE LIGHTING / RETAINING WALLS / LANDSCAPE				[illegible]	$0.00	[illegible]	$0.00
				PER LOT:	[illegible]			

DRY UTILITIES (WE)

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LOT	PER FT
1	ELECTRIC SERVICE	LOT	1	$0.00	$0.00	$0.00	$0.00	$0.00
2	GAS SERVICE	LOT	1	$0.00	$0.00	$0.00	$0.00	$0.00
3	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	SF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	TOTAL - DRY UTILITIES				[illegible]	[illegible]	[illegible]	[illegible]
				PER LOT:	[illegible]			

ROLLBACK TAXES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER LOT	PER FT
1	ROLLBACK TAXES	AC	[illegible]	$0.00	$0.00	$0.00	$0.00	$0.00
	TOTAL - DRY UTILITIES				$0.00	$0.00	$0.00	$0.00
				PER LOT:	[illegible]			

[illegible]	$0.00	[illegible]	$0.00

ANACAPRI - ANNA
PHASE 2 - BUDGET

ENGINEERING, CONSULTING, AND FEES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER IMP	PER LOT
1	[illegible]	LOT	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ -
2	[illegible]	LOT	[illegible]	[illegible]	[illegible]	[illegible]	$ -	$ -
3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ -
4	DISTRICT FEES	%	3%	[illegible]	[illegible]	[illegible]	[illegible]	$ -
5	CITY APPLICATION FEES	LS	1	$ 25,000.00	$ 25,000.00	$ 15,000.00	$ 10,000.00	$ -
6	[illegible]	LOT	[illegible]	$ -	$ -	$ -	$ -	$ -
7	TCEQ PWS LICENSE DEPOSITS	LS	0	$ 75,000.00	$ -	$ -	$ -	
8	SURVEYING & DEDICATION FEES	LOT	217	$ 650.00	$ 141,250.00	$ -	$ -	$ 141,250.00
9	PHASE 1 REVISIONS/MISC	LS	0	$ 1,500.00	$ -	$ -	$ -	$ -
10	PRELIMINARY SOILS REPORT	LS	0	$ 15,000.00	$ -	$ -	$ -	$ -
11	FINAL SOILS REPORT	LOT	217	$ 110.00	$ 23,870.00	$ 23,870.00	$ -	$ -
12	EMT	%	2%	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
13	[illegible]	[illegible]	[illegible]	$ -	$ -	$ -	$ -	$ -
14	[illegible]	[illegible]	[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
TOTAL - ENGINEERING, CONSULTING, AND FEES					[illegible]	[illegible]	[illegible]	[illegible]
				PHASE 2 PER LOT	[illegible]	[illegible]	[illegible]	[illegible]

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER IMP	PER LOT
1	[illegible]	[illegible]	1	[illegible]	[illegible]	[illegible]	[illegible]	$ 0.00
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ 0.00	$ 0.00
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ 0.00
4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ 0.00	$ 0.00
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ 0.00
8	[illegible]	LOT	[illegible]	[illegible]	$ 0.00	$ 0.00	$ 0.00	$ 0.00
5	POLYGEAL DCTL	LOT	217	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
6	[illegible]	LOT	[illegible]	[illegible]	[illegible]	$ 0.00	$ 0.00	[illegible]
7	[illegible]	LOT	[illegible]	[illegible]	[illegible]	$ 0.00	$ 0.00	[illegible]
	[illegible]				[illegible]	[illegible]	[illegible]	[illegible]
				PHASE 2 PER LOT	[illegible]	[illegible]	[illegible]	[illegible]

DIVISION CONTROL

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER IMP	PER LOT
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ 0.00	$ 0.00
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ 0.00	$ 0.00
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ 0.00	$ 0.00
4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ 0.00	$ 0.00
4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ 0.00	$ 0.00
5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ 0.00	$ 0.00
6	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ 0.00	$ 0.00
7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ 0.00	$ 0.00
TOTAL - DIVISION CONTROL					[illegible]	[illegible]	$ 0.00	$ 0.00
				PHASE 2 PER LOT	[illegible]	[illegible]	$ 0.00	$ 0.00

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED COST	PRIVATE	PUBLIC	PUBLIC
	[illegible]							
1	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5	12" Tee	EACH	1	$2,200.00	$2,200.00	$2,200.00	$0.00	$0.00
6	24" Tee	EACH	1	$1,200.00	$1,200.00	$1,200.00	$0.00	$0.00
7	12" Elbow	EACH	7	$2,000.00	$14,000.00	$14,000.00	$0.00	$0.00
8	24" Cast Iron Assembly	EACH	14	$4,791.00	$67,074.00	$67,074.00	$0.00	$0.00
	24" Cast Iron Assembly - MI	EACH	4	$4,791.00	$19,164.00	$0.00	$19,164.00	$0.00
9	Cast Iron Fittings	TN	4	$8,000.00	$32,000.00	$32,000.00	$0.00	$0.00
	Cast Iron Fittings - MI	TN	4	$8,000.00	$32,000.00	$0.00	$32,000.00	$0.00
10	Water Meters	EACH	222	$1,800.00	$399,600.00	$399,600.00	$0.00	$0.00
11	Trenching and TRENCH SAFETY	LF	10,548	$2.00	$21,096.00	$21,096.00	$0.00	$0.00
12	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
13	[illegible]	LF	276	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]				[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]				[illegible]	[illegible]	[illegible]	[illegible]

[illegible]

1	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	LF	[illegible]	$60.00	$180,000.00	$0.00	$180,000.00	$0.00
2	5X Duamber Manhole	EACH	2	$12,775.00	$25,550.00	$25,550.00	$0.00	$0.00
	5X Duamber Manhole - MI	EACH	2	$12,775.00	$25,550.00	$0.00	$25,550.00	$0.00
3	4X Duamber Manhole	EACH	23	$8,575.00	$197,225.00	$197,225.00	$0.00	$0.00
	4X Duamber Manhole - MI	EACH	13	$8,575.00	$111,475.00	$0.00	$111,475.00	$0.00
4	System Testing & CCTV	LF	[illegible]	$1.00	[illegible]	[illegible]	$0.00	$0.00
	System Testing & CCTV - MI	LF	[illegible]	$1.00	[illegible]	[illegible]	[illegible]	[illegible]
5	Trench Safety	LF	[illegible]	$1.00	[illegible]	[illegible]	$0.00	$0.00
	Trench Safety - MI	LF	[illegible]	$1.00	[illegible]	$0.00	[illegible]	$0.00
6	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7	[illegible]	LF	276	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]				[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]				[illegible]	[illegible]	[illegible]	[illegible]

[illegible]

1	4" & 6" ASTM C 700-97 Gate Valves	LF	220	$550.00	$97,200.00	$97,200.00	$0.00	$0.00
2	4" & 6" ASTM C 700-97 Gate Valves - ME	LF	1,460	$550.00	$803,000.00	$0.00	$803,000.00	$0.00
3	4" & 6" ASTM C 700-97 Gate Valves - ME	LF	870	$550.00	$478,500.00	$0.00	$478,500.00	$0.00
4	30" Class 250 PVC	LF	250	$167.00	$41,750.00	$41,750.00	$0.00	$0.00
5	24" Class 250 PVC	LF	[illegible]	$87.00	[illegible]	[illegible]	$0.00	$0.00
6	18" Class 250 PVC	LF	[illegible]	$87.00	[illegible]	[illegible]	$0.00	$0.00
	18" Class 250 PVC - ME	LF	470	$87.00	$40,950.00	$0.00	$40,950.00	$0.00
7	18" Bore Casing Pipe	EACH	27	$4,200.00	[illegible]	[illegible]	$0.00	$0.00
	18" Bore Casing Pipe - MI	EACH	12	$4,200.00	[illegible]	$0.00	[illegible]	$0.00
8	[illegible]	EACH	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
9	[illegible]	EACH	1	[illegible]	[illegible]	$0.00	[illegible]	$0.00
10	[illegible]	EACH	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
	[illegible]	EACH	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
11	4" & 6" ASTM C 700-97 Gate Valves Fitting	EACH	2	$1,500.00	$3,000.00	$3,000.00	$0.00	$0.00
12	4" & 6" ASTM C 700-97 Gate Valves Fitting	EACH	1	$1,500.00	$1,500.00	$1,500.00	$0.00	$0.00
13	18" Class 250 PVC Fitting	EACH	4	$800.00	$3,200.00	$3,200.00	$0.00	$0.00
14	Connect PVC	EACH	2	$3,000.00	$6,000.00	$6,000.00	$0.00	$0.00
15	4" & 6" PVC Type A Bedding - ME	EACH	2	$17,500.00	$35,000.00	$0.00	$35,000.00	$0.00
16	4" & 6" PVC Type A Bedding - MI	EACH	1	$17,500.00	$17,500.00	$0.00	$17,500.00	$0.00
17	30" Type A Bedding	EACH	2	$12,500.00	$25,000.00	$25,000.00	$0.00	$0.00
18	24" Type A Bedding	EACH	4	$12,500.00	$50,000.00	$50,000.00	$0.00	$0.00
19	18" Type A Bedding	EACH	5	$12,500.00	$62,500.00	$62,500.00	$0.00	$0.00
20	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
21	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
22	[illegible]	LF	276	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
			[illegible]					
	[illegible]				[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]				[illegible]	[illegible]	[illegible]	[illegible]

[illegible]

[illegible]					[illegible]	[illegible]	[illegible]	[illegible]
				[illegible]	[illegible]			

[illegible]

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER HE	POP FEE
1	[illegible]	SY	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
2	[illegible]	SY	[illegible]	[illegible]	[illegible]	$0.00	$0.00	$0.00
3	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
	[illegible]	SY	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
4	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
5	[illegible]	SY	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
6	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
7	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
	[illegible]	SY	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
8	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
10	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	$0.00	$0.00
11	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	$0.00	$0.00
12	[illegible]	LF	[illegible]	[illegible]	[illegible]	$0.00	$0.00	$0.00
13	[illegible]	LF	[illegible]	[illegible]	[illegible]	$0.00	$0.00	$0.00
14	[illegible]	LF	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
15	[illegible]	LF	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
16	[illegible]	LF	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
17	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
18	[illegible]	EA	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
19	[illegible]	LF	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
20	[illegible]	SF	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
21	[illegible]	LF	[illegible]	[illegible]	[illegible]	$0.00	$0.00	$0.00
[illegible]					[illegible]	[illegible]	[illegible]	$0.00
				[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

SITE DESIGN / RETAINING WALLS / LANDSCAPE

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER HE	POP FEE
1	[illegible]	LS	[illegible]	[illegible]	[illegible]	$0.00	[illegible]	$0.00
2	[illegible]	LF	[illegible]	$100.00	[illegible]	$0.00	[illegible]	$0.00
3	[illegible]	EA	10	[illegible]	[illegible]	$0.00	[illegible]	$0.00
4	[illegible]	EA	2	$10,000.00	$20,000.00	$0.00	$20,000.00	$0.00
5	[illegible]	SF	[illegible]	$0.00	[illegible]	$0.00	[illegible]	$0.00
6	[illegible]	LF	[illegible]	$0.00	$0.00	$0.00	$0.00	$0.00
7	[illegible]	SF	[illegible]	$0.00	[illegible]	$0.00	$0.00	$0.00
8	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0.00
9	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0.00
10	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	[illegible]
11	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	[illegible]
12	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	[illegible]
13	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	[illegible]
14	[illegible]	EA	[illegible]	[illegible]	[illegible]	[illegible]	$0.00	$0.00
	[illegible]				[illegible]	[illegible]	[illegible]	[illegible]
				[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

DRY UTILITIES (SOD)

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER HE	POP FEE
1	[illegible]	LOT	[illegible]	$0.00	$0.00	$0.00	$0.00	$0.00
2	[illegible]	LOT	[illegible]	$0.00	$0.00	$0.00	$0.00	$0.00
3	[illegible]	EA	7	$0.00	$0.00	$0.00	$0.00	$0.00
4	[illegible]	LF	[illegible]	$0.00	[illegible]	[illegible]	$0.00	$0.00
				[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
				[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

ROUTE TRAFFIC TAXES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER HE	POP FEE
1	ROUTE BACK TAXES	AC	[illegible]	$0.00	[illegible]	$0.00	$0.00	[illegible]
	TOTAL - DRY UTILITIES				[illegible]	$0.00	$0.00	[illegible]
				[illegible]	$[illegible]	[illegible]	[illegible]	[illegible]
					[illegible]	[illegible]	[illegible]	[illegible]

ANACAPRI - ANNA
FERGUSON NORTH 2 LANES - BUDGET
8/4/2022

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PE DEBIT	PID NE	BOND ED
1	PRELIMINARY ENGINEERING AND SURVEYING	LS	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
2	CONSTRUCTION MANAGEMENT	LS	0	$ [illegible]	$ -	$ -	$ -	$ -
4	DESIGN COSTS	%	[illegible]	$[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
5	CITY APPLICATION FEES	LS	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$
10	[illegible]	%	[illegible]	$[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$
TOTAL - ENGINEERING, CONSULTING, AND FEES:					$110,200.32	$[illegible]	$[illegible]	$0.00

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PE DEBIT	PID NE	BOND ED
1	CONSTRUCTION SITE ENTRANCE	EA	1	$[illegible]	[illegible]	$[illegible]	$0.00	$[illegible]
2	CLEARING AND GRUBBING	AC	[illegible]	$[illegible]	[illegible]	$0.00	$0.00	[illegible]
3	UNCLASSIFIED EXCAVATION	CY	[illegible]	[illegible]	[illegible]	$[illegible]	$0.00	[illegible]
4	REMOVE REINFORCED CONCRETE PAVEMENT	LS	0	[illegible]	$0.00	$0.00	$0.00	$0.00
5	POOR SOIL [illegible]	LS	0	[illegible]	$0.00	$0.00	$0.00	$0.00
6	[illegible]	LS	1	[illegible]	[illegible]	$[illegible]	$0.00	[illegible]
7	[illegible]	LS	1	[illegible]	[illegible]	$[illegible]	$0.00	[illegible]
TOTAL - EXCAVATION WITHOUT MOBILIZATION:					$[illegible]	[illegible]	$0.00	[illegible]

EROSION CONTROL

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PE DEBIT	PID NE	BOND ED
1	SILT FENCE	LF	[illegible]	$[illegible]	[illegible]	[illegible]	$0.00	$0.00
2	INLET PROTECTION	EA	0	[illegible]	[illegible]	[illegible]	$0.00	$0.00
3	SEED DISTURBED AREAS	AC	[illegible]	[illegible]	[illegible]	$700.00	$0.00	$0.00
4	4' CURLEX	LF	[illegible]	[illegible]	$[illegible]	$[illegible]	$0.00	$0.00
5	[illegible]	LS	0	$[illegible]	$0.00	$0.00	$0.00	$0.00
6	[illegible]	EA	[illegible]	$[illegible]	$[illegible]	$[illegible]	$0.00	$0.00
TOTAL - EROSION CONTROL:					$[illegible]	$[illegible]	$0.00	$0.00

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	TO DEBOT	TO DNE	DONE
	ADDITIONAL PROJECT COSTS							
2	12" PVC Water Main with Appurtenances	LF	1,400	$90.00	$126,000.00	$0.00	$126,000.00	$0.00
4	12" Gate Valve	EA/DE	6	$2,470.00	$14,820.00	$0.00	$14,820.00	$0.00
5	8" PVC Water Main with Fittings	LF	0	$37.00	$0.00	$0.00	$0.00	$0.00
6	8" Gate Valve	EA/DE	0	$1,850.00	$0.00	$0.00	$0.00	$0.00
10	Fire Hydrant Assembly	EA/DE	4	$4,554.00	$18,216.00	$18,216.00	$0.00	$0.00
11	Cast Iron Fittings	TON	2	$8,000.00	$16,000.00	$16,000.00	$0.00	$0.00
16	Concrete Blocking	CY	8	$ 62.00	$496.00	$496.00	$0.00	$0.00
17	Connection & Pressure Test	LF	1,400	$5.00	$7,000.00	$7,000.00	$0.00	$0.00
18	Water Service	EA/DE	0	$1,850.00	$0.00	$0.00	$0.00	$0.00
19	TRENCH SAFETY	EA/DE	2	$4,500.00	$9,000.00	$9,000.00	$0.00	$0.00
20	TRENCH SAFETY	LF	1,400	$0.50	$700.00	$700.00	$0.00	$0.00
21	MAINTENANCE BOND	LF	5%	$13,294.00	$13,955.69	$13,955.69	$0.00	$0.00
	SUBTOTAL OFFSITE - WATER IMPROVEMENTS				$196,220.28	$56,820.69	$142,400.00	$0.00
	ADDITIONAL PROJECT COSTS - SANITARY SEWER							
2	12" PVC SDR 26 Gravity Sanitary Sewer Main	LF	0	$90.00	$0.00	$0.00	$0.00	$0.00
4	10" PVC SDR 26 Gravity Sanitary Sewer Main	LF	0	$38.00	$0.00	$0.00	$0.00	$0.00
5	5'-0" Diameter Manhole, Outside	EA/DE	0	$3,850.00	$0.00	$0.00	$0.00	$0.00
8	4'-0" Diameter Manhole Outside	EA/DE	0	$3,150.00	$0.00	$0.00	$0.00	$0.00
10	Sealant Testing Joints	LF	0	$0.20	$0.00	$0.00	$0.00	$0.00
11	Cleanout Valve	EA	0	$0.20	$0.00	$0.00	$0.00	$0.00
12	8" PVC SDR 26 Gravity Sanitary Sewer Main	LF	0	$28.00	$0.00	$0.00	$0.00	$0.00
14	Sewer Service	EA/DE	0	$450.00	$0.00	$0.00	$0.00	$0.00
15	MAINTENANCE BOND	LF	5%	$0.00	$0.00	$0.00	$0.00	$0.00
	SUBTOTAL OFFSITE - SANITARY SEWER				$0.00	$0.00	$0.00	$0.00
	ADDITIONAL PROJECT COSTS - TRUNK SEWER							
1	18" PVC SDR	LF	1,400	$ 55.50	$ 77,700.00	$ 77,700.00	$0.00	$0.00
23	TRENCH SAFETY	LF	1,400	$39.00	$54,600.00	$54,600.00	$0.00	$0.00
24	MAINTENANCE BOND	LF	5%	$2,695.00	$3,015.69	$3,015.69	$0.00	$0.00
	SUBTOTAL OFFSITE - TRUNK SEWER				$134,615.69	$134,615.69	$0.00	$0.00
	TOTAL WET UTILITIES				$330,835.98	$191,436.38	$142,400.00	$0.00

PAVING

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PD DIRECT	PID BE	NON-PID
1	[illegible]	SY	1,265	45.00	$[illegible]	$[illegible]	$0.00	$0.00
2	[illegible]	SY	0	47.00	$0.00	$0.00	$0.00	$0.00
3	[illegible]	SY	0	48.00	$0.00	$0.00	$0.00	$0.00
4	[illegible]	SY	4,208	4.00	$18,832.00	$15,130.59	$3,701.41	$0.00
5	[illegible]	TN	95	189.00	$18,277.00	$13,116.00	$5,161.00	$0.00
7	[illegible]	EA	6	[illegible]	$[illegible]	$[illegible]	$[illegible]	$0.00
8	[illegible]	SY	0	6.00	$0.00	$0.00	$0.00	$0.00
9	[illegible]	SY	0	8.00	$0.00	$0.00	$0.00	$0.00
10	[illegible]	LF	[illegible]	[illegible]	$[illegible]	$[illegible]	$0.00	$0.00
TOTAL PAVING					$[illegible]	$[illegible]	$[illegible]	$0.00

SITE FENCING / RETAINING WALLS / LANDSCAPE

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PD DIRECT	PID BE	NON-PID
1	[illegible]	LS		[illegible]	$0.00	$0.00	$0.00	$0.00
2	[illegible]	LF		[illegible]	$0.00	$0.00	$0.00	$0.00
4	[illegible]	EA		$[illegible]	$0.00	$0.00	$0.00	$0.00
5	[illegible]	SF		5.00	$0.00	$0.00	$0.00	$0.00
13	[illegible]	SF		5.00	$0.00	$0.00	$0.00	$0.00
13	[illegible]	EA		$[illegible]	$0.00	$0.00	$0.00	$0.00
14	2" WATER METER AND IMPACT FEES	EA		$8,[illegible]	$0.00	$0.00	$0.00	$0.00
15	3" WATER METERS AND IMPACT FEES	EA		$[illegible],000.00	$0.00	$0.00	$0.00	$0.00
16	RETAINING WALLS	LCT		$[illegible]	$0.00	$0.00	$0.00	$0.00
17	MAILBOX CLUSTER	EA	0	$1,[illegible]	$0.00	$0.00	$0.00	$0.00
18	[illegible]	EA	6	$[illegible]	$2,610.00	$2,610.00	$0.00	$0.00
	[illegible]				$2,610.00	$2,610.00	$0.00	$0.00

DRY UTILITIES (SIO)

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PD DIRECT	PID BE	NON-PID
1	ELECTRIC SERVICE	LCT	1	0.00	$0.00	$0.00	$0.00	$0.00
2	GAS SERVICE	LCT	1	0.00	$0.00	$0.00	$0.00	$0.00
3	STREET LIGHTS	EA	[illegible]	0.00	$0.00	$0.00	$0.00	$0.00
3	STREET LIGHT UPGRADES	LF	[illegible]	[illegible]	$[illegible]	$[illegible]	$0.00	$0.00
	TOTAL - DRY UTILITIES				$18,000.00	$18,000.00	$0.00	$0.00

ROLLBACK TAXES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PD DIRECT	PID BE	NON-PID
1	ROLLBACK TAXES	AC	30	$[illegible]	$0.00	$0.00	$0.00	$0.00
	TOTAL - DRY UTILITIES				$0.00	$0.00	$0.00	$0.00
					$888,905.64	$836,012.18	$[illegible]	$22,380.00

ANACAPRI - ANNA
ANNA TRUNK SEWER BUDGET (IF DEVELOPER INSTALLED)
8/4/2022

ENGINEERING, CONSULTING, AND FEES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER HC	PER FEE
1	[illegible]	LS	1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	%	5%	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	CITY REVIEW	LS	1	2,000.00	2,000.00	[illegible]	2,000.00	[illegible]
4	CMT	%	2%	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTAL - ENGINEERING, CONSULTING, AND FEES					345,184.47	50.00	41,420.37	0.00

EROSION CONTROL

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER HC	PER FEE
1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	EA	1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3	SEED DISTURBED AREAS	AC	10.00	500.00	5,000.00	50.00	5,000.00	0.00
4	[illegible]	LF	0	10.00	0.00	50.00	0.00	0.00
5	[illegible]	LF	0	11,[illegible]	0.00	50.00	0.00	0.00
6	SWPPP INSPECTIONS	EA	12	500.00	6,000.00	50.00	3,000.00	0.00
TOTAL - EROSION CONTROL					11,000.00	50.00	8,000.00	0.00

WET UTILITIES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PER DIRECT	PER HC	PER FEE
UTILITIES - ANNA SEWER								
2	[illegible]	LF	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	0.00
3	CONNECT TO EXISTING	EACH	1	12,500.00	12,500.00	50.00	12,500.00	0.00
7	SC Dunnie Nature Center	EACH	19	5,475.00	104,074.00	50.00	104,074.00	0.00
11	Sewer Trench CP	LF	1,700	50.00	85,000.00	50.00	85,000.00	0.00
12	Trench Safety	LF	1,700	5.00	8,500.00	50.00	8,500.00	0.00
14	[illegible]	LF	2%	[illegible]	[illegible]	50.00	[illegible]	0.00
[illegible]					[illegible]	[illegible]	[illegible]	0.00
TOTAL WET UTILITIES					[illegible]	[illegible]	[illegible]	0.00
					1,403,942.55	50.00	1,403,942.55	0.00

ANACAPRI - ANNA
OFFSITE TRUNK SEWER BUDGET
8/4/2022

ENGINEERING, CONSULTING, AND FEES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PE DIRECT	PE ME	POP-ME
1	[illegible]	LS	1	$ [illegible]	$ [illegible]	$	$ [illegible]	$
2	[illegible]	%	5%	$ [illegible]	$ [illegible]	$	$ [illegible]	$
3	CITY REVIEW	LS	1	$ 1,000.00	$ 1,000.00	$	$ 1,000.00	$
4	EMT	%	2%	$ [illegible]	$ [illegible]	$	$ [illegible]	$
TOTAL - ENGINEERING, CONSULTING, AND FEES					$ [illegible]	$0.00	$ [illegible]	$0.00

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PE DIRECT	PE ME	POP-ME
1	CONSTRUCTION STAKING	EA	1	$2,500.00	$2,500.00	$0.00	$2,500.00	$0.00
SUB TOTAL - STORM WATER POLLUTION PREVENTION PLAN (SWPPP)					$2,500.00	$0.00	$2,500.00	$0.00

EROSION CONTROL

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PE DIRECT	PE ME	POP-ME
1	SILT FENCE	LF	1,420	$ 1.20	$2,040.00	$0.00	$2,040.00	$0.00
2	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ [illegible]	[illegible]	$ [illegible]
3	[illegible]	EA	[illegible]	[illegible]	[illegible]	$ [illegible]	[illegible]	$ [illegible]
TOTAL - EROSION CONTROL					[illegible]	$ [illegible]	[illegible]	$ [illegible]

WET UTILITIES

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PE DIRECT	PE ME	POP-ME
WET UTILITIES - SANITARY SEWER								
1	[illegible]	LF	[illegible]	[illegible]	[illegible]	$ [illegible]	[illegible]	$ [illegible]
2	[illegible]	[illegible]	1	[illegible]	[illegible]	$ [illegible]	[illegible]	$ [illegible]
3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$ [illegible]	[illegible]	$ [illegible]
4	[illegible]	LF	[illegible]	$ 6.50	$ [illegible]	$0.00	$ [illegible]	$0.00
5	[illegible]	LF	[illegible]	$ 10.00	$ [illegible]	$0.00	$ [illegible]	$0.00
6	[illegible]	LF	[illegible]	[illegible]	[illegible]	$ [illegible]	[illegible]	$ [illegible]
SUB TOTAL - UTILITIES - SANITARY SEWER					[illegible]	$0.00	[illegible]	$0.00
TOTAL WET UTILITIES					[illegible]	$0.00	[illegible]	$0.00
					[illegible]	$0.00	[illegible]	$0.00

ANACAPRI - ANNA
WEST CROSSING BLVD - BUDGET
8/4/2022

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PE DEBIT	PID NE	PID ED
1	PRELIMINARY ENGINEERING AND SURVEYING	LS	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
2	CONSTRUCTION MANAGEMENT	LS	0	$ [illegible]	$ -	$ -	$ -	$ -
4	DRAINAGE FEES	%	[illegible]	$[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ -
5	CITY APPLICATION FEES	LS	1	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$
10	[illegible]	%	[illegible]	$[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$
TOTAL - ENGINEERING, CONSULTING, AND FEES:					[illegible]	[illegible]	[illegible]	[illegible]

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PE DEBIT	PID NE	PID ED
1	CONSTRUCTION SITE ENTRANCE	EA	0	$[illegible]	$0.00	$0.00	$0.00	$0.00
2	CLEARING AND GRUBBING	AC	0.00	$[illegible]	$0.00	$0.00	$0.00	$0.00
3	UNCLASSIFIED EXCAVATION	CY	0	$[illegible]	$0.00	$0.00	$0.00	$0.00
4	REMOVE REINFORCED CONCRETE PAVEMENT	LCY	0	$[illegible]	$0.00	$0.00	$0.00	$0.00
5	ROCK STABILIZER	LCY	0	$[illegible]	$0.00	$0.00	$0.00	$0.00
6	REMOVE LCY TRAFFIC BIRD	LCY	1	$[illegible]	$[illegible]	$[illegible]	$0.00	$[illegible]
7	REMOVE LCY CURBING	LCY	1	$[illegible]	$[illegible]	$[illegible]	$0.00	$[illegible]
TOTAL - EXCAVATION REMOVAL MOBILIZATION CONSTRUCTION:					$1,000.00	$[illegible]	$0.00	$[illegible]

EROSION CONTROL

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PE DEBIT	PID NE	PID ED
1	SILT FENCE	LF	3,000	$[illegible]	$[illegible]	$[illegible]	$0.00	$0.00
2	INLET PROTECTION	EA	0	$[illegible]	$0.00	$0.00	$0.00	$0.00
3	SEED DISTURBED AREAS	AC	0.00	$[illegible]	$0.00	$0.00	$0.00	$0.00
4	CURLEX	LF	0	$[illegible]	$0.00	$0.00	$0.00	$0.00
5	SWPPP	LS	0	$[illegible]	$0.00	$0.00	$0.00	$0.00
6	SWPPP INSPECTIONS	EA	0	$[illegible]	$0.00	$0.00	$0.00	$0.00
TOTAL - EROSION CONTROL:					$[illegible]	$[illegible]	$0.00	$0.00

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	TOTAL PRICE	ED PRESENT	ED NE	BOND ED
	[illegible] - [illegible]							
2	[illegible] Water Main with [illegible]	LF		$[illegible]	$0.00	$0.00	$0.00	$0.00
4	[illegible] Valve	EA/DE		$[illegible]	$0.00	$0.00	$0.00	$0.00
5	[illegible] Water Main with Fitting [illegible]	LF		$[illegible]	$0.00	$0.00	$0.00	$0.00
6	[illegible] Gate Valve	EA/DE		$[illegible]	$0.00	$0.00	$0.00	$0.00
10	[illegible] Assembly	EA/DE		$[illegible]	$0.00	$0.00	$0.00	$0.00
11	[illegible] Fitting	EA		$[illegible]	$0.00	$0.00	$0.00	$0.00
16	[illegible] Fitting	EA		[illegible]	$0.00	$0.00	$0.00	$0.00
17	[illegible] & [illegible]	LF		[illegible]	$0.00	$0.00	$0.00	$0.00
18	[illegible]	EA/DE		[illegible]	$0.00	$0.00	$0.00	$0.00
19	[illegible]	EA/DE		[illegible]	$0.00	$0.00	$0.00	$0.00
20	TRENCH SAFETY	LF		[illegible]	$0.00	$0.00	$0.00	$0.00
21	MAINTENANCE BOND	LF		[illegible]	$0.00	$0.00	$0.00	$0.00
	SUBTOTAL UTILITIES - [illegible]				$0.00	$0.00	$0.00	$0.00

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	TOTAL PRICE	ED PRESENT	ED NE	BOND ED
	[illegible] - SANITARY SEWER							
2	[illegible] SDR 26 Gravity Sanitary Sewer Main	LF	0	$[illegible]	$0.00	$0.00	$0.00	$0.00
4	[illegible] SDR 26 Gravity Sanitary Sewer Main	LF	1,001	$[illegible]	$90,[illegible]	$90,[illegible]	$0.00	$0.00
5	[illegible] Manhole, Outside	EA/DE	[illegible]	$[illegible]	$[illegible]	$[illegible]	$0.00	$0.00
8	[illegible] Manhole Outside	EA/DE	0	$[illegible]	$0.00	$0.00	$0.00	$0.00
10	Sewer Service [illegible]	LF	1,001	[illegible]	$4,[illegible]	$4,[illegible]	$0.00	$0.00
11	Cleanout Valve	LF	1,001	$[illegible]	$1,[illegible]	$1,[illegible]	$0.00	$0.00
12	[illegible] SDR 26 Gravity Sanitary Sewer Main	LF	0	$[illegible]	$0.00	$0.00	$0.00	$0.00
14	MAINTENANCE BOND	EA/DE	1	$[illegible]	$[illegible]	$[illegible]	$0.00	$0.00
15	MAINTENANCE BOND	LF	[illegible]	[illegible]	$[illegible]	$[illegible]	$0.00	$0.00
	SUBTOTAL UTILITIES - SANITARY SEWER				$294,800.40	$0.00	$0.00	$0.00

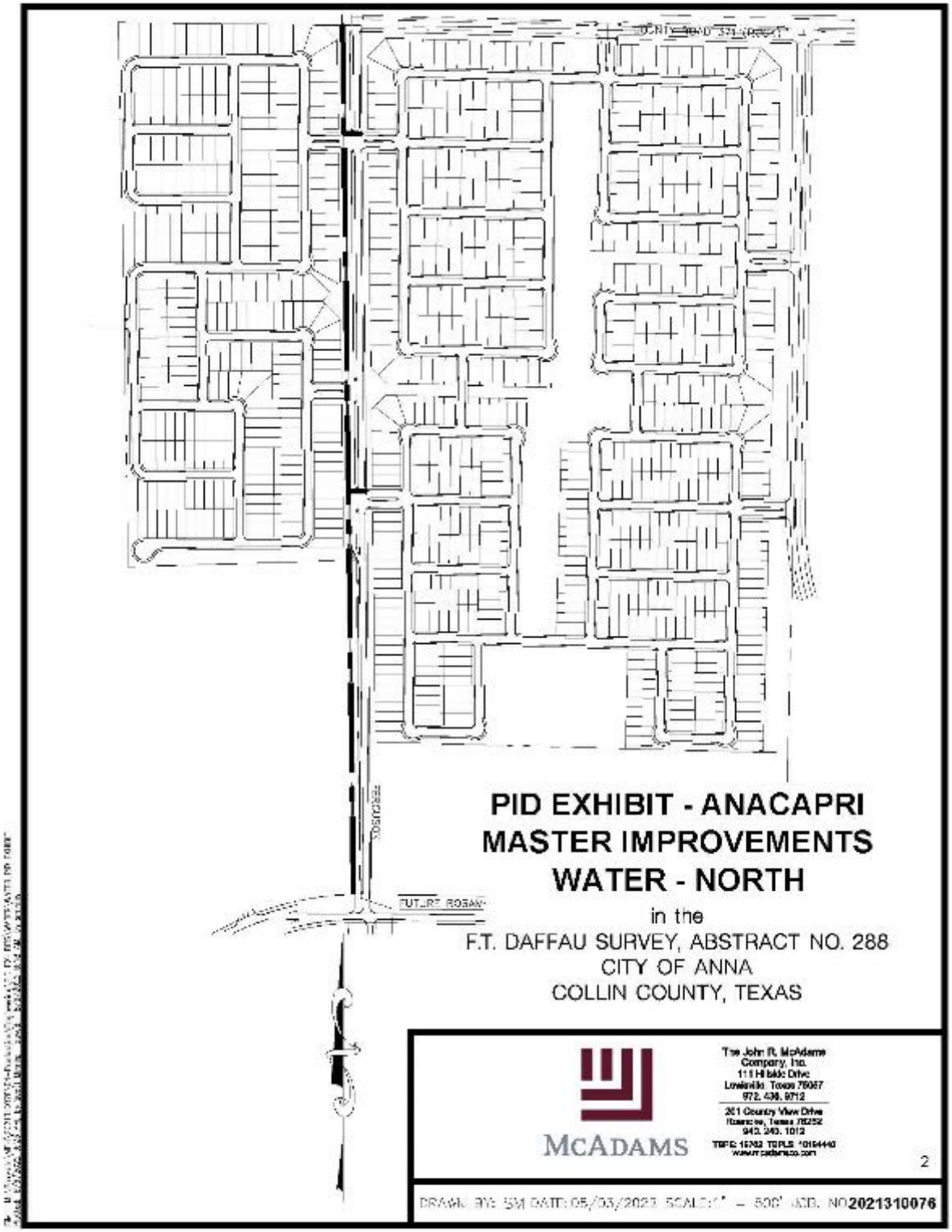
ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	TOTAL PRICE	ED PRESENT	ED NE	BOND ED
	[illegible] - [illegible]							
1	[illegible] SDR	LF		$[illegible]	$0.00	$0.00	$0.00	$0.00
20	TRENCH SAFETY	LF		$[illegible]	$0.00	$0.00	$0.00	$0.00
21	MAINTENANCE BOND	LF		[illegible]	$0.00	$0.00	$0.00	$0.00
	SUBTOTAL UTILITIES - [illegible] SEWER				$0.00	$0.00	$0.00	$0.00

TOTAL WET UTILITIES:					$294,800.40	$0.00	$0.00	$0.00

EXHIBIT "C"

PHASE I & II WATER DIRECT AND MASTER IMPROVEMENTS

1


PID EXHIBIT - ANACAPRI
MASTER IMPROVEMENTS
WATER - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75067
972. 436. 9712
261 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
2
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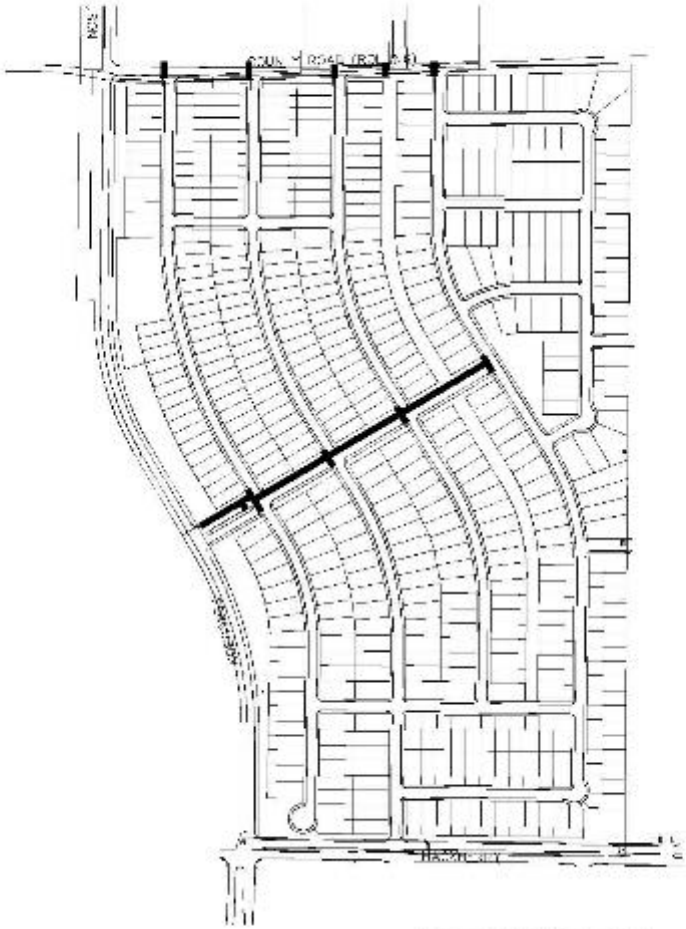

PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS WATER - SOUTH

in the

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CITY OF ANNA
COLLIN COUNTY, TEXAS

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3

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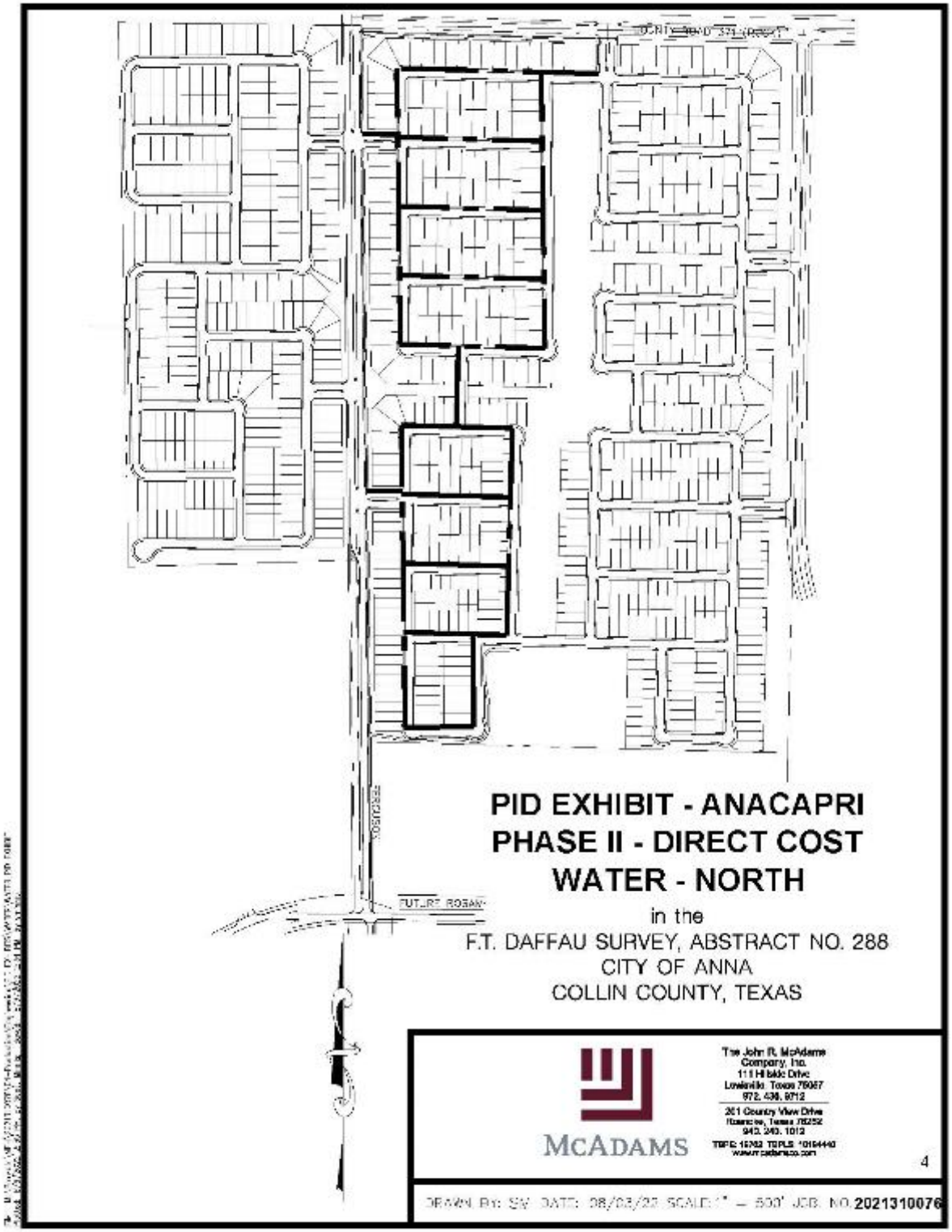
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PHASE II - DIRECT COST
WATER - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
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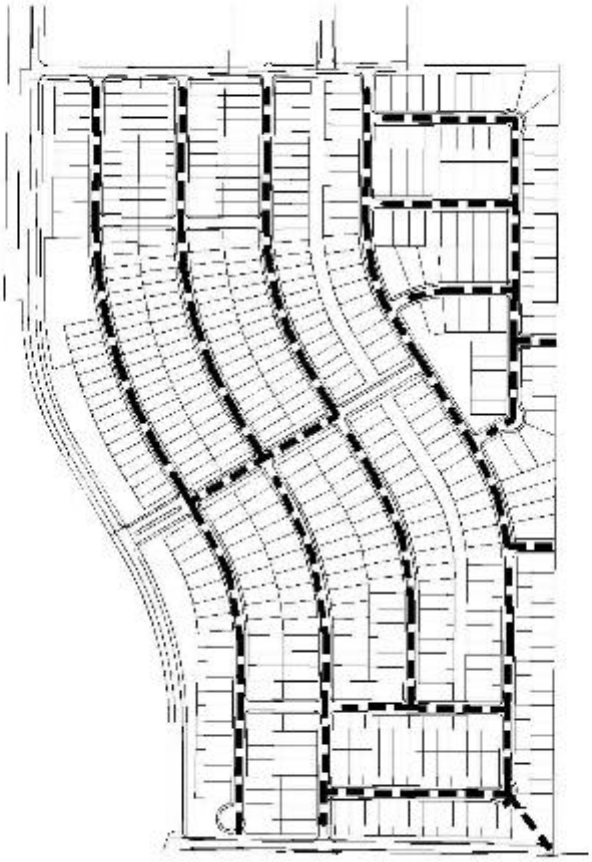
261 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
4
DRAWN By: SW DATE: 08/03/22 SCALE: 1" = 500' JOB. NO. 2021310076

EXHIBIT "D"

PHASE I & II SANITARY SEWER DIRECT AND MASTER IMPROVEMENTS

6



PID EXHIBIT - ANACAPRI
PHASE I - DIRECT COSTS
SANITARY - SOUTH

in the

F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

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7

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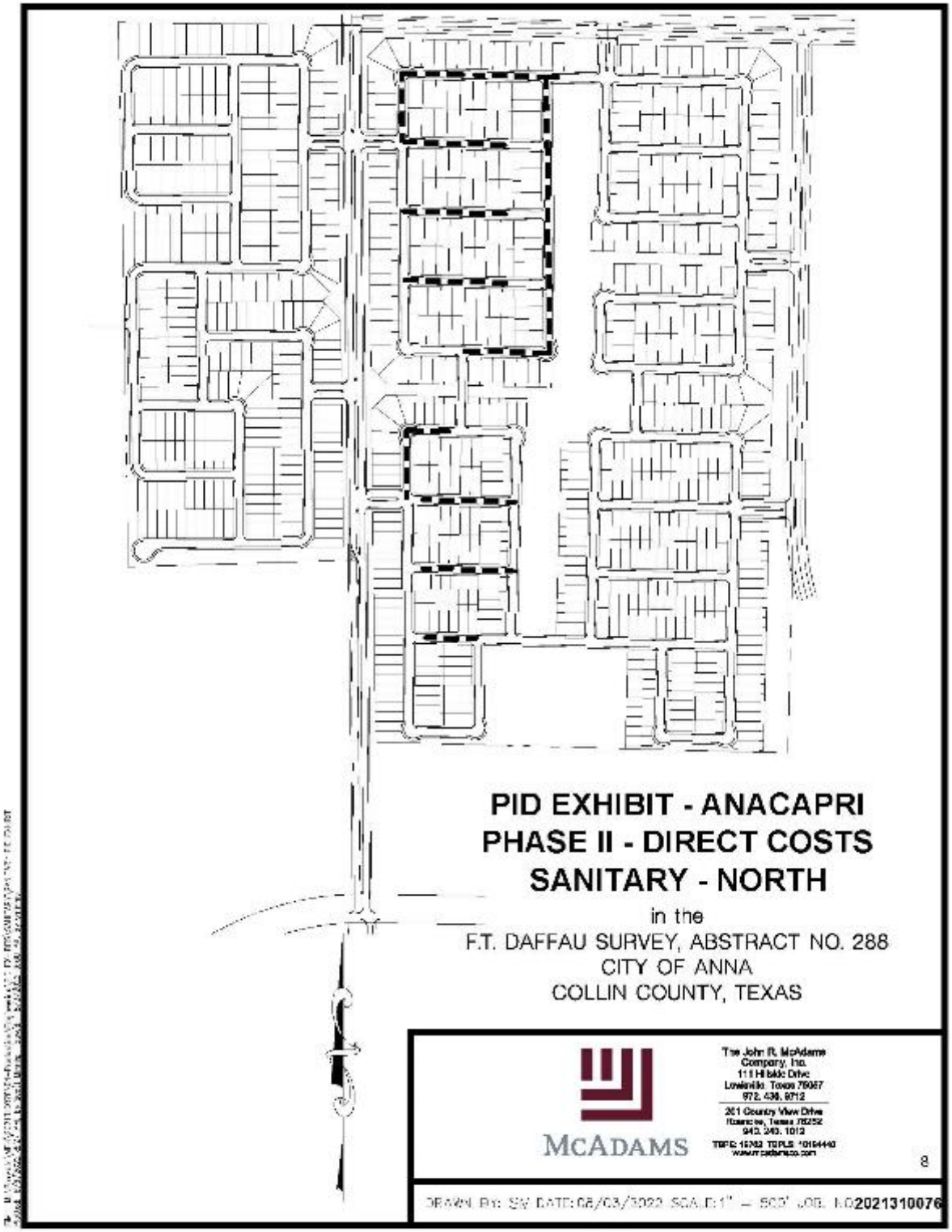
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PHASE II - DIRECT COSTS
SANITARY - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
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8
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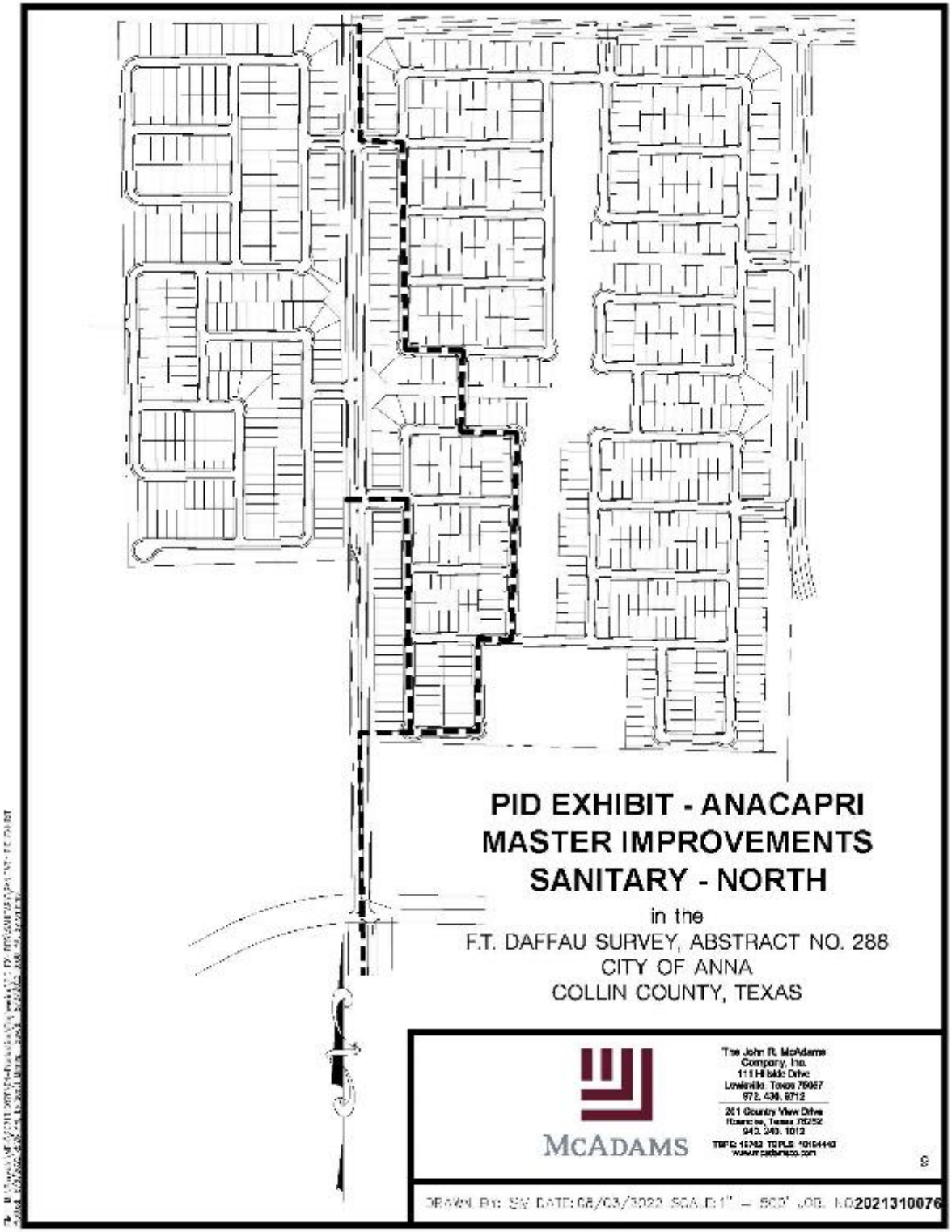
PID EXHIBIT - ANACAPRI
MASTER IMPROVEMENTS
SANITARY - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
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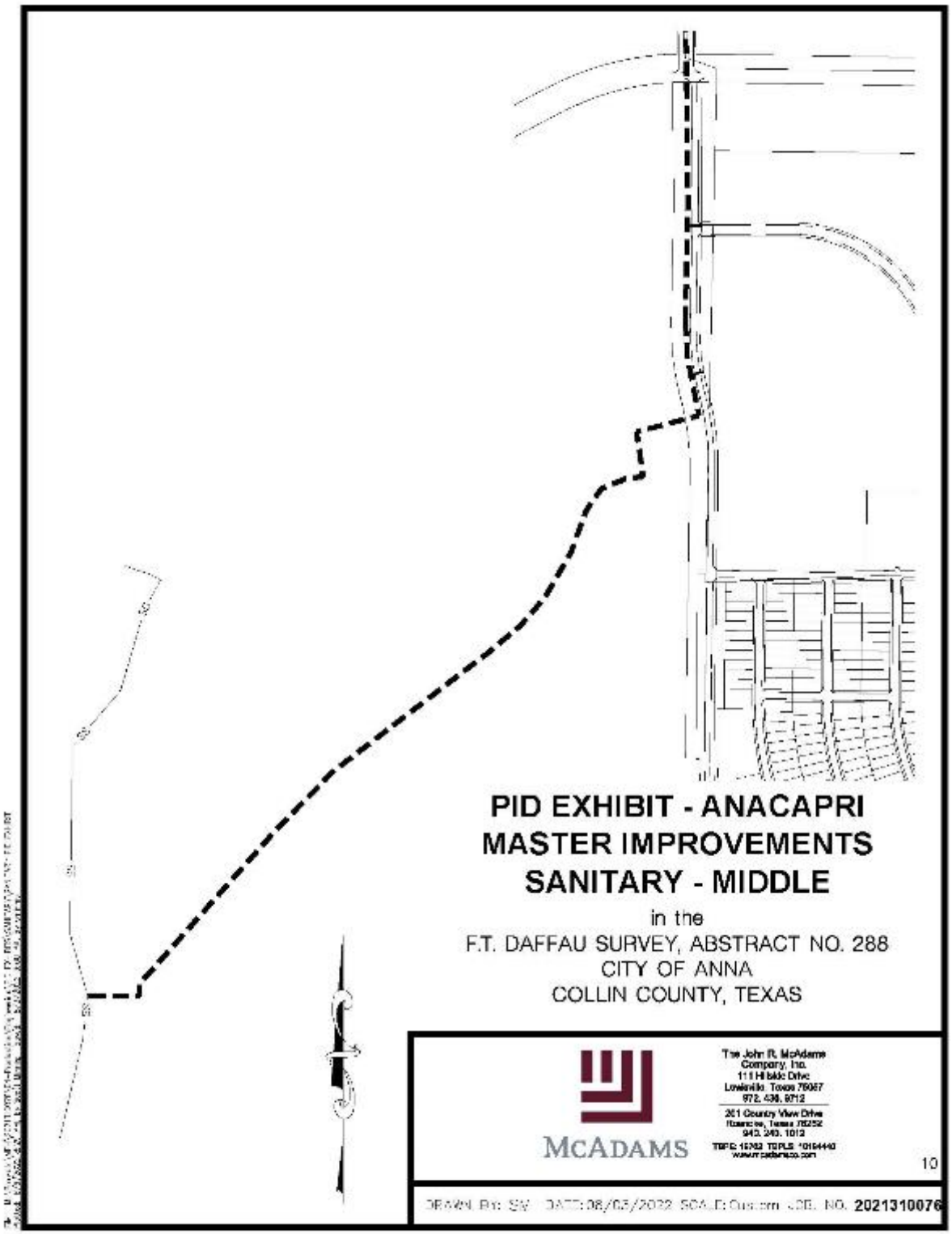
DRAWN By: SV DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO 2021310076


PID EXHIBIT - ANACAPRI
MASTER IMPROVEMENTS
SANITARY - MIDDLE
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
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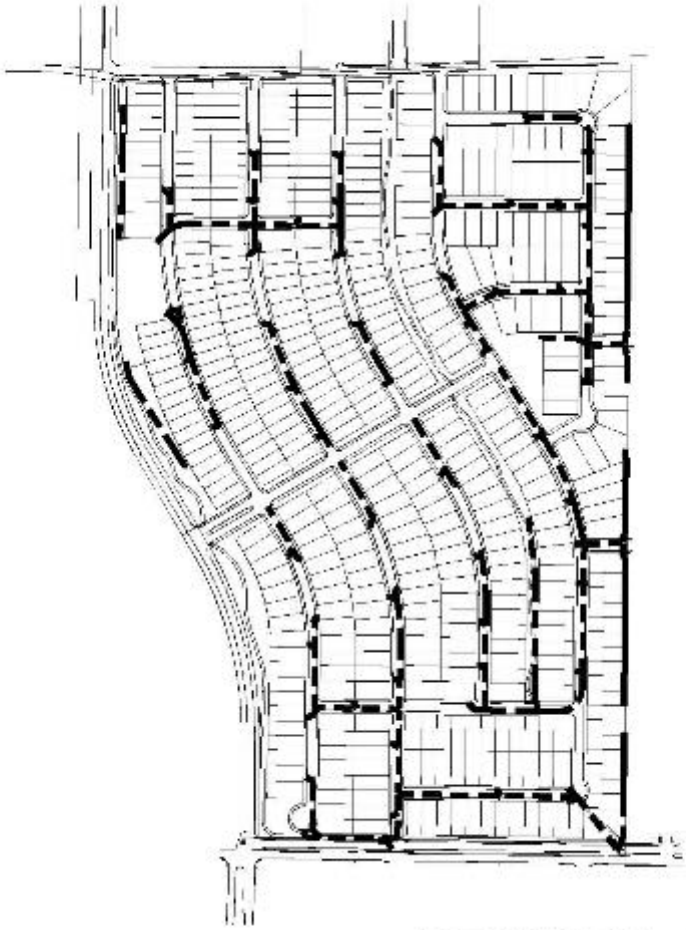
10
DRAWN By: SW DATE: 08/03/2022 SCALE: Custom JOB. NO. 2021310076

EXHIBIT "E"

PHASE I & II DRAINAGE DIRECT AND MASTER IMPROVEMENTS

11



PID EXHIBIT - ANACAPRI
PHASE I - DIRECT COST
STORM SEWER - SOUTH

in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

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12

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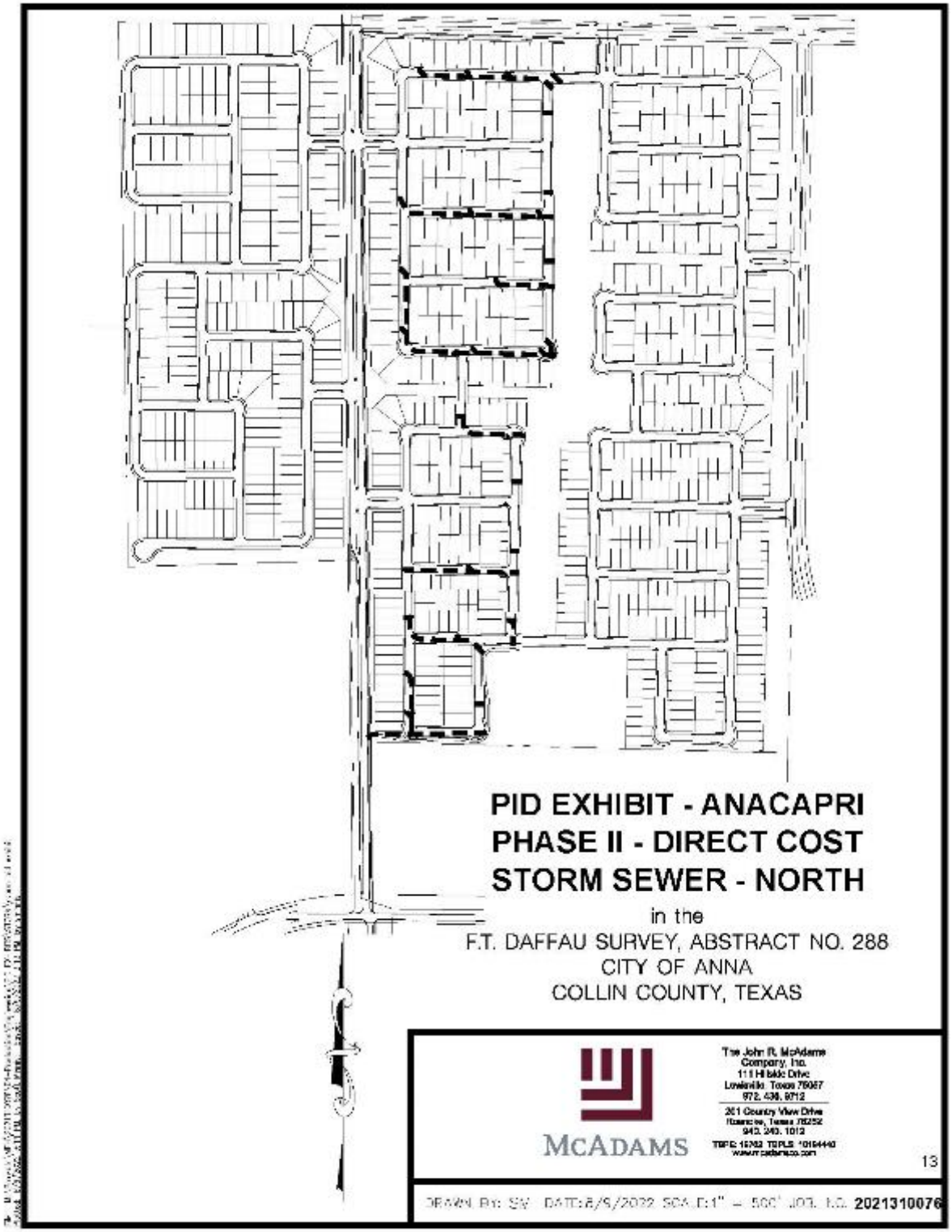
PID EXHIBIT - ANACAPRI
PHASE II - DIRECT COST
STORM SEWER - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
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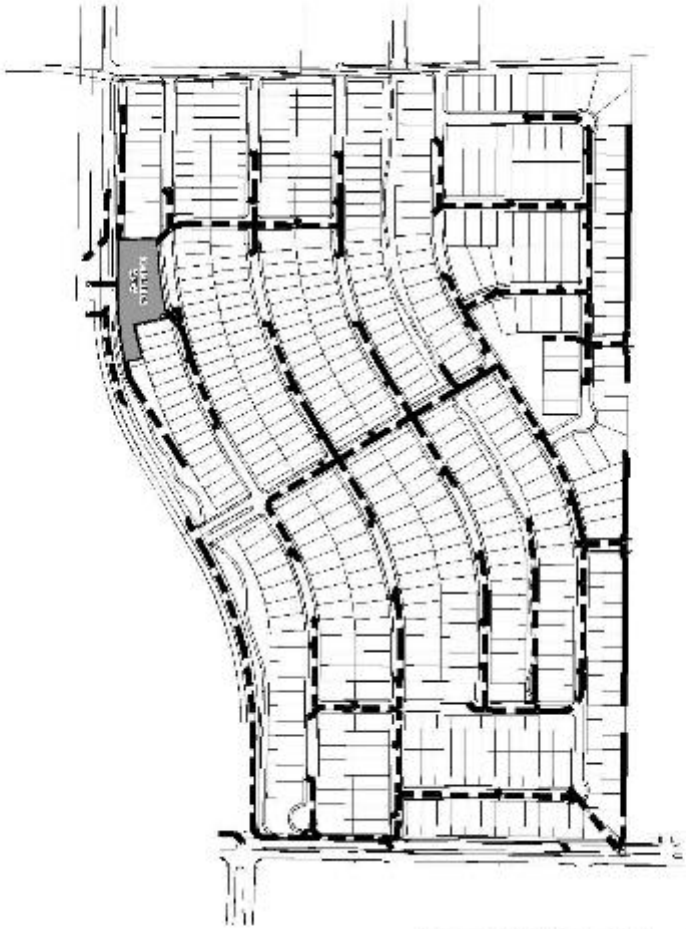
13
DRAWN By: SW DATE: 8/5/2022 SCALE: 1" = 500' JOB. NO. 2021310076



PID EXHIBIT - ANACAPRI
MASTER IMPROVEMENTS
STORM SEWER - SOUTH

in the

F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

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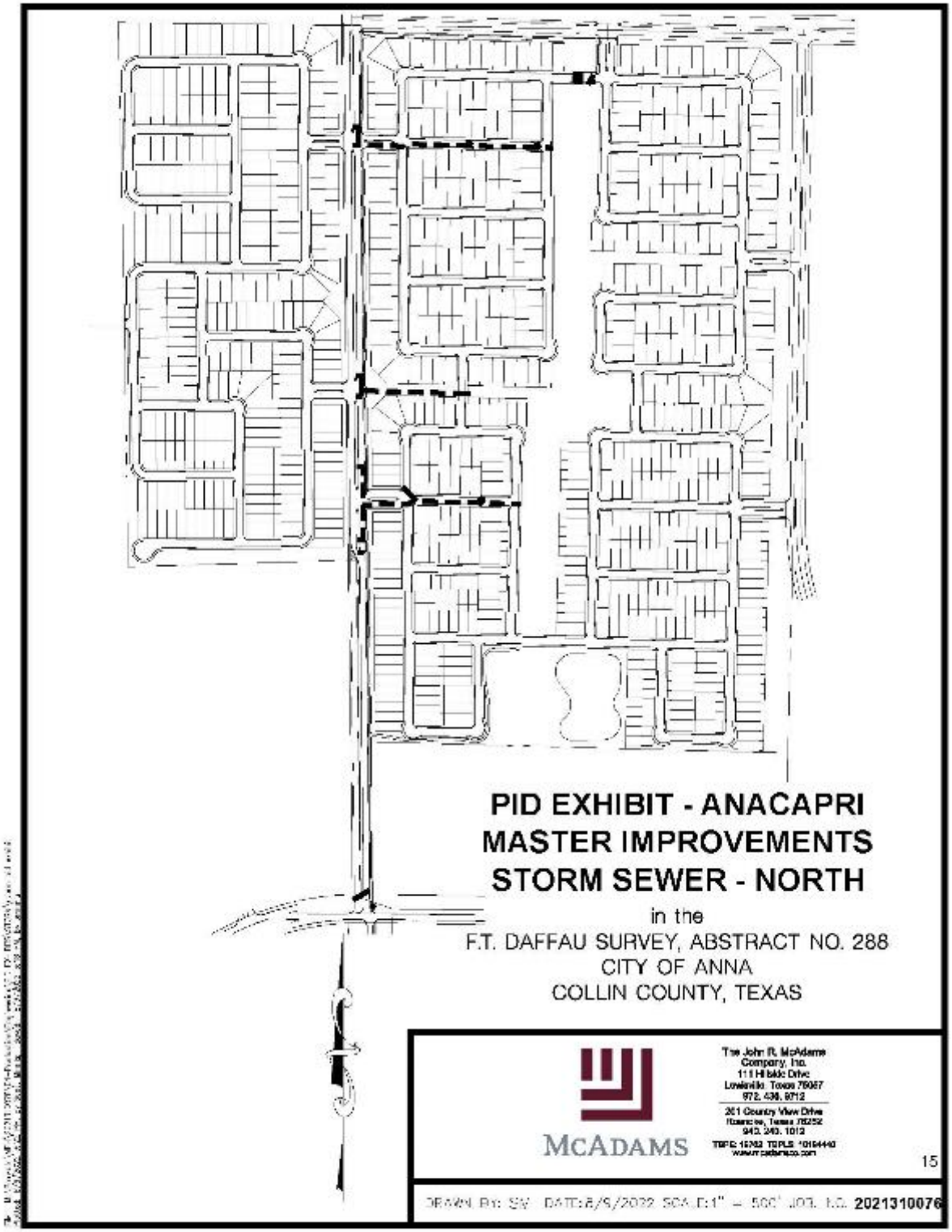
14

DRAWN By: SV DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO. 2021310076


PID EXHIBIT - ANACAPRI
MASTER IMPROVEMENTS
STORM SEWER - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
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Roanoke, Texas 76262
940. 240. 1012
15
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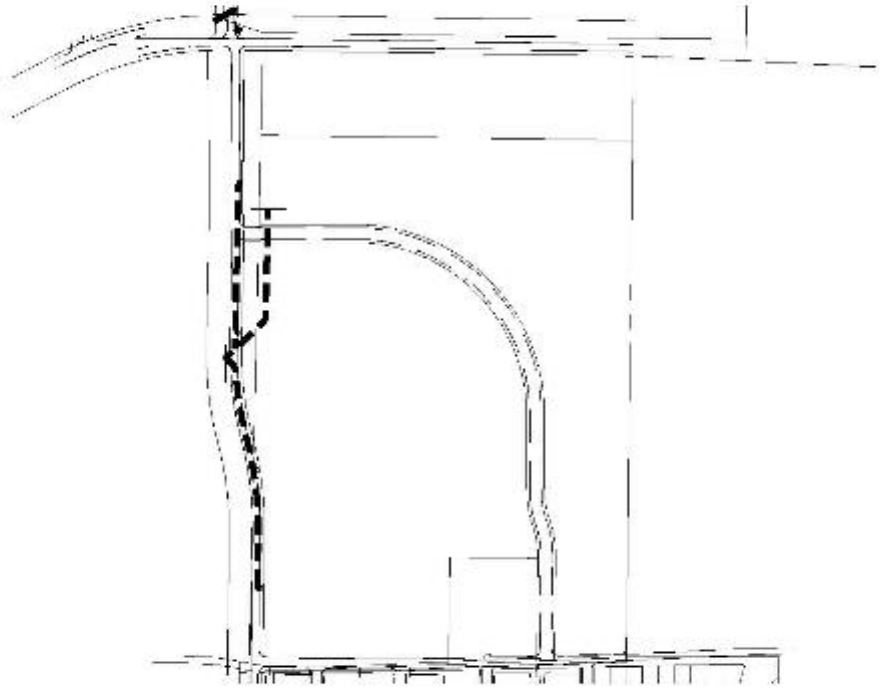

PID EXHIBIT - ANACAPRI
MASTER IMPROVEMENTS
STORM SEWER - MIDDLE

in the

F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

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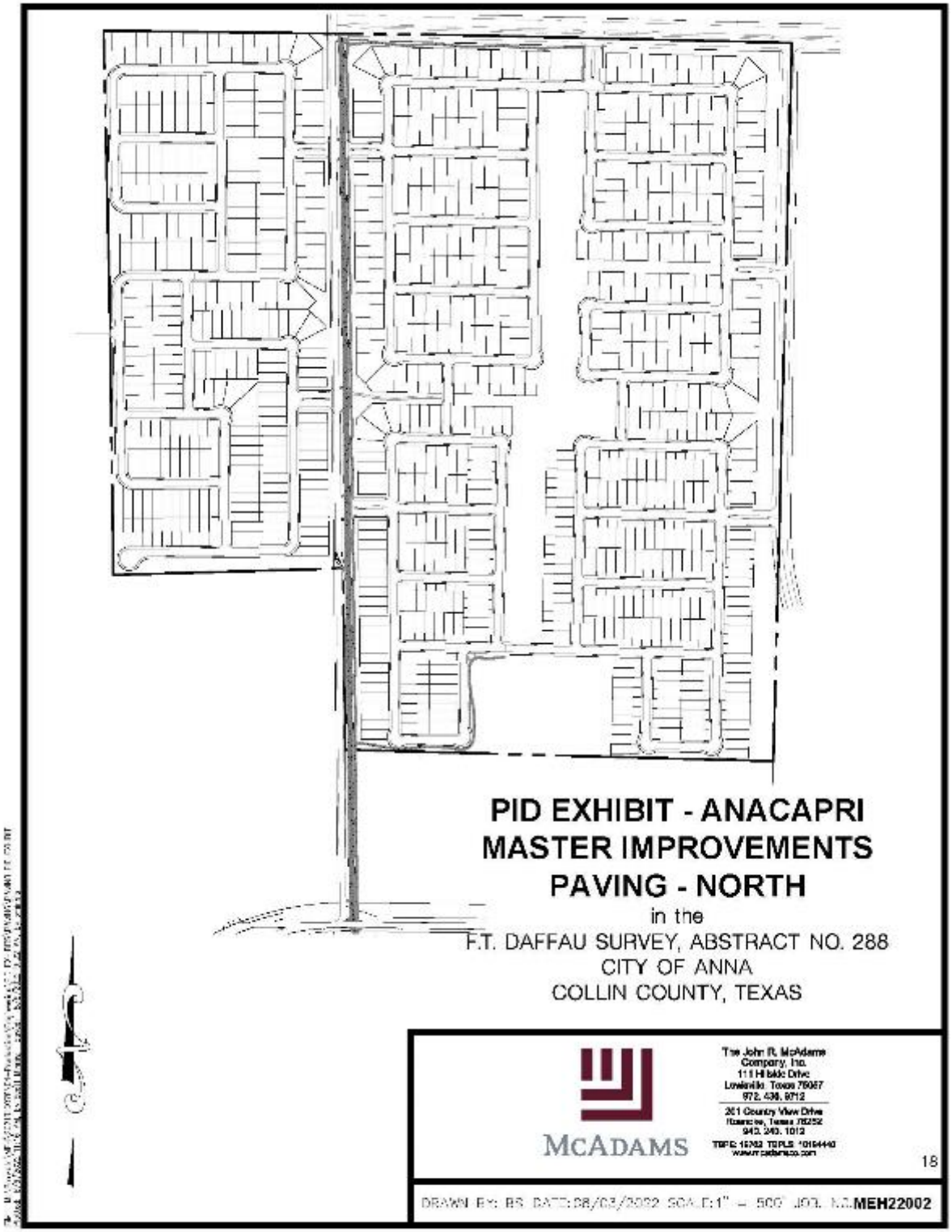
16

DRAWN By: SW DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO. 2021310076

EXHIBIT "F"

PHASE I & II ROADWAY DIRECT AND MASTER IMPROVEMENTS

17


PID EXHIBIT - ANACAPRI
MASTER IMPROVEMENTS
PAVING - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
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Roanoke, Texas 76262
940. 240. 1012
18
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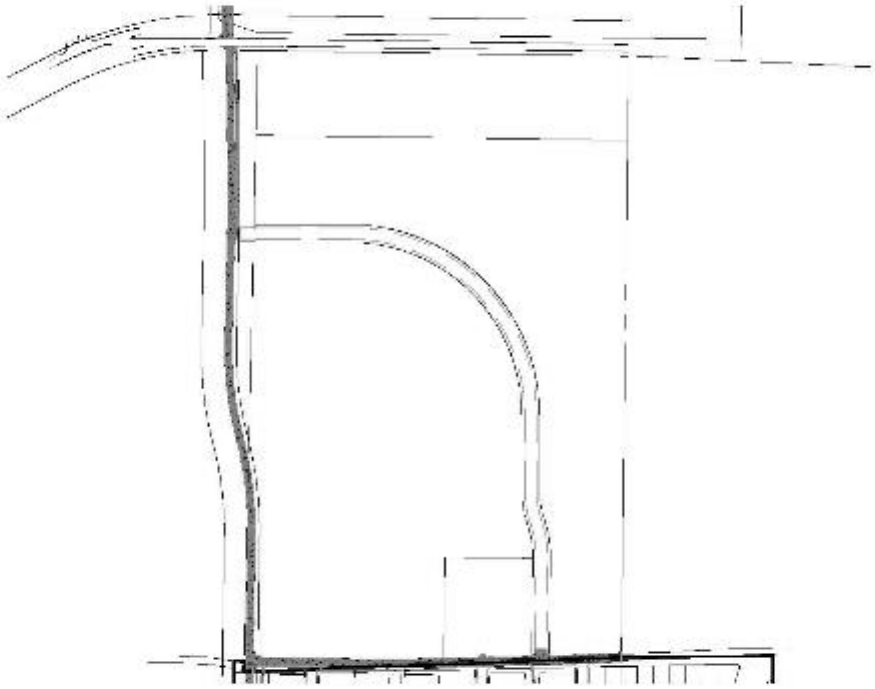

PID EXHIBIT - ANACAPRI
MASTER IMPROVEMENTS
PAVING - MIDDLE

in the

F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

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TBPE: 10762 TBPLS: 10194440
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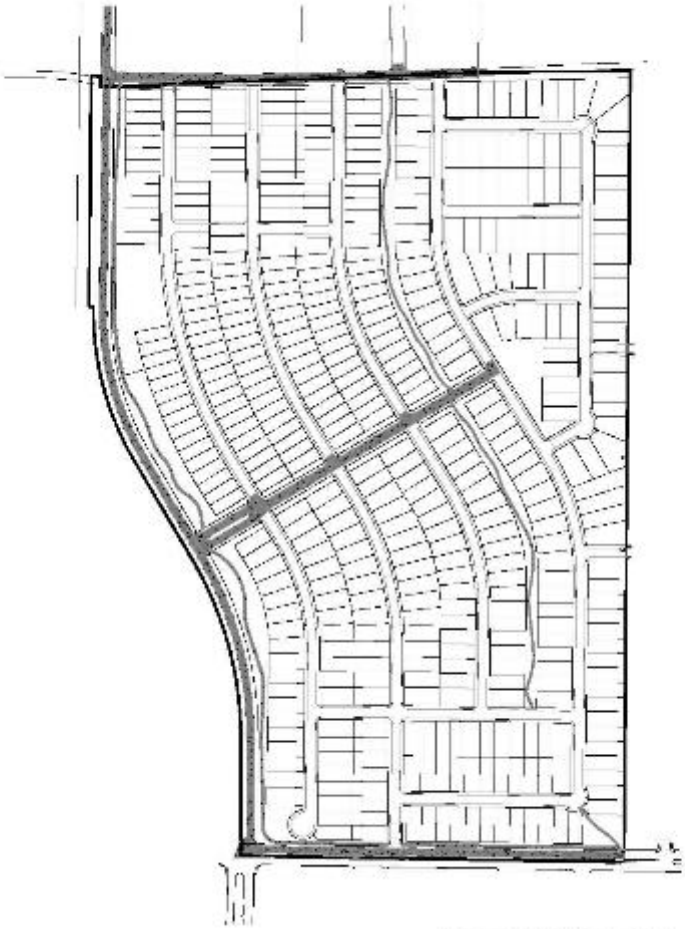
19

DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO. **2021310076**



PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS PAVING - SOUTH

in the

F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

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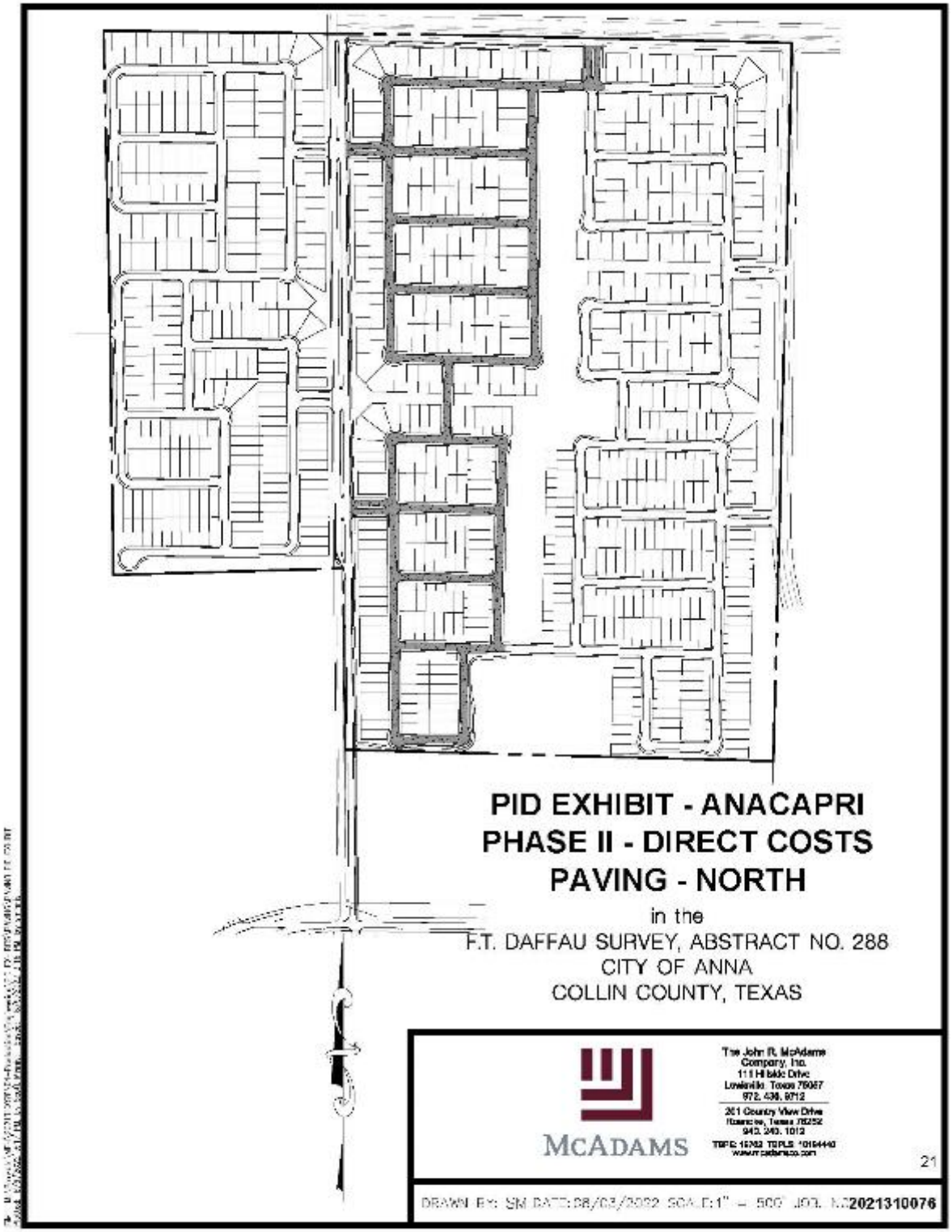
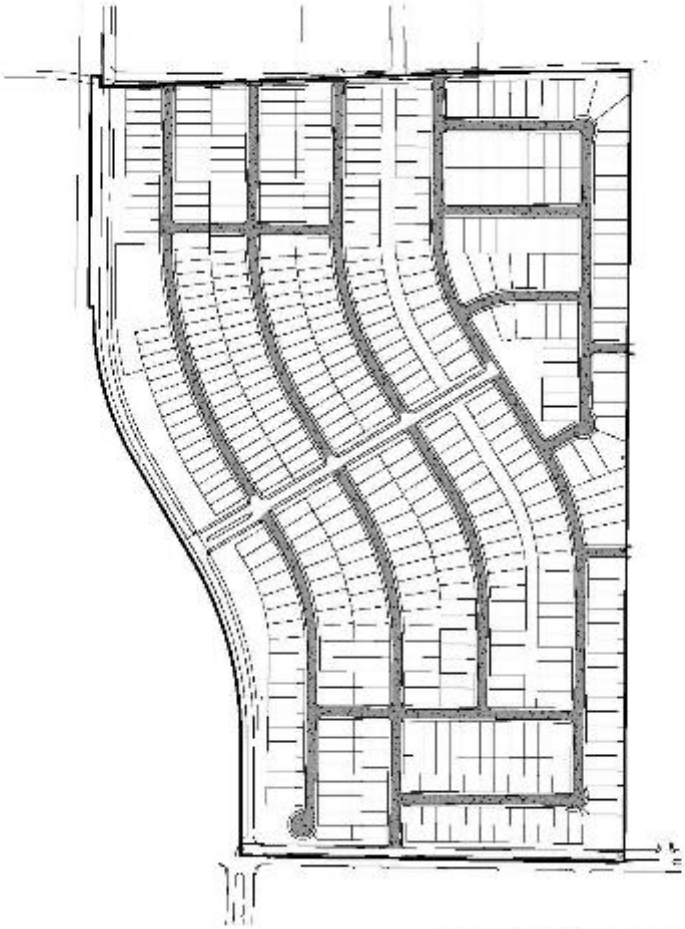
940. 240. 1012

TBPE: 15762 TBPLS: 10194440
www.mcadamsco.com

20

DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO. 2021310076


PID EXHIBIT - ANACAPRI
PHASE II - DIRECT COSTS
PAVING - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75067
972. 436. 9712
261 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
21
DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO. 2021310076



PID EXHIBIT - ANACAPRI
PHASE I - DIRECT COSTS
PAVING - SOUTH

in the

F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

MCADAMS

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111 Hillside Drive
Lewisville, Texas 75067
972. 436. 9712

261 Country View Drive
Roanoke, Texas 76262
940. 240. 1012

TBPE: 10762 TBPLS: 10194440
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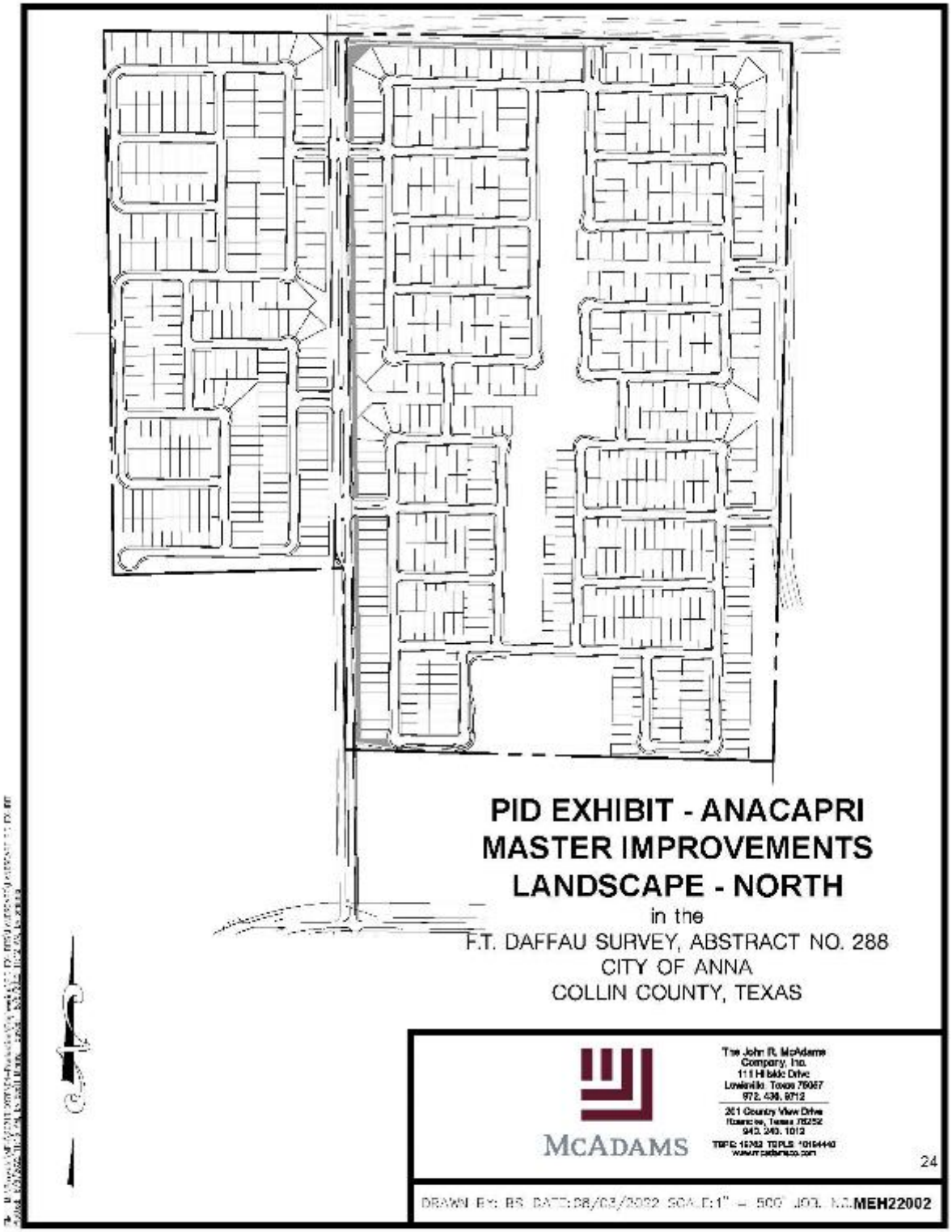
22

DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO. 2021310076

EXHIBIT "G"

PHASE I & II LANDSCAPE MASTER IMPROVEMENTS

23


PID EXHIBIT - ANACAPRI
MASTER IMPROVEMENTS
LANDSCAPE - NORTH
in the
F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS
MCADAMS
The John R. McAdams Company, Inc.
111 Hillside Drive
Lewisville, Texas 75067
972. 436. 9712
261 Country View Drive
Roanoke, Texas 76262
940. 240. 1012
24
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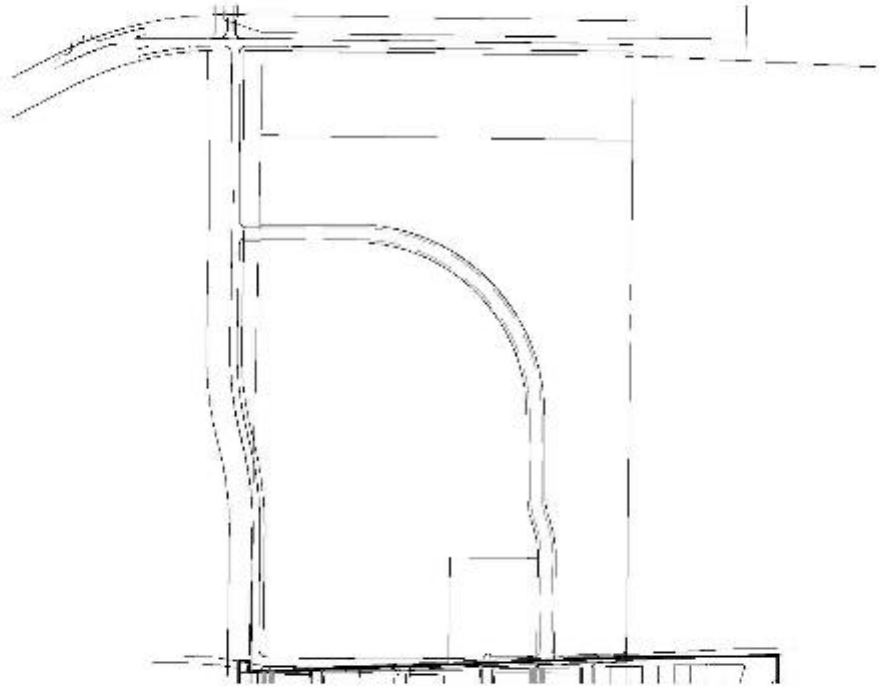

PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS LANDSCAPE - MIDDLE

in the

F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

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940. 240. 1012

TBPE: 10762 TBPLS: 10194440
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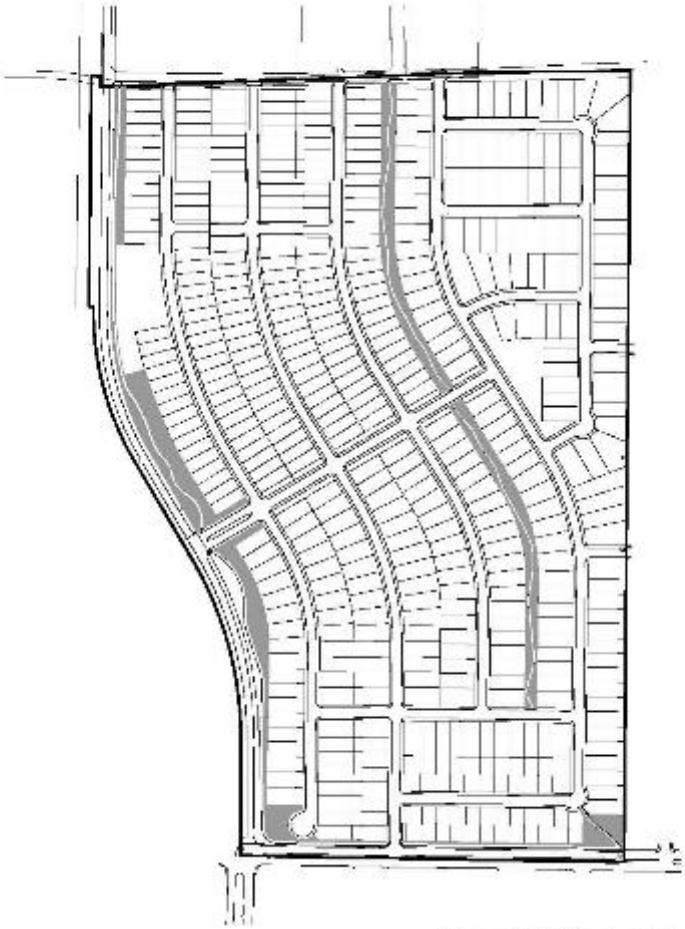
25

DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO. 2021310076



PID EXHIBIT - ANACAPRI MASTER IMPROVEMENTS LANDSCAPE - SOUTH

in the

F.T. DAFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA
COLLIN COUNTY, TEXAS

MCADAMS

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Lewisville, Texas 75067
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261 Country View Drive
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940. 240. 1012

TBPE: 10762 TBPLS: 10194440
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26

DRAWN BY: SM DATE: 08/03/2022 SCALE: 1" = 500' JOB. NO. 2021310076

EXHIBIT "H"

PHASE IA – FIELD NOTES AND EXHIBIT

LEGAL DESCRIPTION
PHASE 1A

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau Survey, Abstract Number 288, Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas:

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

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

THENCE S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1096.45 feet to a 1/2" capped rebar set stamped "McAdams" at the POINT OF BEGINNING;

THENCE S 00°27'59" W, with the west line of said West Crossing Phase 7, a distance of 477.60 feet to a 1/2" capped rebar set stamped "McAdams" at southwest corner thereof, and being the northwest corner of West Crossing Phase 5, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2016-554, Plat Records, Collin County, Texas;

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

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

THENCE N 89°49'39" W, with the south line of said 111.666 acre tract, and the north line of said Hackberry Drive, a distance of 316.19 feet to a 1/2" capped rebar set stamped "McAdams", from which the southwest corner of said 111.666 acre tract, and the southeast corner of that certain tract of land, described in deed to QJR Partnership, Ltd, recorded in Volume 5106, Page 2380, Deed Records, Collin County, Texas, bears N 88°49'39" W, a distance of 535.51 feet, from which a 1/2" rebar found disturbed bears S 56°31' E, 0.5 feet;

THENCE over, across, and through said 111.666 acre tract, the following:

N 00°00'00" E, a distance of 398.32 feet to a 1/2" capped rebar set stamped "McAdams" at a point of curvature, of a curve to the left;

Northwesterly with the arc of said curve to the left, having a radius of 1200.00 fet, a central angle of 30°27'50", an arc length of 638.03 feet, and whose chord bears N 15°13'55" W, a distance of 630.55 feet to a 1/2" capped rebar set stamped "McAdams";

N 30°27'50" W, a distance of 70.55 feet to a 1/2" capped rebar set stamped "McAdams";

N 59°32'10" E, a distance of 315.07 feet to a 1/2" capped rebar set stamped "McAdams";

S 31°57'15" E, a distance of 15.01 feet to a 1/2" capped rebar set stamped "McAdams";

N 59°32'10" E, a distance of 920.31 feet to a 1/2" capped rebar set stamped "McAdams";

S 31°57'15" E, a distance of 353.27 feet to a 1/2" capped rebar set stamped "McAdams" at the point of curvature of a curve to the right;

Southeasterly with the arc of said curve to the right, having a radius of 825.00 feet, a central angle of 10°14'08", an arc length of 147.38 feet, and whose chord bears S 26°50'11" E, a distance of 147.18 feet to a 1/2" capped rebar set stamped "McAdams";

N 68°37'07" E, a distance of 204.22 feet to the POINT OF BEGINNING and containing approximately 44.177 acres of land.

EXHIBIT "I"

PHASE IB – FIELD NOTES AND EXHIBIT

LEGAL DESCRIPTION
PHASE 1B

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

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

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

THENCE S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1101.68 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 68°37'07" W, a distance of 204.22 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE northwesterly with the arc of a curve to the left, having a radius of 825.00 feet, a central angle of 09°24'45", an arc length of 135.53 feet, and whose chord bears N 26°25'30" W, a distance of 135.38 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 353.27 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE S 59°32'10" W, a distance of 800.27 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 140.01 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE N 31°31'27" W, a distance of 42.14 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 29°49'35" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 28°01'44" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 26°13'53" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 24°26'02" W, a distance of 43.14 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 22°37'18" W, a distance of 43.63 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 20°48'29" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 18°58'39" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 17°09'05" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 15°19'30" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 13°29'56" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 11°40'21" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 10°02'24" W, a distance of 34.53 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 09°07'37" W, a distance of 9.30 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 08°01'12" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 06°11'38" W, a distance of 43.82 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 04°37'45" W, a distance of 43.83 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 01°58'05" W, a distance of 58.50 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 01°01'36" W, a distance of 25.01 feet to a 1/2" capped rebar set stamped "McAdams";

N 00°53'45" E, a distance of 494.84 feet to a 1/2" capped rebar set stamped "McAdams" to the north line of said 111.666 acre tract, and the south line of that certain tract of land, described in deed to Kayasa Holdings LLC, recorded in Instrument Number 20190807000946750. Official Public Records, Collin County, Texas;

THENCE N 87°53'54" E, with the north line of said 111.666 acre tract, and the south line of said Kayasa Holdings tract, passing at a distance of 303.60 feet, a 5/8" rebar found in said County Road 370, being the southwest corner of that certain called 2.460 acre tract of land, described in deed to the City of Anna, recorded in Volume 4792, Page 2386, Deed Records, Collin County, Texas, continuing with the south line thereof, a total distance of 436.56 feet to a 5/8" rebar found in said County Road 370, from which a 5/8" rebar found for witness bears S 00°26' E, a distance of 30.0 feet;

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

THENCE N 89°35'09" E, with the north line of said Welch tract, and the south line of said right-of-way dedication, a distance of 517.45 feet to the POINT OF BEGINNING and containing approximately 38.822 acres of land.

LEGAL DESCRIPTION
PHASE 1B
TRACT 2

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

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

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

THENCE S 00°27'59" W, with the east line of said 111.666 acre tract, and the west line of said West Crossing Phase 9, passing the southwest corner thereof, and being the northwest corner of West Crossing Phase 7, an addition to the City of Anna, according to the plat thereof, recorded in Instrument Number 2018-609, Plat Records, Collin County, Texas, continuing with the west line thereof, a total distance of 1101.68 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 68°37'07" W, a distance of 204.22 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE northwesterly with the arc of a curve to the left, having a radius of 825.00 feet, a central angle of 09°24'45", an arc length of 135.53 feet, and whose chord bears N 26°25'30" W, a distance of 135.38 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 353.27 feet to a 1/2" capped rebar set stamped "McAdams"

THENCE S 59°32'10" W, a distance of 920.31 to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 15.01 feet to the POINT OF BEGINNING, being a 1/2" capped rebar set stamped "McAdams";

THENCE S 59°32'10" W, a distance of 50.02 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 31°57'15" W, a distance of 133.23 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE northwesterly with the arc of a curve to the right, having a radius of 1545.00 feet, a central angle of 19°40'59", an arc length of 530.76 feet, and whose chord bears N 22°06'45" W, a distance of 528.16 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 77°43'44" W, a distance of 120.00 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE southeasterly with the arc of a curve to the left, having a radius of 1665.00 feet, a central angle of 4°27'41", an arc length of 129.65 feet, and whose chord bears S 14°30'06" E, a distance of 129.61 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 73°16'03" W, a distance of 72.92 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE northwesterly with the arc of a curve to the right, having a radius of 1110.00 feet, a central angle of 13°58'13", an arc length of 270.65 feet, and whose chord bears N 06°25'31" W, a distance of 269.98 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 00°33'36" E, a distance of 178.28 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 89°26'24" E, a distance of 28.69 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE N 88°08'20" E, a distance of 170.00 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE southeasterly with the arc of a curve to the left, having a radius of 1495.00 feet, a central angle of 30°05'35", an arc length of 785.21 feet, and whose chord bears S 16°54'27" E, a distance of 776.22 feet to a 1/2" capped rebar set stamped "McAdams";

THENCE S 31°57'15" E, a distance of 134.53 feet to the POINT OF BEGINNING and containing approximately 2.387 Acres (103,970 Square Feet) of land.

STATE OF TEXAS
REGISTERED
JAMES A. STOWELL
6513
PROFESSIONAL
LAND SURVEYOR

7/29/2022

EXHIBIT "J"

PHASE IC – FIELD NOTES AND EXHIBIT

LEGAL DESCRIPTION
PHASE 1C

BEING all that certain lot, tract, or parcel of land, situated in the F. Daffau survey, Abstract Number 288, Collin County, Texas, and being part that certain called 111.666 acre tract of land, described in deed to Oakwood Village Apartments, recorded in Instrument Number 20171201001594200, Official Public Records, Collin County, Texas, and being part of that certain 60.549 acre tract of land, described in deed to Two-J Partners, recorded in Instrument Number 20080509000562490, Official Public Records, Collin County, Texas, and being part of that certain called 51.195 acre tract of land described in deed to Two J Partners, recorded in Instrument Number 20080509000562500, Official Public Records, Collin County, Texas, and being all of Lot 1x, Block S, Anacapri, Phase 1B, an addition to the City of Anna, according to the plat thereof, recorded in Document Number, Plat Records, Collin County, Texas, and being more particularly described as follows:

Beginning at a 5/8" capped rebar found, at the northwest corner of said Oakwood tract, same being the northeast corner of a certain tract of land, described by deed to Bloomfield Homes LP, recorded in Instrument Number 20200117000007680, Deed Records, Collin County, Texas, and being in the south line of a certain tract of land, described by deed to QJR Partnership, LTD, recorded in Instrument Number 20020214000237330, Deed Records, Collin County, Texas;

THENCE S 89°14'43" E, with the north line of said Oakwood tract, same being the south line of said QJR tract, a distance of 33.88 feet to a 1" rebar found, at the southeast corner thereof, being in the north line of said Oakwood tract, same being the west line of a certain tract of land described by deed to Kayasa Holdings, LLC, recorded in Instrument Number 20190807000946750, Deed Records, Collin County, Texas;

THENCE S 01°16'34" W, with the north line of said oakwood tract, same being the west line of said kayasa tract, a distance of 36.17 feet to a 5/8" rebar found at the southwest corner thereof, and being in the north line of said oakwood tract;

THENCE N 87°53'54" E, with the north line of said Oakwood tract, and the south line of said Kayasa tract, a distance of 142.23 to a 1/2" capped rebar set, stamped "MCADAMS", at the northwest corner of a certain called 0.773 acre Variable Width Right-of-way Dedication to the City of Anna, according to said Anacapri, Phase 1B, and being in the north line of said Oakwood tract;

THENCE with the west line of said Anacapri, Phase 1B the following 21 bearings and distances:

S 00°53'45" W, a distance of 460.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°01'36" E a distance of 25.01 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°58'05" E, a distance of 58.50 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 04°37'45" E, a distance of 43.83 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 06°11'38" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 08°01'12" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 09°07'37" E, a distance of 9.30 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 10°02'24" E, a distance of 34.53 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 11°40'21" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 13°29'56" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 15°19'30" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 17°09'05" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 18°58'39" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 20°48'29" E, a distance of 43.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 22°37'18" E, a distance of 43.63 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 24°26'02" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 26°13'53" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 28°01'44" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 29°49'35" E, a distance of 43.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 31°31'27" E, a distance of 42.14 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 31°57'15" E, a distance of 140.01 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southwest corner of Lot 1X, of said Anacapri, Phase 1B, and being in the north line of Capo Verde Drive (called Variable Width Right-of-way), according to plat of Anacapri Phase 1A, an

addition to the City of Anna, according to the plat thereof recorded in Instrument Number, Plat Records, Collin County, Texas;

THENCE S 59°32'10" W, with the north line of said Capo Verde Drive, a distance of 120.04 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 31°57'15" W, with the north line of said Capo Verde Drive, a distance of 15.01 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Lot 1X;

THENCE S 59°32'10" W, with the north line of said Capo Verde Drive, and the most southeasterly south line of said Lot 1X, passing the most southeasterly southwest corner thereof at a distance of 50.02 feet, passing the northeast intersection of said Capo Verde Drive and Ferguson Parkway at a distance of 255.08, continuing a total distance of 315.07 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 30°27'50" W, a distance of 320.72 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE northwesterly with the arc of a curve to the right, having a radius of 1000.00 feet, a central angle of 31°21'34", and an arc length of 547.33 feet, whose chord bears N 14°47'03" W, 540.52 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 89°26'24" W, a distance of 15.28 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the west line of said Oakwood tract, and being in the east line of said Bloomfield tract;

THENCE N 00°33'36" E, with the west line of said Oakwood tract, and the east line of said Bloomfield tract a distance of 784.11 feet to the POINT OF BEGINNING and containing approximately 14.717 acres of land.

EXHIBIT "K"

PHASE II – FIELD NOTES AND EXHIBIT

LEGAL DESCRIPTION
PHASE 2
66.262 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being part of that certain tract of land, called 84.000 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679940, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail Found in County Road 371, same being the northeast corner of said 84.000 acre tract, same being the northwest corner of a certain tract of land, described as Tract 1 by deed to Eleanor Katherine Cox Cunningham and Howard Joseph Cox, Jr., recorded in Volume 1995, Page 577, Deed Records, Collin County, Texas, same being the southwest corner of a certain 45-foot right-of-way dedication, recorded in Cabinet Q, Page 668, Plat Records, Collin County, Texas, and being the southeast corner of a certain tract of land, described by deed to Howard J. Cox ET AL, recorded in Instrument Number 1995000000577, Deed Records, Collin County, Texas;

THENCE N 88°38'19" W, with the north line of said 84.000 acre tract, and the south line of said Cox ETAL tract, and County Road 371, a distance of 795.08 feet to the POINT OF BEGINNING being a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over across and through said 84.000 acre tract the following twenty-six (26) calls:

S 01°34'27" W, a distance of 230.33 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 65.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 495.79 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°53'18" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 60°40'22", and an arc length of 52.95 feet, whose chord bears S 02°08'03" E, 50.51 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 57°31'46" W, a distance of 24.65 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 117.60 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 609.92 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°29'20" W, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 560.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 111.02 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 101°58'39", and an arc length of 88.99 feet, whose chord bears S 25°56'05" W, 77.70 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 11°44'24" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 171.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°53'18" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears S 43°25'33" E, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 78°15'36" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 78.94 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 240.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 83.08 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 75°06'42" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 134°48'58", and an arc length of 117.65 feet, whose chord bears S 50°47'40" W, 92.33 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 111.89 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 815.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 163.38 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°34'27" W, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over across and through said 84.000 acre tract, and said 95.444 acre tract the following five (5) calls:

N 88°25'33" W, passing the west line of said 84.000 acre tract, same being the east line of said 95.444 acre tract, continuing a distance of 140.87 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 00°42'34" E, a distance of 302.85'to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 14°01'25" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears S 44°17'26" W, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 01°35'53" W, a distance of 24.48 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the easterly south line of said 95.444 acre tract, same being the north line of a certain tract of land described by deed to Anna Texas Land, LTD, recorded in Instrument Number 20140718000750570, Deed Records, Collin County, Texas, from which a 1/2" rebar found, at the southeast corner of said 95.444 acre tract, same being the southwest corner of said 84.000 acre tract, bears S 88°24'07" E, 126.55 feet;

THENCE N 88°24'07" W, with the easterly south line of said 95.444 acre tract, and the north line of said Anna Texas Land tract, a distance of 466.08 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the most easterly southwest corner of said 95.444 acre tract, same being the northwest corner of said Anna Texas Land tract, and being in the east line of a certain tract of land, described by deed to DR Horton-Texas, LTD, recorded in Instrument Number 20210212000310470, Deed Records, Collin County, Texas;

THENCE N 00°34'00" W, with the most southerly west line of said 95.444 acre tract, and being the most southerly east line of said DR Horton tract, a distance of 762.32 feet to a 1/2" capped rebar found (yellow cap) at the inner ell of said 95.444 acre tract, same being the most southerly northeast corner of said DR Horton tract;

THENCE S 88°20'56" W, with the most westerly south line of said 95.444 acre tract, and the most easterly north line of said DR Horton tract, a distance of 38.41 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE N 00°42'34" W, a distance of 2250.12 feet to a 1/2" capped rebar set, stamped "MCADAMS" being in the north line of said 95.444 acre tract, and the south line of a certain tract of land, described by deed to Laura Collins, recorded in Instrument Number 19940310000236490, Deed Records, Collin County, Texas;

THENCE S 89°17'15" E, with the north line of said 95.44 acre tract, and the south line of said Laura Collins tract, and the south line of County Road 371, a distance of 554.53 to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Laura Collins tract, being in the north line of said 95.444 acre tract, being in County Road 371, and being the southwest corner of a called 60-foot right-of-way dedication to the City of Anna, recorded in Cabinet Q, Page 604, Plat Records, Collin County, Texas;

THENCE S 88°41'44" E, with the south line of said 60' ROW dedication, County Road 371, and the north line of said 95.444 acre tract, passing a PK Nail Found at the northeast corner thereof, same being the northwest corner of said 84.000 acre tract, at a distance of 190.26 feet, continuing with the north line thereof, passing the southeast corner of said 60' ROW dedication, same being the southwest corner of Bryant Farm Road, passing a PK Nail with shiner, stamped J.F. Smith 3700, at a distance of 587.18 feet, a continuing a total distance of 591.09 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the southeast corner of said Bryant Farm Road, same being the southwest corner of said Cox ETAL tract;

THENCE S 88°38'19" E, with the north line of said 84.000 acre tract and the south line of said Cox ETAL tract, a distance of 15.75 feet to the POINT OF BEGINNING and being approximately 60.262 acres of land.

EXHIBIT "L"

PHASE III – FIELD NOTES AND EXHIBIT

LEGAL DESCRIPTION
Phase 3
48.585 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar set stamped "MCADAMS" at the northwest corner of said Anacapri Laguna Azure tract, and being in County Road 371;

THENCE S 89°17'15" E, with the north line of said Anacapri Laguna Azure tract, and with the approximate center of Country Road 371, a distance of 941.99 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE S 00°42'34" W, a distance of 2250.12 feet to a 1/2" capped rebar set stamped "MCADAMS" on a south line of said Anacapri Laguna Azure tract, from which a 1/2" capped rebar found at an inner elle corner thereof bears N 88°20'56" E, 38.41 feet;

THENCE S 88°20'56" W, with a south line of said Anacapri Laguna Azure tract, and a north line of that certain tract of land, described in deed to DR Horton-Texas LTD, recorded in Document Number 20210212000310470, Real Property Records, Collin County, Texas, a distance of 928.68 feet to a 1/2" capped rebar set stamped "MCADAMS";

THENCE N 00°46'28" W, with the common line of said Anacapri Laguna Azure tract, and said DR Horton tract, a distance of 1103.04 feet to a 1/2" capped rebar set stamped "MCADAMS"

THENCE N 01°17'06" W, continuing with the common line thereof, a distance of 1185.78 feet to the POINT OF BEGINNING and containing approximately 48.585 acres of land.

EXHIBIT "M"

PHASE IV – FIELD NOTES AND EXHIBIT

LEGAL DESCRIPTION
PHASE 4
64.604 ACRES

BEING all that certain lot, tract, or parcel of land situated in the S. E. Roberts Survey, Abstract Number 786, and the Eli W. Witt Survey, Abstract Number 997, City of Anna, Collin County, Texas, being part of that certain tract of land, called 95.444 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679920, Deed Records, Collin County, Texas, and being part of that certain tract of land, called 84.000 acres and described by deed to Anacapri Laguna Azure LLC, recorded in Instrument Number 20210819001679940, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a PK Nail Found in County Road 371, same being the northeast corner of said 84.000 acre tract, same being the northwest corner of a certain tract of land, described as Tract 1 by deed to Eleanor Katherine Cox Cunningham and Howard Joseph Cox, Jr., recorded in Volume 1995, Page 577, Deed Records, Collin County, Texas, same being the southwest corner of a certain 45-foot right-of-way dedication, recorded in Cabinet Q, Page 668, Plat Records, Collin County, Texas, and being the southeast corner of a certain tract of land, described by deed to Howard J. Cox ET AL, recorded in Instrument Number 1995000000577, Deed Records, Collin County, Texas;

THENCE S 01°29'20" W, with the east line of said Anacapri tract recorded in 20210819001679920, and with the west line of said Tract 1, passing the southwest corner thereof, being the northwest corner of that certain tract of land, described in deed to LGI Homes-Texas, LLC, recorded in Instrument Number 20190820001009780, Deed Records, Collin County, Texas, and continuing with the west line thereof, a total distance of 3021.11 feet to a 1/2" rebar found at the southwest corner of the aforementioned Anacapri tract;

THENCE N 88°29'03" W, with the south line of said Anacapri tract recorded in 20210819001679920, a distance of 1211.75 feet a 1/2" rebar found at the southwest corner thereof, and being the southeast corner of said Anacapri tract recorded in 20210819001679940;

THENCE N 88°24'07" W, with the south line of said Anacapri tract, recorded in 20210819001679940, a distance of 126.55 feet;

THENCE over across and through said 84.000 acre tract, and said 95.444 acre tract the following:

N 01°35'53" E, a distance of 24.48 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears N 44°17'26" E, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 14°01'25" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 00°42'34" W, a distance of 302.85'to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 140.87 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 163.38 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 815.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 111.89 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 134°48'58", and an arc length of 117.65 feet, whose chord bears N 50°47'40" E, 92.33 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 75°06'42" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 83.08 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 240.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 78.94 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears S 78°15'36" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a reverse curve to the right, having a radius of 50.00 feet, a central angle of 143°15'23", and an arc length of 125.01 feet, whose chord bears N 43°25'33" W, 94.90 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 14°53'18" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 171.57 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 11°44'24" W, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a curve to the left, having a radius of 50.00 feet, a central angle of 101°58'39", and an arc length of 88.99 feet, whose chord bears N 25°56'05" E, 77.70 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 111.02 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 560.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°29'20" E, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°25'33" W, a distance of 609.92 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 117.60 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 57°31'46" E, a distance of 24.65 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with the arc of a curve to the right, having a radius of 50.00 feet, a central angle of 60°40'22", and an arc length of 52.95 feet, whose chord bears N 02°08'03" W, 50.51 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

Northeasterly, with the arc of a reverse curve to the left, having a radius of 50.00 feet, a central angle of 26°37'41", and an arc length of 23.24 feet, whose chord bears N 14°53'18" E, 23.03 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 495.79 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 88°25'33" E, a distance of 65.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°34'27" E, a distance of 230.33 feet to a 1/2" capped rebar set, stamped "MCADAMS" to the north line of said 84.000 acre tract, and being in said County Road 371;

THENCE S 88°38'19" E, with the north line of said 84.000 acre tract, and with said County Road 371, a distance of 795.08 feet to the POINT OF BEGINNING and containing approximately 64.604 acres of land.

Appendix B – Buyer Disclosures

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

- Improvement Area #1
  - Improvement Area #1 Initial Parcel
  - Lot Type 1
  - Lot Type 2
- Improvement Area #2A
  - Improvement Area #2A Initial Parcel
  - Lot Type 3
  - Lot Type 4

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ANACAPRI PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE IMPROVEMENT AREA #1 – INITIAL PARCEL

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
PROPERTY ADDRESS

IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT: $22,145,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***AnaCapri Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS – IMPROVEMENT AREA #1 INITIAL PARCEL

Annual Installment Due 1/31	Principal	Interest[1]	Annual Collection Costs	Annual Installment[2]
2023	$ 473,601.91	$ 1,310,984.00	$ 40,000.00	$ 1,824,585.91
2024	$ 501,639.14	$ 1,282,946.77	$ 40,800.00	$ 1,825,385.91
2025	$ 531,336.18	$ 1,253,249.73	$ 41,616.00	$ 1,826,201.91
2026	$ 562,791.28	$ 1,221,794.63	$ 42,448.32	$ 1,827,034.23
2027	$ 596,108.52	$ 1,188,477.38	$ 43,297.29	$ 1,827,883.19
2028	$ 359,067.18	$ 1,153,187.76	$ 44,163.23	$ 1,556,418.17
2029	$ 380,323.96	$ 1,131,930.98	$ 45,046.50	$ 1,557,301.44
2030	$ 402,839.13	$ 1,109,415.81	$ 45,947.43	$ 1,558,202.37
2031	$ 426,687.21	$ 1,085,567.73	$ 46,866.38	$ 1,559,121.31
2032	$ 451,947.09	$ 1,060,307.85	$ 47,803.70	$ 1,560,058.64
2033	$ 478,702.36	$ 1,033,552.58	$ 48,759.78	$ 1,561,014.72
2034	$ 507,041.54	$ 1,005,213.40	$ 49,734.97	$ 1,561,989.91
2035	$ 537,058.40	$ 975,196.54	$ 50,729.67	$ 1,562,984.61
2036	$ 568,852.26	$ 943,402.68	$ 51,744.27	$ 1,563,999.20
2037	$ 602,528.31	$ 909,726.63	$ 52,779.15	$ 1,565,034.09
2038	$ 638,197.99	$ 874,056.95	$ 53,834.73	$ 1,566,089.67
2039	$ 675,979.31	$ 836,275.63	$ 54,911.43	$ 1,567,166.37
2040	$ 715,997.28	$ 796,257.66	$ 56,009.66	$ 1,568,264.60
2041	$ 758,384.32	$ 753,870.62	$ 57,129.85	$ 1,569,384.79
2042	$ 803,280.67	$ 708,974.26	$ 58,272.45	$ 1,570,527.39
2043	$ 850,834.89	$ 661,420.05	$ 59,437.90	$ 1,571,692.84
2044	$ 901,204.32	$ 611,050.62	$ 60,626.65	$ 1,572,881.59
2045	$ 954,555.61	$ 557,699.33	$ 61,839.19	$ 1,574,094.13
2046	$ 1,011,065.30	$ 501,189.64	$ 63,075.97	$ 1,575,330.91
2047	$ 1,070,920.37	$ 441,334.57	$ 64,337.49	$ 1,576,592.43
2048	$ 1,134,318.86	$ 377,936.08	$ 65,624.24	$ 1,577,879.18
2049	$ 1,201,470.53	$ 310,784.41	$ 66,936.72	$ 1,579,191.66
2050	$ 1,272,597.59	$ 239,657.35	$ 68,275.46	$ 1,580,530.40
2051	$ 1,347,935.36	$ 164,319.58	$ 69,640.97	$ 1,581,895.91
2052	$ 1,427,733.14	$ 84,521.80	$ 71,033.79	$ 1,583,288.73
Total	**$ 22,145,000.00**	**$ 24,584,303.01**	**$ 1,622,723.17**	**$ 48,352,026.18**

Footnotes:

1) Interest is calculated at 7.00% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act. Interest is calculated at 5.92% each year thereafter, which is 2% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ANACAPRI PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 1

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: $45,099.70

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***AnaCapri Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS – LOT TYPE 1

Annual Installment Due 1/31	Principal	Interest[1]	Annual Collection Costs	Annual Installment[2]
2023	$ 964.52	$ 2,669.90	$ 81.46	$ 3,715.88
2024	$ 1,021.62	$ 2,612.80	$ 83.09	$ 3,717.51
2025	$ 1,082.10	$ 2,552.32	$ 84.75	$ 3,719.18
2026	$ 1,146.16	$ 2,488.26	$ 86.45	$ 3,720.87
2027	$ 1,214.01	$ 2,420.41	$ 88.18	$ 3,722.60
2028	$ 731.26	$ 2,348.54	$ 89.94	$ 3,169.74
2029	$ 774.55	$ 2,305.25	$ 91.74	$ 3,171.54
2030	$ 820.41	$ 2,259.40	$ 93.57	$ 3,173.38
2031	$ 868.98	$ 2,210.83	$ 95.45	$ 3,175.25
2032	$ 920.42	$ 2,159.38	$ 97.36	$ 3,177.16
2033	$ 974.91	$ 2,104.90	$ 99.30	$ 3,179.11
2034	$ 1,032.62	$ 2,047.18	$ 101.29	$ 3,181.09
2035	$ 1,093.75	$ 1,986.05	$ 103.31	$ 3,183.12
2036	$ 1,158.50	$ 1,921.30	$ 105.38	$ 3,185.18
2037	$ 1,227.09	$ 1,852.72	$ 107.49	$ 3,187.29
2038	$ 1,299.73	$ 1,780.07	$ 109.64	$ 3,189.44
2039	$ 1,376.67	$ 1,703.13	$ 111.83	$ 3,191.63
2040	$ 1,458.17	$ 1,621.63	$ 114.07	$ 3,193.87
2041	$ 1,544.50	$ 1,535.31	$ 116.35	$ 3,196.15
2042	$ 1,635.93	$ 1,443.87	$ 118.68	$ 3,198.48
2043	$ 1,732.78	$ 1,347.02	$ 121.05	$ 3,200.85
2044	$ 1,835.36	$ 1,244.44	$ 123.47	$ 3,203.27
2045	$ 1,944.01	$ 1,135.79	$ 125.94	$ 3,205.74
2046	$ 2,059.10	$ 1,020.70	$ 128.46	$ 3,208.26
2047	$ 2,181.00	$ 898.81	$ 131.03	$ 3,210.83
2048	$ 2,310.11	$ 769.69	$ 133.65	$ 3,213.45
2049	$ 2,446.87	$ 632.93	$ 136.32	$ 3,216.12
2050	$ 2,591.73	$ 488.08	$ 139.05	$ 3,218.85
2051	$ 2,745.16	$ 334.65	$ 141.83	$ 3,221.63
2052	$ 2,907.67	$ 172.13	$ 144.66	$ 3,224.47
Total	**$ 45,099.70**	**$ 50,067.49**	**$ 3,304.78**	**$ 98,471.97**

Footnotes:

1) Interest is calculated at 7.00% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act. Interest is calculated at 5.92% each year thereafter, which is 2% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ANACAPRI PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 2

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: $50,343.85

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***AnaCapri Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS – LOT TYPE 2

Annual Installment Due 1/31	Principal	Interest[1]	Annual Collection Costs	Annual Installment[2]
2023	$ 1,076.67	$ 2,980.36	$ 90.93	$ 4,147.96
2024	$ 1,140.41	$ 2,916.62	$ 92.75	$ 4,149.78
2025	$ 1,207.93	$ 2,849.10	$ 94.61	$ 4,151.64
2026	$ 1,279.43	$ 2,777.60	$ 96.50	$ 4,153.53
2027	$ 1,355.18	$ 2,701.85	$ 98.43	$ 4,155.46
2028	$ 816.29	$ 2,621.63	$ 100.40	$ 3,538.32
2029	$ 864.62	$ 2,573.30	$ 102.41	$ 3,540.33
2030	$ 915.80	$ 2,522.12	$ 104.46	$ 3,542.38
2031	$ 970.02	$ 2,467.90	$ 106.54	$ 3,544.46
2032	$ 1,027.44	$ 2,410.48	$ 108.68	$ 3,546.60
2033	$ 1,088.27	$ 2,349.65	$ 110.85	$ 3,548.77
2034	$ 1,152.69	$ 2,285.23	$ 113.07	$ 3,550.99
2035	$ 1,220.93	$ 2,216.99	$ 115.33	$ 3,553.25
2036	$ 1,293.21	$ 2,144.71	$ 117.63	$ 3,555.55
2037	$ 1,369.77	$ 2,068.15	$ 119.99	$ 3,557.91
2038	$ 1,450.86	$ 1,987.06	$ 122.39	$ 3,560.31
2039	$ 1,536.75	$ 1,901.17	$ 124.83	$ 3,562.75
2040	$ 1,627.73	$ 1,810.19	$ 127.33	$ 3,565.25
2041	$ 1,724.09	$ 1,713.83	$ 129.88	$ 3,567.80
2042	$ 1,826.16	$ 1,611.76	$ 132.48	$ 3,570.39
2043	$ 1,934.27	$ 1,503.65	$ 135.12	$ 3,573.04
2044	$ 2,048.77	$ 1,389.15	$ 137.83	$ 3,575.75
2045	$ 2,170.06	$ 1,267.86	$ 140.58	$ 3,578.50
2046	$ 2,298.53	$ 1,139.39	$ 143.40	$ 3,581.31
2047	$ 2,434.60	$ 1,003.32	$ 146.26	$ 3,584.18
2048	$ 2,578.73	$ 859.19	$ 149.19	$ 3,587.11
2049	$ 2,731.39	$ 706.53	$ 152.17	$ 3,590.09
2050	$ 2,893.09	$ 544.83	$ 155.22	$ 3,593.14
2051	$ 3,064.36	$ 373.56	$ 158.32	$ 3,596.24
2052	$ 3,245.77	$ 192.15	$ 161.49	$ 3,599.41
Total	**$ 50,343.85**	**$ 55,889.29**	**$ 3,689.06**	**$ 109,922.20**

Footnotes:

1) Interest is calculated at 7.00% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act. Interest is calculated at 5.92% each year thereafter, which is 2% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ANACAPRI PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE IMPROVEMENT AREA #2A – INITIAL PARCEL

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
PROPERTY ADDRESS

IMPROVEMENT AREA #2A INITIAL PARCEL PRINCIPAL ASSESSMENT: $11,025,000.00

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***AnaCapri Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS – IMPROVEMENT AREA #2A INITIAL PARCEL

Annual Installment Due 1/31	Principal	Interest[1]	Annual Collection Costs	Annual Installment[2]
2023	$ 235,785.10	$ 652,680.00	$ 40,000.00	$ 928,465.10
2024	$ 249,743.58	$ 638,721.52	$ 40,800.00	$ 929,265.10
2025	$ 264,528.40	$ 623,936.70	$ 41,616.00	$ 930,081.10
2026	$ 280,188.48	$ 608,276.62	$ 42,448.32	$ 930,913.42
2027	$ 296,775.64	$ 591,689.46	$ 43,297.29	$ 931,762.39
2028	$ 178,763.41	$ 574,120.35	$ 44,163.23	$ 797,046.98
2029	$ 189,346.20	$ 563,537.55	$ 45,046.50	$ 797,930.25
2030	$ 200,555.50	$ 552,328.26	$ 45,947.43	$ 798,831.18
2031	$ 212,428.38	$ 540,455.37	$ 46,866.38	$ 799,750.13
2032	$ 225,004.14	$ 527,879.61	$ 47,803.70	$ 800,687.46
2033	$ 238,324.39	$ 514,559.37	$ 48,759.78	$ 801,643.53
2034	$ 252,433.19	$ 500,450.56	$ 49,734.97	$ 802,618.73
2035	$ 267,377.23	$ 485,506.52	$ 50,729.67	$ 803,613.42
2036	$ 283,205.97	$ 469,677.79	$ 51,744.27	$ 804,628.02
2037	$ 299,971.76	$ 452,911.99	$ 52,779.15	$ 805,662.90
2038	$ 317,730.09	$ 435,153.66	$ 53,834.73	$ 806,718.49
2039	$ 336,539.71	$ 416,344.04	$ 54,911.43	$ 807,795.18
2040	$ 356,462.86	$ 396,420.89	$ 56,009.66	$ 808,893.41
2041	$ 377,565.46	$ 375,318.29	$ 57,129.85	$ 810,013.60
2042	$ 399,917.34	$ 352,966.42	$ 58,272.45	$ 811,156.20
2043	$ 423,592.44	$ 329,291.31	$ 59,437.90	$ 812,321.65
2044	$ 448,669.12	$ 304,214.64	$ 60,626.65	$ 813,510.41
2045	$ 475,230.33	$ 277,653.42	$ 61,839.19	$ 814,722.94
2046	$ 503,363.96	$ 249,519.79	$ 63,075.97	$ 815,959.72
2047	$ 533,163.11	$ 219,720.64	$ 64,337.49	$ 817,221.24
2048	$ 564,726.37	$ 188,157.39	$ 65,624.24	$ 818,507.99
2049	$ 598,158.17	$ 154,725.59	$ 66,936.72	$ 819,820.48
2050	$ 633,569.13	$ 119,314.62	$ 68,275.46	$ 821,159.21
2051	$ 671,076.42	$ 81,807.33	$ 69,640.97	$ 822,524.72
2052	$ 710,804.15	$ 42,079.61	$ 71,033.79	$ 823,917.54
Total	**$ 11,025,000.00**	**$ 12,239,419.31**	**$ 1,622,723.17**	**$ 24,887,142.48**

Footnotes:

1) Interest is calculated at 7.00% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act. Interest is calculated at 5.92% each year thereafter, which is 2% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ANACAPRI PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 3

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: $44,322.64

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***AnaCapri Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS – LOT TYPE 3

Annual Installment Due 1/31	Principal	Interest[1]	Annual Collection Costs	Annual Installment[2]
2023	$ 947.90	$ 2,623.90	$ 160.81	$ 3,732.61
2024	$ 1,004.02	$ 2,567.78	$ 164.02	$ 3,735.83
2025	$ 1,063.46	$ 2,508.35	$ 167.30	$ 3,739.11
2026	$ 1,126.41	$ 2,445.39	$ 170.65	$ 3,742.45
2027	$ 1,193.10	$ 2,378.71	$ 174.06	$ 3,745.87
2028	$ 718.66	$ 2,308.08	$ 177.54	$ 3,204.28
2029	$ 761.21	$ 2,265.53	$ 181.10	$ 3,207.83
2030	$ 806.27	$ 2,220.47	$ 184.72	$ 3,211.46
2031	$ 854.00	$ 2,172.74	$ 188.41	$ 3,215.15
2032	$ 904.56	$ 2,122.18	$ 192.18	$ 3,218.92
2033	$ 958.11	$ 2,068.63	$ 196.02	$ 3,222.76
2034	$ 1,014.83	$ 2,011.91	$ 199.94	$ 3,226.68
2035	$ 1,074.91	$ 1,951.83	$ 203.94	$ 3,230.68
2036	$ 1,138.54	$ 1,888.20	$ 208.02	$ 3,234.76
2037	$ 1,205.94	$ 1,820.79	$ 212.18	$ 3,238.92
2038	$ 1,277.34	$ 1,749.40	$ 216.43	$ 3,243.17
2039	$ 1,352.96	$ 1,673.78	$ 220.75	$ 3,247.49
2040	$ 1,433.05	$ 1,593.69	$ 225.17	$ 3,251.91
2041	$ 1,517.89	$ 1,508.85	$ 229.67	$ 3,256.41
2042	$ 1,607.75	$ 1,418.99	$ 234.27	$ 3,261.01
2043	$ 1,702.92	$ 1,323.82	$ 238.95	$ 3,265.69
2044	$ 1,803.74	$ 1,223.00	$ 243.73	$ 3,270.47
2045	$ 1,910.52	$ 1,116.22	$ 248.61	$ 3,275.34
2046	$ 2,023.62	$ 1,003.12	$ 253.58	$ 3,280.32
2047	$ 2,143.42	$ 883.32	$ 258.65	$ 3,285.39
2048	$ 2,270.31	$ 756.43	$ 263.82	$ 3,290.56
2049	$ 2,404.71	$ 622.03	$ 269.10	$ 3,295.84
2050	$ 2,547.07	$ 479.67	$ 274.48	$ 3,301.22
2051	$ 2,697.86	$ 328.88	$ 279.97	$ 3,306.71
2052	$ 2,857.57	$ 169.17	$ 285.57	$ 3,312.31
Total	**$ 44,322.64**	**$ 49,204.85**	**$ 6,523.66**	**$ 100,051.15**

Footnotes:

1) Interest is calculated at 7.00% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act. Interest is calculated at 5.92% each year thereafter, which is 2% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

ANACAPRI PUBLIC IMPROVEMENT DISTRICT BUYER DISCLOSURE LOT TYPE 4

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ANNA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: $49,476.44

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Anna, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***AnaCapri Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Anna. The exact amount of each annual installment will be approved each year by the Anna City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Anna.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

Seller Signature Page to Final Notice with Current Information
of Obligation to Pay Improvement District Assessment

ANNUAL INSTALLMENTS – LOT TYPE 4

Annual Installment Due 1/31	Principal	Interest[1]	Annual Collection Costs	Annual Installment[2]
2023	$ 1,058.12	$ 2,929.01	$ 179.51	$ 4,166.63
2024	$ 1,120.76	$ 2,866.36	$ 183.10	$ 4,170.22
2025	$ 1,187.11	$ 2,800.02	$ 186.76	$ 4,173.89
2026	$ 1,257.39	$ 2,729.74	$ 190.49	$ 4,177.62
2027	$ 1,331.83	$ 2,655.30	$ 194.30	$ 4,181.43
2028	$ 802.23	$ 2,576.46	$ 198.19	$ 3,576.88
2029	$ 849.72	$ 2,528.96	$ 202.15	$ 3,580.84
2030	$ 900.02	$ 2,478.66	$ 206.20	$ 3,584.88
2031	$ 953.31	$ 2,425.38	$ 210.32	$ 3,589.01
2032	$ 1,009.74	$ 2,368.94	$ 214.53	$ 3,593.21
2033	$ 1,069.52	$ 2,309.17	$ 218.82	$ 3,597.50
2034	$ 1,132.83	$ 2,245.85	$ 223.19	$ 3,601.88
2035	$ 1,199.90	$ 2,178.79	$ 227.66	$ 3,606.34
2036	$ 1,270.93	$ 2,107.75	$ 232.21	$ 3,610.90
2037	$ 1,346.17	$ 2,032.51	$ 236.85	$ 3,615.54
2038	$ 1,425.86	$ 1,952.82	$ 241.59	$ 3,620.28
2039	$ 1,510.28	$ 1,868.41	$ 246.42	$ 3,625.11
2040	$ 1,599.68	$ 1,779.00	$ 251.35	$ 3,630.04
2041	$ 1,694.39	$ 1,684.30	$ 256.38	$ 3,635.06
2042	$ 1,794.69	$ 1,583.99	$ 261.51	$ 3,640.19
2043	$ 1,900.94	$ 1,477.75	$ 266.74	$ 3,645.42
2044	$ 2,013.47	$ 1,365.21	$ 272.07	$ 3,650.76
2045	$ 2,132.67	$ 1,246.01	$ 277.51	$ 3,656.20
2046	$ 2,258.93	$ 1,119.76	$ 283.06	$ 3,661.75
2047	$ 2,392.65	$ 986.03	$ 288.72	$ 3,667.41
2048	$ 2,534.30	$ 844.39	$ 294.50	$ 3,673.18
2049	$ 2,684.33	$ 694.36	$ 300.39	$ 3,679.07
2050	$ 2,843.24	$ 535.44	$ 306.40	$ 3,685.08
2051	$ 3,011.56	$ 367.12	$ 312.52	$ 3,691.21
2052	$ 3,189.85	$ 188.84	$ 318.78	$ 3,697.46
Total	**$ 49,476.44**	**$ 54,926.34**	**$ 7,282.23**	**$ 111,685.01**

Footnotes:

1) Interest is calculated at 7.00% for years 1-5, which is not higher than 5% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act. Interest is calculated at 5.92% each year thereafter, which is 2% above the Bond Buyer Index of 3.92% dated 09/01/2022, as allowed by the PID Act.

2) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Dalan Walker

AGENDA ITEM:
Consider/Discuss/Action on a Resolution authorizing the City Manager to execute a design/build contract with Kraftsman Commercial Playgrounds & Waterparks for work associated with the renovation of the splash pad at Slayter Creek Park. (Park Planning and Development Manager Dalan Walker, RLA).

SUMMARY:

FINANCIAL IMPACT:
The project cost is $2.5 million. Ongoing maintenance including labor, testing and chemicals will be required. However, the new splash pad will require less staff time to maintain than has been expended over the past several years.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Principal 5 - Value to Neighbors' Lives
Goal 3 - Anna-Great Place to Live

STAFF RECOMMENDATION:
Approve the design/build contract with Kraftsman Commercial Playgrounds & Waterparks in the amount of $2.5 million to be funded by the 2021 Bond.

ATTACHMENTS:
1. Resolution for Kraftsman Design Build Splash Pad 090122
2. Kraftsman Construciton Agreement - Including Exhibits - No Signatures

APPROVALS:

Dalan Walker, Parks	Created/Initiated - 9/8/2022
Jim Proce, City Manager	Final Approval - 9/8/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DESIGN/BUILD AGREEMENT WITH KRAFTSMAN PLAYGROUNDS AND WATERPARKS FOR THE RENOVATION OF THE SPLASH PAD AT SLAYTER CREEK PARK.

WHEREAS, the City Council of the City of Anna, Texas, ("City Council") finds that the services of Kraftsman Commercial Playgrounds & Waterparks are instrumental and necessary to the renovation of the splash pad at Slayter Creek Park; and

WHEREAS, the City Council considers the renovation of the splash pad at Slayter Creek Park to me necessary due to the age and condition of the current amenity; and

WHEREAS, the City Council acknowledges that Kraftsman Commercial Playground & Waterparks has previously bid and established pricing for work via Buy Board contract #592-19; and

WHEREAS, the City Council approves the proposed design/build contract to include the following not-to-exceed fee:

"The total amount for fiscal year 2023: $2,500,000."

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 as set forth in full.

Section 2. Approval and Authorization of Agreement.

The City Council hereby approves the design/build agreement with Kraftsman Commercial Playgrounds & Waterparks and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize and enforce the design/build agreement with Kraftsman Commerical Playgrounds & Waterparks.

PASSED, APPROVED, AND ADOPTED on first and final reading on this 13th day of September 2022.

ATTEST: **APPROVED:**

_____ _____

City Secretary, Carrie Land Mayor, Nate Pike

STATE OF TEXAS §
§ **CONSTRUCTION AGREEMENT**
COUNTY OF COLLIN §

This Construction Agreement ("Agreement") is made and entered into this ___ day of _____ 20__ by and between the City of Anna, Texas (the "Owner") and Kraftsman Commercial Playgrounds & Water Parks, a Texas limited partnership (the "Contractor") acting by and through their authorized representatives and in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Article I
Work and Term

1.1 The Contractor shall perform all the work specified in the Contract Documents. The work is generally described as follows:

Design and build a new splash pad complete with demolition and disposal of the old splash pad located at Slayter Creek Park in Anna, Texas, using pricing in accordance with Kraftsman Commerical Playgrounds & Water Parks Buy Board Contract 592-19.

1.2 The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue until completion of the services provided herein.

1.3 This Agreement is turnkey and not-to-exceed the Contract amount of $2,500,000.

Article II
Contract Documents

2.1 The Contract Documents shall include all documents identified herein. Every provision of the Contract Documents below is incorporated into this Agreement by reference. The Contract Documents referenced below are in descending order of precedence. Any conflict between or among any of the Contract Documents shall be resolved in favor of the document with higher precedence.

A. This Agreement;

B. Properly authorized change orders;

C. Buy Board Contract 592-19 attached hereto as Exhibit A; and

D. Contractor's quote attached hereto as Exhibit B;

E. Plans and Specifications;

F. Limits of Work Site Plan attached hereto as Exhibit C.

Article III
Scope of Work

3.1 Contractor shall perform all the work specified in the Contract Documents.

3.2 Schematic Design Documents, Design Development Documents, Contract Documents, drawings, plans, specifications and other documents, including those in electronic form, prepared by Contractor and its consultants, agents, representatives, and/or employees specifically for the Project and delivered to Owner are intended for the use and benefit of Owner. Contractor and its consultants, agents, representatives, and/or employees shall be deemed the authors of their respective part of said Project documents. Notwithstanding, Owner shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such Project documents, which are produced at its request and delivered to Owner specifically for the Project. Owner shall have full authority to authorize Contractor, Subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose related to Project. All materials and reports prepared by Contractor and delivered to Owner specifically for the Project are "works for hire" and shall be the property of Owner. Contractor shall upon completion of the services, or earlier termination, provide Owner with reproductions of all materials reports, and exhibits prepared by Contractor pursuant to this Agreement, and in electronic format if requested by Owner.

Article IV
Compensation and Method of Payment

4.1 Owner shall pay the Contractor a not-to-exceed amount of $2,500,000, for completion of the work in accordance with the Contract Documents using current funds. Owner shall pay Contractor for work satisfactorily performed no later than thirty (30) days from the date Owner receives an invoice from Contractor. Monthly progress invoicing and payments will apply.

4.2 Contractor shall provide all design and engineering services necessary to complete the Plans and Specifications for the project, in coordination with the City for input and design direction, at Contractor's own cost and expense.

4.3 Contractor agrees to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the Work at Contractor's own cost and expense.

Article V
Notice to Proceed

The Contractor shall not proceed with any work required under this Agreement without a written Notice to Proceed from City.

Article VI
Relationship of Parties

It is understood and agreed by and between the parties that in satisfying the conditions of this Agreement, the Contractor is acting independently, and that Owner assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Owner. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. At no time will Owner have any control or supervision over the means, methods, sequences, technologies, undertakings, measures or procedures utilized to perform the services under this Agreement.

Article VII
Insurance

7.1 **Procurement and Evidence of Insurance**. Prior to commencing the Services and continuing until all Services to be performed under this Agreement have been completed, Contractor shall purchase and maintain insurance with a company or companies qualified to do business in Texas and rated at least "A" by AM Best or other equivalent rating service. All such insurance, with the exception of workers compensation, shall name Owner as an additional insured and provide for a waiver of subrogation against Owner for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance. Each policy and renewals or replacements thereof shall provide that it will not be canceled, non-renewed or material change except with thirty (30) days advance written notice to City. Evidence of such insurance shall be provided to Owner by delivering certificates of insurance.

7.2 **Coverage and Limits**. The insurance required under this Paragraph shall provide for the following coverages and limits:

a. Workers' compensation and employers' liability insurance as required by applicable law attached hereto as Exhibit C.

b. Commercial general liability insurance for bodily injury and property damage, including limited contractual liability coverage in not less than the following amounts:

i. General Aggregate Limit $2,000,000 each occurrence

ii. Each Occurrence Limit $1,000,000 each occurrence; and

7.3 Commercial automobile liability insurance coverage, including non-owned and hired, covering all owned, hired or non-owned vehicles including the loading or unloading thereof with limits not less than $1,000,000.

7.4 Umbrella liability insurance covering all operations with limits of liability not less than:
Bodily Injury and Property Damage Liability
$5,000,000 each occurrence
$5,000,000 aggregate

Article VIII
Miscellaneous

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

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

8.3 **Assignment.** Contractor may not assign this Agreement in whole or in part without the prior written consent of Owner.

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

8.5 **Governing Law.** The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in a State District Court of Collin County, Texas, or a federal district court having jurisdiction thereof.

8.6 **Amendments.** This Agreement may be amended by the mutual written agreement of the parties.

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

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

8.9 **Recitals.** The recitals to this Agreement are incorporated herein.

8.10 **Notice.** Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Owner:
City of Anna
Attn: Jim Proce, City Manager
120 West Seventh St
Anna, Texas 75409

If intended for Contractor:
Kraftsman Commerical Playgrounds & Water Parks, LP
Attn: Korey Soderberg, COO
19535 Haude Road
Spring, TX 77388

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

8.12 **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

8.13 **Indemnification.** OWNER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR WAIVES ALL CLAIMS AGAINST OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS THE "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER. CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS OWNER FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND RELATED EXPENSES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGILGENCE OF OWNER). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM OWNER, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO OWNER. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8.14 **Legal Construction**. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable,

a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.15 **Conflicts of Interests**. Contractor represents that no official, officer, or employee of Owner has any direct or indirect pecuniary interest in this Agreement.

8.16 **Force Majeure**. Contractor shall not be liable for delays or failure to perform due directly, or indirectly, to (i)causes beyond Contractor's reasonable control, (ii)acts of God or nature, (iii)acts (including failure to act) of any governmental authority, (iv)wars (declared or undeclared), (v)strikes or other labor disputes, (vi)natural calamities (such as fires, floods, earthquakes, storms, epidemics).

(signature page to follow)

EXECUTED on this _____ day of _____, 2022.

OWNER, City of Anna, Texas

By: _____
Jim Proce, City Manager

Attest: _____

EXECUTED on this _____ day of _____, 2022.

CONTRACTOR, Kraftsman Commerical Playgrounds & Water Parks, LP

By: _____

Name: Korey Soderberg

Title: Chief Operating Officer

Attest: _____

EXHIBIT A

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

July 18, 2019

Sent Via Email: buyboard@kraftsmanplay.com

Tonia Bennett
Kraftsman Commercial Playgrounds and Water Parks
19535 Haude Road
Spring, TX 77388

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Award*
Proposal Name and Number: Parks and Recreation Equipment and Field Lighting Products and Installation, Proposal No. 592-19

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 10/1/2019 through 9/30/2020, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 592-19 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

1. Vendor Quick Reference Guide 2. BuyBoard License and Identity Standards

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply**. Please forward by email to info@buyboard.com any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please email the order info@buyboard.com and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

BuyBoard® National Purchasing Cooperative

Endorsed by NSBA National School Boards Association

September 4, 2019

Sent Via Email: buyboard@kraftsmanplay.com

Tonia Bennett
Kraftsman Commercial Playgrounds and Water Parks
19535 Haude Road
Spring, TX 77388

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Piggy-Back Award*
Proposal Name and Number: Parks and Recreation Equipment and Field Lighting Products and Installation, Proposal No. 592-19

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. As provided for in the Proposal and your National Purchasing Cooperative Vendor Award Agreement, you are authorized to sell the goods and services awarded under the Proposal to National Cooperative members in states other than Texas through the BuyBoard. The contract is effective 10/1/2019 through 9/30/2020, with two possible one-year renewals.

The National Cooperative membership list is available at our website www.buyboard.com/vendor. The list identifies the current members that may purchase awarded goods and services under your National Cooperative BuyBoard contract.

You are advised that receipt of a purchase order directly from a National Cooperative member is not within BuyBoard guidelines. Accepting purchase orders directly from Cooperative members may result in a violation of applicable competitive procurement law and termination of this National Cooperative BuyBoard contract. **Therefore, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Please forward by e-mail to info@buyboard.com any order received directly from a National Cooperative member. If you inadvertently process a purchase order sent directly to you by a National Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

As an awarded vendor a BuyBoard user id and password will be sent via e-mail 2 to 3 business days prior to the start of your contract.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff at 800-695-2919**.

Sincerely,

Arturo Salinas
Department Director, Cooperative Procurement
v.6.5

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ FAX: 800-211-5454 ▪ buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Parks and Recreation Equipment and Field Lighting Products

Proposal Due Date/Opening Date and Time: January 24, 2019 at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 592-19

Anticipated Cooperative Board Meeting Date: July 2019

Contract Time Period: October 1, 2019 through September 30, 2020 with two (2) possible one-year renewals.

Kraftsman Commercial Playgrounds & Water Parks
Name of Proposing Company

January 21, 2019
Date

19535 Haude Road
Street Address

Signature of Authorized Company Official

Spring, Texas, 77388
City, State, Zip

Kris Soderberg
Printed Name of Authorized Company Official

281-353-9599 / 800-451-4869
Telephone Number of Authorized Company Official

Vice President
Position or Title of Authorized Company Official

281-353-9599
Fax Number of Authorized Company Official

26-0435158
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");

2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;

3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;

5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;

6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;

7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and

8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

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VENDOR CONTACT INFORMATION

Company: Kraftsman Commercial Playgrounds & Water Parks

Vendor Contact Name and Mailing Address for Notices: Kris Soderberg 19535 Haude Rd, Spring, TX 77388

Company Website: www.kraftsmanplay.com

Purchase Orders: All purchase orders from Cooperative members will be available through the Internet.

Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors to assist them with retrieving their orders.

Please select options below for receipt of purchase orders and provide the requested information:

☒ I will use the internet to receive purchase orders at the following address.

E-mail Address: buyboard@kraftsmanplay.com

Internet Contact: Tonia Bennett Phone: 281-353-9599

Alternate E-mail Address: charlesj@kraftsmanplay.com

Alternate Internet Contact: Charles Jackson Phone: 281-353-9599

☐ Purchase orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: buyboard@kraftsmanplay.com

Alternate E-mail Address: toniab@kraftsmanplay.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**. Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

■ Service fee invoices and related communications should be provided directly to my company at:

Mailing address: 19535 Haude Road **Department:** Accounting

City: Spring **State:** Texas **Zip Code:** 77388

Contact Name: Jim O'Neil **Phone:** 281-353-9599

Fax: 281-353-2265 **E-mail Address:** accountspayable@kraftsmanplay.com

Alternative E-mail Address: jimo@kraftsmanplay.com

☐ In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent**:

Mailing address: _____ **Department:** _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Name: _____ **Phone:** _____

Fax: _____ **E-mail Address:** _____

Alternative E-mail Address: _____

☐ In lieu of my company, I request and authorize service fee invoices to be provided to the Designated Dealer(s) receiving the purchase order(s) to which the invoiced service fees relate at the address and contact information designated on my company's Dealer Designation form as provided to the Cooperative administrator.**

***** If Vendor authorizes a billing agent or Designated Dealer(s) to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.***

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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Kraftsman Commercial Playgrounds & Water Parks
Company Name

Signature of Authorized Company Official

Kris Soderberg
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Kraftsman Commercial Playgrounds & Water Parks
Company Name

Signature of Authorized Company Official

Kris Soderberg
Printed Name

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Kraftsman Commercial Playgrounds & Water Parks	19535 Haude Road	
Company Name	Address	
Spring	Texas	773888
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☒ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

Kraftsman Commercial Playgrounds & Water Parks
Company Name

Signature of Authorized Company Official

Kris Soderberg
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, a Texas governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270)

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Kraftsman Commercial Playgrounds & Water Parks
Company Name

Kris Soderberg

Signature of Authorized Company Official

Printed Name

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Kraftsman Commercial Playgrounds & Water Parks
Company Name

Kris Soderberg

Signature of Authorized Company Official

Printed Name

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ FAX: 800-211-5454 ▪ buyboard.com

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

_____

Name of Certifying Agency:

_____

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Kraftsman Commercial Playgrounds and Water Parks

Company Name

Kris Soderberg

Printed Name

Signature of Authorized Company Official

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ FAX: 800-211-5454 ▪ buyboard.com

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Procurement and Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request.

By signature below, the undersigned affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Kraftsman Commercial Playgrounds and Water Parks

Company Name

Signature of Authorized Company Official

Kris Soderberg

Printed Name

January 19, 2019

Date

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a proposal based upon any submitted deviation.

Please check (√) one of the following:

■ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ■ Common Carrier ■ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

_____

2. Payment Terms: ■ Net 30 days ☐ 1% in 10/Net 30 days ■ Other:
OR Completion payments due each month upon work completed

3. Number of Days for Delivery: 30-150 ARO

4. Vendor Reference/Quote Number: _____

5. State your return policy: 20% + Shipping and Handling

_____

6. Are electronic payments acceptable? ■ Yes ☐ No

7. Are credit card payments acceptable? ☒ Yes ☐ No

Kraftsman Commercial Playgrounds and Water Parks
Company Name

Signature of Authorized Company Official

Kris Soderberg
Printed Name

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.

Kraftsman Commercial Playgrounds and Water Parks
Company Name

19535 Haude Road
Address

Spring | TX | 77388
City | State | Zip

281-353-9599 | 281-353-2265
Phone Number | Fax Number

Tonia Bennett
Contact Person

Company Name

Address

City | State | Zip

Phone Number | Fax Number

Contact Person

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative's administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below and have this form signed by an official of your company authorized to make such designation. If you wish to designate multiple dealers, please duplicate this form as necessary.

_____
Designated Dealer Name

_____
Designated Dealer Address

_____ _____ _____
City State Zip

_____ _____
Phone Number Fax Number

_____ _____
Email address Designated Dealer Tax ID Number* **(*attach W-9)**

_____
Designated Dealer Contact Person

_____ _____
Your Company Name Signature of Authorized Company Official

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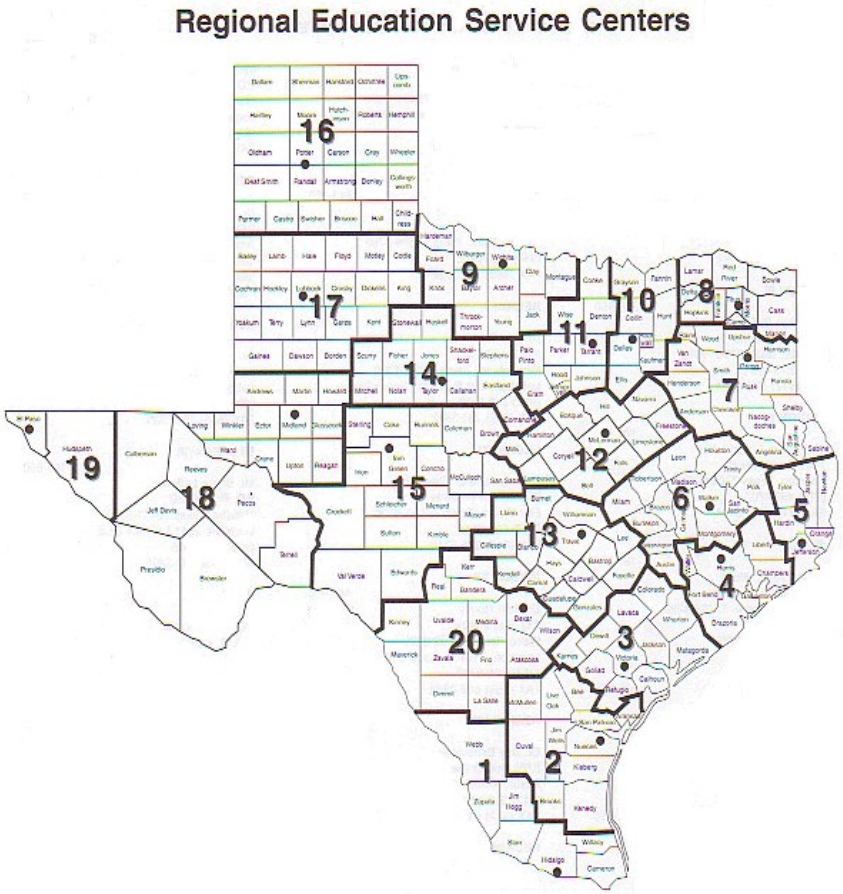
TEXAS REGIONAL SERVICE DESIGNATION

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. ***If you propose to serve different regions for different products or services included in your proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.



☐ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

☐ I will not service members of the Texas Cooperative.

Kraftsman Commercial Playgrounds and Water Parks

Company Name

Signature of Authorized Company Official

Kris Soderberg

Printed Name

If this Texas Regional Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

_____

_____

_____

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)*

If you serve different states for different products or services included in your proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies in the space provided at the end of this form. By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your proposal or, if awarded, termination of your Contract.

Please check (√) all that apply:

☐ I will service all states in the United States.

■ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ■ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ■ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ■ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ■ Tennessee
- ■ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Kraftsman Commercial Playgrounds and Water Parks

Company Name

Signature of Authorized Company Official

Kris Soderberg

Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

ALL

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Kraftsman Commercial Playgrounds and Water Parks	592-19
Name of Vendor	Proposal Invitation Number
	Kris Soderberg
Signature of Authorized Company Official	Printed Name of Authorized Company Official

January 19, 2019

Date

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FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide its members with the best services and products at the best prices available from vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $7,500,000. (The period of the 12 month period is January /December). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	N		
2. T-PASS (State of Texas)	N		
3. U.S. Communities Purchasing Alliance	N		
4. National IPA/TCPN	N		
5. Houston-Galveston Area Council (HGAC)	N		
6. National Joint Powers Alliance (NJPA)	N		
7. E&I Cooperative	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other	N		

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): See attached spreadsheet **Proposed Discount (%):** See attached spreadsheet

Explanation: We are submitting the same discounts as our previous bid

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Kraftsman Commercial Playgrounds and Water Parks

Company Name

Kris Soderberg

Signature of Authorized Company Official

Printed Name

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative may determine whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1. SEE ATTACHED PAGE					
2. SEE ATTACHED PAGE					
3. SEE ATTACHED PAGE					
4. SEE ATTACHED PAGE					
5. SEE ATTACHED PAGE					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Kraftsman Commercial Playgrounds and Water Parks

Company Name

Signature of Authorized Company Official

Kris Soderberg

Printed Name

Kraftsman Commercial Playgrounds and Water Parks
19535 Haude Road
Spring, Texas 77388
281-353-9599
Kraftsmanplay.com

REFERENCES:

Sandy Jenkins
Parks & Recreation Department
City of San Antonio
114 W. Commerce, 10th Floor
San Antonio, Texas 78283
903.237.1037

Scott Johnson, Director
Parks & Recreation Department
City of Baytown
2407 Market Street
Baytown, Texas 77522-0424
281.420.6599

Dave Melaas, Project Manager
Parks & Recreation Department
City of Georgetown
1101 N College St
Georgetown, Texas 78627
512.930.3540

David Schmitz, Assistant Director of Operations
Parks & Recreation Department
City of College Station
1000 Krenek Tap Road
College Station, Texas 77805
979.209.5529

Lisa Johnson, Project Manager
Parks & Recreation Department
City of Houston
900 Bagby, 2nd Floor
Houston, Texas 77002
832.393.8081

Debi Ver Ploeg
Asst. Director, Children of the Woodlands
Woodlands United Methodist Church
2200 Lake Woodlands Drive
The Woodlands, Texas 77380
281.297.5908

Gene Faulk, Facility Construction Team
Parks & Recreation Department
City of Austin
200 South Lamar
Austin, Texas 75704
512.974.9507

Patricia Westbrook, Assistant Director
Parks & Recreation Department
City of Amarillo
PO Box 1971
Amarillo, Texas 79105
806.378.4290

Kevin Mitchell, Director
Parks & Recreation Department
City of Grapevine
501 Shady Brook Drive
Grapevine, Texas 76051
817.410.3347

Glen Hackler
City Manager
City of Andrews
111 Logsdon
Andrews, Texas 79714
432.523.4820

Gilbert Smith, Superintendent of Parks
Harris County, Precinct 2
16003 Lorenzo
Channelview, Texas 77530
281.487.2914

Kathleen Ownby
Executive Director
SPARK School Park Program
900 Bagby 2nd Floor
Houston, TX 77002
832.393.0911

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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)*

Attach additional pages if necessary.

1. We will add the BuyBoard log to our printed ads in appropriate publications.

2. We will email our current list of clients announcing our BuyBoard contract.

3. Our sales Krew will educate and advise our clients of this amazing opportunity to purchase our products through the BuyBoard.

4. At the more then 30 trade shows we show at we will ensure that interested customers are aware that they can find our products on the BuyBoard.

5. The BuyBoard logo and link is displayed on our website www.KraftsmanPlay.com

Kraftsman Commercial Playgrounds & Water Parks

Company Name

Signature of Authorized Company Official

Kris Soderberg

Printed Name

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, including catalogs and pricelists, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publically release, including posting on the public BuyBoard website, a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Kraftsman Commercial Playgrounds & Water Parks

Company Name

Signature of Authorized Company Official

Kris Soderberg

Printed Name

1/19/2019

Date

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VENDOR BUSINESS NAME

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Kraftsman Commercial Playgrounds & Water Parks

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor _____
Corporation _____
Limited Liability Company _____
Partnership X____
Other _____ If other, identify _____
_____
_____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 26-0435158

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

_____

_____

_____

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

KRAFTSMAN LP

2 Business name/disregarded entity name, if different from above

KRAFTSMAN COMMERCIAL PLAYGROUNDS AND WATER PARKS

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

19535 HAUDE ROAD

Requester's name and address (optional)

6 City, state, and ZIP code

SPRING, TEXAS 77388

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

2 6 – 0 4 3 8 1 5 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ J. Hall Date ▶ 9/13/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Phil Wilson
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Kraftsman, L.P.
File Number: 800834491
Assumed Name:
KRAFTSMAN PLAYGROUNDS & PARK EQUIPMENT

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 11/28/2007

Effective: 11/28/2007

Phil Wilson
Secretary of State

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ FAX: 800-211-5454 ▪ buyboard.com

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

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1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

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2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of $150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

12. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification Item No.	Vendor Certification: **YES**, I agree or **NO**, I do NOT agree	Initial
1. Vendor Violation or Breach of Contract Terms	YES	KS
2. Termination for Cause or Convenience	YES	KS
3. Equal Employment Opportunity	YES	KS
4. Davis-Bacon Act	YES	KS
5. Contract Work Hours and Safety Standards Act	YES	KS
6. Right to Inventions Made Under a Contract or Agreement	YES	KS
7. Clean Air Act and Federal Water Pollution Control Act	YES	KS
8. Debarment and Suspension	YES	KS
9. Byrd Anti-Lobbying Amendment	YES	KS
10. Procurement of Recovered Materials	YES	KS
11. Profit as a Separate Element of Price	YES	KS
12. General Compliance and Cooperation with Cooperative Members	YES	KS

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Kraftsman Commercial Playgrounds & Water Parks
Company Name

Signature of Authorized Company Official

Kris Soderberg
Printed Name

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ FAX: 800-211-5454 ▪ buyboard.com

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

SEE ATTACHED

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

SEE ATTACHED

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

SEE ATTACHED

4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

SEE ATTACHED

5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

SEE ATTACHED

6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

SEE ATTACHED

7. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

SEE ATTACHED

8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

SEE ATTACHED

9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

SEE ATTACHED

10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

SEE ATTACHED

11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

SEE ATTACHED

12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

SEE ATTACHED

By signature below, I certify that the information contained in and/or attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Kraftsman Commercial Playgrounds and WaterPa

Company Name

Signature of Authorized Company Official

Kraftsman Commercial Playgrounds and Water Parks
19535 Haude Road
Spring, Texas 77388
281-353-9599
Kraftsmanplay.com

Proposal Invitation Questionaire

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

   See following reference lists

2. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

   See following reference lists

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

   See following reference lists

Kraftsman Commercial Playgrounds and Water Parks
19535 Haude Road
Spring, Texas 77388
281-353-9599
Kraftsmanplay.com

Kraftsman Commercial Playgrounds & Water Parks
Completed Projects

Project	Scope	Role	Cost	Constructed
Aransas Pass Community Park	Installation of playground equipment, shade and amenities	Design/Build	$353,346	Spring 2014
Dow Park SplashPark	Splashpark with KraftKoat deck coating, shade sails & custom features	Design/Build	$397,550	Fall 2014
Gene Howe Neighborhood Park	Installation of SplashPark and playground	Design/Build	$365,565	Spring 2018
Lincoln Park Splashgarden	Installation of SplashPark	Builder	$349,550	Spring 2018
Martin Luther King Jr Park SplashPark	Design and installation of SplashPark with shade and seating	Design/Build	$608,058	Summer 2017
NASA Gilruth Center playground	Installation of playground equipment, shade canopies & safety sufacing	Builder	$112,000	Spring 2016
Old City Park SplashPark	Design and installation of SplashPark	Design/Build	$105,163	Summer 2017
Partnership Park playground	Installation of playground equipment, shade canopies & site furnishings	Builder	$261,320	Fall 2014
Riverside Community Park BallPark	Installation of playground equipment, swings and safety surfacing	Builder	$1,444,089	Spring 2015
Shenandoah Toddler Park	Installation of playground equipment, shade and seating	Design/Build	$113,476	Summer 2016
Zube Park Fitness Equipment	Installation of fitness equipment and shade canopy	Builder	$75,000	Winter 2016
Zube Park SplashPark	Installation of SplashPark, shade canopies and site amenities	Builder	$499,500	Spring 2016
Shady Lane Park Renovation Houston, Texas	Renovation of existing park, splashpark installation	General Contractor	$763,819	Summer 2013
Westover Village Park splash pad Amarillo, Texas	Splashpark with shade canopies & amenities	Design/Build	$175,400	Spring 2013
Levine Family Park SplashPark Sealy, Texas	Splashpark installation	Design/Build	$110,147	Spring 2013
Clear Lake Park Splash Pad Clear Lake, Texas	Splashpark with shade canopies & amenities	Design/Build	$255,706	Summer 2013
Athens Kiwanis Park SplashPark Athens, Texas	SplashPark installation	Design/Build	$167,532	Summer 2013

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Kraftsman Commercial Playgrounds & Water Parks is a successful family owned and operated business with over 33 years of experience providing recreational solutions in Texas, Louisiana and Oklahoma. Our customers and their clients are Kraftsman's #1 concern when designing, constructing and/or supplying recreational facilities and products. We pride ourselves in providing professional service and attention during all phases of a project- planning assistance, turnkey construction, and service after completion of the project.

Kraftsman represents and installs several lines of high quality playground and park equipment. Our product line includes traditional and nontraditional play structures for all age groups; safety surfacing; park amenities such as tables, benches, and litter receptacles; fitness and sports equipment; park shelters and pavilions; shade canopies; sports equipment; skate ramps and rails; water slides and SplashParks. We are your complete park equipment and service solution.

HISTORY/AWARDS

- 1981 - Kraftsman Playground and Park Equipment started by Michelle & Mark Soderberg as a retail sales and manufacturer of residential wood playgrounds.
- 1983 – Commercial sales added.
- 1986 - Incorporated as Playkraft, Inc. dba Kraftsman Playground & Park Equipment, 100% ownership by Michelle Soderberg.
- 1996 - Discontinued manufacturing and focused on acting as a manufacturer's representative and providing installation service for commercial playgrounds and park equipment.
- 2002 - Introduced Water Parks (SplashParks). SplashParks are a popular and proven way to utilize public recreation facilities, either as an alternative to pools or as a companion to a pool area.
- 2007 - Business reorganized as Kraftsman LP (dba Kraftsman Commercial Playgrounds and WaterParks), as a partnership for continuation of and replacement for Playkraft, Inc.
    - Michelle Soderberg - 60% ownership
    - Mark Soderberg - 39% ownership
    - KPPE, LLC, general partner - 1% ownership
    - Playkraft Inc. is an active Texas corporation, but has no ongoing sales or distribution activities
- 2011 – Top Sales Award and Agency of the Year from Superior Recreational Products
- 2012 – Dealer of the Year Award from Superior Recreational Products
- 2013 – Kraftsman achieved sales of $10 million
- 2013 – Business Builder Award from Superior Recreational Products
- 2015 – President's Award from Superior Recreational Products
- 2016 – Highest Sales Award from Superior Recreational Products
- 2017 – Project of the Year Award (under $2 million) from American Public Works Association
- 2018 – Project of the Year Award (under $5 million) from American Public Works Association

Kraftsman LP, dba Kraftsman Commercial Playgrounds & Water Park Equipment does not manufacture any equipment but buys all products from leading manufacturers in the market place and offers professional installations. Kraftsman LP continues Playkraft Inc.'s history of professional installation, design, construction and creation of exciting play and park areas.

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QUALIFICATIONS & RECENT EXPERIENCE

Since 1981, we have worked with thousands of customers from all public and private market sectors –parks & recreation departments, builders and developers, architects, aquatic facility designers, apartments, schools, churches, subdivisions, and community associations. Our team or "krew" as we like to call them, have completed large and involved projects for playground equipment, park construction, and SplashParks.

- Sales and installations of over 350 successful SplashParks and aquatic centers in Texas and neighboring states.
- Construction and/or remodeling of architectural fountains.
- Construction and/or remodeling of commercial swimming pools.
- General contracting for complete park construction.
- Sales and installations of:
    - Multi lines of top quality traditional and nontraditional playground products and outdoor recreational park equipment.
    - Shade structures for pools, playgrounds, walkways, parking and other custom applications.
    - Park buildings including picnic shelters, pavilions, bridges, awnings and cabins.
    - Outdoor fitness equipment and Sports equipment including basketball goals, soccer goals, backstops, skate ramps and rails, and volleyball systems.
    - Site amenities including tables, benches, bike racks, grills, bleachers and litter receptacles.
    - Safety surfacing including shredded wood fiber, rubber surfacing, plastic curbing and ADA ramps.

OUR KREW

CEO:	*Michelle Soderberg*
General Manager:	*Mark Soderberg (AFO)*
Construction Manager:	*Korey Soderberg (AFO, CPSI)*
Technology Manager:	*Kris Soderberg (CPSI)*
Accounting Manager:	*Jim O'Neill CPA*

SUPPORT KREW

Five full time office support staff to assist sales, construction and installation.

SALES KREW

Eight full time sales people covering all of Texas, Louisiana and Oklahoma.

DESIGN KREW

Three full time CAD designers. In addition, our quality vendors offer design services.

INSTALLATION KREW

Competent, experienced krew knowledgeable in safe installation practices.

WAREHOUSING CAPABILITIES

Kraftsman owns and maintains a warehouse over 10,000 square feet in size. This facility enables the reception and storage of products to eliminate the need to handle these functions at the jobsite. Inventory necessary for most service and repairs is also maintained at this warehouse.

Kraftsman Commercial Playgrounds and Water Parks
19535 Haude Road
Spring, Texas 77388
281-353-9599
Kraftsmanplay.com

CERTIFICATIONS FROM
AFO (Aquatic Facility Operator)
CPSI (Certified Playground Safety Inspector)
NPSI (National Playground Safety Institute)
NPCA (National Playground Contractors Association)
Water Odyssey™ by the Fountain People (equipment manufacturer)
Kraftsman Commercial Playgrounds and Water Parks

AFFILIATIONS
Association of Water Board Directors - Texas (AWBD)
Community Association Institutes (CAI): Houston, Dallas, Austin, San Antonio
National Association for the Education of Young Children - Texas (NAEYC)
National Recreation and Park Society (NRPA)
National Playground Contractors Association (NPCA)
Texas Apartment Association (TAA)
Texas Association of School Boards (TASB)
Texas Association of School Business Officials (TASBO)
Texas Chapter American Society of Landscape Architects (ASLA)
Texas Elementary Principals & Supervisors Association (TEPSA)
Texas Housing Association (THA)
Texas Municipal League (TML)
Texas Public Pool Council (TPPC)
Texas Recreation and Park Society (TRAPS)
Texas Rural Water Association (TRWA)
Texas Society of Architects (AIA)

BONDS
Completion and Payment Bonds are available, and issuable on a per contract basis, dependent on the time frame of the award of contracts and the notice to proceed.

BUSINESS AREAS
Approximately 50% of Kraftsman's completed work is in SplashParks and Aquatic Centers, and 50% is in park and recreation playground equipment, shelters and shade structures.

TECHNOLOGY
All offices and Krew are linked together by a single computer network including mobile computers and mobile phones allowing us to provide a unified, streamlined organization to meet all of our clients' needs before, during and after project completion.

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Kraftsman Commercial Playgrounds & Water Parks
Management Plan / Organization

Design / Build Team:

Mark Soderberg, General Manager (AFO) – 38 years experience

Korey Soderberg, Construction Manager (AFO, CPSI) – 22 years experience

Mark Reynolds, Project Manager – 29 years experience

Charles Jackson, Playground Designer – 13 years experience

Holly Miller, Playground Designer – 19 years experience

Project Installation / Supervision Team:

Korey Soderberg, Construction Manager (AFO, CPSI) – 22 years experience

Mark Reynolds, Project Manager (CPSI) – 26 years experience

Dan Johnson, Construction Coordinator – 17 years experience

Tonia Bennett, Project Coordinator – 8 years experience

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BuyBoard Governmental References and Price/Discount Info

Entity Name	Contact	Phone Number	Discount	Volume	FOB Team
City of Dallas	David Mills	214.670.1805	Per Product Type	$6,000,000	Net 30
City of Laredo	John Stiller	956.795.2350	Per Product Type	$680,000	Net 30
Waxahachie ISD	Jacob Perry	214.632.7482	Per Product Type	$580,000	Net 30
Harris County	M. Scott Barmasse	281.635.0016	Per Product Type	$450,000	Net 30
City of Arlington	Martin Sanchez	817.575.8309	Per Product Type	$320,000	Net 30
City of Austin	Mark “Mac”	512.974.9335	Per Product Type	$200,000	Net 30

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4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract?

   Kraftsman is prepared to and experienced in assisting architects and engineers with specialized projects in Playgrounds, SplashParks, and other recreational facilities. Kraftsman provides cut sheets, installation details, layouts, and related documents to those firms for their use in producing a set of Construction plans.

5. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

   Kraftsman's in-house construction Krews are fully capable of turnkey construction of Parks, Playgrounds, SplashParks, Pavilions, and most other components commonly found in recreation facilities.

6. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

   Bonding Capacity: 5 Million
   Insurance Coverage: 2 Million General Liability with 3 Million Umbrella Excess Liability

   Kraftsman nor any of its affiliates, present or past owners, shareholders or stockholders, or officers have been a party to a bankruptcy, receivership, or insolvency proceedings with 10 years.

7. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

   No, we do not.

8. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regards to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

   No contracts have been terminated or defaulted on.

9. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regards to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this Contract or the work contemplated under this Contract. Provide the style of

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the lawsuit or proceeding (name of parties and court or tribunal in which filed), if applicable, nature of the claim, and resolution or current status.

No litigation or lawsuits in the past 10 years.

10. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

    See following page – Quality Assurance Plan

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Quality Assurance Plan

Kraftsman will implement quality control throughout the design and construction processes through these measures:

Project Personnel:
The quality of the project will be the responsibility of the Construction Manager, Project Superintendent, and Project Coordinator.

Quality Communications:
The quality of the project will be discussed by daily reporting by the Project Superintendent to the Construction Manager and Project Coordinator. Daily photos may also be used.

Subcontractors and Suppliers:
Kraftsman does plan to use Subcontractors on this project. Kraftsman will use suppliers that have worked with us previously and that provide quality work.

Inspections and Tests:
Periodically through the construction process the phases of the work will be tested.

Project Completion Inspections:
Kraftsman will do a walk-thru review with customer's representatives for completion of project, operations training, and confirmation of conformance to quality standards expected for the performance of the project.

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11. If the work will require Proposer to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

    Agent – Brady Chapman and Holland – Denise Descant. Surety - Suretec

12. Describe in detail all documented safety issues, if any, that have involved Proposer in the last three (3) years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

    Only 1 minor on the job injury has occurred in the past 3 years. No Documented Safety issues in the past 3 years. Safety for the public, park patrons, and Kraftsman's Staff is of the utmost importance!
    See following page for Work Comp Insurance Modifier info.

12007 Research Boulevard ▪ Austin, Texas 78759-2439 · PH: 800-695-2919 ▪ FAX: 800-211-5454 ▪ buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

- [X] Completed: **Proposer's Agreement and Signature**
- [X] Completed: **Vendor Contact Information**
- [X] Completed: **Felony Conviction Disclosure and Debarment Certification**
- [X] Completed: **Resident/Nonresident Certification**
- [X] Completed: **No Israel Boycott Certification**
- [X] Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- [X] Completed: **Historically Underutilized Business (HUB) Certification**)
- [X] Completed: **Construction Related Goods and Services Affirmation**
- [X] Completed: **Deviation/Compliance**
- [X] Completed: **Location/Authorized Seller Listings**
- [X] Completed: **Manufacturer Dealer Designation**
- [X] Completed: **Texas Regional Service Designation**
- [X] Completed: **State Service Designation**
- [X] Completed: **National Purchasing Cooperative Vendor Award Agreement**
- [X] Completed: **Federal and State/Purchasing Cooperative Experience**
- [X] Completed: **Governmental References**
- [X] Completed: **Marketing Strategy**
- [X] Completed: **Confidential/Proprietary Information**
- [X] Completed: **Vendor Business Name with IRS Form W-9**
- [X] Completed: **EDGAR Vendor Certification**
- [X] Completed: **Proposal Invitation Questionnaire**
- [X] Completed: **Required Forms Checklist**
- [X] Completed: **Proposal Specification Form with Catalogs/Pricelists and Manufacturer Authorization Letters**

  **Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

NOTE 1: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form must submit the information as follows or proposal may not be considered:

☐Manufacturers shall be listed in alphabetical order

☐Vendor's must list one specific percentage discount for each Manufacturer listed.

If a vendor's response to Proposal Specification Form states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form or Vendor's proposal may not be considered.

NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Section I: Park Equipment, Products, and Supplies

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Park and Playground Equipment	Please state the discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	See Attached Spreadsheet _____%	See Attached Spreadsheet	NONE
2	Discount (%) Off Catalog/Pricelist for Park and Playground Sports Equipment	Please state the discount (%) off catalog/pricelist for **Park and Playground Sports Equipment.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	See Attached Spreadsheet _____%	See Attached Spreadsheet	NONE
3	Discount (%) Off Catalog/Pricelist for Park and Playground Amenities	Please state the discount (%) off catalog/pricelist for **Park and Playground Amenities** (tables, benches, litter receptacles and similar related equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**	See Attached Spreadsheet _____%	See Attached Spreadsheet	NONE
4	Discount (%) Off Catalog/Pricelist for Park and Playground Drinking Fountains	Please state the discount (%) off catalog/pricelist for **Park and Playground Drinking Fountains, Attachments, and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	See Attached Spreadsheet _____%	See Attached Spreadsheet	NONE
5	Discount (%) Off Catalog/Pricelist for Park and Playground Safety Surfacing	Please state the discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	See Attached Spreadsheet _____%	See Attached Spreadsheet	NONE

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
6	Discount (%) Off Catalog/Pricelist for Park and Playground Bikes	Please state the discount (%) off catalog/pricelist for **Park and Playground Bikes.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NO BID _____%	NO BID	NO BID
7	Discount (%) Off Catalog/Pricelist for Park and Playground Animal Washing Stations	Please state the discount (%) off catalog/pricelist for **Park and Playground Animal Washing Stations.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NO BID _____%	NO BID	NO BID
8	Discount (%) Off Catalog/Pricelist for Shade Canopies and Structures	Please state the discount (%) off catalog/pricelist for **Shade Canopies and Structures, Attachments, and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	See Attached Spreadsheet _____%	See Attached Spreadsheet	NONE
9	Discount (%) Off Catalog/Pricelist for Portable Restrooms, Portable Park Buildings and Shelters	Please state the discount (%) off catalog/pricelist for **Portable Restrooms, Pre-fabricated Portable Park Buildings and Shelters** (picnic shelters, cabins, pavilions and similar related portable buildings). **Catalog/Pricelist MUST be included or proposal will not be considered.**	See Attached Spreadsheet _____%	See Attached Spreadsheet	NONE
10	Discount (%) Off Catalog/Pricelist for Aquatic Playground and Pool Equipment	Please state the discount (%) off catalog/pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	See Attached Spreadsheet _____%	See Attached Spreadsheet	NONE
11	Discount (%) Off Catalog/Pricelist for Skate Parks	Please state the discount (%) off catalog/pricelist for **Skate Park Products, Attachments, and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	See Attached Spreadsheet _____%	See Attached Spreadsheet	NONE
12	Discount (%) Off Catalog/Pricelist for Water Parks	Please state the discount (%) off catalog/pricelist for **Water Park Products, Attachments, and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	See Attached Spreadsheet _____%	See Attached Spreadsheet	NONE

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
13	Discount (%) Off Catalog/Pricelist for Lake, River and Waterway Equipment	Please state the discount (%) off catalog/pricelist for **Lake, River and Waterway Equipment** (dock floats, decking, waterway barriers, buoys, markers, and similar related equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**	NO BID _____%	NO BID	NO BID
14	Discount (%) Off Catalog/Pricelist for Outdoor Bleacher and Seating Systems	Please state the discount (%) off catalog/pricelist for **Outdoor Bleacher and Seating Systems, Attachments, and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	See Attached Spreadsheet _____%	See Attached Spreadsheet	NONE
15	Discount (%) Off Catalog/Pricelist for Outdoor Scoreboards	Please state the discount (%) off catalog/pricelist for **Outdoor Scoreboards, Attachments, and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NO BID _____%	NO BID	NO BID
16	Discount (%) Off Catalog/Pricelist for Signage and Marquees	Please state the discount (%) off catalog/pricelist for **Signage and Marquees, Attachments, and Accessories.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	See Attached Spreadsheet _____%	See Attached Spreadsheet	See Attached Spreadsheet
17	Discount (%) Off Catalog/Pricelist for Fireworks Display Services	Please state the discount (%) off catalog/pricelist for **Fireworks Display Services** (services shall include the products, labor, licenses and resources necessary to coordinate and perform such displays for Cooperative members). **Catalog/Pricelist MUST be included or proposal will not be considered.**	NO BID _____%	NO BID	NO BID
18	Discount (%) Off Catalog/Pricelist for All Other Parks and Recreation Equipment/Products	Please state the discount (%) off catalog/pricelist for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	See Attached Spreadsheet _____%	See Attached Spreadsheet	NONE

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Section II: Field Lighting Products - Vendors shall provide a catalog/pricelist that includes the manufacturer design number, light system fixtures, equipment and pricing associated with all types of field lighting products for various pole setbacks, base paths and foot candle ranges. Prices for lighting system equipment shall be based on various wind speeds (i.e. 90 MPH, 110 MPH, 130 MPH) and shall include delivery and meet the most recent IBC building code requirements.

An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions to Discount
19	Discount (%) Off Catalog/Pricelist for Football Field Lighting Products	Please state the discount (%) off catalog/pricelist for **Football Field Lighting Products, Equipment and related items.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NO BID _____%	NO BID	NO BID
20	Discount (%) Off Catalog/Pricelist for Baseball Field Lighting Products	Please state the discount (%) off catalog/pricelist for **Baseball Field Lighting Products, Equipment and related items.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NO BID _____%	NO BID	NO BID
21	Discount (%) Off Catalog/Pricelist for Softball Field Lighting Products	Please state the discount (%) off catalog/pricelist for **Softball Field Lighting Products, Equipment and related items.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NO BID _____%	NO BID	NO BID
22	Discount (%) Off Catalog/Pricelist for Soccer Field Lighting Products	Please state the discount (%) off catalog/pricelist for **Soccer Field Lighting Products, Equipment and related items.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NO BID _____%	NO BID	NO BID
23	Discount (%) Off Catalog/Pricelist for Tennis Court Lighting Products	Please state the discount (%) off catalog/pricelist for **Tennis Court Lighting Products, Equipment and related items.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NO BID _____%	NO BID	NO BID
24	Discount (%) Off Catalog/Pricelist for All Other Field Lighting Products	Please state the discount (%) off catalog/pricelist for **All Other Lighting Products, Equipment and related items.** **Catalog/Pricelist MUST be included or proposal will not be considered.**	NO BID _____%	NO BID	NO BID

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Section III: Repair/Replacement Parts					
Item No.	**Short Description**	**Full Description**	**State Percent (%) of Discount off Catalog/Pricelist[1]**	**State Name of Catalog/Pricelist[1]**	**Exceptions to Discount**
25	Discount (%) Off Catalog/Pricelist for Repair/Replacement Parts on Parks and Recreation Products	Please state the discount (%) off catalog/pricelist for **Repair/Replacement Parts on Parks and Recreation Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**	See Attached Spreadsheet _____%	See Attached Spreadsheet	See Attached Spreadsheet

Section IV: Installation and Repair Service for Park and Playground Equipment and Products - Vendors charging for installation and repair on a hourly basis must provide the not to exceed hourly labor rate in Item 26. Vendors charging for installation as a percentage of the total cost of equipment/products must complete Item 27 and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Item No.	**Short Description**	**Full Description**	**Not to Exceed Hourly Labor Rate**	**Detailed Information on Hourly Labor Rate**	**Exceptions to Hourly Labor Rate**
26	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products	**Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 250 _____/Hour		

Item No.	**Short Description**	**Full Description**	**State Percent (%) of Discount off Installation Rate**	**Detailed Information on Installation Rate**	**Exceptions to Discount**
27	Discount (%) Off the Installation Rate for Park and Playground Equipment and Products	Please state the discount (%) off from the **Installation Rate ONLY of Park and Playground Equipment and Products** (for labor as a percent (%) of the total cost of equipment/products to be installed).	35 _____%	This is our standard installation rate. 35% of equipment and materials	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Section V: Installation and Repair Service for Other Parks and Recreation Equipment and Products

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
28	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Shade Canopies	**Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 250 /Hour		
29	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Park Buildings and Shelters	**Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Park Buildings and Shelters -** State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 500 /Hour		
30	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products	**Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 450 /Hour		
31	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products	**Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 250 /Hour		
32	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products	**Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 450 /Hour		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
33	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment	**Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment** (dock floats, decking, waterway barriers, buoys and markers, similar related equipment.) - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ NO BID /Hour	NO BID	NO BID
34	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems	**Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 250 /Hour		
35	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Outdoor Scoreboards	**Hourly Labor Rate for Installation/Repair Service of Outdoor Scoreboards** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ NO BID /Hour	NO BID	NO BID
36	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Signage Products, Marquees, Similar Related Equipment	**Hourly Labor Rate for Installation/Repair Service of Signage Products, Marquees, Similar Related Equipment** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 250 /Hour	NO BID	NO BID
37	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation	**Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation -** State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 250 /Hour		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Proposal Invitation No. 592-19-Parks and Recreation Equipment and Field Lighting Products

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
38	Not to Exceed Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products	**Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ 250 /Hour		

Section VI: Installation and Repair Service for Field Lighting Products - Vendors proposing to provide Installation and Repair Service for Field Lighting Products may propose either a not-to-exceed hourly labor rate or a coefficient from the RSMeans Unit Price Book, or both. A coefficient proposed should be the price multiplier that vendor proposes to be applied to the unit price book(s) identified in the Proposal specifications. Coefficients shall be "net" (e.g. 1.0) or a percentage "decrease from" (e.g. 0.95) or "increase from" (e.g. 1.21) the unit prices listed in the unit price book. Coefficient factors are to be carried no further than two (2) decimal places.

Item No.	Short Description	Full Description	Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
39	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Field Lighting Products	**Hourly Labor Rate for Installation/Repair Service of Field Lighting Products** - State the **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.	$ NO BID /Hour	NO BID	NO BID

Item No.	Short Description	Full Description	Proposer's Coefficient (RSMeans)	DEFINE SERVICES Clearly define the services that are proposed to be provided and attach detailed information. (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)
40	Coefficient for Standard Hours (RSMeans)	**Coefficient for Standard Hours as listed in RSMeans Cost Data Book** -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	NO BID	NO BID
41	Coefficient for Non-Standard Hours (RSMeans)	**Coefficient for Non-Standard Hours as listed in RSMeans Cost Data Book** -- RSMeans Cost Data from the Total INCL O&P column (most current edition).	NO BID	NO BID

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

BuyBoard Contract #512-16
Form S - Sorted by Vendor Name

Section	Item No.	Category	Discount Percent (%) off	Name of Catalog Pricelist	Exceptions to Discoun
I	10	Aquatic Playground and Pool Equipment, Attachments, and Accessories	5%	AquaKraft	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	5%	AquaKraft	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	3%	Atheltic Connection	NONE
I	2	Park and Playground Sports Equipment	3%	Atheltic Connection	NONE
I	3	Park and Playground Amenities	3%	Atheltic Connection	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	3%	Atheltic Connection	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	3%	Atheltic Connection	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	3%	Atheltic Connection	NONE
I	5	Park and Playground Safety Surfacing Products	5%	Bailey's	NONE
I	5	Park and Playground Safety Surfacing Products	5%	Childforms	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	5%	Childforms	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	5%	Childforms	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	5%	Dynamo	NONE
I	2	Park and Playground Sports Equipment	5%	Dynamo	NONE
I	3	Park and Playground Amenities	5%	Dynamo	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	5%	Dynamo	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	5%	Dynamo	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	5%	Everlast	NONE
I	2	Park and Playground Sports Equipment	5%	Everlast	NONE
I	3	Park and Playground Amenities	5%	Everlast	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	5%	Everlast	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	5%	Everlast	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	5%	Gared	NONE
I	2	Park and Playground Sports Equipment	5%	Gared	NONE
I	3	Park and Playground Amenities	5%	Gared	NONE
I	4	Playground Drinking Fountains, Attachments, and Accessories	5%	Gared	NONE
I	14	Outdoor Bleacher and Seating Systems, Attachments, and Accessories	5%	Gared	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	5%	Gared	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	5%	Gared	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	2%	Greenfields	NONE
I	2	Park and Playground Sports Equipment	2%	Greenfields	NONE
I	3	Park and Playground Amenities	2%	Greenfields	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	2%	Greenfields	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	2%	Greenfields	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	3%	Jensen Swing Products	NONE
I	3	Park and Playground Amenities	3%	Jensen Swing Products	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	3%	Jensen Swing Products	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	11%	KayPark	NONE
I	2	Park and Playground Sports Equipment	11%	KayPark	NONE
I	3	Park and Playground Amenities	11%	KayPark	NONE
I	4	Playground Drinking Fountains, Attachments, and Accessories	11%	KayPark	NONE
I	5	Park and Playground Safety Surfacing Products	11%	KayPark	NONE
I	10	Aquatic Playground and Pool Equipment, Attachments, and Accessories	11%	KayPark	NONE
I	11	Skate Park Products, Attachment, and Accessories	11%	KayPark	NONE
I	12	Water Park Products, Attachments, and Accessories	11%	KayPark	NONE
I	14	Outdoor Bleacher and Seating Systems, Attachments, and Accessories	11%	KayPark	NONE
I	16	Signage and Marquees, Attachments, and Accessories	11%	KayPark	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	11%	KayPark	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	11%	KayPark	NONE
I	10	Aquatic Playground and Pool Equipment, Attachments, and Accessories	5%	KerSplash	NONE
I	12	Water Park Products, Attachments, and Accessories	5%	KerSplash	NONE
I	5	Park and Playground Safety Surfacing Products	5%	Pierceton Rubber - Dynacushion	NONE

BuyBoard Contract #512-16
Form S - Sorted by Vendor Name

Section	Item No.	Category	Discount Percent (%) off	Name of Catalog Pricelist	Exceptions to Discoun
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	5%	Pierceton Rubber - Dynacushion	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	5%	Spectrum	NONE
I	2	Park and Playground Sports Equipment	5%	Spectrum	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	5%	Spectrum	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	5%	Spectrum	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	11%	SportsKraft	NONE
I	2	Park and Playground Sports Equipment	11%	SportsKraft	NONE
I	3	Park and Playground Amenities	11%	SportsKraft	NONE
I	4	Playground Drinking Fountains, Attachments, and Accessories	11%	SportsKraft	NONE
I	5	Park and Playground Safety Surfacing Products	11%	SportsKraft	NONE
I	8	Shade Canopies and Structures, Attachments, and Accessories	11%	SportsKraft	NONE
I	9	Portable Restrooms, Pre-fabricated Portable Park Buildings and Shelters	11%	SportsKraft	NONE
I	10	Aquatic Playground and Pool Equipment, Attachments, and Accessories	11%	SportsKraft	NONE
I	11	Skate Park Products, Attachment, and Accessories	11%	SportsKraft	NONE
I	12	Water Park Products, Attachments, and Accessories	11%	SportsKraft	NONE
I	14	Outdoor Bleacher and Seating Systems, Attachments, and Accessories	11%	SportsKraft	NONE
I	16	Signage and Marquees, Attachments, and Accessories	11%	SportsKraft	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	11%	SportsKraft	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	11%	SportsKraft	NONE
I	4	Playground Drinking Fountains, Attachments, and Accessories	10%	Stern Williams	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	10%	Stern Williams	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	10%	Superior Playground Equipment	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	10%	Superior Playground Equipment	NONE
I	2	Park and Playground Sports Equipment	10%	Superior Playground Equipment	NONE
I	3	Park and Playground Amenities	10%	Superior Playground Equipment	NONE
I	5	Park and Playground Safety Surfacing Products	10%	Superior Playground Equipment	NONE
I	8	Shade Canopies and Structures, Attachments, and Accessories	10%	Superior Playground Equipment	NONE
I	9	Portable Restrooms, Pre-fabricated Portable Park Buildings and Shelters	10%	Superior Playground Equipment	NONE
I	10	Aquatic Playground and Pool Equipment, Attachments, and Accessories	10%	Superior Playground Equipment	NONE
I	11	Skate Park Products, Attachment, and Accessories	10%	Superior Playground Equipment	NONE
I	12	Water Park Products, Attachments, and Accessories	10%	Superior Playground Equipment	NONE
I	14	Outdoor Bleacher and Seating Systems, Attachments, and Accessories	10%	Superior Playground Equipment	NONE
I	16	Signage and Marquees, Attachments, and Accessories	10%	Superior Playground Equipment	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	10%	Superior Playground Equipment	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	10%	Superior Playground Equipment	NONE
I	8	Shade Canopies and Structures, Attachments, and Accessories	10%	Superior Shade	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	10%	Superior Shade	NONE
I	9	Portable Restrooms, Pre-fabricated Portable Park Buildings and Shelters	10%	Superior Shelter	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	10%	Superior Shelter	NONE
I	3	Park and Playground Amenities	10%	Superior Site Amenities	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	10%	Superior Site Amenities	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	5%	Themed Concepts	NONE
I	2	Park and Playground Sports Equipment	5%	Themed Concepts	NONE
I	3	Park and Playground Amenities	5%	Themed Concepts	NONE
I	10	Aquatic Playground and Pool Equipment, Attachments, and Accessories	5%	Themed Concepts	NONE
I	12	Water Park Products, Attachments, and Accessories	5%	Themed Concepts	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	5%	Themed Concepts	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	5%	Themed Concepts	NONE
I	5	Park and Playground Safety Surfacing Products	10%	Tot Turf - Robertson	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	10%	Tot Turf - Robertson	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	10%	UltraPlay	NONE
I	2	Park and Playground Sports Equipment	10%	UltraPlay	NONE

BuyBoard Contract #512-16
Form S - Sorted by Vendor Name

Section	Item No.	Category	Discount Percent (%) off	Name of Catalog Pricelist	Exceptions to Discoun
I	3	Park and Playground Amenities	10%	UltraPlay	NONE
I	4	Playground Drinking Fountains, Attachments, and Accessories	10%	UltraPlay	NONE
I	5	Park and Playground Safety Surfacing Products	10%	UltraPlay	NONE
I	14	Outdoor Bleacher and Seating Systems, Attachments, and Accessories	10%	UltraPlay	NONE
I	16	Signage and Marquees, Attachments, and Accessories	10%	UltraPlay	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	10%	UltraPlay	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	10%	UltraPlay	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	10%	UltraShade	NONE
I	2	Park and Playground Sports Equipment	10%	UltraShade	NONE
I	3	Park and Playground Amenities	10%	UltraShade	NONE
I	8	Shade Canopies and Structures, Attachments, and Accessories	10%	UltraShade	NONE
I	10	Aquatic Playground and Pool Equipment, Attachments, and Accessories	10%	UltraShade	NONE
I	11	Skate Park Products, Attachment, and Accessories	10%	UltraShade	NONE
I	12	Water Park Products, Attachments, and Accessories	10%	UltraShade	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	10%	UltraShade	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	10%	UltraShade	NONE
I	8	Shade Canopies and Structures, Attachments, and Accessories	10%	UltraShelter	NONE
I	9	Portable Restrooms, Pre-fabricated Portable Park Buildings and Shelters	10%	UltraShelter	NONE
I	10	Aquatic Playground and Pool Equipment, Attachments, and Accessories	10%	UltraShelter	NONE
I	11	Skate Park Products, Attachment, and Accessories	10%	UltraShelter	NONE
I	12	Water Park Products, Attachments, and Accessories	10%	UltraShelter	NONE
I	14	Outdoor Bleacher and Seating Systems, Attachments, and Accessories	10%	UltraShelter	NONE
I	16	Signage and Marquees, Attachments, and Accessories	10%	UltraShelter	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	10%	UltraShelter	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	10%	UltraShelter	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	10%	UltraSite	NONE
I	2	Park and Playground Sports Equipment	10%	UltraSite	NONE
I	3	Park and Playground Amenities	10%	UltraSite	NONE
I	11	Skate Park Products, Attachment, and Accessories	10%	UltraSite	NONE
I	14	Outdoor Bleacher and Seating Systems, Attachments, and Accessories	10%	UltraSite	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	10%	UltraSite	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	10%	UltraSite	NONE
I	4	Playground Drinking Fountains, Attachments, and Accessories	10%	Water Odyssey	NONE
I	10	Aquatic Playground and Pool Equipment, Attachments, and Accessories	10%	Water Odyssey	NONE
I	12	Water Park Products, Attachments, and Accessories	10%	Water Odyssey	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	10%	Water Odyssey	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	10%	Water Odyssey	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	2%	Yalp	NONE
I	2	Park and Playground Sports Equipment	2%	Yalp	NONE
I	3	Park and Playground Amenities	2%	Yalp	NONE
I	5	Park and Playground Safety Surfacing Products	2%	Yalp	NONE
I	11	Skate Park Products, Attachment, and Accessories	2%	Yalp	NONE
I	14	Outdoor Bleacher and Seating Systems, Attachments, and Accessories	2%	Yalp	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	2%	Yalp	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	2%	Yalp	NONE
I	1	Park and Playground Equipment, Attachments, and Accessories	5%	Kraftsman	NONE
I	2	Park and Playground Sports Equipment	5%	Kraftsman	NONE
I	3	Park and Playground Amenities	5%	Kraftsman	NONE
I	4	Playground Drinking Fountains, Attachments, and Accessories	5%	Kraftsman	NONE
I	5	Park and Playground Safety Surfacing Products	5%	Kraftsman	NONE
I	8	Shade Canopies and Structures, Attachments, and Accessories	5%	Kraftsman	NONE
I	9	Portable Restrooms, Pre-fabricated Portable Park Buildings and Shelters	5%	Kraftsman	NONE

BuyBoard Contract #512-16
Form S - Sorted by Vendor Name

Section	Item No.	Category	Discount Percent (%) off	Name of Catalog Pricelist	Exceptions to Discoun
I	10	Aquatic Playground and Pool Equipment, Attachments, and Accessories	5%	Kraftsman	NONE
I	11	Skate Park Products, Attachment, and Accessories	5%	Kraftsman	NONE
I	12	Water Park Products, Attachments, and Accessories	5%	Kraftsman	NONE
I	14	Outdoor Bleacher and Seating Systems, Attachments, and Accessories	5%	Kraftsman	NONE
I	16	Signage and Marquees, Attachments, and Accessories	5%	Kraftsman	NONE
I	18	All Other Parks and Recreation Equipment/ Products, Attachments, and Accessories	5%	Kraftsman	NONE
I	25	Repair/ Replacement Parts on Parks and Recreation Products	5%	Kraftsman	NONE

January 11, 2019

To whom it may concern,

Kraftsman is a bona fide dealer, distributor, reseller and installer in good standings, for the UltraSite, UltraShade, UltraShelter, UltraPlay, BarkPark, Big Toys & ActionFit brands offered for the upcoming contract for Site Furnishings, Shade, Shelter and Play Systems, Kraftsman is authorized to submit a bid on such equipment. Kraftsman is an experienced distributor with the experience in equipment selection, design, installation and general questions regarding our products.

UltraSite, UltraShade, UltraShelter and UltraPlay has built our reputation in the site furnishings, shade and shelter industry by manufacturing quality products for the market and then standing behind our product once it is placed in the field for the public to use. We value our reputation in the industry and entrust Kraftsman to represent us in the state of Texas.

Sincerely,

Scott Curtis
Director of Sales
UltraSite, UltraShade & UltraShelter
Cell 812.480.9640
SCurtis@playcore.com

EXHIBIT B

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q74548-2
Date: 09/08/2022
Project: 27971
Created By: Jeff Goodman

BILL TO

Anna, City of
Dalan Walker
Anna Splashpark Renovation
PO BOX 776
Anna, TX 75409

SHIP TO

Anna, City of
Dalan Walker
Anna Splashpark Renovation
W Rosamond Pkwy
Anna, TX 75409

Terms:
Percentage Completed Draws

QTY	Code	Description	Size	Weight	Color
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #592-19			
1	SPLASHPARK	Splash Park Renovation			

Total: $2,500,000.00

Initials _____

Kraftsman
COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

Special Terms and Conditions

Buy Board:
Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Sales Tax Exempt:
Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Insurance Terms:
Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Credit Card terms:
If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

Monthly Progress Billings
All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Shipping Charges
Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

Bonding Included:
Performance and Payment bonds are included in this quote and will be provided after a signed quote or contract is returned to Kraftsman. Maintenance Bonds are not included.

Building Permits:
· Building permits are included or provided.
· Engineer stamped plans are included.
· Submittals and reviews for State of Texas ADA compliance and inspections are included.

Delivery and Unloading:
If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Site Work:
· Site preparation, grading, and fill materials are included. Site to be within approximately 8" below finish grade..
· Proper/Positive drainage of the area is included by Kraftsman.
· Preparation and submittal of SWPPP (Storm Water Pollution Prevention Plan) is included.

Initials _____

Locating for Underground Utilities:

· Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked prior to installation. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
· Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
· Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Installation:

Installation quoted includes: Installation of SplashPark feature foundations, setting features, water supply piping to features from manifold (manifold is to be located within 50' of SplashDeck), connections between activators and controller, drain lines to edge of pad, per standard Kraftsman construction techniques.

Start Up & System Training:

Service includes one day of technical support personnel on site to assist with balancing of features, system start up, and 4 hours of staff operations training.

Project Completion:

Allow 4 to 8 weeks for preparation of plans, drawings, and submittals after acceptance of proposal. Shipping date of equipment from factory will be approximately 6 to 10 weeks after approval of submittal documentation, provided that the following has been completed and approved by the customer:·
Project product submittals reviewed, approved and returned.
· Completed Color selection sheet (signed and dated)
· Physical project address
· All contact names and phone numbers
· Exemption certificate
· Deposit per contract
Allow adequate time for processing and procuring construction permits if required.
Allow approximately 10 to 16 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

Utilities:

Kraftsman is to plan, permit, and provide installation of the currently utilities provided. Kraftsman is responsible for modifications to existing utilities required for the functionality of the splash pad.

Filtration Spec: High Rate Sand Filtration

Pumping, Filtration, and Water Treatment System, self-priming pump with integral large capacity clear top strainer; high rate sand filters with manual backwash valve, connected to Play Feature manifolds, pressure relief "dump" valve connected to holding tank. Chemtrol CH250 Chemical Controller with auto safety shutdown, Liquid Muriatic Acid pH treatment system and Liquid chlorine treatment system. Dynamic Sequencing Controller connected to feature valves, and motor starter.

Kraftsman
COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives.

Pier Sizes Quoted:

Pier sizes and prices quoted are subject to final engineering review and may change upon soils reports and engineering being completed. Any additional charges will be presented for approval prior to starting construction.

Care, Maintenance, and Warranties of Canopies:

Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.

Acts of Nature:

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.

Initials _____

Kraftsman
COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

Lead Times:

Lead Times are after approval of all Initial submittals/colors, and being once the order is placed with the manufacturer.

Superior Site Amenities - lead time for items to ship is 16-18 weeks for Ultra Leisure items and standard items, 18-20 weeks for steel Uptown products and 28+ weeks for Recycled products.

Shade Canopies without engineer sealed drawings - lead time for the shade canopy to ship is 6-7 weeks.

Shade Canopies with engineer sealed drawings - the lead time for the shade canopy to ship is 8-10 week.

Shade Sails - the lead time for the shade columns to ship is 8-10 weeks, and 6-8 weeks to manufacture sail fabrics once posts are installed and measurements sent to the factory.

Shelters - the lead time for engineering/drafting is 3-5 weeks, lead time for fabrication is 15-20 weeks.

Water Odyssey - the lead time for the embed portion to ship is 4 to 6 weeks and 8 to 12 weeks for the rest of features. Custom features are 18-20 weeks

Enclosures - Lead times for Custom Aluminum Enclosures is 26-28 weeks.

Initials _____

Kraftsman
COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q74548-2
Date: 09/08/2022
Project: 27971
Created By: Jeff Goodman

General Terms and Conditions

Bill To:
Anna, City of

Ship To:
Anna, City of

Terms:
Percentage Completed Draws

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Collin County.
5. Kraftsman warranties the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of $2 million in General Liability & Completed operations, $1 million in Automobile Liability, $1 million per occurrence/$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges.
10. Owner will mark utilities based on documentation available. Kraftsman shall repair utilities associated with the splash pad as need at Contractor's expense.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.

12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted _____ *Date* September 8, 2022

Jeff Goodman

Acceptance of Proposal:
The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____ *PO#:* _____

Printed Name & Title _____ *Date of Acceptance* _____

Authorized Signature _____

Printed Name & Title _____

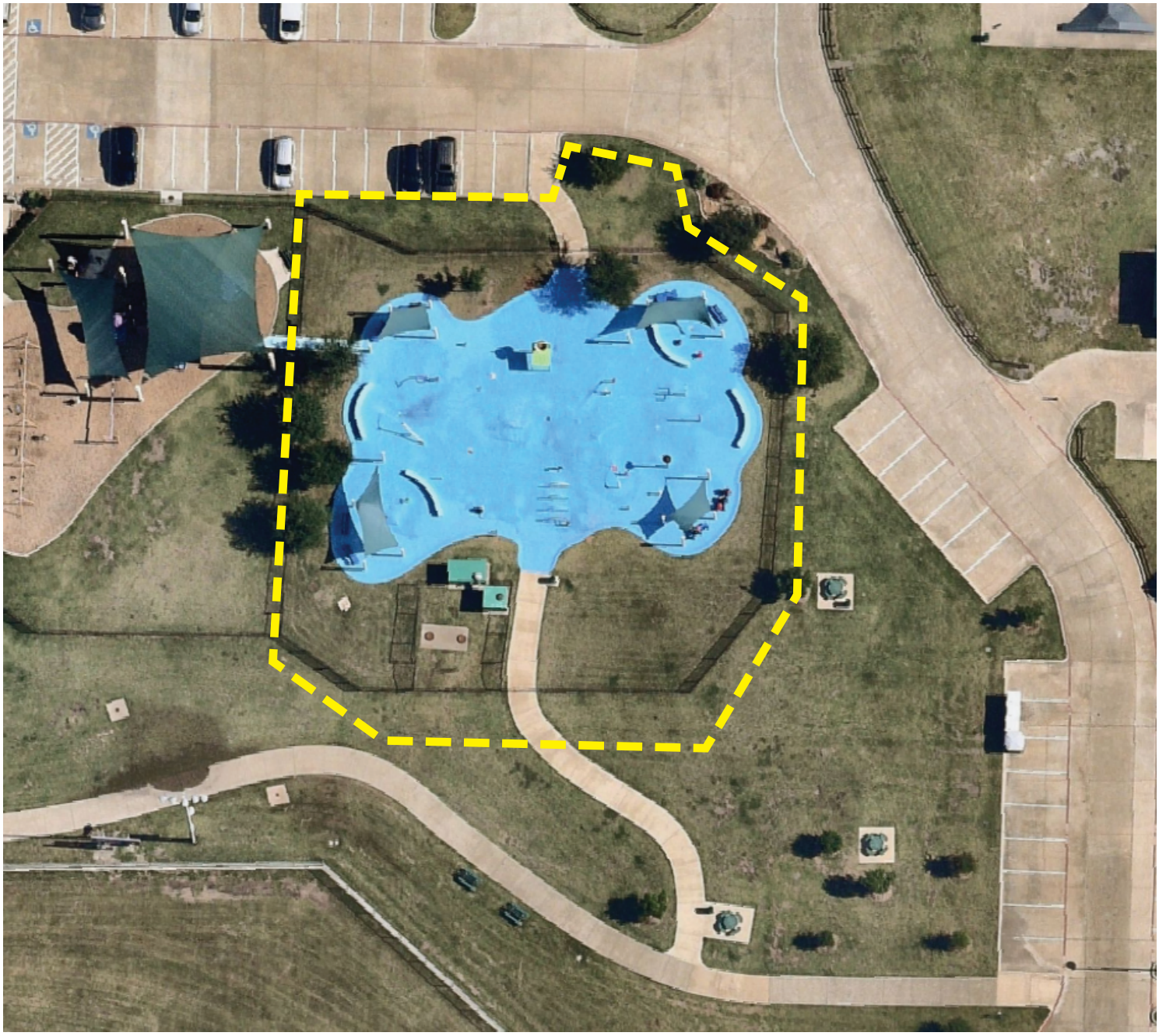
WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

EXHIBIT C

Slayter Creek Park Splash Pad Renovation

GENERAL LIMITS OF WORK



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss/Consider/Approve a Resolution authorizing the City Manager to execute a professional services agreement with Kimley-Horn and Associates for the design of temporary treatment systems at the Hurricane Creek Wastewater Treatment Plant which will be utilized as permanent rehabilitation and upgrades at the John R. Geren Wastewater Treatment Plant (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City is moving forward with the design of the Hurricane Creek Regional Wastewater Treatment Plant. Based on the growth of the community, the City is planning for the likely event that it will make sense to have a temporary small treatment plant in place while the 4 Million Gallon treatment facility in Phase 1 is under construction. The City is seeking to design any temporary treatment facilities such that they can be moved over to permanent treatment facilities at the John R. Geren Wastewater Treatment Plant.

The existing John R., Geren Wastewater Treatment Plant (formerly Slayter Creek WWTP), is an older treatment facility which is in need of significant rehabilitation. The temporary treatment facilities used at the Hurricane Creek Plant would be of a size to be able to completely replace a significant portion of the existing facilities at the John R. Geren WWTP. In this way, the City would not lose money through implementing temporary treatment - as the facilities would replace aging equipment which is already identified for replacement over the next 5 years.

Staff believes this effort will address two needs with one project - providing the quick sewer treatment needed west of US 75, and replacing equipment at the John R. Geren WWTP which will require replacement in the very near future. As such, staff recommends approval of the design and planning scope as presented.

FINANCIAL IMPACT:

The total cost is anticipated to be $185,000. The funding source will be Wastewater Impact Fees.

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. Resolution - Kimley Horn Task Order
2. Task Order - City of Anna Temporary Treatment Facility and John Geren-Slayter Creek Master Plan

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 9/8/2022
Jim Proce, City Manager	Final Approval - 9/8/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A TASK ORDER WITH KIMLEY-HORN AND ASSOCIATES, INCORPORATED FOR ENGINEERING SERVICES RELATED TO TEMPORARY WASTEWATER TREATMENT FACILITIES AT THE HURRICANE CREEK REGIONAL WASTEWATER TREATMENT PLANT AND THE PLANNED REHABILITATION OF THE JOHN R. GEREN WASTEWATER TREATMENT PLANT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTY FIVE THOUSAND DOLLARS ($185,000); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the rehabilitation of the John R. Geren Wastewater Treatment Plant and the construction of the Hurricane Creek Regional Wastewater Treatment Plant are both identified as a Community Investment Program construction projects in the City of Anna, Texas; and,

WHEREAS, temporary treatment may be required during Phase 1 construction of the Hurricane Creek Regional Wastewater Treatment Plant in order to meet community needs; and,

WHEREAS, the City is planning to re-purpose any temporary treatment facilities at the Hurricane Creek Regional Wastewater Treatment Plant to become permanent facilities at the Slayter Creek Wastewater Treatment Plant once Phase 1 is complete; and,

WHEREAS, the City is seeking to contract with Kimley-Horn and Associates, Inc., for the design od temporary treatment facilities and the planning for repurpose these facilities permanently at the John R. Geren Wastewater Treatment Plant; and,

WHEREAS, due to an abnormally low volume of bid responses, the City Council determined that it is in the best interest of the City to reject all bids and re-bid the project in its entirety; and,

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

Section 1. **Recitals Incorporated**

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

Section 2. **Authorization of Payment and Funding.**

That the City Council of the City of Anna hereby authorizes the City Manager to execute the Task Order included as Exhibit “A,” and hereby authorizes $185,000 in funds from Wastewater Impact Fees to fund the services.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ___ day of September 2022.

ATTEST:

_____

City Secretary, Carrie Land

APPROVED:

_____

Mayor, Nate Pike

Exhibit A

INDIVIDUAL PROJECT ORDER NUMBER 064512913

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Anna, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated July 27th, 2021, which is incorporated herein by reference.

Identification of Project:

Project Name: Temporary Treatment Facility and Slayter Creek Wastewater Treatment Facility Master Plan

Project Understanding

Kimley-Horn is currently designing the City's 4 MGD Hurricane Creek Regional Water Reclamation Facility. The City would like to design a 0.475 MGD temporary treatment facility that can be deployed prior to the completion of the 4 MGD Hurricane Creek Regional Water Reclamation Facility. The temporary treatment facility will allow the City to treat wastewater in the interim and reduce the current pump and haul efforts to provide sewer service to this part of the City. The City also desires to evaluate integrating the temporary treatment facility into the City's existing Slayter Creek Wastewater Treatment Plant. Kimley-Horn will design the temporary treatment facility around a packaged membrane bioreactor solution that can be moved to Slayter Creek after the 4 MGD facility is operational. Kimley-Horn will evaluate the existing Slayter Creek facility and determine methods for expanding the facility to the build out of 4.5 MGD identified in the Wastewater Master Plan and integrating the temporary treatment facility.

Specific scope of basic Services:

The Consultant will evaluate the existing Slayter Creek Wastewater Treatment Facility (WWTF) and provide recommendations for expansion of the existing wastewater treatment facility by performing the following items:

Task 1 – Temporary Wastewater Treatment Facility Design

1. The Consultant will perform civil, mechanical, structural, and electrical design services for the following:
    i. Package Membrane Treatment Unit
2. The Consultant will prepare 60% plan sheets and specifications for a 0.5 MGD packaged membrane bioreactor treatment unit. The plans will include:
    i. Civil Sheets
        1. General notes
        2. Overall site plan
        3. Yard piping
        4. Temporary paving plan
    ii. Mechanical sheets
        1. MBR Treatment unit equipment layout
    iii. Structural sheets
        1. Foundation plans
    iv. Electrical sheets
        1. Site electrical plan
        2. One-line diagrams
        3. Conduit and wiring plan
        4. Lighting plan

5. SCADA/instrumentation layout

3. Final Engineering Report
   i. The Consultant shall prepare a Final Engineering Report. The Consultant shall perform the following tasks:
      1. Finalize the size of each treatment unit. Calculations, analyses, graphs, formulas, constants, and technical assumptions will be provided to support the design and sizing of each unit.
      2. Develop a process flow diagram for the water reclamation facility.
      3. Develop hydraulic model to determine the elevations of the treatment units and determine the sizing of interconnected piping.
      4. Develop a biological model to determine the operating parameters of the biological treatment units.
      5. Prepare a solids balance with the biological model
      6. Prepare the Preliminary Engineering Report Document including:
         a. Types of units proposed and their capacities
         b. Detention times, surface loadings and weir loadings for each unit
         c. Plot of the hydraulic gradient at peak flow conditions
         d. The recommended operation mode
         e. Organic and volumetric loadings pertinent to each treatment unit
         f. Preliminary site plan
         g. Site access and security
         h. Flood protection
         i. Emergency power

4. 90% Plans and Specifications
   Once the 60% design has been approved by the Client, the Consultant will prepare 90% engineering plan sheets and specifications in accordance with the final engineering report. Plans will consist of 22"x34" plan sheets. Plans for the influent lift station and the influent/effluent yard piping will be integrated from the 4 MGD treatment plant design into the temporary plant design. The plans will include:
   i. Civil Sheets
      1. General notes
      2. Overall site plan
      3. Yard piping
      4. Influent/Effluent piping (integrated from 4 MGD project)
      5. Temporary paving plan
      6. Grading plan
      7. Details
   ii. Mechanical sheets
      1. Lift station equipment layouts (modified from 4 MGD project)
      2. Lift station sections (modified from 4 MGD project)
      3. MBR Treatment unit equipment layout
   iii. Structural sheets
      1. Foundation plans
   iv. Electrical sheets
      1. Site electrical plan
      2. One-line diagrams
      3. Conduit and wiring plan
      4. Lighting plan
      5. SCADA/instrumentation layout

5. Meetings:
   i. Prepare for and conduct one 60% review meeting
   ii. Prepare for and conduct one (1) Final Engineering Report review meeting

iii. Prepare for and conduct one 60% review meeting

6. Deliverables:
   i. Five (5) copies of the 60% plans and specifications and .pdf electronic copy
   ii. Five (5) copies of the Final Engineering Report and .pdf electronic copy
   iii. Five (5) copies of the 90% plans and specifications and .pdf electronic copy

7. Services/Deliverables provided by the Client:
   i. Participate in review meetings
   ii. Review and provide comments on the submittals

Task 2 – Bidding

The Consultant will perform the following professional services for this project phase:

1. Print a maximum of 3 full size (22"x34") and 3 half size (11" x 17") sets of plans and specifications for the Client. Additional sets of bidding documents shall be printed, only upon the Client's authorization, as Additional Services.
2. Provide plans and specifications in .PDF format to CivCast website for online bidding.
3. Prepare the Notice to Bidders. The Client will be responsible for submitting the Notice to newspapers for advertisement. Advertising will be billed directly to the Client by the newspaper.
4. Issue addenda as required.
5. Answer contractor questions.
6. Prepare for and conduct a Pre-bid conference.
7. Attend bid opening, prepare a tabulation of bids, and prepare a letter summarizing the bids to the Client for award of contract.
8. Prepare six (6) sets of the contract documents for execution by the contractor, receive and review such documents for completeness, and forward to the Client for review and execution.

Task 3 – Construction Phase Services

The Consultant will provide professional construction phase services to the Client during construction of this project. The estimated construction period of the project is twenty-four (24) months for the basis of establishing the Consultant's Fee. The construction phase services are as follows:

1. Pre-Construction Conference
   i. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Visits to Site and Construction Observation – The Consultant will provide on-site construction observation services during the construction phase. The Consultant will make visits at intervals as directed by the Client in order to observe the progress of the Work. Such visits and observations by the Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on the Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, the Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and the Consultant will keep the Client informed of the general progress of the Work.
3. The purpose of the Consultant's site visits will be to enable the Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to the Consultant, and to provide the Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. The Consultant shall not, during

such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

4. Recommendations with Respect to Defective Work
    i. Provide recommendations to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, the Consultant believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the Client reserves the right to disapprove or reject Contractor's work without a recommendation from the Consultant.
5. Clarifications and Interpretations
    i. Issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by Client.
6. Change Orders
    i. Recommend change orders to Client, as appropriate.
    ii. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
7. Shop Drawings and Samples
    i. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
8. Substitutes and "or-equal"
    i. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
    ii. Provide recommendations to the Client
9. Inspections and Tests
    i. Review certificates of inspections and tests within Consultant's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Consultant will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.
10. Disagreements between Client and Contractor

i. As necessary, the Consultant will, with reasonable promptness, render initial written decision on all claims of the Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor's work. In rendering such decisions, the Consultant will be fair and not show partiality to the Client or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the Consultant shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the Consultant with no decision having been rendered.

11. Final Walkthrough and Punchlist Preparation
    i. Attend final walkthrough with Contractor and the Client to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
        1. Limitation of Responsibilities: The Consultant will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work. The Consultant will not have the authority or responsibility to stop the work of any Contractor.
    ii. Compile punch list from information gathered during final walkthrough with the Client and Contractor.
12. Record Drawings – Prepare project "Record Drawings" based on information provided by the Contractor and/or Client as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the Client. Consultant will provide the following deliverables:
    i. One (1) set of reproducible (22" x 34") Record Drawings.
    ii. Two (2) full size Record Drawings
    iii. Three (3) half size Record Drawings
    iv. One (1) set of .pdf file Record Drawings
13. Compile operation and maintenance information into one consolidated electronic O&M manual in accordance with the Texas Administrative Code Requirements. The manual will include:
    i. Administrative and record keeping information
        1. Contact information
        2. Existing discharge permit
        3. Final Engineering Report
        4. Construction Drawings and Specifications
        5. Construction Approvals
        6. Daily Monitoring Report examples
        7. Daily activity reports
    ii. Facility process information
        1. Expected flow patterns and sizes of treatment units
        2. Start-up procedures for equipment
        3. Waste and return solids rates
        4. Routine maintenance descriptions

14. Start-up Assistance: The Consultant will attend manufacturer's start-up and training for major equipment components and will assist the Client with questions during an initial six-week start-up of the facility. The Consultant will be available for an additional eight weeks beyond the initial start-up completion to conduct site visits and answer additional

questions with regards to making adjustments to operating protocols or process control changes.

15. Deliverables
    Shop Drawing Reviews – as described above
    Contractor's Estimates – as described above
    Record Drawings – as described above

Task 4 – Evaluate Existing Facilities Site

1. Conduct a site visit to evaluate the condition of the existing facilities
2. Identify existing process deficiencies and recommend improvements
3. Obtain plant physical data from client including:
    i. As built/design drawing sand specifications
    ii. Pump performance data
    iii. Blower performance data
    iv. Electrical usage
    v. Chemical usage
    vi. Operations and maintenance manuals
4. Obtain plant operating data from Client. This includes the following:
    vii. Influent biochemical oxygen demand (BOD), chemical oxygen demand (COD), and filtered COD
    viii. Influent total suspended solids (TSS) and volatile suspended solids (VSS)
    ix. Influent Ammonia and Total Kjeldahl Nitrogen
    x. Operating mixed liquor suspended solids and dissolved oxygen in the aeration basins
    xi. Last 5 years monthly discharge monitoring reports (DMR's)
    xii. Last 5 years of biosolids test results
5. Evaluate the operating data and project future loadings for expansion of the wastewater treatment facility
    xiii. Review influent and operating data and evaluate load trending to develop influent water quality for future expansions.

Task 5 – Evaluate and document current and proposed regulatory requirements

1. Review the current effluent discharge permit, currently proposed regulations, and how they may affect future operations.
2. Plan for and attend one virtual meeting with the TCEQ to discuss stream loading criteria for expanding the existing WWTF.
3. Summarize current and anticipated future permit conditions based on discussions with TCEQ.
4. Provide guidance on necessary process improvements needed to meet requirements.

Task 6 – Evaluate Expansion Alternatives and Temporary Plant Integration

1. Identify up to two (2) treatment strategies to maximize the capacity of the existing WWTF using process intensification in the existing basins and integrate the package MBR units into the plant to serve flows up to build out flows identified in the Wastewater Master Plan.
    i. Develop up to two (2) process flow diagrams for the expansion alternatives
    ii. Develop up to two (2) site plans for the expansion alternatives
    iii. Identify additional site improvements required for each scenario
    iv. Develop opinion of probable construction cost for each scenario

Task 7 – Prepare Wastewater Treatment Facility Master Plan

1. The Consultant will prepare a report summarizing the findings of the tasks described above. The document will include the following:
    i. A summary of recommended improvements at the WWTF
    ii. Updated process flow diagrams for the WWTF
    iii. A summary of recommended pilot and bench testing, if applicable
    iv. An implementation plan that summarizes how the recommended improvements could be integrated into the existing facilities with minimal interruption to plant operation
    v. A conceptual-level opinion of the probable cost of the recommended improvements.

Meetings:

- This task includes two (2) review meetings with City staff.

Deliverables:

- Five (5) hard copies of the 11"x17" exhibits and a .pdf electronic copy
- Five (5) hard copies of the OPCCs and a .pdf electronic copy
- Five (5) hard copies of the Master Plan and a .pdf electronic copy

Services/Deliverables provided by the Client:

- Attend and participate in review meetings
- Provide requested data

Additional Services

Additional services to be performed if authorized by the Client, but which are not included in the above-described Scope of Services, are as follows:

- Design of recommended improvements at Slayter Creek Facility
- Stress testing associated with the capacity assessment
- Structural evaluation of any facilities
- Environmental assessment of the property
- Survey services
- Evaluation of biosolids reuse and disposal
- Evaluation of effluent reuse options
- TCEQ permitting
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
- Accompanying the Client when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The CONSULTANT will assist the Client on an as-needed basis in preparing compliance

schedules, progress reports, and providing general technical support for the Client's compliance efforts.

- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
- Performance of materials or specialty testing services.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- .
- Performance of miscellaneous and supplemental services related to the project as requested by the Client.
- Any additional changes to the Contract Documents necessary to break the project into phases SWPPP inspections / coordination
- Any services not listed in the Scope of Services

Terms of compensation:

Temporary Treatment Facility and Slayter Creek Treatment Wastewater Treatment Facility Master Plan

Task 1 – Temporary Treatment Facility Design	$	80,000	(Lump Sum)
Task 2 – Bidding	$	10,000	(Lump Sum)
Task 3 – Construction Phase Services	$	30,000	(Reimbursable)
Task 4 – Evaluate Existing Facilities Site	$	20,000	(Lump Sum)
Task 5 – Evaluate current and future regulations	$	10,000	(Lump Sum)
Task 6 – Evaluate Expansion Alternatives and Temporary Plant Integration	$	25,000	(Lump Sum)
Task 7 – Prepare Wastewater Treatment Facility Master Plan	$	10,000	(Lump Sum)
Subtotal	**$**	**185,000**	**(Estimated)**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Hourly tasks will be performed on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due within 25 days of your receipt of the invoice. Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-

Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

ACCEPTED:

CITY OF ANNA	**KIMLEY-HORN AND ASSOCIATES, INC.**
BY:_____	BY: Jeff James, P.E.
TITLE:_____	TITLE: Senior Vice President
DATE:_____	DATE: 6/27/2022

rev 1/2021

INDIVIDUAL PROJECT ORDER NUMBER 064512913

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Anna, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated July 27th, 2021, which is incorporated herein by reference.

Identification of Project:

Project Name: Temporary Treatment Facility and Slayter Creek Wastewater Treatment Facility Master Plan

Project Understanding

Kimley-Horn is currently designing the City's 4 MGD Hurricane Creek Regional Water Reclamation Facility. The City would like to design a 0.475 MGD temporary treatment facility that can be deployed prior to the completion of the 4 MGD Hurricane Creek Regional Water Reclamation Facility. The temporary treatment facility will allow the City to treat wastewater in the interim and reduce the current pump and haul efforts to provide sewer service to this part of the City. The City also desires to evaluate integrating the temporary treatment facility into the City's existing Slayter Creek Wastewater Treatment Plant. Kimley-Horn will design the temporary treatment facility around a packaged membrane bioreactor solution that can be moved to Slayter Creek after the 4 MGD facility is operational. Kimley-Horn will evaluate the existing Slayter Creek facility and determine methods for expanding the facility to the build out of 4.5 MGD identified in the Wastewater Master Plan and integrating the temporary treatment facility.

Specific scope of basic Services:

The Consultant will evaluate the existing Slayter Creek Wastewater Treatment Facility (WWTF) and provide recommendations for expansion of the existing wastewater treatment facility by performing the following items:

Task 1 – Temporary Wastewater Treatment Facility Design

1. The Consultant will perform civil, mechanical, structural, and electrical design services for the following:
    i. Package Membrane Treatment Unit
2. The Consultant will prepare 60% plan sheets and specifications for a 0.5 MGD packaged membrane bioreactor treatment unit. The plans will include:
    i. Civil Sheets
        1. General notes
        2. Overall site plan
        3. Yard piping
        4. Temporary paving plan
    ii. Mechanical sheets
        1. MBR Treatment unit equipment layout
    iii. Structural sheets
        1. Foundation plans
    iv. Electrical sheets
        1. Site electrical plan
        2. One-line diagrams
        3. Conduit and wiring plan
        4. Lighting plan

5. SCADA/instrumentation layout

3. Final Engineering Report
   i. The Consultant shall prepare a Final Engineering Report. The Consultant shall perform the following tasks:
      1. Finalize the size of each treatment unit. Calculations, analyses, graphs, formulas, constants, and technical assumptions will be provided to support the design and sizing of each unit.
      2. Develop a process flow diagram for the water reclamation facility.
      3. Develop hydraulic model to determine the elevations of the treatment units and determine the sizing of interconnected piping.
      4. Develop a biological model to determine the operating parameters of the biological treatment units.
      5. Prepare a solids balance with the biological model
      6. Prepare the Preliminary Engineering Report Document including:
         a. Types of units proposed and their capacities
         b. Detention times, surface loadings and weir loadings for each unit
         c. Plot of the hydraulic gradient at peak flow conditions
         d. The recommended operation mode
         e. Organic and volumetric loadings pertinent to each treatment unit
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      3. Conduit and wiring plan
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      5. SCADA/instrumentation layout

5. Meetings:
   i. Prepare for and conduct one 60% review meeting
   ii. Prepare for and conduct one (1) Final Engineering Report review meeting

iii. Prepare for and conduct one 60% review meeting

6. Deliverables:
    i. Five (5) copies of the 60% plans and specifications and .pdf electronic copy
    ii. Five (5) copies of the Final Engineering Report and .pdf electronic copy
    iii. Five (5) copies of the 90% plans and specifications and .pdf electronic copy

7. Services/Deliverables provided by the Client:
    i. Participate in review meetings
    ii. Review and provide comments on the submittals

Task 2 – Bidding

The Consultant will perform the following professional services for this project phase:

1. Print a maximum of 3 full size (22"x34") and 3 half size (11" x 17") sets of plans and specifications for the Client. Additional sets of bidding documents shall be printed, only upon the Client's authorization, as Additional Services.
2. Provide plans and specifications in .PDF format to CivCast website for online bidding.
3. Prepare the Notice to Bidders. The Client will be responsible for submitting the Notice to newspapers for advertisement. Advertising will be billed directly to the Client by the newspaper.
4. Issue addenda as required.
5. Answer contractor questions.
6. Prepare for and conduct a Pre-bid conference.
7. Attend bid opening, prepare a tabulation of bids, and prepare a letter summarizing the bids to the Client for award of contract.
8. Prepare six (6) sets of the contract documents for execution by the contractor, receive and review such documents for completeness, and forward to the Client for review and execution.

Task 3 – Construction Phase Services

The Consultant will provide professional construction phase services to the Client during construction of this project. The estimated construction period of the project is twenty-four (24) months for the basis of establishing the Consultant's Fee. The construction phase services are as follows:

1. Pre-Construction Conference
    i. Prepare for and attend a pre-construction conference prior to commencement of Work at the Site
2. Visits to Site and Construction Observation – The Consultant will provide on-site construction observation services during the construction phase. The Consultant will make visits at intervals as directed by the Client in order to observe the progress of the Work. Such visits and observations by the Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on the Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, the Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and the Consultant will keep the Client informed of the general progress of the Work.
3. The purpose of the Consultant's site visits will be to enable the Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to the Consultant, and to provide the Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. The Consultant shall not, during

such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, the Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

4. Recommendations with Respect to Defective Work
    i. Provide recommendations to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of site visit evaluations, the Consultant believes such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Notwithstanding the foregoing, the Client reserves the right to disapprove or reject Contractor's work without a recommendation from the Consultant.
5. Clarifications and Interpretations
    i. Issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field orders authorizing variations from the requirements of the Contract Documents will be made by Client.
6. Change Orders
    i. Recommend change orders to Client, as appropriate.
    ii. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
7. Shop Drawings and Samples
    i. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
8. Substitutes and "or-equal"
    i. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
    ii. Provide recommendations to the Client
9. Inspections and Tests
    i. Review certificates of inspections and tests within Consultant's area of responsibility for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The Consultant will be entitled to rely on the results of such tests and facts being certified. The scope of services assumes the pumps and motors will go through a non-witnessed factory test. Attending testing will be considered additional services.
10. Disagreements between Client and Contractor

i. As necessary, the Consultant will, with reasonable promptness, render initial written decision on all claims of the Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of the Contractor's work. In rendering such decisions, the Consultant will be fair and not show partiality to the Client or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity. The initial decision of the Consultant shall be required as a condition precedent to mediation or litigation of any claim arising prior to the date final payment is due to the Contractor, unless thirty (30) days have passed after a claim has been referred to the Consultant with no decision having been rendered.

11. Final Walkthrough and Punchlist Preparation
    i. Attend final walkthrough with Contractor and the Client to determine if the completed work of Contractor is generally in accordance with the Contract Documents.
        1. Limitation of Responsibilities: The Consultant will not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual entity performing or furnishing the work. The Consultant will not have the authority or responsibility to stop the work of any Contractor.
    ii. Compile punch list from information gathered during final walkthrough with the Client and Contractor.
12. Record Drawings – Prepare project "Record Drawings" based on information provided by the Contractor and/or Client as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the Client. Consultant will provide the following deliverables:
    i. One (1) set of reproducible (22" x 34") Record Drawings.
    ii. Two (2) full size Record Drawings
    iii. Three (3) half size Record Drawings
    iv. One (1) set of .pdf file Record Drawings
13. Compile operation and maintenance information into one consolidated electronic O&M manual in accordance with the Texas Administrative Code Requirements. The manual will include:
    i. Administrative and record keeping information
        1. Contact information
        2. Existing discharge permit
        3. Final Engineering Report
        4. Construction Drawings and Specifications
        5. Construction Approvals
        6. Daily Monitoring Report examples
        7. Daily activity reports
    ii. Facility process information
        1. Expected flow patterns and sizes of treatment units
        2. Start-up procedures for equipment
        3. Waste and return solids rates
        4. Routine maintenance descriptions

14. Start-up Assistance: The Consultant will attend manufacturer's start-up and training for major equipment components and will assist the Client with questions during an initial six-week start-up of the facility. The Consultant will be available for an additional eight weeks beyond the initial start-up completion to conduct site visits and answer additional

questions with regards to making adjustments to operating protocols or process control changes.

15. Deliverables
    Shop Drawing Reviews – as described above
    Contractor's Estimates – as described above
    Record Drawings – as described above

Task 4 – Evaluate Existing Facilities Site

1. Conduct a site visit to evaluate the condition of the existing facilities
2. Identify existing process deficiencies and recommend improvements
3. Obtain plant physical data from client including:
    i. As built/design drawing sand specifications
    ii. Pump performance data
    iii. Blower performance data
    iv. Electrical usage
    v. Chemical usage
    vi. Operations and maintenance manuals
4. Obtain plant operating data from Client. This includes the following:
    vii. Influent biochemical oxygen demand (BOD), chemical oxygen demand (COD), and filtered COD
    viii. Influent total suspended solids (TSS) and volatile suspended solids (VSS)
    ix. Influent Ammonia and Total Kjeldahl Nitrogen
    x. Operating mixed liquor suspended solids and dissolved oxygen in the aeration basins
    xi. Last 5 years monthly discharge monitoring reports (DMR's)
    xii. Last 5 years of biosolids test results
5. Evaluate the operating data and project future loadings for expansion of the wastewater treatment facility
    xiii. Review influent and operating data and evaluate load trending to develop influent water quality for future expansions.

Task 5 – Evaluate and document current and proposed regulatory requirements

1. Review the current effluent discharge permit, currently proposed regulations, and how they may affect future operations.
2. Plan for and attend one virtual meeting with the TCEQ to discuss stream loading criteria for expanding the existing WWTF.
3. Summarize current and anticipated future permit conditions based on discussions with TCEQ.
4. Provide guidance on necessary process improvements needed to meet requirements.

Task 6 – Evaluate Expansion Alternatives and Temporary Plant Integration

1. Identify up to two (2) treatment strategies to maximize the capacity of the existing WWTF using process intensification in the existing basins and integrate the package MBR units into the plant to serve flows up to build out flows identified in the Wastewater Master Plan.
    i. Develop up to two (2) process flow diagrams for the expansion alternatives
    ii. Develop up to two (2) site plans for the expansion alternatives
    iii. Identify additional site improvements required for each scenario
    iv. Develop opinion of probable construction cost for each scenario

Task 7 – Prepare Wastewater Treatment Facility Master Plan

1. The Consultant will prepare a report summarizing the findings of the tasks described above. The document will include the following:
    i. A summary of recommended improvements at the WWTF
    ii. Updated process flow diagrams for the WWTF
    iii. A summary of recommended pilot and bench testing, if applicable
    iv. An implementation plan that summarizes how the recommended improvements could be integrated into the existing facilities with minimal interruption to plant operation
    v. A conceptual-level opinion of the probable cost of the recommended improvements.

Meetings:

- This task includes two (2) review meetings with City staff.

Deliverables:

- Five (5) hard copies of the 11”x17” exhibits and a .pdf electronic copy
- Five (5) hard copies of the OPCCs and a .pdf electronic copy
- Five (5) hard copies of the Master Plan and a .pdf electronic copy

Services/Deliverables provided by the Client:

- Attend and participate in review meetings
- Provide requested data

Additional Services

Additional services to be performed if authorized by the Client, but which are not included in the above-described Scope of Services, are as follows:

- Design of recommended improvements at Slayter Creek Facility
- Stress testing associated with the capacity assessment
- Structural evaluation of any facilities
- Environmental assessment of the property
- Survey services
- Evaluation of biosolids reuse and disposal
- Evaluation of effluent reuse options
- TCEQ permitting
- Preparation for and attendance at public meetings
- Furnish additional copies of review documents and/or bid documents in excess of the number of the same identified above.
- Services related to disputes over bid protests, bid rejection, and re-bidding of the contract for construction.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
- Accompanying the Client when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The CONSULTANT will assist the Client on an as-needed basis in preparing compliance

schedules, progress reports, and providing general technical support for the Client's compliance efforts.

- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
- Performance of materials or specialty testing services.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement, and inspection after final completion.
- .
- Performance of miscellaneous and supplemental services related to the project as requested by the Client.
- Any additional changes to the Contract Documents necessary to break the project into phases SWPPP inspections / coordination
- Any services not listed in the Scope of Services

Terms of compensation:

Temporary Treatment Facility and Slayter Creek Treatment Wastewater Treatment Facility Master Plan

Task 1 – Temporary Treatment Facility Design	$	80,000	(Lump Sum)
Task 2 – Bidding	$	10,000	(Lump Sum)
Task 3 – Construction Phase Services	$	30,000	(Reimbursable)
Task 4 – Evaluate Existing Facilities Site	$	20,000	(Lump Sum)
Task 5 – Evaluate current and future regulations	$	10,000	(Lump Sum)
Task 6 – Evaluate Expansion Alternatives and Temporary Plant Integration	$	25,000	(Lump Sum)
Task 7 – Prepare Wastewater Treatment Facility Master Plan	$	10,000	(Lump Sum)
Subtotal	**$**	**185,000**	**(Estimated)**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Hourly tasks will be performed on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Payment will be due within 25 days of your receipt of the invoice. Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-

Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

ACCEPTED:

CITY OF ANNA	**KIMLEY-HORN AND ASSOCIATES, INC**.
BY:_____	BY: Jeff James, P.E.
TITLE:_____	TITLE: Senior Vice President
DATE:_____	DATE: 6/27/2022

Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact:

AGENDA ITEM:
Consider all matters incidental and related to the Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (Collin/Grayson Water Transmission Project), including the adoption of an ordinance approving the execution of a Contract of Indemnification in connection therewith. (Director of Public Works Greg Peters, P.E.)

SUMMARY:
Consider all matters incident and related to the Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (Collin/Grayson Water Transmission Project), including the adoption of an ordinance approving the execution of a Contract of Indemnification in connection therewith. (Director of Public Works Greg Peters, P.E.)

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

ATTACHMENTS:
1. GTUA COLLIN GRAYSON TWDB 2022 - City of Anna Ordinance approving Contract of Indemnification

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 8/18/2022
Jim Proce, City Manager	Final Approval - 8/18/2022

ORDINANCE NO. _____

AN ORDINANCE approving and authorizing the execution and delivery of a "Contract of Indemnification" with the Greater Texoma Utility Authority in connection with the issuance of contract revenue bonds on behalf of the City; and resolving other matters incident and related to the execution and delivery of such contract.

WHEREAS, the Texas Water Development Board (the "TWDB") has agreed to purchase the "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (Collin/Grayson Water Transmission Project)" (the "Bonds") for the purpose of financing water system projects on behalf of the City (the "TWDB commitment"); and

WHEREAS, the TWDB is issuing its Water Financial Assistance Bonds (TWDB Bonds) solely for the purpose of funding the TWDB commitment; and,

WHEREAS, as a condition to the TWDB commitment, the Greater Texoma Utility Authority (the “Authority”) is required to execute a Financing Agreement prepared by the TWDB; and

WHEREAS, the Financing Agreement, specifically Section 4, sets forth provisions relating to penalties and costs should the Authority fail to deliver the Bonds by the closing deadline to be provided by the TWDB; and

WHEREAS, the Board of Directors of the Authority has found and determined that such penalties, costs, termination payments or any other amounts referenced in the Financing Agreement, specifically Section 4, should be the responsibility of the City and not the Authority since the Authority is issuing the Bonds on behalf of the City; and

WHEREAS, the Council hereby finds and determines that the Contract of Indemnification with the Authority substantially in the form and content attached hereto as Exhibit A should be approved and authorized to be executed as hereinafter provided; now, therefore

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

SECTION 1. The Contract of Indemnification by and between the Authority and the City substantially in the form and content attached hereto as **Exhibit A** and incorporated herein for all purposes. The Mayor and City Secretary of the City are hereby authorized and directed to execute such Contract for and on behalf of the City and as the act and deed of this City Council.

SECTION 2. This Ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED, this August 23, 2022.

CITY OF ANNA, TEXAS

_____

Mayor

ATTEST:

_____

City Secretary

(City Seal)

EXHIBIT A

CONTRACT OF INDEMNIFICATION

CONTRACT OF INDEMNIFICATION

THIS CONTRACT ("Contract") is made and entered into as of _____, 2022, between the GREATER TEXOMA UTILITY AUTHORITY (hereinafter referred to as the "Authority"), a conservation and reclamation authority, a governmental agency, a political subdivision of the State of Texas, and a body politic corporate, duly created, existing and acting by virtue of Constitution and the laws of the State of Texas, including Texas Special District Local Laws Code, Chapter 8283 (the "Act"), and the CITY OF ANNA, TEXAS, a municipal corporation (hereinafter referred to as the "City"), duly created and existing under the laws of the State of Texas:

RECITALS

WHEREAS, the Texas Water Development Board (the "TWDB") has agreed to purchase the "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (Collin/Grayson Water Transmission Project)" (the "GTUA Bonds") for the purpose of financing water system projects on behalf of the City (the "TWDB commitment"); and

WHEREAS, the TWDB is issuing its Water Financial Assistance Bonds (TWDB Bonds) solely for the purpose of funding the TWDB commitment; and,

WHEREAS, as a condition to the TWDB commitment, the Authority is required to execute a Financing Agreement prepared by the TWDB (a form of such Financing Agreement being attached hereto as Exhibit A); and

WHEREAS, the Financing Agreement, specifically Section 4, sets forth provisions relating to penalties and costs should the Authority fail to deliver the GTUA Bonds by _____, 2022; and

WHEREAS, SINCE THE AUTHORITY IS ISSUING THE BONDS AND ENTERING INTO FINANCING AGREEMENT ON BEHALF OF, AND FOR THE BENEFIT OF, THE CITY, THE CITY AGREES THAT ANY COSTS OR PENALTIES IMPOSED BY THE TWDB AGAINST GTUA PURSUANT TO THE FINANCING AGREEMENT SHALL BE THE SOLE RESPONSIBILITY OF THE CITY AND NOT THE AUTHORITY;

WHEREAS, the Authority and the City, acting through their duly constituted governing bodies have mutually agreed upon the terms and conditions of this Contract; now, therefore

IN CONSIDERATION of the mutual covenants, agreements and undertakings herein set forth, the parties hereto hereby agree and contract as follows:

Section 1. **THE CITY AND THE AUTHORITY HEREBY AGREE THAT ANY AND ALL COSTS, PENALTIES, TERMINATION PAYMENTS OR OTHER AMOUNTS OWED BY THE AUTHORITY TO THE TEXAS WATER DEVELOPMENT BOARD PURSUANT TO THE FINANCING AGREEMENT, SPECIFICALLY SECTION 4 OF THE FINANCING AGREEMENT, SHALL BE PAID BY THE CITY TO THE AUTHORITY TO INDEMNIFY THE AUTHORITY FOR TWENTY-FIVE PERCENT (25%) OF SUCH COSTS, PENALTIES, TERMINATION PAYMENT OR OTHER AMOUNTS OWED, NOTWITHSTANDING ANY NEGLIGENCE ON THE PART OF GTUA. SUCH PAYMENT SHALL BE MADE BY THE CITY TO THE AUTHORITY NO LATER THAN MARCH 6, 2023. THE AUTHORITY SHALL HAVE NO RESPONSIBILITY WITH RESPECT TO SUCH AMOUNTS OWED PURSUANT TO THE FINANCING AGREEMENT**

AND THE CITY SHALL HOLD HARMLESS THE AUTHORITY FOR ANY SUCH COSTS, PENALTIES, TERMINATION PAYMENTS OR ANY OTHER AMOUNTS OWED TO THE TEXAS WATER DEVELOPMENT BOARD PURSUANT TO THE FINANCING AGREEMENT. The City will not be liable for any failure due to force majeure pursuant to section 13 of the Financing Agreement.

Section 2. The Authority agrees to timely comply with the requirements of the TWDB set forth in Section 6(B) of the Financing Agreement.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

GREATER TEXOMA UTILITY AUTHORITY

(Authority Seal)

By:_____
General Manager

CITY OF ANNA, TEXAS

(City Seal)

By:_____
Mayor

ATTEST:

_____
City Secretary

EXHIBIT A

FINANCING AGREEMENT

FINANCING AGREEMENT

This FINANCING AGREEMENT (Agreement) is entered into between the TEXAS WATER DEVELOPMENT BOARD (TWDB), an agency of the State of Texas, and the Greater Texoma Utility Authority (Authority). The TWDB and the Authority may be referred to as the "Party" or "Parties" in this Agreement.

RECITALS

WHEREAS, the TWDB adopted Resolution No. 22-064 (Attachment A, referred to as the Resolution) on July 27, 2022, making a commitment to the Authority for financial assistance in the amount of $7,525,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT) administered by the TWDB; and

WHEREAS, through this Agreement, the Authority intends to sell to the TWDB the Authority's $7,525,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2022 (Collin/Grayson Water Transmission Project) (Authority's Bonds) for the TWDB's financial assistance from the SWIRFT, as further described in Attachment B; and

WHEREAS, the SWIRFT is funded in part with proceeds of the expected issuance of TWDB's revenue bonds (SWIRFT Bonds), issued under authority of Texas Water Code §§ 15.472 and 15.475, and Texas Constitution, Article III, Section 49-d-13; and

WHEREAS, the SWIRFT Bonds are additionally secured by money made available under the terms of a bond enhancement agreement executed under authority of Texas Water Code §§ 15.434 and 15.435, and Texas Constitution, Article III, Section 49-d-12; and

WHEREAS, the SWIRFT is funded, in part, with money received as repayment of financial assistance provided from the SWIRFT, under Texas Water Code § 15.472, which is used to pay the principal and interest on the SWIRFT Bonds, under Texas Water Code § 15.474, and Texas Constitution, Article III, Section 49-d-13(d) and (f); and

WHEREAS, the Resolution provides that funding the commitment is contingent on future sales of SWIRFT Bonds designated by the TWDB; and

WHEREAS, the TWDB intends to provide financial assistance from the SWIRFT to the Authority with proceeds of SWIRFT Bonds designated by the TWDB; and

WHEREAS, the TWDB and the Authority desire to enter into this Agreement to set forth the obligations of the Parties with respect to the TWDB providing financial assistance to the Authority consistent with the desire of the TWDB to issue SWIRFT Bonds to provide money for the SWIRFT.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Agreement, the TWDB and the Authority agree as follows:

AGREEMENT

SECTION 1. MUTUAL COMMITMENTS. As further described in the Resolution, the TWDB committed to the Authority and the Authority hereby commits to borrow from the TWDB an amount not to exceed $7,525,000 from the SWIRFT to be evidenced by the issuance and delivery of Authority Bonds to the TWDB consistent with the terms and conditions described in this Agreement, Attachment A, Attachment B, and Attachment C.

SECTION 2. TRANSACTION SCHEDULE AND PRICING. By execution of this Agreement, the Authority acknowledges and represents that it has a current need for financial assistance from the TWDB and shall take all necessary steps to issue and deliver the Authority Bonds to evidence the commitment described in Section 1. The Authority further acknowledges and understands that the TWDB is entering into this Agreement for the sole purpose of issuing SWIRFT Bonds to fund the TWDB commitment described in the Resolution and in this Agreement. The Authority acknowledges that the SWIRFT Bonds, the subject of this Agreement, are being issued for the purpose of funding the Authority's requested financial assistance.

With respect to the Authority Bonds and the SWIRFT Bonds, the Parties agree to structure such public securities in a manner that will allow for substantially similar terms, redemption provisions, and related matters to allow the TWDB to timely pay the debt service on the SWIRFT Bonds. The foregoing notwithstanding, the TWDB consents to early redemption, or prepayment of the Authority Bonds, as provided for in this Agreement and the Resolution. The Authority Bonds may be prepaid by the Authority on any date beginning on or after the first scheduled interest payment date that occurs no earlier than 10 years from the dated date of the Authority Bonds. To confirm the terms of the Authority Bonds and the SWIRFT Bonds, the Authority shall execute this Agreement.

In order to mutually assure the performance of the Parties under this Agreement, the Parties agree that the issuance and delivery of the SWIRFT Bonds and the issuance and delivery of the Authority Bonds to TWDB shall occur not more than fifty-six (56) days apart as reflected in Attachment C. Notwithstanding the foregoing, the Parties intend and expect that the TWDB issue and deliver its SWIRFT Bonds approximately fifteen (15) days after execution of the TWDB's Bond Purchase Agreement or such date as may be mutually agreed to in Attachment C.

SECTION 3. BINDING COMMITMENT. The TWDB agrees to take all necessary steps to issue

the SWIRFT Bonds for the purposes described in this Agreement and in the Resolution upon receipt of this Agreement, which shall be signed and delivered by the Authority to the Executive Administrator of the TWDB at least fourteen (14) days before the initiation of the pricing of the SWIRFT Bonds, as set forth in Attachment C. The Authority acknowledges that the schedule provided in Attachment C is a best estimate by the TWDB and is subject to change by the TWDB. The TWDB expressly reserves the right to modify Attachment C at any time and shall provide the Authority with an updated Attachment C as soon as practicable upon any modification; provided that, if such modification of Attachment C occurs before the initiation of pricing of the SWIRFT Bonds and such modification results in an earlier scheduled pricing date, no such modification of Attachment C may result in the Authority having fewer than five (5) days between the receipt of the modified schedule and the TWDB posting the Preliminary Official Statement for the SWIRFT Bonds.

SECTION 4. TERMINATION & BREACH OF AGREEMENT.

A. The Parties agree that the Authority may terminate this Agreement with no penalty in writing at any time prior to seven (7) days before the initiation of the pricing of the SWIRFT Bonds, as set forth in Attachment C.

B. The Authority understands and agrees that the Authority may terminate this Agreement in writing between six (6) days and five (5) days prior to the initiation of the pricing of the SWIRFT Bonds (currently estimated to occur on September 27, 2022) as set forth in Attachment C, provided the Authority agrees to reimburse the TWDB from lawfully available funds of the Authority for its proportional share of transaction costs incurred by the TWDB, such as, but not limited to, any fees or costs related to any rating agency, financial advisor, legal counsel, or other similar party or related costs pertaining to the SWIRFT Bonds in an amount not to exceed $7,345.00 (Transaction Cost Payment). The Authority shall be obligated to pay such costs to the TWDB no later than March 7, 2023.

C. The Authority understands and agrees that the Authority may terminate this Agreement in writing within four (4) days prior to the initiation of the pricing of the SWIRFT Bonds as set forth in Attachment C and no later than 9:00 am Central Standard Time on the day before the TWDB Bond Pricing, provided the Authority agrees to pay to the TWDB from lawfully available funds 1.0 percent of the amount of the commitment authorized in Section 1 of this Agreement (Pre-pricing Termination Payment), and additionally shall reimburse the TWDB from lawfully available funds of the Authority its Transaction Cost Payment. The Authority shall be obligated to pay such costs to the TWDB no later than March 7, 2023. The Authority understands and agrees that termination under this section will result in a total penalty amount of $82,595.

D. The Authority understands and agrees that TWDB would suffer and incur severe and irreparable damages if the Authority Bonds are not issued and delivered. Failure to issue the Authority Bonds by the date specified in Attachment C, as contemplated in this Agreement, shall be a breach of this Agreement and the Authority shall pay, from

lawfully available funds of the Authority, a "Post-pricing Termination Payment" to the TWDB. The Post-pricing Termination Payment shall be an amount equal to 5.0 percent of the amount of the commitment authorized in Section 1 of this Agreement. The Authority shall pay the Post-pricing Termination Payment to the TWDB no later than March 7, 2023. The Authority shall also reimburse the TWDB from lawfully available funds of the Authority, its Transaction Cost Payment, plus the Authority's proportional share of the underwriters' discount incurred by the TWDB, no later than March 7, 2023. The Authority understands and agrees that failure by the Authority to issue the Authority Bonds by the date specified in Attachment C, will result in a total penalty amount pursuant to this section not to exceed $419,339.00.

SECTION 5. AMORTIZATION STRUCTURE. The Authority shall provide the TWDB a maturity schedule in the form set forth in Attachment B at the time of execution of this Agreement. A final amortization structure will be required at least seven (7) days before the initiation of pricing of the SWIRFT Bonds in accordance with the provisions of this Agreement. The par amount included in Attachment B may be revised, subject to approval by the Executive Administrator of the TWDB, at any time prior to the seventh (7th) day before the initiation of pricing of the SWIRFT Bonds with no penalty. The final amortization schedule adopted by the Authority as included in the Authority's Private Placement Memorandum and Bond Resolution must reflect the final amortization structure set forth in Attachment B.

SECTION 6. CONTINGENCIES.

A. The Parties agree that the TWDB's obligation to purchase the Authority's Bonds with the SWIRFT is contingent upon the TWDB receiving all legally required approvals for the issuance of the SWIRFT Bonds from the Legislative Budget Board, the Bond Review Board, and the Texas Attorney General. The TWDB's obligation to purchase the Authority's Bonds with the SWIRFT is also contingent upon the purchase and delivery of the SWIRFT Bond proceeds by the underwriters pursuant to the Bond Purchase Agreement relating to the SWIRFT Bonds.

   Accordingly, if any contingency described in the preceding paragraph above is unmet, the TWDB, upon delivery of written notice thereof to the Authority, may extend or terminate this Agreement together with all of its obligations and duties without incurring any cost, fee, or penalty for either the TWDB or the Authority.

B. The Parties agree that the Authority's obligation to issue and deliver the Authority Bonds is contingent upon approval by the Texas Attorney General of the Authority Bonds. The Authority agrees to use its best efforts to obtain approval by the Texas Attorney General of the Authority Bonds to satisfy the closing requirements set forth in Section 2 of this Agreement. To this end, the Authority agrees as follows:

(1) Authority shall timely file the transcript of proceedings for the Authority Bonds with the Texas Attorney General in accordance with the schedule contained in Attachment C;

(2) Authority shall comply with the requirements and conditions contained in the Resolution;

(3) Authority shall provide the TWDB with a copy of the preliminary approval letter from the Texas Attorney General promptly upon receipt;

(4) Authority shall provide the TWDB with a copy of its responses to the preliminary approval letter concurrently with the submission of such responses to the Texas Attorney General; and

(5) Authority shall allow TWDB to brief the Texas Attorney General on any issues noted in the preliminary approval letter and initiate or participate in conferences with the Texas Attorney General related to the approval of the Authority Bonds.

Accordingly, if, after the Authority employs its best efforts to obtain approval by the Texas Attorney General and such approval cannot be obtained by the date specified in Attachment C, the TWDB, as a matter of law, at its sole discretion, may terminate this Agreement and upon termination the Authority shall pay, from any of its lawfully available funds, the Post-pricing Termination Payment no later than March 7, 2023, as provided in Section 4D. The Authority shall also reimburse the TWDB from lawfully available funds of the Authority its Transaction Cost Payment plus the Authority's proportional share of the underwriters' discount no later than March 7, 2023. The Authority understands and agrees that if the Authority does not obtain approval from the Texas Attorney General and issue its Authority Bonds by the date specified in Attachment C, it will be subject to a total penalty amount pursuant to this section not to exceed $419,339.00.

SECTION 7. REDEMPTION OF OUTSTANDING DEBT. Proceeds of the Authority Bonds shall not be used, in whole or in part, to redeem outstanding bonds, commercial paper, or other obligations issued by the Authority. The Authority agrees that it will not take or fail to take any action that will cause the SWIRFT Bonds to be considered to be advance refunding bonds under Section 149(d) of the Internal Revenue Code of 1986, as amended.

SECTION 8. NOTICES. All notices, agreements or other communications required hereunder shall be given, and shall be deemed given, when delivered in writing to the address, facsimile or email of the identified Party or Parties set forth below:

Texas Water Development Board Development Fund Manager P.O. Box 13231 Austin, Texas 78711-3231 Telephone: (512) 475-4584 Facsimile: (512) 475-2053 E-mail	Greater Texoma Utility Authority Attn: Drew Satterwhite 5100 Airport Dr. Denton, Texas 75020-8448 Telephone: 903-786-4433 Facsimile E-mail: gtua@gtua.org

SECTION 9. SEVERABILITY. In the event any provision of this Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any of its other provisions.

SECTION 10. AMENDMENTS, SUPPLEMENTS, AND MODIFICATIONS. Other than the changes allowed under Section 3 and Section 5, this Agreement may be amended, supplemented, or modified only in a writing executed by duly authorized representatives of the Parties.

SECTION 11. APPLICABLE LAW. This Agreement and any amendments shall be governed by and construed in accordance with the laws of the State of Texas.

SECTION 12. STATE AUDIT. By executing this Agreement and delivering the Authority Bonds, the Authority accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this Agreement. The Authority shall comply with any directive from the Texas State Auditor and shall cooperate in any such investigation or audit. The Authority agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit.

SECTION 13. FORCE MAJEURE. Either Party to this Agreement may be excused from performance under this Agreement for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, or epidemic, provided that the Party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the Party's control to ensure performance and to shorten the duration of the event of Force Majeure. The Party suffering an event of Force Majeure shall provide notice of the event to the other Party as soon as practicable but not later than five business days after the event. Subject to this provision, such nonperformance shall not be deemed a breach or a ground for termination.

SECTION 14. EFFECTIVE DATE. This Agreement shall be effective as of the date of the last signature below.

SECTION 15. BINDING AGREEMENT. The execution of this Agreement has been authorized by the governing boards of both Parties. The individuals executing this Agreement have the legal authority to bind each respective Party to the terms and conditions of this Agreement. The respective commitments of the TWDB and the Authority set forth above shall be

binding upon the TWDB and the Authority upon both Parties' execution of this Agreement.

[Remainder of Page Intentionally Left Blank]

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

Greater Texoma Utility Authority

By: _____
Name: Drew Satterwhite
Title: General Manager

Date: _____

TEXAS WATER DEVELOPMENT BOARD

By: _____
Name: Jeff Walker
Title: Executive Administrator
Date: _____

Disclaimer: This is a working document and is provided as a courtesy. All information contained herein is subject to change upon further review of the TWDB.

ATTACHMENT A

TWDB RESOLUTION NO. 22-064

Disclaimer: This is a working document and is provided as a courtesy. All information contained herein is subject to change upon further review of the TWDB.

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
$7,525,000 TO GREATER TEXOMA UTILITY AUTHORITY
FROM THE STATE WATER IMPLEMENTATION REVENUE FUND FOR TEXAS
THROUGH THE PROPOSED PURCHASE OF $7,525,000 GREATER TEXOMA UTILITY
AUTHORITY CONTRACT REVENUE BONDS, PROPOSED SERIES 2022 (COLLIN-GRAYSON
MUNICIPAL ALLIANCE PROJECT)

(22-064)

WHEREAS, the Greater Texoma Utility Authority (Authority) has filed an application for financial assistance in the amount of $7,525,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT) to finance the planning and construction of certain water supply project(s) identified as Project No. 51080 (Project); and

WHEREAS, the Authority seeks financial assistance from the Texas Water Development Board (TWDB) through the TWDB's proposed purchase of $7,525,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2022 (Collin-Grayson Municipal Alliance Project), (together with all authorizing documents "Obligations"), all as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff; and

WHEREAS, the Authority has offered a pledge of contract revenues as sufficient security for the repayment of the Obligations; and

WHEREAS, the commitment is approved for funding under the TWDB's pre-design funding option, and initial and future releases of funds are subject to 31 TAC § 363.1307;

WHEREAS, subject to the Authority's use of an approved debt service structure, interest rate subsidies are available to the Authority for State Fiscal Year 2022 at up to the following levels: 25% for financial assistance for a term of 20 years, 18% for financial assistance for a term of 21 to 25 years, and 14% for financial assistance for a term of 26 to 30 years; and

WHEREAS, the interest rate subsidies provided above are based on assumptions necessary to generate an optimum debt service structure for the anticipated TWDB SWIRFT bond issuance and are subject to modification as necessary to preserve and maintain the integrity of the SWIRFT Program; and

WHEREAS, the TWDB hereby finds:

1. that the application and assistance applied for meet the requirements of Texas Water Code, Chapter 15, Subchapters G and H and 31 TAC Chapter 363, Subchapters A and M;

2. that the Project is a recommended water management strategy project in the State Water Plan adopted pursuant to Texas Water Code § 16.051, in accordance with Texas Water Code § 15.474(a);

3. that a water conservation plan has been submitted and implemented in accordance with Texas Water Code § 16.4021 and 31 TAC § 363.1309(b)(1);

6. that the Authority has acknowledged its legal obligation to comply with any applicable requirements of federal law relating to contracting with disadvantaged business enterprises and any applicable state law relating to contracting with historically underutilized businesses, in accordance with Texas Water Code § 15.435(h) and 31 TAC § 363.1309(b)(3).

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

a commitment is made by the TWDB to Greater Texoma Utility Authority for financial assistance in the amount of $7,525,000 from the State Water Implementation Revenue Fund for Texas, to be evidenced by the TWDB's proposed purchase of $7,525,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2022 (Collin-Grayson Municipal Alliance Project). This commitment will expire on December 31, 2022.

Such commitment is conditioned as follows:

Standard Conditions:

1. this commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand;

2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the Authority has complied with all of the requirements of the laws under which said Obligations were issued, that said Obligations were issued in conformity with the Constitution and laws of the State of Texas, and that said Obligations are valid and binding obligations of the Authority;

3. this commitment is contingent upon the Authority's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement;

4. this commitment is contingent upon the Authority executing a separate financing agreement, approved as to form and substance by the Executive Administrator, and submitting that executed agreement to the TWDB consistent with the terms and conditions described in the financing agreement;

5. interest rate subsidies for non-level debt service structure are subject to adjustment by the Executive Administrator;

6. the Authority shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2), and shall require the paying agent/registrar to provide a copy of all receipts documenting debt service payments to the TWDB and to the TWDB's designated Trustee;

The Following Conditions Must Be Included in the Obligations:

7. the Obligations must provide that the Obligations can be called for early redemption on any date beginning on or after the first interest payment date that is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption;

8. the Obligations must provide that the Authority will comply with all applicable TWDB laws and rules related to the use of the financial assistance;

9. the Obligations must provide that the Authority must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;

10. the Obligations must contain a provision requiring the Authority to maintain insurance coverage sufficient to protect the TWDB's interest in the project;

11. the Obligations must include a provision wherein the Authority, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the Authority's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the Authority's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the Authority is an obligated person with respect to such bonds under SEC Rule 15c2-12;

12. the Obligations must include a provision requiring the Authority to use any proceeds from the Obligations that are determined to be surplus proceeds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator;

13. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;

14. financial assistance proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257;

15. financial assistance proceeds shall not be used by the Authority when sampling, testing, removing, or disposing of contaminated soils and/or media at the Project site. The Obligations shall include an environmental indemnification provision wherein the Authority agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Authority, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project to the extent permitted by law;

16. the Obligations must include a provision stating that the Authority shall report to the TWDB the amounts of Project funds, if any, that were used to compensate historically underutilized businesses that worked on the Project, in accordance with 31 TAC § 363.1312;

17. the Obligations must contain a provision that the TWDB will purchase the Obligations, acting through the TWDB's designated Trustee, and the Obligations shall be registered in the name of Cede & Co. and closed in book-entry-only form in accordance with 31 TAC § 363.42(c)(1);

18. the Obligations must contain a provision stating that the Authority shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G and Texas Water Code § 17.183;

19. the Obligations must include a provision prohibiting the Authority from using the proceeds of this financial assistance in a manner that would cause the Obligations to become "private activity bonds" within the meaning of § 141 of the Internal Revenue Code as amended (Code) and the Treasury Regulations promulgated thereunder (Regulations);

20. the Obligations must provide that no portion of the proceeds of the financial assistance will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of § 148(a) of the Code and Regulations, including to acquire or to replace funds that were used, directly or

indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) that produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the financial assistance (Source Series Bonds), other than Nonpurpose Investments acquired with:

a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;

b. amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the Regulations; and

c. amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Obligations, 125% of average annual debt service on the Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations;

21. the Obligations must include a provision requiring the Authority take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal government in order to satisfy the requirements of § 148 of the Code. The Obligations must provide that the Authority will:

a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and retain all records of such accounting for at least six years after the final Computation Date. The Authority may, however, to the extent permitted by law, commingle Gross Proceeds of its financial assistance with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;

b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its financial assistance, not less frequently than each Computation Date, in accordance with rules set forth in § 148(f) of the Code, § 1.148-3 of the Regulations, and the rulings thereunder. The Authority shall maintain a copy of such calculations for at least six years after the final Computation Date;

c. as additional consideration for providing financial assistance, and in order to induce providing financial assistance by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners thereof for federal income tax purposes, pay to

the United States the amount described in paragraph (b) above within 30 days after each Computation Date;

d. exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (b) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations;

22. the Obligations must include a provision prohibiting the Authority from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes;

23. the Obligations must provide that the Authority will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of § 149(b) of the Code;

24. the Obligations must contain a covenant that the Authority will refrain from using the proceeds of the Obligations to pay debt service on another issue of obligations of the borrower in contravention of § 149(d) of the Code (related to "advance refundings");

25. the Obligations must provide that neither the Authority nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the Authority by the TWDB;

26. the Obligations must contain a provision requiring that, upon request by the Executive Administrator, the Authority shall submit annual audits of contracting parties for the Executive Administrator's review;

27. the Obligations must contain a provision requiring the Authority to maintain and enforce the contracts with its customers so that the revenues paid to the Authority by its customers are sufficient to meet the revenue requirements of the Authority's obligations arising from the operation of the water system;

28. the Obligations must contain a provision that the pledged contract revenues from the Authority may not be pledged to the payment of any additional parity obligations of the Authority secured by a pledge of the same contract revenues unless the Authority demonstrates to the Executive Administrator's satisfaction that the pledged contract revenues will be sufficient for the repayment of all Obligations and additional parity obligations;

Conditions to Close or for Release of Funds:

29. prior to closing, if not previously provided with the application, the Authority shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel, for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;

30. prior to closing, when any portion of financial assistance is to be held in escrow or in trust, the Authority shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;

31. prior to closing, the Authority's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;

32. prior to closing, the Authority's bond counsel must prepare a written opinion that states that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;

33. the transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the Authority's reasonable expectations regarding the use, expenditure, and investment of the proceeds of the Obligations;

34. the transcript must include evidence that the information reporting requirements of § 149(e) of the Internal Revenue Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of § 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply;

35. prior to closing, the Authority must submit executed contracts between the Authority and the contracting parties regarding the contract revenues pledged to the payment of the Authority's Obligations, in form and substance acceptable to the Executive Administrator. Such contracts shall include provisions consistent with the provisions of this Resolution regarding the contracting parties' annual audits, the setting of rates and charges and collection of revenues sufficient to meet the Authority's debt service obligations and additional parity obligations.

APPROVED and ordered of record this, the 27th day of July 2022.

TEXAS WATER DEVELOPMENT BOARD

Brooke T. Paup

Brooke T. Paup, Chairwoman

DATE SIGNED: July 27, 2022

ATTEST:

Jeff Walker, Executive Administrator

ATTACHMENT B

DESCRIPTION OF BORROWER BONDS

Title of Borrower Bonds:

Project Name:

Project Number:

Aggregate Principal Amount of Borrower Bonds:

Anticipated Closing Date:

Dated Date:

First Principal Payment Date:

First Interest Payment Date:

Maturity Schedule:

Maturity	Principal Amount

Disclaimer: This is a working document and is provided as a courtesy. All information contained herein is subject to change upon further review of the TWDB.

ATTACHMENT C

FINANCING SCHEDULE*

DATE	ACTION
07/27/2022	**TWDB approval of commitments**
09/5/2022	*Labor Day Holiday***
Noon 09/9/2022	**Due date for TWDB to receive signed financing agreement from political subdivision**
09/13/2022	***Financing agreement – last day to execute (14 days prior to initiation of pricing)***
09/20/2022	Financing agreement (Sec. 4A) -last day political subdivisions can terminate without penalty (7 days prior to initiation of pricing)
09/20/2022	Financing agreement (Sec. 5) -last day political subdivisions can modify maturity schedule (7 days prior to initiation of pricing)
09/22/2022	Financing agreement (Sec. 4B) -last day political subdivisions can terminate with costs of issuance (5 days prior to initiation of pricing)
09/27/2022	Financing agreement (Sec. 4C) -before 9:00 a.m. political subdivisions can terminate with costs of issuance and 1% penalty (1 day prior to pricing).
09/27/2022	**TWDB bond pricing initiation (pre-pricing begins)**
09/28/2022	**TWDB bond pricing**
10/6/2022	TWDB approves interest rates available to political subdivisions
Various	Political subdivisions adopt bond resolutions and/or master agreements
Various	Political subdivisions submit transcripts to Texas Attorney General in preparation of closing
10/10/2022	*Columbus Day Holiday (TWDB open)***
10/13/2022	TWDB bond closing *(political subdivisions must close within 56 days)*
10/14 to 12/8/2022	Closings on political subdivision obligations
11/11/2022	*Veteran's Day Holiday***
11/24/2022	*Thanksgiving Holiday***
11/25/2022	*Thanksgiving Holiday***
12/8/2022	**Last day to close on political subdivision obligations**
12/9/2022	Financing agreement (Sec. 4D) -penalty applied to any political subdivision failing to issue debt Start of post-pricing termination payment period (includes costs of issuance, underwriters' discount and 5% penalty)
03/7/2023	Last due date for payment of penalties

**Preliminary, subject to change*
***State agency holidays are reflected to show when TWDB is closed; they are counted towards deadlines.*

Disclaimer: This is a working document and is provided as a courtesy. All information contained herein is subject to change upon further review of the TWDB.

Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss/Consider/Approve an Ordinance authorizing the City Manager to execute a Contract of Indemnification with the Greater Texoma Utility Authority for the issuance of Revenue Bonds for the Collin/Grayson Water Transmission Project in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The Greater Texoma Utility Authority is planning to issue revenue bonds this year for the construction of improvements to their Bloomdale Pump Station in McKinney, which supplies water to the cities of Anna, Melissa, Van Alstyne, and Howe.

The bonds GTUA is issuing are through the Texas Water Development Board. Payment of the bonds will be from the revenues GTUA makes through the water rates the four cities pay to GTUA for the transmission of treated water from North Texas Municipal Water District to the cities.

The upgrades to the Bloomdale Pump Station are critical to increasing water supply and providing system resiliency at the pump station.

The City Attorney has reviewed the language and has approved it for City Council consideration.

FINANCIAL IMPACT:

None at this time. The upgrades at the pump station are funded through the utility rates the City of Anna pays for water to GTUA.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. GTUA COLLIN GRAYSON TWDB 2022 - City of Anna Ordinance approving Contract of Indemnification

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 9/8/2022
Jim Proce, City Manager	Final Approval - 9/8/2022

ORDINANCE NO. _____

AN ORDINANCE approving and authorizing the execution and delivery of a "Contract of Indemnification" with the Greater Texoma Utility Authority in connection with the issuance of contract revenue bonds on behalf of the City; and resolving other matters incident and related to the execution and delivery of such contract.

WHEREAS, the Texas Water Development Board (the "TWDB") has agreed to purchase the "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (Collin/Grayson Water Transmission Project)" (the "Bonds") for the purpose of financing water system projects on behalf of the City (the "TWDB commitment"); and

WHEREAS, the TWDB is issuing its Water Financial Assistance Bonds (TWDB Bonds) solely for the purpose of funding the TWDB commitment; and,

WHEREAS, as a condition to the TWDB commitment, the Greater Texoma Utility Authority (the “Authority”) is required to execute a Financing Agreement prepared by the TWDB; and

WHEREAS, the Financing Agreement, specifically Section 4, sets forth provisions relating to penalties and costs should the Authority fail to deliver the Bonds by the closing deadline to be provided by the TWDB; and

WHEREAS, the Board of Directors of the Authority has found and determined that such penalties, costs, termination payments or any other amounts referenced in the Financing Agreement, specifically Section 4, should be the responsibility of the City and not the Authority since the Authority is issuing the Bonds on behalf of the City; and

WHEREAS, the Council hereby finds and determines that the Contract of Indemnification with the Authority substantially in the form and content attached hereto as Exhibit A should be approved and authorized to be executed as hereinafter provided; now, therefore

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

SECTION 1. The Contract of Indemnification by and between the Authority and the City substantially in the form and content attached hereto as **Exhibit A** and incorporated herein for all purposes. The Mayor and City Secretary of the City are hereby authorized and directed to execute such Contract for and on behalf of the City and as the act and deed of this City Council.

SECTION 2. This Ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED, this September 13, 2022.

CITY OF ANNA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

CONTRACT OF INDEMNIFICATION

CONTRACT OF INDEMNIFICATION

THIS CONTRACT ("Contract") is made and entered into as of _____, 2022, between the GREATER TEXOMA UTILITY AUTHORITY (hereinafter referred to as the "Authority"), a conservation and reclamation authority, a governmental agency, a political subdivision of the State of Texas, and a body politic corporate, duly created, existing and acting by virtue of Constitution and the laws of the State of Texas, including Texas Special District Local Laws Code, Chapter 8283 (the "Act"), and the CITY OF ANNA, TEXAS, a municipal corporation (hereinafter referred to as the "City"), duly created and existing under the laws of the State of Texas:

RECITALS

WHEREAS, the Texas Water Development Board (the "TWDB") has agreed to purchase the "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2022 (Collin/Grayson Water Transmission Project)" (the "GTUA Bonds") for the purpose of financing water system projects on behalf of the City (the "TWDB commitment"); and

WHEREAS, the TWDB is issuing its Water Financial Assistance Bonds (TWDB Bonds) solely for the purpose of funding the TWDB commitment; and,

WHEREAS, as a condition to the TWDB commitment, the Authority is required to execute a Financing Agreement prepared by the TWDB (a form of such Financing Agreement being attached hereto as Exhibit A); and

WHEREAS, the Financing Agreement, specifically Section 4, sets forth provisions relating to penalties and costs should the Authority fail to deliver the GTUA Bonds by December 8, 2022; and

WHEREAS, SINCE THE AUTHORITY IS ISSUING THE BONDS AND ENTERING INTO FINANCING AGREEMENT ON BEHALF OF, AND FOR THE BENEFIT OF, THE CITY, THE CITY AGREES THAT ANY COSTS OR PENALTIES IMPOSED BY THE TWDB AGAINST GTUA PURSUANT TO THE FINANCING AGREEMENT SHALL BE THE SOLE RESPONSIBILITY OF THE CITY AND NOT THE AUTHORITY;

WHEREAS, the Authority and the City, acting through their duly constituted governing bodies have mutually agreed upon the terms and conditions of this Contract; now, therefore

IN CONSIDERATION of the mutual covenants, agreements and undertakings herein set forth, the parties hereto hereby agree and contract as follows:

Section 1. **THE CITY AND THE AUTHORITY HEREBY AGREE THAT ANY AND ALL COSTS, PENALTIES, TERMINATION PAYMENTS OR OTHER AMOUNTS OWED BY THE AUTHORITY TO THE TEXAS WATER DEVELOPMENT BOARD PURSUANT TO THE FINANCING AGREEMENT, SPECIFICALLY SECTION 4 OF THE FINANCING AGREEMENT, SHALL BE PAID BY THE CITY TO THE AUTHORITY TO INDEMNIFY THE AUTHORITY FOR TWENTY-FIVE PERCENT (25%) OF SUCH COSTS, PENALTIES, TERMINATION PAYMENT OR OTHER AMOUNTS OWED, NOTWITHSTANDING ANY NEGLIGENCE ON THE PART OF GTUA. SUCH PAYMENT SHALL BE MADE BY THE CITY TO THE AUTHORITY NO LATER THAN MARCH 6, 2023. THE AUTHORITY SHALL HAVE NO RESPONSIBILITY WITH RESPECT TO SUCH AMOUNTS OWED PURSUANT TO THE FINANCING AGREEMENT**

AND THE CITY SHALL HOLD HARMLESS THE AUTHORITY FOR ANY SUCH COSTS, PENALTIES, TERMINATION PAYMENTS OR ANY OTHER AMOUNTS OWED TO THE TEXAS WATER DEVELOPMENT BOARD PURSUANT TO THE FINANCING AGREEMENT. The City will not be liable for any failure due to force majeure pursuant to section 13 of the Financing Agreement.

Section 2. The Authority agrees to timely comply with the requirements of the TWDB set forth in Section 6(B) of the Financing Agreement.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written.

GREATER TEXOMA UTILITY AUTHORITY

(Authority Seal)

By:_____
General Manager

CITY OF ANNA, TEXAS

(City Seal)

By:_____
Mayor

ATTEST:

_____
City Secretary

EXHIBIT A

FINANCING AGREEMENT

FINANCING AGREEMENT

This FINANCING AGREEMENT (Agreement) is entered into between the TEXAS WATER DEVELOPMENT BOARD (TWDB), an agency of the State of Texas, and the Greater Texoma Utility Authority (Authority). The TWDB and the Authority may be referred to as the "Party" or "Parties" in this Agreement.

RECITALS

WHEREAS, the TWDB adopted Resolution No. 22-064 (Attachment A, referred to as the Resolution) on July 27, 2022, making a commitment to the Authority for financial assistance in the amount of $7,525,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT) administered by the TWDB; and

WHEREAS, through this Agreement, the Authority intends to sell to the TWDB the Authority's $7,525,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2022 (Collin/Grayson Water Transmission Project) (Authority's Bonds) for the TWDB's financial assistance from the SWIRFT, as further described in Attachment B; and

WHEREAS, the SWIRFT is funded in part with proceeds of the expected issuance of TWDB's revenue bonds (SWIRFT Bonds), issued under authority of Texas Water Code §§ 15.472 and 15.475, and Texas Constitution, Article III, Section 49-d-13; and

WHEREAS, the SWIRFT Bonds are additionally secured by money made available under the terms of a bond enhancement agreement executed under authority of Texas Water Code §§ 15.434 and 15.435, and Texas Constitution, Article III, Section 49-d-12; and

WHEREAS, the SWIRFT is funded, in part, with money received as repayment of financial assistance provided from the SWIRFT, under Texas Water Code § 15.472, which is used to pay the principal and interest on the SWIRFT Bonds, under Texas Water Code § 15.474, and Texas Constitution, Article III, Section 49-d-13(d) and (f); and

WHEREAS, the Resolution provides that funding the commitment is contingent on future sales of SWIRFT Bonds designated by the TWDB; and

WHEREAS, the TWDB intends to provide financial assistance from the SWIRFT to the Authority with proceeds of SWIRFT Bonds designated by the TWDB; and

Disclaimer: This is a working document and is provided as a courtesy. All information contained herein is subject to change upon further review of the TWDB.

WHEREAS, the TWDB and the Authority desire to enter into this Agreement to set forth the obligations of the Parties with respect to the TWDB providing financial assistance to the Authority consistent with the desire of the TWDB to issue SWIRFT Bonds to provide money for the SWIRFT.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Agreement, the TWDB and the Authority agree as follows:

AGREEMENT

SECTION 1. MUTUAL COMMITMENTS. As further described in the Resolution, the TWDB committed to the Authority and the Authority hereby commits to borrow from the TWDB an amount not to exceed $7,525,000 from the SWIRFT to be evidenced by the issuance and delivery of Authority Bonds to the TWDB consistent with the terms and conditions described in this Agreement, Attachment A, Attachment B, and Attachment C.

SECTION 2. TRANSACTION SCHEDULE AND PRICING. By execution of this Agreement, the Authority acknowledges and represents that it has a current need for financial assistance from the TWDB and shall take all necessary steps to issue and deliver the Authority Bonds to evidence the commitment described in Section 1. The Authority further acknowledges and understands that the TWDB is entering into this Agreement for the sole purpose of issuing SWIRFT Bonds to fund the TWDB commitment described in the Resolution and in this Agreement. The Authority acknowledges that the SWIRFT Bonds, the subject of this Agreement, are being issued for the purpose of funding the Authority's requested financial assistance.

With respect to the Authority Bonds and the SWIRFT Bonds, the Parties agree to structure such public securities in a manner that will allow for substantially similar terms, redemption provisions, and related matters to allow the TWDB to timely pay the debt service on the SWIRFT Bonds. The foregoing notwithstanding, the TWDB consents to early redemption, or prepayment of the Authority Bonds, as provided for in this Agreement and the Resolution. The Authority Bonds may be prepaid by the Authority on any date beginning on or after the first scheduled interest payment date that occurs no earlier than 10 years from the dated date of the Authority Bonds. To confirm the terms of the Authority Bonds and the SWIRFT Bonds, the Authority shall execute this Agreement.

In order to mutually assure the performance of the Parties under this Agreement, the Parties agree that the issuance and delivery of the SWIRFT Bonds and the issuance and delivery of the Authority Bonds to TWDB shall occur not more than fifty-six (56) days apart as reflected in Attachment C. Notwithstanding the foregoing, the Parties intend and expect that the TWDB issue and deliver its SWIRFT Bonds approximately fifteen (15) days after execution of the TWDB's Bond Purchase Agreement or such date as may be mutually agreed to in Attachment C.

SECTION 3. BINDING COMMITMENT. The TWDB agrees to take all necessary steps to issue

the SWIRFT Bonds for the purposes described in this Agreement and in the Resolution upon receipt of this Agreement, which shall be signed and delivered by the Authority to the Executive Administrator of the TWDB at least fourteen (14) days before the initiation of the pricing of the SWIRFT Bonds, as set forth in Attachment C. The Authority acknowledges that the schedule provided in Attachment C is a best estimate by the TWDB and is subject to change by the TWDB. The TWDB expressly reserves the right to modify Attachment C at any time and shall provide the Authority with an updated Attachment C as soon as practicable upon any modification; provided that, if such modification of Attachment C occurs before the initiation of pricing of the SWIRFT Bonds and such modification results in an earlier scheduled pricing date, no such modification of Attachment C may result in the Authority having fewer than five (5) days between the receipt of the modified schedule and the TWDB posting the Preliminary Official Statement for the SWIRFT Bonds.

SECTION 4. TERMINATION & BREACH OF AGREEMENT.

A. The Parties agree that the Authority may terminate this Agreement with no penalty in writing at any time prior to seven (7) days before the initiation of the pricing of the SWIRFT Bonds, as set forth in Attachment C.

B. The Authority understands and agrees that the Authority may terminate this Agreement in writing between six (6) days and five (5) days prior to the initiation of the pricing of the SWIRFT Bonds (currently estimated to occur on September 27, 2022) as set forth in Attachment C, provided the Authority agrees to reimburse the TWDB from lawfully available funds of the Authority for its proportional share of transaction costs incurred by the TWDB, such as, but not limited to, any fees or costs related to any rating agency, financial advisor, legal counsel, or other similar party or related costs pertaining to the SWIRFT Bonds in an amount not to exceed $7,345.00 (Transaction Cost Payment). The Authority shall be obligated to pay such costs to the TWDB no later than March 7, 2023.

C. The Authority understands and agrees that the Authority may terminate this Agreement in writing within four (4) days prior to the initiation of the pricing of the SWIRFT Bonds as set forth in Attachment C and no later than 9:00 am Central Standard Time on the day before the TWDB Bond Pricing, provided the Authority agrees to pay to the TWDB from lawfully available funds 1.0 percent of the amount of the commitment authorized in Section 1 of this Agreement (Pre-pricing Termination Payment), and additionally shall reimburse the TWDB from lawfully available funds of the Authority its Transaction Cost Payment. The Authority shall be obligated to pay such costs to the TWDB no later than March 7, 2023. The Authority understands and agrees that termination under this section will result in a total penalty amount of $82,595.

D. The Authority understands and agrees that TWDB would suffer and incur severe and irreparable damages if the Authority Bonds are not issued and delivered. Failure to issue the Authority Bonds by the date specified in Attachment C, as contemplated in this Agreement, shall be a breach of this Agreement and the Authority shall pay, from

lawfully available funds of the Authority, a "Post-pricing Termination Payment" to the TWDB. The Post-pricing Termination Payment shall be an amount equal to 5.0 percent of the amount of the commitment authorized in Section 1 of this Agreement. The Authority shall pay the Post-pricing Termination Payment to the TWDB no later than March 7, 2023. The Authority shall also reimburse the TWDB from lawfully available funds of the Authority, its Transaction Cost Payment, plus the Authority's proportional share of the underwriters' discount incurred by the TWDB, no later than March 7, 2023. The Authority understands and agrees that failure by the Authority to issue the Authority Bonds by the date specified in Attachment C, will result in a total penalty amount pursuant to this section not to exceed $419,339.00.

SECTION 5. AMORTIZATION STRUCTURE. The Authority shall provide the TWDB a maturity schedule in the form set forth in Attachment B at the time of execution of this Agreement. A final amortization structure will be required at least seven (7) days before the initiation of pricing of the SWIRFT Bonds in accordance with the provisions of this Agreement. The par amount included in Attachment B may be revised, subject to approval by the Executive Administrator of the TWDB, at any time prior to the seventh (7th) day before the initiation of pricing of the SWIRFT Bonds with no penalty. The final amortization schedule adopted by the Authority as included in the Authority's Private Placement Memorandum and Bond Resolution must reflect the final amortization structure set forth in Attachment B.

SECTION 6. CONTINGENCIES.

A. The Parties agree that the TWDB's obligation to purchase the Authority's Bonds with the SWIRFT is contingent upon the TWDB receiving all legally required approvals for the issuance of the SWIRFT Bonds from the Legislative Budget Board, the Bond Review Board, and the Texas Attorney General. The TWDB's obligation to purchase the Authority's Bonds with the SWIRFT is also contingent upon the purchase and delivery of the SWIRFT Bond proceeds by the underwriters pursuant to the Bond Purchase Agreement relating to the SWIRFT Bonds.

   Accordingly, if any contingency described in the preceding paragraph above is unmet, the TWDB, upon delivery of written notice thereof to the Authority, may extend or terminate this Agreement together with all of its obligations and duties without incurring any cost, fee, or penalty for either the TWDB or the Authority.

B. The Parties agree that the Authority's obligation to issue and deliver the Authority Bonds is contingent upon approval by the Texas Attorney General of the Authority Bonds. The Authority agrees to use its best efforts to obtain approval by the Texas Attorney General of the Authority Bonds to satisfy the closing requirements set forth in Section 2 of this Agreement. To this end, the Authority agrees as follows:

(1) Authority shall timely file the transcript of proceedings for the Authority Bonds with the Texas Attorney General in accordance with the schedule contained in Attachment C;

(2) Authority shall comply with the requirements and conditions contained in the Resolution;

(3) Authority shall provide the TWDB with a copy of the preliminary approval letter from the Texas Attorney General promptly upon receipt;

(4) Authority shall provide the TWDB with a copy of its responses to the preliminary approval letter concurrently with the submission of such responses to the Texas Attorney General; and

(5) Authority shall allow TWDB to brief the Texas Attorney General on any issues noted in the preliminary approval letter and initiate or participate in conferences with the Texas Attorney General related to the approval of the Authority Bonds.

Accordingly, if, after the Authority employs its best efforts to obtain approval by the Texas Attorney General and such approval cannot be obtained by the date specified in Attachment C, the TWDB, as a matter of law, at its sole discretion, may terminate this Agreement and upon termination the Authority shall pay, from any of its lawfully available funds, the Post-pricing Termination Payment no later than March 7, 2023, as provided in Section 4D. The Authority shall also reimburse the TWDB from lawfully available funds of the Authority its Transaction Cost Payment plus the Authority's proportional share of the underwriters' discount no later than March 7, 2023. The Authority understands and agrees that if the Authority does not obtain approval from the Texas Attorney General and issue its Authority Bonds by the date specified in Attachment C, it will be subject to a total penalty amount pursuant to this section not to exceed $419,339.00.

SECTION 7. REDEMPTION OF OUTSTANDING DEBT. Proceeds of the Authority Bonds shall not be used, in whole or in part, to redeem outstanding bonds, commercial paper, or other obligations issued by the Authority. The Authority agrees that it will not take or fail to take any action that will cause the SWIRFT Bonds to be considered to be advance refunding bonds under Section 149(d) of the Internal Revenue Code of 1986, as amended.

SECTION 8. NOTICES. All notices, agreements or other communications required hereunder shall be given, and shall be deemed given, when delivered in writing to the address, facsimile or email of the identified Party or Parties set forth below:

Texas Water Development Board Development Fund Manager P.O. Box 13231 Austin, Texas 78711-3231 Telephone: (512) 475-4584 Facsimile: (512) 475-2053 E-mail	Greater Texoma Utility Authority Attn: Drew Satterwhite 5100 Airport Dr. Denton, Texas 75020-8448 Telephone: 903-786-4433 Facsimile E-mail: gtua@gtua.org

SECTION 9. SEVERABILITY. In the event any provision of this Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any of its other provisions.

SECTION 10. AMENDMENTS, SUPPLEMENTS, AND MODIFICATIONS. Other than the changes allowed under Section 3 and Section 5, this Agreement may be amended, supplemented, or modified only in a writing executed by duly authorized representatives of the Parties.

SECTION 11. APPLICABLE LAW. This Agreement and any amendments shall be governed by and construed in accordance with the laws of the State of Texas.

SECTION 12. STATE AUDIT. By executing this Agreement and delivering the Authority Bonds, the Authority accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this Agreement. The Authority shall comply with any directive from the Texas State Auditor and shall cooperate in any such investigation or audit. The Authority agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit.

SECTION 13. FORCE MAJEURE. Either Party to this Agreement may be excused from performance under this Agreement for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, or epidemic, provided that the Party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the Party's control to ensure performance and to shorten the duration of the event of Force Majeure. The Party suffering an event of Force Majeure shall provide notice of the event to the other Party as soon as practicable but not later than five business days after the event. Subject to this provision, such nonperformance shall not be deemed a breach or a ground for termination.

SECTION 14. EFFECTIVE DATE. This Agreement shall be effective as of the date of the last signature below.

SECTION 15. BINDING AGREEMENT. The execution of this Agreement has been authorized by the governing boards of both Parties. The individuals executing this Agreement have the legal authority to bind each respective Party to the terms and conditions of this Agreement. The respective commitments of the TWDB and the Authority set forth above shall be

binding upon the TWDB and the Authority upon both Parties' execution of this Agreement.

[Remainder of Page Intentionally Left Blank]

EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

Greater Texoma Utility Authority

By: _____
Name: Drew Satterwhite
Title: General Manager

Date: _____

TEXAS WATER DEVELOPMENT BOARD

By: _____
Name: Jeff Walker
Title: Executive Administrator
Date: _____

Disclaimer: This is a working document and is provided as a courtesy. All information contained herein is subject to change upon further review of the TWDB.

ATTACHMENT A

TWDB RESOLUTION NO. 22-064

Disclaimer: This is a working document and is provided as a courtesy. All information contained herein is subject to change upon further review of the TWDB.

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
$7,525,000 TO GREATER TEXOMA UTILITY AUTHORITY
FROM THE STATE WATER IMPLEMENTATION REVENUE FUND FOR TEXAS
THROUGH THE PROPOSED PURCHASE OF $7,525,000 GREATER TEXOMA UTILITY
AUTHORITY CONTRACT REVENUE BONDS, PROPOSED SERIES 2022 (COLLIN-GRAYSON
MUNICIPAL ALLIANCE PROJECT)

(22-064)

WHEREAS, the Greater Texoma Utility Authority (Authority) has filed an application for financial assistance in the amount of $7,525,000 from the State Water Implementation Revenue Fund for Texas (SWIRFT) to finance the planning and construction of certain water supply project(s) identified as Project No. 51080 (Project); and

WHEREAS, the Authority seeks financial assistance from the Texas Water Development Board (TWDB) through the TWDB's proposed purchase of $7,525,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2022 (Collin-Grayson Municipal Alliance Project), (together with all authorizing documents "Obligations"), all as is more specifically set forth in the application and in recommendations of the Executive Administrator's staff; and

WHEREAS, the Authority has offered a pledge of contract revenues as sufficient security for the repayment of the Obligations; and

WHEREAS, the commitment is approved for funding under the TWDB's pre-design funding option, and initial and future releases of funds are subject to 31 TAC § 363.1307;

WHEREAS, subject to the Authority's use of an approved debt service structure, interest rate subsidies are available to the Authority for State Fiscal Year 2022 at up to the following levels: 25% for financial assistance for a term of 20 years, 18% for financial assistance for a term of 21 to 25 years, and 14% for financial assistance for a term of 26 to 30 years; and

WHEREAS, the interest rate subsidies provided above are based on assumptions necessary to generate an optimum debt service structure for the anticipated TWDB SWIRFT bond issuance and are subject to modification as necessary to preserve and maintain the integrity of the SWIRFT Program; and

WHEREAS, the TWDB hereby finds:

1. that the application and assistance applied for meet the requirements of Texas Water Code, Chapter 15, Subchapters G and H and 31 TAC Chapter 363, Subchapters A and M;

2. that the Project is a recommended water management strategy project in the State Water Plan adopted pursuant to Texas Water Code § 16.051, in accordance with Texas Water Code § 15.474(a);

3. that a water conservation plan has been submitted and implemented in accordance with Texas Water Code § 16.4021 and 31 TAC § 363.1309(b)(1);

6. that the Authority has acknowledged its legal obligation to comply with any applicable requirements of federal law relating to contracting with disadvantaged business enterprises and any applicable state law relating to contracting with historically underutilized businesses, in accordance with Texas Water Code § 15.435(h) and 31 TAC § 363.1309(b)(3).

NOW THEREFORE, based on these findings, the TWDB resolves as follows:

a commitment is made by the TWDB to Greater Texoma Utility Authority for financial assistance in the amount of $7,525,000 from the State Water Implementation Revenue Fund for Texas, to be evidenced by the TWDB's proposed purchase of $7,525,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2022 (Collin-Grayson Municipal Alliance Project). This commitment will expire on December 31, 2022.

Such commitment is conditioned as follows:

Standard Conditions:

1. this commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand;

2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the Authority has complied with all of the requirements of the laws under which said Obligations were issued, that said Obligations were issued in conformity with the Constitution and laws of the State of Texas, and that said Obligations are valid and binding obligations of the Authority;

3. this commitment is contingent upon the Authority's continued compliance with all applicable laws, rules, policies, and guidance as these may be amended from time to time to adapt to a change in law, in circumstances, or any other legal requirement;

4. this commitment is contingent upon the Authority executing a separate financing agreement, approved as to form and substance by the Executive Administrator, and submitting that executed agreement to the TWDB consistent with the terms and conditions described in the financing agreement;

5. interest rate subsidies for non-level debt service structure are subject to adjustment by the Executive Administrator;

6. the Authority shall use a paying agent/registrar in accordance with 31 TAC § 363.42(c)(2), and shall require the paying agent/registrar to provide a copy of all receipts documenting debt service payments to the TWDB and to the TWDB's designated Trustee;

The Following Conditions Must Be Included in the Obligations:

7. the Obligations must provide that the Obligations can be called for early redemption on any date beginning on or after the first interest payment date that is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption;

8. the Obligations must provide that the Authority will comply with all applicable TWDB laws and rules related to the use of the financial assistance;

9. the Obligations must provide that the Authority must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;

10. the Obligations must contain a provision requiring the Authority to maintain insurance coverage sufficient to protect the TWDB's interest in the project;

11. the Obligations must include a provision wherein the Authority, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the Authority's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the Authority's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the Authority is an obligated person with respect to such bonds under SEC Rule 15c2-12;

12. the Obligations must include a provision requiring the Authority to use any proceeds from the Obligations that are determined to be surplus proceeds remaining after completion of the Project and completion of a final accounting in a manner approved by the Executive Administrator;

13. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;

14. financial assistance proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257;

15. financial assistance proceeds shall not be used by the Authority when sampling, testing, removing, or disposing of contaminated soils and/or media at the Project site. The Obligations shall include an environmental indemnification provision wherein the Authority agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, recycling and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Authority, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project to the extent permitted by law;

16. the Obligations must include a provision stating that the Authority shall report to the TWDB the amounts of Project funds, if any, that were used to compensate historically underutilized businesses that worked on the Project, in accordance with 31 TAC § 363.1312;

17. the Obligations must contain a provision that the TWDB will purchase the Obligations, acting through the TWDB's designated Trustee, and the Obligations shall be registered in the name of Cede & Co. and closed in book-entry-only form in accordance with 31 TAC § 363.42(c)(1);

18. the Obligations must contain a provision stating that the Authority shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter G and Texas Water Code § 17.183;

19. the Obligations must include a provision prohibiting the Authority from using the proceeds of this financial assistance in a manner that would cause the Obligations to become "private activity bonds" within the meaning of § 141 of the Internal Revenue Code as amended (Code) and the Treasury Regulations promulgated thereunder (Regulations);

20. the Obligations must provide that no portion of the proceeds of the financial assistance will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of § 148(a) of the Code and Regulations, including to acquire or to replace funds that were used, directly or

indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) that produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the financial assistance (Source Series Bonds), other than Nonpurpose Investments acquired with:

a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;

b. amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the Regulations; and

c. amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Obligations, 125% of average annual debt service on the Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations;

21. the Obligations must include a provision requiring the Authority take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal government in order to satisfy the requirements of § 148 of the Code. The Obligations must provide that the Authority will:

a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and retain all records of such accounting for at least six years after the final Computation Date. The Authority may, however, to the extent permitted by law, commingle Gross Proceeds of its financial assistance with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;

b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its financial assistance, not less frequently than each Computation Date, in accordance with rules set forth in § 148(f) of the Code, § 1.148-3 of the Regulations, and the rulings thereunder. The Authority shall maintain a copy of such calculations for at least six years after the final Computation Date;

c. as additional consideration for providing financial assistance, and in order to induce providing financial assistance by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners thereof for federal income tax purposes, pay to

the United States the amount described in paragraph (b) above within 30 days after each Computation Date;

d. exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (b) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations;

22. the Obligations must include a provision prohibiting the Authority from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes;

23. the Obligations must provide that the Authority will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of § 149(b) of the Code;

24. the Obligations must contain a covenant that the Authority will refrain from using the proceeds of the Obligations to pay debt service on another issue of obligations of the borrower in contravention of § 149(d) of the Code (related to "advance refundings");

25. the Obligations must provide that neither the Authority nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the Authority by the TWDB;

26. the Obligations must contain a provision requiring that, upon request by the Executive Administrator, the Authority shall submit annual audits of contracting parties for the Executive Administrator's review;

27. the Obligations must contain a provision requiring the Authority to maintain and enforce the contracts with its customers so that the revenues paid to the Authority by its customers are sufficient to meet the revenue requirements of the Authority's obligations arising from the operation of the water system;

28. the Obligations must contain a provision that the pledged contract revenues from the Authority may not be pledged to the payment of any additional parity obligations of the Authority secured by a pledge of the same contract revenues unless the Authority demonstrates to the Executive Administrator's satisfaction that the pledged contract revenues will be sufficient for the repayment of all Obligations and additional parity obligations;

Conditions to Close or for Release of Funds:

29. prior to closing, if not previously provided with the application, the Authority shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel, for the Project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;

30. prior to closing, when any portion of financial assistance is to be held in escrow or in trust, the Authority shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;

31. prior to closing, the Authority's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;

32. prior to closing, the Authority's bond counsel must prepare a written opinion that states that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;

33. the transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the Authority's reasonable expectations regarding the use, expenditure, and investment of the proceeds of the Obligations;

34. the transcript must include evidence that the information reporting requirements of § 149(e) of the Internal Revenue Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of § 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply;

35. prior to closing, the Authority must submit executed contracts between the Authority and the contracting parties regarding the contract revenues pledged to the payment of the Authority's Obligations, in form and substance acceptable to the Executive Administrator. Such contracts shall include provisions consistent with the provisions of this Resolution regarding the contracting parties' annual audits, the setting of rates and charges and collection of revenues sufficient to meet the Authority's debt service obligations and additional parity obligations.

APPROVED and ordered of record this, the 27th day of July 2022.

TEXAS WATER DEVELOPMENT BOARD

Brooke T. Paup

Brooke T. Paup, Chairwoman

DATE SIGNED: July 27, 2022

ATTEST:

Jeff Walker, Executive Administrator

ATTACHMENT B

DESCRIPTION OF BORROWER BONDS

Title of Borrower Bonds:

Project Name:

Project Number:

Aggregate Principal Amount of Borrower Bonds:

Anticipated Closing Date:

Dated Date:

First Principal Payment Date:

First Interest Payment Date:

Maturity Schedule:

Maturity	Principal Amount

ATTACHMENT C

FINANCING SCHEDULE*

DATE	ACTION
07/27/2022	**TWDB approval of commitments**
09/5/2022	*Labor Day Holiday***
Noon 09/9/2022	**Due date for TWDB to receive signed financing agreement from political subdivision**
09/13/2022	***Financing agreement – last day to execute (14 days prior to initiation of pricing)***
09/20/2022	Financing agreement (Sec. 4A) -last day political subdivisions can terminate without penalty (7 days prior to initiation of pricing)
09/20/2022	Financing agreement (Sec. 5) -last day political subdivisions can modify maturity schedule (7 days prior to initiation of pricing)
09/22/2022	Financing agreement (Sec. 4B) -last day political subdivisions can terminate with costs of issuance (5 days prior to initiation of pricing)
09/27/2022	Financing agreement (Sec. 4C) -before 9:00 a.m. political subdivisions can terminate with costs of issuance and 1% penalty (1 day prior to pricing).
09/27/2022	**TWDB bond pricing initiation (pre-pricing begins)**
09/28/2022	**TWDB bond pricing**
10/6/2022	TWDB approves interest rates available to political subdivisions
Various	Political subdivisions adopt bond resolutions and/or master agreements
Various	Political subdivisions submit transcripts to Texas Attorney General in preparation of closing
10/10/2022	*Columbus Day Holiday (TWDB open)***
10/13/2022	TWDB bond closing *(political subdivisions must close within 56 days)*
10/14 to 12/8/2022	Closings on political subdivision obligations
11/11/2022	*Veteran's Day Holiday***
11/24/2022	*Thanksgiving Holiday***
11/25/2022	*Thanksgiving Holiday***
12/8/2022	**Last day to close on political subdivision obligations**
12/9/2022	Financing agreement (Sec. 4D) -penalty applied to any political subdivision failing to issue debt Start of post-pricing termination payment period (includes costs of issuance, underwriters' discount and 5% penalty)
03/7/2023	Last due date for payment of penalties

**Preliminary, subject to change*
***State agency holidays are reflected to show when TWDB is closed; they are counted towards deadlines.*

Disclaimer: This is a working document and is provided as a courtesy. All information contained herein is subject to change upon further review of the TWDB.

Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Alan Guard

AGENDA ITEM:
Consider/Discuss/Action of an Ordinance authorizing the issuance and sale of City of Anna, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022; Levying an annual ad valorem tax and providing for the security for and payment of said Certificates of Obligation; approving an Official Statement; and enacting other provisions relating to the subject. (Finance Director Alan Guard)

SUMMARY:
The City Council will approve an ordinance authorizing the issuance and sale of Certificates of Obligation in the amount of $65 million for the construction of the Hurricane Creek Wastewater Treatment Plant; levying any annual ad valorem tax needed and providing for the security for and payment of said Certificates of Obligation; approving the Officlal Statement; and enacting other provisions.

These Certificates of Obligation will be used to pay for design and construction of the Hurricane Creek Wastewater Treatment Plant. A variety of funding sources will be used to repay this debt including impact fees and wastewater rates charged to our retail customers. The City uses it full faith and obligation taxing authority to receive a lower interest rate on the CO's. Bids will be taken on September 13, 2002. Representatives from Hilltop Securities, the City's financial advisors will present the outcome of the bid process.

FINANCIAL IMPACT:
The repayment of these bonds have been included in the utility rate model and will have an impact on sewer rates over time. The ultimate increase to rates will be determined by future growth as well as the payments by wholesale users, and the use of impact fees to minimize rate increases to Anna neighbors.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:
Approve the Ordinance.

ATTACHMENTS:

1. CO Ordinance v1

APPROVALS:

Alan Guard, Director of Finance	Created/Initiated - 9/1/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

CITY OF ANNA

ORDINANCE NO. ___-2022

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ANNA, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES OF OBLIGATION; APPROVING AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT.

THE STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF ANNA §

WHEREAS, the City Council of the City of Anna, Texas, deems it advisable to issue Certificates of Obligation in the amount and for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code and Chapter 1502, Texas Government Code;

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Clerk to give notice of intention to issue Certificates of Obligation, and said notice has been both (i) duly posted in a prominent location on the Issuer's website, and (ii) duly published in a newspaper of general circulation in said city, said newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code;

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be to the best interest of the City that said interest-bearing Certificates of Obligation be issued; and

WHEREAS, It is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and

effect as if set forth in this Section. The certificates of the City of Anna, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of $_____ for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) acquiring, constructing, installing, and equipping additions, improvements, extensions, and equipment for the Issuer's sewer system, including wastewater treatment plant and related infrastructure improvements and the acquisition of land and interests in land as necessary therefor; and (ii) legal, fiscal and engineering fees in connection with such projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF ANNA, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2022," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated September 1, 2022, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the Initial Purchaser as described in Section 9 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years	Principal Amounts	Interest Rates	Years	Principal Amounts	Interest Rates
2025			2034		
2026			2035		
2027			2036		
2028			2037		
2029			2038		
2030			2039		
2031			2040		
2032			2041		
2033			2042		

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints Regions Bank, Houston, Texas, to serve as paying agent and registrar for the Certificates (the "Paying Agent/Registrar"). The Mayor and Mayor Pro Tem, the City Manager, Finance Director, City

Secretary and all other officers, employees and agents of the Issuer, and each of them, are authorized and directed to execute and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the

Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a certificated Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Issuer Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Blanket Issuer Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee,

or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the Initial Purchaser or its designee, executed by manual or facsimile signature of the Mayor (or in the Mayor's absence, Mayor Pro-Tem or Deputy Mayor Pro-Tem) and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Initial Purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall insert the Issuance Date on Certificate No. T-1, shall cancel the initial Certificate and deliver to The Depository Trust Company ("DTC") on behalf of the Initial Purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R-

PRINCIPAL AMOUNT $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF ANNA, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2022

Interest Rate	Delivery Date	Maturity Date	CUSIP No.
	October 11, 2022	February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Anna, in Collin County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on February 15, 2023 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of Regions Bank, Houston, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying

Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated September 1, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____ for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) acquiring, constructing, installing, and equipping additions, improvements, extensions, and equipment for the Issuer's sewer system, including wastewater treatment plant and related infrastructure improvements and the acquisition of land and interests in land as necessary therefor; and (ii) legal, fiscal and engineering fees in connection with such projects (collectively, the "Project").

ON FEBRUARY 15, 2032, or any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on February 15 in the years 20__ and 20__ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a

price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Certificate Maturity: February 15, 20__		Term Certificate Maturity: February 15, 20__	
Mandatory Redemption Date	Principal Amount	Mandatory Redemption Date	Principal Amount
February 15, 20__		February 15, 20__	
February 15, 20__		February 15, 20__	
February 15, 20__		February 15, 20__	
February 15, 20__		February 15, 20__	
February 15, 20__		February 15, 20__	

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this

Certificate have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the surplus net revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or any part of the net revenues of the Issuer's waterworks and sewer system, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

Regions Bank, Houston, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and _____

_____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip _____

_____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

_____, attorney, to register the transfer of

the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

_____

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ANNA, TEXAS, in Collin County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Amounts	Interest Rates

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2023, and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 5. TAX LEVY; INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. Any amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year

while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures or is scheduled for redemption, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by and payable from surplus revenues of the Issuer's waterworks and sewer system (the "System") that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue bonds or other obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the System, such revenues constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available funds are actually on deposit, or Surplus Revenues are budgeted for deposit as hereinafter provided, in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to subsection (a) of this section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit, or Surplus Revenues budgeted for deposit as hereinafter provided, in the Interest and Sinking Fund. However, if the Surplus Revenues are budgeted for deposit into the Interest and Sinking Fund, the Issuer:

(i) shall transfer and deposit in the Interest and Sinking Fund each month an amount of not less than $1/12^{th}$ of the annual debt service on the Certificates to be paid from Surplus Revenues until the amount on deposit in the Interest and Sinking Fund, together with the amount of ad valorem taxes levied for the Interest and Sinking Fund, equals the amount required for annual debt service on the Certificates;

(ii) shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Certificates; and

(iii) shall at all times maintain and collect sufficient System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System, produce net revenues in an amount not less than the debt service requirements of all outstanding System revenue bonds of the Issuer and other

obligations of the Issuer which are secured in whole or in part by a pledge of revenues of the System, for which the Issuer is budgeting the repayment of such obligations from the revenues of the System, or the Issuer shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds except System rates and charges, sufficient for the repayment of System debt service requirements.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following

the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner

shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement Certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or

the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with B

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less, or, in the case of refunding bonds, for a period of 90 days or less, until such proceeds are needed for the purpose for which the Certificates or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury (the "Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have

been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the holders of the Certificates. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the City Manager and Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

Section 9. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Certificates are hereby sold and shall be delivered to _____ (the "Initial Purchaser") for cash at a purchase price of $_____ (representing the par value of the Certificates, plus a cash premium of $_____), pursuant to the terms and provisions of an Official Notice of Sale and Bidding Instructions, Official Bid Form, and Preliminary Official Statement in substantially the form presented at this meeting, which the Mayor is hereby authorized to execute and deliver. The Initial Certificate shall be delivered to the Initial Purchaser, and the Initial Purchaser shall have the right to exchange the Initial Certificate as provided in Section 3 hereof without cost. The Initial Certificate shall be registered in the name of the Initial Purchaser or the Initial Purchaser's nominee. It is officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

(b) It is hereby officially found, determined and declared that the Certificates have been sold in a public sale to the Initial Purchaser, after receiving sealed bids pursuant to an Official Notice of Sale Bidding Instructions and Official Bid Form. Before being awarded the winning bid, the Initial Purchaser certified to the Issuer in the Official Bid Form that either it filed the disclosure form required under Section 2252.908, Texas Government Code, or that it is exempt from the disclosure form filing requirements of the Texas Ethics Commission pursuant to Section 2252.908(c)(4), Texas Government Code. The sale of the Certificates to the Initial Purchaser was on terms that are most advantageous to the Issuer reasonably obtained and, upon the advice of the Issuer's financial advisor, is in the best interests of the Issuer.

(c) The City Council hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto (the "Official Statement"), and approves the distribution of such Official Statement in the reoffering of the Certificates by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed. The City Council also hereby approves the form and content of both the Official Notice of Sale and Bidding Instructions and the Official Bid Form, and hereby ratifies and confirms the use of the Official Notice of Sale and Bidding Instructions and Official Bid Form for the solicitation of bids on the Certificates prior to the date hereof.

(d) The Mayor and Mayor Pro Tem, Deputy Mayor Pro-Tem, City Manager, Finance Director, and City Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the Initial Purchaser to accept delivery of the Certificates is subject to the Initial Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the Initial Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND; SECURITY FOR DEPOSITS.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2022 Certificate of Obligation Construction Fund" (the "Construction Fund") for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Annual Reports. The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within twelve months after the end of each fiscal year, financial information and operating data with respect to the Issuer of the general type included in the Official Statement under Tables 1 through 5 and 7 through 14 and in APPENDIX B, which is the Issuer's audited financial statement. The Issuer will update and provide the information in the numbered tables within six months after the end of each fiscal year ending in and after 2022. The Issuer will additionally provide audited financial statements within 12 months after the end of each fiscal year ending in or after 2022. Any financial information so to be provided shall be (1) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within such period, then the Issuer shall provide unaudited financial information of the type described in the numbered tables above within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Event Notices. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax-exempt status of the Certificates, or other material events affecting the tax-exempt status of the Certificates;
7. Modifications to rights of certificateholders, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15 Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16 Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give the notice required by Subsection (d) hereof of any Certificate calls and defeasance that cause the Issuer to no longer be such an "obligated person".

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of

the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

(e) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

(i) "MSRB" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

(ii) "Rule" means SEC Rule 15c2 12, as amended from time to time.

(iii) "SEC" means the United States Securities and Exchange Commission.

(iv) "Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in the City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the

holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or agents of the City or the City Council.

Section 16. APPROPRIATION. To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 19. REIMBURSEMENT. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

SIGNED AND SEALED ON SEPTEMBER 13, 2022

Carrie L. Land, City Secretary	Nate Pike, Mayor

(City Seal)

Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Alan Guard

AGENDA ITEM:
Consider/Discuss/Action of an Ordinance authorizing the issuance and sale of City of Anna, Texas General Obligation Bonds, Series 2022; levying an annual ad valorem tax and providing for the security for and payment of said Bonds; approving an Official Statement; and enacting other provisions relating to the subject. (Finance Director Alan Guard)

SUMMARY:
The City Council will approve an ordinance authorizing the issuance and sale of General Obligation bonds, levying an annual ad valorem tax and providing for the security for and payment of said bonds; approving the Official Statement, and other provisions.

In May 2021, the voters of Anna approved three bond propositions. These propositions included a new fire station and fire equipment, a library/community center, and park and recreation facilities. The first sale of bonds occurred in July of 2021 for the design of the fire station and acquisition of the fire equipment, design of the library, and design and construction of a wheels park. This bond sale is for the completion of the fire station, initial construction of the library/community center, and construction of parks and recreation facilities. The total amount of the sale is approximately $34 million. The bonds are being sold through a competitive bid process. Bids will be taken on September 13, 2022. Representatives from Hilltop Securities, the City's financial advisors will present the outcome of the bid process.

FINANCIAL IMPACT:
Approving these bonds does not increase the property tax rate for FY 2023.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy
Goal 3: Anna - A Great Place to Live

STAFF RECOMMENDATION:
Approve the Ordinance.

ATTACHMENTS:

1. Bond Ordinance v1

APPROVALS:

Alan Guard, Director of Finance	Created/Initiated - 9/1/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

CITY OF ANNA

ORDINANCE NO. ___-2022

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ANNA, TEXAS GENERAL OBLIGATION BONDS, SERIES 2022; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF ANNA §

WHEREAS, a portion of the bonds hereinafter authorized represent the issuance of a portion of the bonds lawfully and favorable voted and approved by voters of the City of Anna, Texas (the "Issuer") at an election held in the Issuer on May 1, 2021 (the "Election"), as follows:

Prop No.	Purpose	Total Voted Amount	Amount Previously Issued	Amount Being Issued	Amount Remaining Unissued
A	Fire Protection	$ 8,000,000.00	$4,360,000.00		
B	Community Library	$22,000,000.00	$2,700,000.00		
C	Parks and Recreation	$28,000,000.00	$1,500,000.00		
		$58,000,000.00	$8,560,000.00		

WHEREAS, the City Council deems it necessary and advisable to authorize, issue and deliver $_____ of said voted bond authorization from the Election for the purposes stated in the preceding paragraph, thereby leaving a balance of voted but unissued bonds from the Election of $_____; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to Chapter 1331, Texas Government Code, as amended, and other applicable laws; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Ordinance has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS; DEFINITIONS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bonds of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of $_____ with the proceeds of such being used for the public purposes of (i) constructing and acquiring a fire station and related improvements and equipment, (ii) acquiring, designing, construction and equipping a community library that includes multipurpose meeting spaces and classrooms, (iii) acquiring, designing, constructing, and equipping parks and recreation facilities, including without limitation land acquisition, feasibility studies, park improvements, recreation and sports facilities, and trails, and (iv) paying costs of issuance of the Bonds (collectively, the "Projects").

(b) DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following term shall have the meaning specified below:

"Bonds" means all Bonds issued pursuant to this Ordinance, including the Initial Bond and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Delivery Date" shall mean the date of delivery of the Bonds to the Initial Purchaser (as defined in Section 14 hereof) against payment therefor.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, INTEREST RATES AND MATURITIES OF BONDS; APPLICATION OF PREMIUM OR DISCOUNT.

(a) Each Bond issued pursuant to this Ordinance shall be designated "CITY OF ANNA, TEXAS GENERAL OBLIGATION BOND, SERIES 2022" (the "Bonds"), and initially there shall be issued, sold and delivered hereunder one fully registered Bond, without interest coupons, dated September 1, 2022, in the entire principal amount of the Bonds, numbered T-1, and in the denomination hereinafter stated (the "Initial Bond"), with Bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner").

(b) Interest on the Bonds shall accrue from the Delivery Date and shall be payable February 15 and August 15 of each year, commencing February 15, 2023. The Bonds shall mature and be payable on the Maturity Dates and in the Principal Amounts, respectively, and shall bear interest in the manner provided, on the dates stated, and from the dates set forth, in the FORM OF BOND set forth in EXHIBIT B of this Ordinance to their respective Maturity Dates or redemption prior to maturity at the rates per annum, as set forth in the following schedule.

Maturity Date (Feb. 15)	Principal Amount ($)	Interest Rate (%)	Maturity Date (Feb. 15)	Principal Amount ($)	Interest Rate (%)

2023	2033
2024	2034
2025	2035
2026	2036
2027	2037
2028	2038
2029	2039
2030	2040
2031	2041
2032	2042

Section 3. CHARACTERISTICS OF THE BONDS. (a) The Issuer shall keep or cause to be kept at the corporate trust office of Regions Bank, Houston, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Bonds"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall at all times maintain an office in the State of Texas or shall keep a copy of the Registration Books in the State of Texas.

(b) The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in EXHIBIT B of this Ordinance. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in EXHIBIT B of this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Except as provided in subsection (e) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond or portion

thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Texas Government Code Chapter 1201, Subchapter D, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Ordinance, approved by the Office of the Attorney General of the State of Texas (the "Attorney General"), and registered by the Comptroller of Public Accounts of the State of Texas (the "Comptroller").

(d) The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds.

(e) The Bonds (i) shall be issued in fully-registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Bonds, (iv) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 35 days prior to any such redemption date), (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in EXHIBIT B of this Ordinance. The Initial Bond is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(f) The Issuer covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be a single entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 45 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the

Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Initial Purchaser (as defined in Section 14 hereof) or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the Issuer, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such Initial Purchaser one registered definitive Bond for each maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

(h) With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and money sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed will have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice will state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not fulfilled, such notice will be of no force and effect, the Issuer will not redeem such Bonds, and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Bonds have not been redeemed.

Section 4. DTC REGISTRATION. The Bonds initially shall be issued and delivered in such manner that no physical distribution of the Bonds will be made to the public, and The Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Bonds. DTC has represented that it is a limited purpose trust company incorporated under the law of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the Issuer accepts, but in no way verifies, such representations. Immediately upon delivery of the Initial Bond to the Initial Purchaser, the Paying Agent/Registrar shall cancel such Initial Bond, and substitute Bonds shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. It is expected that DTC will hold the Bonds on behalf of the Initial Purchaser and its respective participants. So long as each Bond is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system that will identify ownership of the Bonds in integral amounts of $5,000, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Bonds initially deposited with DTC shall be immobilized and not be further

exchanged for substitute Bonds except as hereinafter provided. The Issuer is not responsible or liable for any function of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Bonds. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Bonds, and the method of paying the fees and charges of DTC. The Issuer does not represent, nor does it in any respect covenant that the initial book-entry system establishment with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Bonds is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Bonds will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Bonds. To effect the establishment of the foregoing book-entry system, the Mayor and the City Administrator of the Issuer are hereby authorized to execute a "Blanket Issuer Letter of Representations" in the form provided by DTC to evidence the Issuer's intent to establish said book-entry system.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller to be attached only to the Initial Bond, shall be, respectively, substantially in the form provided in EXHIBIT B attached hereto, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

Section 6. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 7. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section 7, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 7(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the Registered Owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 7(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the

same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Texas Government Code Chapter 1201, Subchapter D, this Section 8 of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is

hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3 of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION AND ENGAGEMENT OF BOND COUNSEL AND FINANCIAL ADVISOR; CUSIP NUMBERS.

(a) The Mayor of the Issuer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General, and their registration by the Comptroller. Upon registration of the Bonds said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds.

(b) The obligation of the Initial Purchaser to accept delivery of the Bonds is subject to the Initial Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Initial Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor of the Issuer, and the Mayor is hereby authorized to execute such engagement letter.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying

arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with:

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less, or, in the case of refunding bonds, for a period of 90 days or less, until such proceeds are needed for the purpose for which the Bonds or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148 1(b) of the rules and regulations of the United States Department of the Treasury (the "Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs its Mayor, City Manager, and/or Finance Director to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 11. DISPOSITION OF PROJECTS. The Issuer covenants that the property financed or refinanced with the proceeds of the Bonds (the "Projects") will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-

recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the Projects comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 12. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE IMPROVEMENT PROJECTS. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the Improvement Projects on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Improvement Projects are completed. The foregoing notwithstanding, the Issuer shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 13. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2022 General Obligation Bonds Construction Fund" (the "Construction Fund") for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Improvement Projects as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 6 of this Ordinance.

(b) The Issuer may invest proceeds of the Bonds (including investment earnings thereon) issued for Improvement Projects and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 14. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT.

(a) The Bonds are hereby sold and shall be delivered to _____ (the "Initial Purchaser") for the purchase price of $_____, representing the aggregate principal amount

of the Bonds of $_____, plus a cash premium of $_____, pursuant to the terms of the Notice of Sale and Bidding Instructions, Official Bid Form, and Preliminary Official Statement dated as of [September 1], 2022. The Bonds shall initially be registered in the name of such Initial Purchaser or its designee. It is officially found, determined, and declared that the Bonds have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to the Notice of Sale and Bidding Instructions, Official Bid Form, and Preliminary Official Statement prepared and distributed in connection with the sale of the Bonds. Said Notice of Sale and Bidding Instructions, Official Bid Form, and Preliminary Official Statement, and any addenda, supplement, or amendment thereto have been and are hereby approved by the governing body of the Issuer, and their use in the offer and sale of the Bonds is hereby approved.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement, prior to the date hereof is hereby ratified and confirmed.

Section 15. INTEREST EARNINGS ON BOND PROCEEDS; USE OF ACCRUED INTEREST AND PREMIUM RECEIVED FROM SALE OF BONDS.

(a) Interest Earnings. Interest earnings derived from the proceeds deposited to the Issuer's construction fund shall be retained therein and used for the purpose of constructing the Improvement Projects, provided that after the completion of the Improvement Projects, any amounts remaining therein shall be deposited to the Interest and Sinking Fund for the Bonds. It is further provided, however, that any interest earnings on bond proceeds that are required to be rebated to the United States of America pursuant to Section 10 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) Use of Accrued Interest and Premium. There is no accrued interest received from the sale of the Bonds. The Bonds are being sold at a cash premium of $_____, which cash premium is being applied as follows: the amount of $_____ being deposited to the Construction Fund authorized by Section 13 hereof for the purpose of paying lawful costs of the Projects, and the amount of $_____ being applied to pay the costs of issuance. Therefore, the voted authorization of Bonds which are being issued pursuant to the Election is $_____ ($_____ in principal amount, plus $_____ in premium being allocated to the Construction Fund) with the balance of voted but unissued bonds authorized at the Election being $_____.

Section 16. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i)

cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all

holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future holders of the same bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such bonds on the registration books kept by the Paying Agent/Registrar.

Section 17. FURTHER PROCEDURES. The Mayor (or in the Mayor's absence, Mayor Pro-Tem or Deputy Mayor Pro-Tem) and City Secretary of the Issuer, the City Manager of the Issuer, and the Finance Director of the Issuer shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Blanket Issuer Letter of Representations with DTC regarding the Book-Entry-Only System, a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Blanket Issuer Letter of Representations, the Bonds, the Bond Purchase Agreement, the sale of the Bonds and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry-Only System and to the extent permitted by law, the Blanket Issuer Letter of Representation is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 18. COMPLIANCE WITH RULE 15c2-12.

(a) Annual Reports. The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within twelve months after the end of each fiscal year, financial information and operating data with respect to the Issuer of the general type included in the Official Statement under Tables 1 through 5 and 7 through 14 and in APPENDIX B, which is the Issuer's audited financial statement. The Issuer will update and provide the information in the numbered tables within six months after the end of each fiscal year ending in and after 2022. The Issuer will additionally provide audited financial statements within 12 months after the end of each fiscal year ending in or after 2022. Any financial information so to be provided shall be (1) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be

required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within such period, then the Issuer shall provide unaudited financial information of the type described in the numbered tables above within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Event Notices. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of bondholders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement,

or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);

13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15 Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16 Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give the notice required by Subsection (d) hereof of any Bond calls and defeasance that cause the Issuer to no longer be such an "obligated person".

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER

NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(e) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

(i) "MSRB" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

(ii) "Rule" means SEC Rule 15c2 12, as amended from time to time.

(iii) "SEC" means the United States Securities and Exchange Commission.

(iv) "Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an

existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

Section 19. APPROPRIATION. To pay the debt service coming due on the Bonds prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 20. INCONSISTENT PROVISIONS. All ordinances, orders, or resolutions of the City Council, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 21. GOVERNING LAW. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 22. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 23. CONTINUED PERFECTION OF SECURITY INTEREST. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the Issuer under Section 6 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under Section 6 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 24. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance

with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

Section 25. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer or the City Council of the Issuer, as appropriate for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

Section 26. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or directors of the Issuer or the City Council of the Issuer.

[Remainder of page intentionally left blank]

PASSED, APPROVED AND EFFECTIVE this September 13, 2022.

ATTEST:

_____
Nate Pike, Mayor, City of Anna, Texas

_____
Carrie L. Land, City Secretary, City of Anna, Texas

[CITY SEAL]

Signature Page to
AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ANNA, TEXAS GENERAL OBLIGATION BONDS, SERIES 2022; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

EXHIBIT A

FORM OF BOND

(a) Form of Bond. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller to be attached only to the Initial Bond, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF ANNA, TEXAS GENERAL OBLIGATION BOND, SERIES 2022	PRINCIPAL AMOUNT $_____

INTEREST RATE	DELIVERY DATE	MATURITY DATE	CUSIP NO.
	October 11, 2022	February 15, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, CITY OF ANNA, TEXAS in Collin County, Texas (the "*Issuer*"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "*Registered Owner*") the principal amount set forth above, and to pay interest thereon from the Delivery Date set forth above, on February 15, 2023 and on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust office of Regions Bank in Houston, Texas which is the "*Paying Agent/Registrar*" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof

on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of the Bonds (the "*Bond Ordinance*") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the last business day of the month next preceding each such date (the "*Record Date*"), on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated as of September 1, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____ for the public purposes of (i) constructing and acquiring a fire station and related improvements and equipment, (ii) acquiring, designing, construction and equipping a community library that includes multipurpose meeting spaces and classrooms, (iii) acquiring, designing, constructing, and equipping parks and recreation facilities, including without limitation land acquisition, feasibility studies, park improvements, recreation and sports facilities, and (iv) paying costs of issuance of the Bonds.

ON FEBRUARY 15, 2032, or any date thereafter, the Bonds of this series maturing on and after February 15, 2033 may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE BONDS scheduled to mature on February 15 in the years 20__, and 20__ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Bonds Maturing February 15, 20__		Bonds Maturing February 15, 20__	
Year	Principal Amount ($)	Year	Principal Amount ($)
20__		20__	
20__[1]		20__[1]	

[1] Stated maturity.

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST THIRTY days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the day such notice of redemption is mailed and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written

notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of $5,000 in principal amount or any integral multiple thereof. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Bonds (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER ALSO HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

City Secretary	Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Date of authentication: _____

Regions Bank
Houston, Texas
Paying Agent/Registrar

By:_____
Authorized Signatory

(c) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto:

_____

Please insert Social Security or Taxpayer Identification Number of Transferee

_____

Please print or type name and address, including zip code of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints: _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller.

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of City of Anna, Texas, and that this Bond has this day been registered by me.

WITNESS MY SIGNATURE AND SEAL this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

(f) Insertions for the Initial Bond.

The initial Bond shall be in the form set forth in paragraph (a) of this Form of Bond, except that:

(A) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

(B) the first paragraph shall be deleted and the following will be inserted:

"CITY OF ANNA, TEXAS (the "Issuer"), being a political subdivision located in Collin County, Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the dates, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

[Information from Section 2(b) of the Bond Ordinance to be inserted]

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2023 and on each August 15 and February 15 thereafter to the date of payment of the Principal Amounts specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

(C) The Initial Bond shall be numbered "T-1."

Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Joey Grisham

AGENDA ITEM:
First Reading of a Resolution approving the Fiscal Year 2022-2023 Anna Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

SUMMARY:
Two readings of the resolution are required prior to adopting the CDC Budget. The resolution is included in the proceeding item adopting the CDC Budget. The CDC Board approved the proposed FY 2023 budget on July 21, 2022. This is the first reading of the resolution. The presiding officer should read the following:

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2022-2023 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL IMPACT:
N/A

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
1. Growing the Anna Economy

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Kimberly Garduno, Economic Development Coordinator	Created/Initiated - 9/6/2022
Jim Proce, City Manager	Final Approval - 9/8/2022

Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Second Reading of a Resolution approving the Fiscal Year 2022-2023 Anna Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

SUMMARY:

This is the second reading of the FY 2023 CDC Annual Budget resolution. The presiding officer should read the following:

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2022-2023 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

1. Growing the Anna Economy

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Kimberly Garduno, Economic Development Coordinator	Created/Initiated - 9/6/2022
Jim Proce, City Manager	Final Approval - 9/8/2022

Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution approving the Fiscal Year 2022-2023 Anna Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

SUMMARY:

Staff proposed a $2,922,673 FY 2023 Budget, and it was approved by the CDC Board on July 21, 2022. Sales tax revenues remain strong, giving the CDC more funding for projects. The FY 2023 Budget is focused heavily on the Downtown Master Plan implementation and continuing to attract new businesses and developments to Anna.

FINANCIAL IMPACT:

$2,922,673 CDC FY23 Budget

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing the Anna Economy

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. Council CDC Budget Resolution FY2023
2. FY2023 Line Item Detail CDC EDC
3. CDC Adopting FY 2022-2023 Budget Resolution_Signed

APPROVALS:

Kimberly Garduno, Economic Development Coordinator	Created/Initiated - 9/6/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2022-2023 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas is a home-rule municipality located in Collin County, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas, and

WHEREAS, the Anna Community Development Corporation, hereinafter the "ACDC" is a Type B development corporation operating pursuant to the Development Corporation Act of 1979 now codified as Chapter 505 of the Texas Local Government Code; and

WHEREAS, the ACDC Board of Directors approved the Fiscal Year 2022-2023 Budget at a special-called meeting on July 21, 2022; and

WHEREAS, the City of Anna desires to approve and ratify such said ACDC Budget.

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

Section 1. **Recitals Incorporated**

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

Section 2. **Adoption of Fiscal Year 2022-2023 Budget**

The City Council of the City of Anna, Texas hereby approves the Anna Community Development Corporation 2022-2023 Fiscal Year Budget as set forth in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth in full.

PASSED AND APPROVED by the City Council of the City of Anna, Texas this 13th day of September 2022.

APPROVED:

_____
Nate Pike, Mayor

ATTEST:

_____
Carrie L. Land, City Secretary

Budget Listing

ANNA, TX

For Fiscal: 2022-2023 Period Ending: 10/31/2022

Account Number	Account Name	2022-2023 PB 2022-2023			
Fund: 890 - Community Development Corporation					
890-400-98100	Transfers Out	0.00			
890-825-61010	Salaries	353,203.00			
890-825-61019	Miscellaneous Payroll	0.00			
890-825-61110	Payroll Taxes-City Part FICA	27,021.00			
890-825-61210	Health Insurance	36,009.00			
890-825-61220	TMRS Retirement	49,758.00			
890-825-61230	Unemployment	750.00			
890-825-61240	Worker's Compensation	1,589.00			
890-825-62011	Office Supplies	2,500.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	basic needs		1.00	2,500.00	2,500.00
890-825-62012	Other Supplies - Misc.	4,500.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	meals, meetings supplies, or other administrative		1.00	4,500.00	4,500.00
890-825-62210	Postage	100.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	mailing bills, etc		1.00	100.00	100.00
890-825-62310	Clothing Supplies	1,500.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	new logo, new councilmembers, new board members		1.00	1,500.00	1,500.00
890-825-62910	IT Supplies	4,500.00			
890-825-66040	Telecom	0.00			
890-825-67000	Contract Services	492,248.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	CDC Share of Budget and Financial Services		1.00	4,800.00	4,800.00
PB 2022-2023	Cooksey Marketing Plan & Website Hosting		1.00	75,000.00	75,000.00
PB 2022-2023	Costar		1.00	6,000.00	6,000.00
PB 2022-2023	Downtown Plan Implementation		1.00	350,000.00	350,000.00
PB 2022-2023	Impact Data Source		1.00	6,148.00	6,148.00
PB 2022-2023	Navi Retail Attraction Plan		1.00	42,000.00	42,000.00
PB 2022-2023	Residential Strategies		1.00	2,000.00	2,000.00
PB 2022-2023	Resimplifi Real Estate Data		1.00	4,800.00	4,800.00
PB 2022-2023	Revenue Bonds		1.00	1,500.00	1,500.00
890-825-67016	Promotion Expense	200,000.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Chamber Event Sponsorship		1.00	7,500.00	7,500.00
PB 2022-2023	Development Forum Event		1.00	2,500.00	2,500.00
PB 2022-2023	Marketing Plan Implementation - digital, social, p		1.00	190,000.00	190,000.00
890-825-67019	Legal Expense	22,000.00			
890-825-67020	Audit Expense	7,500.00			

Account Number	Account Name	2022-2023 PB 2022-2023			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	CPA services - audit, 990, 1099s		1.00	7,500.00	7,500.00
890-825-67022	Engineering	0.00			
890-825-67031	Public Notices - Advertising	250.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	publish notices		1.00	250.00	250.00
890-825-67053	Economic Development Grant Expense	1,484,990.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Hotel		1.00	209,990.00	209,990.00
PB 2022-2023	Other Targeted Area Economic Development Grants		1.00	750,000.00	750,000.00
PB 2022-2023	Sales Tax Reimbursement agreement with Chief Partn		1.00	525,000.00	525,000.00
890-825-67058	Insurance - Property & Liability	0.00			
890-825-67061	Dues, Publications & Licenses	9,200.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Anna Chamber of Commerce Membership		1.00	3,000.00	3,000.00
PB 2022-2023	Dallas Morning News		1.00	175.00	175.00
PB 2022-2023	DBJ		1.00	350.00	350.00
PB 2022-2023	ICMA/TCMA for TL and KG		2.00	400.00	800.00
PB 2022-2023	ICSC		10.00	50.00	500.00
PB 2022-2023	ICSC		50.00	10.00	500.00
PB 2022-2023	IEDC		3.00	350.00	1,050.00
PB 2022-2023	NAIOP		1.00	600.00	600.00
PB 2022-2023	NTCAR		1.00	450.00	450.00
PB 2022-2023	TEDC		1.00	75.00	75.00
PB 2022-2023	TEDC		3.00	500.00	1,500.00
PB 2022-2023	Texas Downtown Association		1.00	200.00	200.00
890-825-67200	Travel/Training Expense	31,190.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Bisnow Event Registrations		1.00	1,000.00	1,000.00
PB 2022-2023	International Council of Shopping Centers Annual C		1.00	11,500.00	11,500.00
PB 2022-2023	International Council of Shopping Centers Texas Co		1.00	6,000.00	6,000.00
PB 2022-2023	International Economic Development Council Annual		2.00	1,250.00	2,500.00
PB 2022-2023	OU EDI Courses for AD		2.00	595.00	1,190.00
PB 2022-2023	Texas City Managers Assn. Annual Meeting		2.00	500.00	1,000.00
PB 2022-2023	Texas Downtown Association Conference (San Marcos)		1.00	1,000.00	1,000.00
PB 2022-2023	Texas Economic Development Council Annual Conferen		2.00	2,000.00	4,000.00
PB 2022-2023	Texas Women in Economic Development Conference		2.00	1,000.00	2,000.00
PB 2022-2023	Texas Womens Leadership Institute		1.00	1,000.00	1,000.00
890-825-67790	Interest Expense	93,865.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Bond Debt Series 2012-B August payment		1.00	17,902.50	17,902.50
PB 2022-2023	Bond Debt Series 2012-B February payment		1.00	19,552.50	19,552.50
PB 2022-2023	Bond Debt Series 2016 (Business Park) Aug		1.00	28,205.00	28,205.00
PB 2022-2023	Bond Debt Series 2016 (Business Park) Feb		1.00	28,205.00	28,205.00
890-825-67850	Bad Debt Expense	0.00			
890-825-67950	Bond Fees	0.00			
890-825-67999	Other Services - Misc.	0.00			
890-825-69010	Construction in Progress	0.00			

Account Number	Account Name	2022-2023 PB 2022-2023
890-825-69110	Machinery & Equipment	0.00
890-825-69310	Land & Improvements	0.00
890-825-71090	Debt-Service Principal	100,000.00

Budget Detail

Budget Code	Description	Units	Price	Amount
PB 2022-2023	Bond Debt Series 2012-B	1.00	100,000.00	100,000.00

890-825-71221	Bond Fees	0.00
890-825-71490	Other Financing Use - Debt Refundings	0.00
890-825-98100	Transfers Out	0.00
	Total Fund: 890 - Community Development Corporation:	**2,922,673.00**

Account Number	Account Name	2022-2023 PB 2022-2023			
Fund: 900 - Economic Development Corporation					
900-826-62012	Other Supplies - Misc.	0.00			
900-826-62210	Postage	0.00			
900-826-63012	Maint. & Repair - Buildings	3,000.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	MIsc building Maintanence and Repairs - 312 N Powe		1.00	3,000.00	3,000.00
900-826-66010	Electricity	3,500.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Based on three year history		1.00	3,500.00	3,500.00
900-826-66020	Gas - Natural/Propane	1,050.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Based on three year history		1.00	1,050.00	1,050.00
900-826-66030	City Utilities Water/Sewer/Trash	0.00			
900-826-66040	Telecom	1,800.00			
900-826-67000	Contract Services	762,000.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Economic Development Grant Expense		1.00	750,000.00	750,000.00
PB 2022-2023	Janitorial		1.00	900.00	900.00
PB 2022-2023	Mowing and Landscaping - 312 North Powell Pkwy		1.00	2,700.00	2,700.00
PB 2022-2023	New contract for Ricoh Printer at Inc-Cube		1.00	1,500.00	1,500.00
PB 2022-2023	Pest Control		1.00	600.00	600.00
PB 2022-2023	Professional Services (target industry analysis, b		1.00	6,300.00	6,300.00
900-826-67008	IT Support Services	0.00			
900-826-67016	Promotion Expense	0.00			
900-826-67019	Legal Expense	10,000.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	legal fees		1.00	10,000.00	10,000.00
900-826-67020	Audit Expense	5,000.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	CPA Services - Audit, 1099 form 990		1.00	5,000.00	5,000.00
900-826-67058	Insurance - Property & Liability	0.00			
900-826-67200	Travel/Training Expense	0.00			
900-826-67999	Other Services - Misc.	0.00			
900-826-69010	Construction in Progress	0.00			
900-826-69310	Land & Improvements	0.00			
900-826-69410	Other Capital Expenditures	0.00			
900-826-98100	Transfers Out	0.00			
	Total Fund: 900 - Economic Development Corporation:	**786,350.00**			
	Report Total:	**3,709,023.00**			

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. 7.21.22.04

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION ADOPTING THE FY 2022-2023 FISCAL YEAR BUDGET AND AUTHORIZING PUBLICATION OF NOTICE OF PROJECTS

WHEREAS, to be effective October 1, 2022, the Anna Community Development Corporation (the "CDC") and subject to approval of the City of Anna City Council, the Board of directors of the CDC desires to approve and adopt the CDC budget for the 2022-2023 fiscal year;

WHEREAS, the Board of Directors (the "Board of Directors") of the Anna Community Development Corporation (the "Corporation"), created by the City of Anna, Texas (the "City"), in accordance with Article 5190.6, V.A.T.C.S., Section 4B, and now operating under Texas Local Government Code, Chapter 505 (the "Act") has determined that it is advisable and in the best interests of the Corporation to give notice of the intention of the Corporation to undertake the following projects:

> Land and building improvements, equipment purchases, park facilities and improvements, capital expenditures, targeted infrastructure, site improvements, promotional expenditures, engineering and/or legal services, administrative personnel services, and other purposes permitted by law, in order to provide improved community development and/or to promote new or expanded business enterprises for the benefit of the public. The costs of the Projects are estimated not to exceed $2,922,673 including but not limited to the specific projects or general types of projects set forth in the Anna Community Development Corporation's 2022-2023 fiscal year budget.

The Projects will be financed and/or paid from the proceeds of sales tax revenue and other resources of the Corporation.

WHEREAS, such projects are authorized under the Act and found by the Board of Directors to promote new or expanded business development pursuant to Section 505.158, Texas Local Government Code; and

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

NOW THEREFORE, BE IT RESOLVED BY THE ANNA COMMUNITY DEVELOPMENT CORPORATION, THAT:

Section 1. **Recitals Incorporated**

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

Section 2. **Adoption of Fiscal Year 2022-2023 Budget**

The CDC Board of Directors hereby approves adopting the Anna Community Development Corporation 2022-2023 fiscal year budget as set forth in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth in full, subject to approval by the City of Anna City Council.

PASSED AND APPROVED by the Anna Community Development Corporation this 21st day of July, 2022.

APPROVED:

Bruce Norwood, CDC President

ATTEST:

Rocio Gonzalez, CDC Secretary

Item No. 6.k.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution approving the Fiscal Year 2022-2023 Anna Economic Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

SUMMARY:

Staff proposed a $786,350 Annual EDC Budget for FY 2023, and it was approved by the EDC Board on July 21, 2022. Most of the EDC funds will be used for the implementation of an Economic Development Grant Program for Anna Businesses.

FINANCIAL IMPACT:

$786,350 EDC FY23 Budget

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. Council EDC Budget Resolution FY2023
2. FY2023 Line Item Detail CDC EDC
3. EDC FY 2023 Budget Resolution_Signed

APPROVALS:

Kimberly Garduno, Economic Development Coordinator	Created/Initiated - 9/6/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2022-2023 BUDGET FOR THE ANNA ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas is a home-rule municipality located in Collin County, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas, and

WHEREAS, the Anna Economic Development Corporation, hereinafter the "AEDC" is a Type A development corporation operating pursuant to the Development Corporation Act of 1979 now codified as Chapter 504 of the Texas Local Government Code; and

WHEREAS, the AEDC Board of Directors approved the Fiscal Year 2022-2023 Budget at a special-called meeting on July 21, 2022; and

WHEREAS, the City of Anna desires to approve and ratify such said AEDC Budget.

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

Section 1. **Recitals Incorporated**

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

Section 2. **Adoption of Fiscal Year 2022-2023 Budget**

The City Council of the City of Anna, Texas hereby approves the Anna Economic Development Corporation 2022-2023 Fiscal Year Budget as set forth in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth in full.

PASSED AND APPROVED by the City Council of the City of Anna, Texas this 13th day of September, 2022.

APPROVED:

_____
Nate Pike, Mayor

ATTEST:

_____
Carrie L. Land, City Secretary

Budget Listing

ANNA, TX

For Fiscal: 2022-2023 Period Ending: 10/31/2022

Account Number	Account Name	2022-2023 PB 2022-2023			
Fund: 890 - Community Development Corporation					
890-400-98100	Transfers Out	0.00			
890-825-61010	Salaries	353,203.00			
890-825-61019	Miscellaneous Payroll	0.00			
890-825-61110	Payroll Taxes-City Part FICA	27,021.00			
890-825-61210	Health Insurance	36,009.00			
890-825-61220	TMRS Retirement	49,758.00			
890-825-61230	Unemployment	750.00			
890-825-61240	Worker's Compensation	1,589.00			
890-825-62011	Office Supplies	2,500.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	basic needs		1.00	2,500.00	2,500.00
890-825-62012	Other Supplies - Misc.	4,500.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	meals, meetings supplies, or other administrative		1.00	4,500.00	4,500.00
890-825-62210	Postage	100.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	mailing bills, etc		1.00	100.00	100.00
890-825-62310	Clothing Supplies	1,500.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	new logo, new councilmembers, new board members		1.00	1,500.00	1,500.00
890-825-62910	IT Supplies	4,500.00			
890-825-66040	Telecom	0.00			
890-825-67000	Contract Services	492,248.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	CDC Share of Budget and Financial Services		1.00	4,800.00	4,800.00
PB 2022-2023	Cooksey Marketing Plan & Website Hosting		1.00	75,000.00	75,000.00
PB 2022-2023	Costar		1.00	6,000.00	6,000.00
PB 2022-2023	Downtown Plan Implementation		1.00	350,000.00	350,000.00
PB 2022-2023	Impact Data Source		1.00	6,148.00	6,148.00
PB 2022-2023	Navi Retail Attraction Plan		1.00	42,000.00	42,000.00
PB 2022-2023	Residential Strategies		1.00	2,000.00	2,000.00
PB 2022-2023	Resimplifi Real Estate Data		1.00	4,800.00	4,800.00
PB 2022-2023	Revenue Bonds		1.00	1,500.00	1,500.00
890-825-67016	Promotion Expense	200,000.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Chamber Event Sponsorship		1.00	7,500.00	7,500.00
PB 2022-2023	Development Forum Event		1.00	2,500.00	2,500.00
PB 2022-2023	Marketing Plan Implementation - digital, social, p		1.00	190,000.00	190,000.00
890-825-67019	Legal Expense	22,000.00			
890-825-67020	Audit Expense	7,500.00			

Account Number	Account Name	2022-2023 PB 2022-2023			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	CPA services - audit, 990, 1099s		1.00	7,500.00	7,500.00
890-825-67022	Engineering	0.00			
890-825-67031	Public Notices - Advertising	250.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	publish notices		1.00	250.00	250.00
890-825-67053	Economic Development Grant Expense	1,484,990.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Hotel		1.00	209,990.00	209,990.00
PB 2022-2023	Other Targeted Area Economic Development Grants		1.00	750,000.00	750,000.00
PB 2022-2023	Sales Tax Reimbursement agreement with Chief Partn		1.00	525,000.00	525,000.00
890-825-67058	Insurance - Property & Liability	0.00			
890-825-67061	Dues, Publications & Licenses	9,200.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Anna Chamber of Commerce Membership		1.00	3,000.00	3,000.00
PB 2022-2023	Dallas Morning News		1.00	175.00	175.00
PB 2022-2023	DBJ		1.00	350.00	350.00
PB 2022-2023	ICMA/TCMA for TL and KG		2.00	400.00	800.00
PB 2022-2023	ICSC		10.00	50.00	500.00
PB 2022-2023	ICSC		50.00	10.00	500.00
PB 2022-2023	IEDC		3.00	350.00	1,050.00
PB 2022-2023	NAIOP		1.00	600.00	600.00
PB 2022-2023	NTCAR		1.00	450.00	450.00
PB 2022-2023	TEDC		1.00	75.00	75.00
PB 2022-2023	TEDC		3.00	500.00	1,500.00
PB 2022-2023	Texas Downtown Association		1.00	200.00	200.00
890-825-67200	Travel/Training Expense	31,190.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Bisnow Event Registrations		1.00	1,000.00	1,000.00
PB 2022-2023	International Council of Shopping Centers Annual C		1.00	11,500.00	11,500.00
PB 2022-2023	International Council of Shopping Centers Texas Co		1.00	6,000.00	6,000.00
PB 2022-2023	International Economic Development Council Annual		2.00	1,250.00	2,500.00
PB 2022-2023	OU EDI Courses for AD		2.00	595.00	1,190.00
PB 2022-2023	Texas City Managers Assn. Annual Meeting		2.00	500.00	1,000.00
PB 2022-2023	Texas Downtown Association Conference (San Marcos)		1.00	1,000.00	1,000.00
PB 2022-2023	Texas Economic Development Council Annual Conferen		2.00	2,000.00	4,000.00
PB 2022-2023	Texas Women in Economic Development Conference		2.00	1,000.00	2,000.00
PB 2022-2023	Texas Womens Leadership Institute		1.00	1,000.00	1,000.00
890-825-67790	Interest Expense	93,865.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Bond Debt Series 2012-B August payment		1.00	17,902.50	17,902.50
PB 2022-2023	Bond Debt Series 2012-B February payment		1.00	19,552.50	19,552.50
PB 2022-2023	Bond Debt Series 2016 (Business Park) Aug		1.00	28,205.00	28,205.00
PB 2022-2023	Bond Debt Series 2016 (Business Park) Feb		1.00	28,205.00	28,205.00
890-825-67850	Bad Debt Expense	0.00			
890-825-67950	Bond Fees	0.00			
890-825-67999	Other Services - Misc.	0.00			
890-825-69010	Construction in Progress	0.00			

Account Number	Account Name	2022-2023 PB 2022-2023
890-825-69110	Machinery & Equipment	0.00
890-825-69310	Land & Improvements	0.00
890-825-71090	Debt-Service Principal	100,000.00

Budget Detail

Budget Code	Description	Units	Price	Amount
PB 2022-2023	Bond Debt Series 2012-B	1.00	100,000.00	100,000.00

890-825-71221	Bond Fees	0.00
890-825-71490	Other Financing Use - Debt Refundings	0.00
890-825-98100	Transfers Out	0.00
	Total Fund: 890 - Community Development Corporation:	**2,922,673.00**

Account Number	Account Name	2022-2023 PB 2022-2023			
Fund: 900 - Economic Development Corporation					
900-826-62012	Other Supplies - Misc.	0.00			
900-826-62210	Postage	0.00			
900-826-63012	Maint. & Repair - Buildings	3,000.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	MIsc building Maintanence and Repairs - 312 N Powe		1.00	3,000.00	3,000.00
900-826-66010	Electricity	3,500.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Based on three year history		1.00	3,500.00	3,500.00
900-826-66020	Gas - Natural/Propane	1,050.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Based on three year history		1.00	1,050.00	1,050.00
900-826-66030	City Utilities Water/Sewer/Trash	0.00			
900-826-66040	Telecom	1,800.00			
900-826-67000	Contract Services	762,000.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	Economic Development Grant Expense		1.00	750,000.00	750,000.00
PB 2022-2023	Janitorial		1.00	900.00	900.00
PB 2022-2023	Mowing and Landscaping - 312 North Powell Pkwy		1.00	2,700.00	2,700.00
PB 2022-2023	New contract for Ricoh Printer at Inc-Cube		1.00	1,500.00	1,500.00
PB 2022-2023	Pest Control		1.00	600.00	600.00
PB 2022-2023	Professional Services (target industry analysis, b		1.00	6,300.00	6,300.00
900-826-67008	IT Support Services	0.00			
900-826-67016	Promotion Expense	0.00			
900-826-67019	Legal Expense	10,000.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	legal fees		1.00	10,000.00	10,000.00
900-826-67020	Audit Expense	5,000.00			
Budget Detail					
Budget Code	**Description**		**Units**	**Price**	**Amount**
PB 2022-2023	CPA Services - Audit, 1099 form 990		1.00	5,000.00	5,000.00
900-826-67058	Insurance - Property & Liability	0.00			
900-826-67200	Travel/Training Expense	0.00			
900-826-67999	Other Services - Misc.	0.00			
900-826-69010	Construction in Progress	0.00			
900-826-69310	Land & Improvements	0.00			
900-826-69410	Other Capital Expenditures	0.00			
900-826-98100	Transfers Out	0.00			
	Total Fund: 900 - Economic Development Corporation:	**786,350.00**			
	Report Total:	**3,709,023.00**			

ANNA ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 7.21.22.06

A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION ADOPTING THE FY 2022-2023 FISCAL YEAR BUDGET

WHEREAS, to be effective October 1, 2022, the Anna Economic Development Corporation (the "EDC") and subject to approval of the City of Anna City Council, the Board of Directors of the EDC desires to approve and adopt the EDC budget for the 2022-2023 fiscal year;

NOW THEREFORE, BE IT RESOLVED BY THE ANNA ECONOMIC DEVELOPMENT CORPORATION, THAT:

Section 1. **Recitals Incorporated**

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

Section 2. **Adoption of Fiscal Year 2022-2023 Budget**

The EDC Board of Directors hereby approves adopting the Anna Economic Development Corporation 2022-2023 fiscal year budget as set forth in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth in full, subject to approval by the City of Anna City Council.

PASSED AND APPROVED by the Anna Economic Development Corporation this 21st day of July, 2022.

APPROVED:	ATTEST:
Bruce Norwood (Aug 26, 2022 15:49 CDT) Aug 26, 2022	Aug 26, 2022
Bruce Norwood, EDC President	Rocio Gonzalez, EDC Secretary

EDC FY 2023 Budget Resolution

Final Audit Report 2022-08-26

Created:	2022-08-26
By:	Kimberly Garduno (kgarduno@annatexas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtbkaLjEtc2Wx2xPLUSLysZZexY495g_B

"EDC FY 2023 Budget Resolution" History

Document created by Kimberly Garduno (kgarduno@annatexas.gov)
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Agreement completed.
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Adobe Acrobat Sign

Item No. 6.I.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Consider/Discuss/Action approving an Ordinance adopting the FY2023 Budget. (City Manager Jim Proce)

SUMMARY:

The Annual Budget is developed through an extensive process of reviewing requests received from various City departments, then prioritizing those requests in a manner that utilizes resources effectively, within fiscal constraints, while working to achieve goals set forth by the City Council.

The proposed budget was presented to the City Council on August 9th and was posted on the City's website on August 10th. The public hearing on the proposed budget and tax rate were conducted on September 6th. Listed below is a breakdown of funds:

Fund	Amount
General Fund	$19,743,279
Debt Service Fund	3,464,186
Utility Fund	14,425,479
Grant Fund	-
Special Revenue Fund	11,125
Park Development Fund	2,662,294
Fire Capital Fund	-
Seizure Fund	-
Community Development Corporation	2,922,532
Economic Development Corporation	786,350
Community Investment Program	73,140,000
Total	**$117,155,245**

The FY2023 budget is funded with a tax rate of $0.539750 per $100 in taxable value,

which less than the tax rate adopted last year.

While budgets are always a challenge, we have worked diligently to propose a budget that is both balanced and sufficient to meet the needs of the coming fiscal year. We express our appreciation to the City Council for their diligent efforts throughout the year in providing guidance, direction and support for our efforts to serve the City of Anna.

As Anna continues to grow, the city remains committed to its Strategic Vision. The FY2023 budget is designed to preserve and enhance the quality of existing services and respond appropriately to our City's continuing growth and development.

FINANCIAL IMPACT:
Process to adopt the FY2023 Budget

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

STAFF RECOMMENDATION:
Staff recommends approval of the attached Ordinance adopting the FY2023 Budget.

ATTACHMENTS:
1. Exhibit A Budget Adoption
2. FY2023 Budget Adoption Ordinance

APPROVALS:

Terri Doby, Budget Manager	Created/Initiated - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

Exhibit A

FY2023 BUDGET

THE CITY OF Anna

CITY OF ANNA
CONSOLIDATED BUDGET SUMMARY OF REVENUE AND EXPENDITURES

	Major Governmental		Enterprise	Restricted Revenue		
	General	Debt Service	Utility	Grant	Special Revenue	Park Develop.
BEGINNING BALANCES	$ 7,532,411	$ 108,605	$ 5,439,989	$ 449	$ 113,051	$ 3,952,393
REVENUES:						
Property Taxes	$ 9,418,264	$ 3,458,686	$ -	$ -	$ -	$ -
Sales Tax	4,130,000	-	-	-	-	-
Charges for Services	273,000	-	14,982,263	-	-	1,500,000
Permits, Licenses and Fees	4,305,000	-	-	-	-	-
Franchise and Local Taxes	825,000	-	-	-	7,000	-
Investment Income	50,000	2,500	20,000	-	-	9,000
Other Revenues	16,300	-	198,200	-	-	-
Intergovernmental	-	-	-	-	-	-
Fines	300,000	-	-	-	14,500	-
TOTAL	$ 19,317,564	$ 3,461,186	$ 15,200,463	$ -	$ 21,500	$ 1,509,000
Transfers from other funds	-	-	-	-	-	-
TOTAL REVENUES	$ 19,317,564	$ 3,461,186	$ 15,200,463	$ -	$ 21,500	$ 1,509,000
TOTAL AVAILABLE RESOURCES	$ 26,849,975	$ 3,569,791	$ 20,640,452	$ 449	$ 134,551	$ 5,461,393
EXPENDITURES:						
Payroll	$ 14,579,249	$ -	$ 2,901,362	$ -	$ 1,800	$ 431,194
Supplies	1,027,223	-	163,583	-	-	227,000
Maintenance	516,900	-	642,675	-	-	-
Services	3,097,907	5,500	7,949,429	-	9,325	31,600
Debt Service	-	3,458,686	2,118,430	-	-	-
Capital Outlay	54,000	-	-	-	-	150,000
Capital Improvement	-	-	-	-	-	1,822,500
TOTAL	$ 19,275,279	$ 3,464,186	$ 13,775,479	$ -	$ 11,125	$ 2,662,294
Transfers to other funds	468,000	-	650,000	-	-	-
TOTAL EXPENDITURES	$ 19,743,279	$ 3,464,186	$ 14,425,479	$ -	$ 11,125	$ 2,662,294
ENDING FUND BALANCES	$ 7,106,696	$ 105,605	$ 6,214,973	$ 449	$ 123,426	$ 2,799,099
Fund Balance Percentage	36.9%	3.0%	45.1%		1109.4%	0.0%

CITY OF ANNA
CONSOLIDATED BUDGET SUMMARY OF REVENUE AND EXPENDITURES

Restricted Revenue		Component Units		CIP Funds	Total All Funds		
Fire Capital	Seizure	Community Develop.	Economic Develop.	Community Investment	Budget FY2023	Estimated FY2022	Actual FY2021
$ 116,133	$ 14,974	$ 7,734,793	$ 5,923,224	$ 25,854,611	$ 60,075,633	$ 19,466,984	$ 15,125,930
$ -	$ -	$ -	$ -	$ -	$ 12,876,950	$ 10,122,113	$ 8,697,681
-	-	2,460,000	-	-	6,590,000	5,720,000	4,687,802
50,000	-	-	10,000	-	16,815,263	16,543,000	14,572,456
-	-	-	-	-	4,305,000	4,952,425	4,224,928
-	-	-	-	-	832,000	773,000	733,264
-	-	5,000	2,000	130,000	218,500	96,900	83,866
-	2,500	-	-	104,070,000	104,287,000	19,081,304	29,472,759
-	-	-	-	-	-	58,270	526,766
-	-	-	-	-	314,500	217,500	149,466
$ 50,000	$ 2,500	$ 2,465,000	$ 12,000	$ 104,200,000	$ 146,239,213	$ 57,564,512	$ 63,148,988
-	-	-	-	1,118,000	1,118,000	2,185,000	2,087,052
$ 50,000	$ 2,500	$ 2,465,000	$ 12,000	$ 105,318,000	$ 147,357,213	$ 59,749,512	$ 65,236,040
$ 166,133	$ 17,474	$ 10,199,793	$ 5,935,224	$ 131,172,611	$ 207,432,846	$ 79,216,496	$ 80,361,970
$ -	$ -	$ 468,189	$ -	$ -	$ 18,381,794	$ 15,011,577	$ 10,676,543
-	-	13,100	-	-	1,430,906	1,010,994	1,103,222
-	-	-	3,000	-	1,162,575	839,975	1,470,794
-	-	2,247,378	783,350	-	14,124,489	11,238,616	11,258,873
-	-	193,865	-	-	5,770,981	4,540,462	4,129,340
-	-	-	-	-	204,000	546,500	877,972
-	-	-	-	73,140,000	74,962,500	26,619,411	24,816,075
$ -	$ -	$ 2,922,532	$ 786,350	$ 73,140,000	$ 116,037,245	$ 59,807,535	$ 54,332,819
-	-	-	-	-	1,118,000	2,185,000	2,087,052
$ -	$ -	$ 2,922,532	$ 786,350	$ 73,140,000	$ 117,155,245	$ 61,992,535	$ 56,419,871
$ 166,133	$ 17,474	$ 7,277,261	$ 5,148,874	$ 58,032,611	$ 90,277,601	$ 17,223,961	$ 23,942,099
0.0%	0.0%	249.0%	654.8%		77.8%	28.8%	44.1%

CITY OF ANNA
COMBINED FUNDS SUMMARY OF REVENUE AND EXPENDITURES

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Budget 2022-23
BEGINNING BALANCES	$ 54,489,539	$ 59,569,073	$ 63,218,657	$ 60,075,633
REVENUES:				
Property Taxes	$ 8,697,681	$ 10,122,113	$ 10,122,113	$ 12,876,950
Sales Tax	4,687,802	4,926,370	5,720,000	6,590,000
Charges for Services	14,572,456	13,121,600	16,543,000	16,815,263
Permits, Licenses and Fees	4,224,928	3,703,060	4,952,425	4,305,000
Franchise and Local Taxes	733,264	488,000	773,000	832,000
Investment Income	83,866	75,400	96,900	218,500
Other Revenues	29,472,759	7,850,000	19,081,304	104,287,000
Intergovernmental	526,766	57,770	58,270	-
Fines	149,466	107,500	217,500	314,500
TOTAL	$ 63,148,988	$ 40,451,813	$ 57,564,512	$ 146,239,213
Transfers from other funds	2,087,052	1,785,000	2,185,000	1,118,000
TOTAL REVENUE	$ 65,236,040	$ 42,236,813	$ 59,749,512	$ 147,357,213
TOTAL AVAILABLE RESOURCES	$ 119,725,579	$ 101,805,886	$ 122,968,169	$ 207,432,846
EXPENDITURES:				
Payroll	$ 10,676,543	$ 15,011,577	$ 15,011,577	$ 18,381,794
Supplies	1,103,222	1,010,994	1,010,994	1,430,906
Maintenance	1,470,794	839,975	839,975	1,162,575
Services	11,258,873	10,508,616	11,238,616	14,124,489
Debt Service	4,129,340	4,540,462	4,540,462	5,770,981
Capital Outlay	877,972	546,500	546,500	204,000
Capital Improvement	24,816,075	27,937,241	26,619,411	74,962,500
TOTAL	$ 54,332,819	$ 60,395,365	$ 59,807,535	$ 116,037,245
Transfers to other funds	2,087,052	1,785,000	2,185,000	1,118,000
TOTAL EXPENDITURES	$ 56,419,871	$ 62,180,365	$ 61,992,535	$ 117,155,245
ENDING FUND BALANCES	$ 63,305,708	$ 39,625,521	$ 60,975,634	$ 90,277,601

CITY OF ANNA
PERSONNEL SUMMARY

	Actual 2020-21	Estimated 2021-22	Budget 2022-23	Increase (Decrease)
GENERAL FUND				
City Manager's Office				
City Manager	1.0	1.0	1.0	-
Assistant City Manager	1.0	1.0	1.0	-
Director of Human Resources	1.0	-	-	-
Human Resources Coordinator	1.0	-	-	-
Budget Manager	1.0	1.0	1.0	-
Communications Manager	1.0	1.0	1.0	-
Management Analyst	1.0	1.0	1.0	-
	7.0	5.0	5.0	-
Human Resources				
Director of Human Resources	-	1.0	1.0	-
Human Resources Manager	-	1.0	1.0	-
Human Resources Coordinator	-	1.0	1.0	-
	-	3.0	3.0	-
City Secretary				
City Secretary	1.0	1.0	1.0	-
Deputy City Secretary	1.0	1.0	1.0	-
Admin. Assistant / Records Clerk	0.5	0.5	1.0	0.5
	2.5	2.5	3.0	0.5
Information Technology				
IT Manager	1.0	1.0	1.0	-
Systems Administrator	-	1.0	1.0	-
IT Help Desk Support	1.0	-	1.0	1.0
	2.0	2.0	3.0	1.0
Finance				
Director of Finance	1.0	1.0	1.0	-
Assistant Director	-	1.0	1.0	-
Accounting Manager	1.0	-	-	-
Senior Accountant	1.0	1.0	1.0	-
Accountant	1.0	1.0	1.0	-
Accounting Technician	1.0	1.0	1.0	-
	5.0	5.0	5.0	-
Development Services				
Director of Development Services	1.0	1.0	1.0	-
Planning Manager	1.0	1.0	1.0	-
Administrative Assistant	1.0	1.0	1.0	-
Planner II	1.0	1.0	1.0	-
Plans Examiner	1.0	1.0	1.0	-
GIS Manager	1.0	1.0	-	(1.0)
Senior Building Inspector	-	-	1.0	1.0
Building Inspector	2.0	3.0	2.0	(1.0)
Building Official	1.0	1.0	1.0	-
Development Services Technician	1.0	1.0	1.0	-
Planning Technician	-	-	1.0	1.0
	10.0	11.0	11.0	-

	Actual 2020-21	Estimated 2021-22	Budget 2022-23	Increase (Decrease)
Fire				
Fire Chief	1.0	1.0	1.0	-
Assistant Fire Chief	1.0	1.0	1.0	-
Division Chief	-	1.0	1.0	-
Battalion Chief	3.0	3.0	3.0	-
Fire Prevention Captain	1.0	1.0	1.0	-
Fire Shift Captain	3.0	3.0	3.0	-
Fire Inspector Investigator	-	-	1.0	1.0
Fire Driver / Engineer	3.0	3.0	3.0	-
Fire Fighter	6.0	12.0	16.5	4.5
Fire Services Coordinator	1.0	1.0	1.0	-
	19.0	26.0	31.5	5.5
Police				
Police Chief	1.0	1.0	1.0	-
Assistant Police Chief	1.0	1.0	1.0	-
Records Administrator	1.0	1.0	1.0	-
Property and Evidence Tech	-	-	1.0	1.0
Lieutenant	1.0	1.0	2.0	1.0
Sergeant	4.0	4.0	4.0	-
Sergeant Detective	1.0	1.0	1.0	-
Corporal	4.0	4.0	4.0	-
Police Officer	17.0	16.0	18.0	2.0
Detective	2.0	4.0	4.0	-
	32.0	33.0	37.0	4.0
Municipal Court				
Municipal Court Administrator	1.0	1.0	1.0	-
Municipal Court Clerk	-	-	1.0	1.0
	1.0	1.0	2.0	1.0
Parks				
Parks Superintendent	1.0	1.0	1.0	-
Parks Crew Leader	1.0	1.0	1.0	-
Maintenance Worker	6.0	6.0	7.0	1.0
Seasonal Laborer	0.4	-	-	-
	8.4	8.0	9.0	1.0
Neighborhood Services				
Director of Neighborhood Services	1.0	1.0	1.0	-
Parks Planning Manager	1.0	-	-	-
Neighborhood Services Coordinator	1.0	1.0	1.0	-
Administrative Assistant	1.0	1.0	1.0	-
Code Compliance Manager	1.0	1.0	1.0	-
Code Compliance Officer	2.0	2.0	3.0	1.0
	7.0	6.0	7.0	1.0

	Actual 2020-21	Estimated 2021-22	Budget 2022-23	Increase (Decrease)
Streets				
Street Superintendent	1.0	1.0	1.0	-
Crew Leader	1.0	2.0	2.0	-
Traffic Safety Technician	1.0	1.0	1.0	-
Right-of-Way Inspector	-	-	1.0	1.0
Maintenance Worker	3.0	5.0	5.0	-
	6.0	9.0	10.0	1.0
Fleet and Facilities				
Mechanic	-	1.0	1.0	-
Fleet Maintenance Technician	-	-	1.0	1.0
Facilities Specialist	-	1.0	1.0	-
Custodian	-	-	2.0	2.0
	-	2.0	5.0	3.0
GENERAL FUND TOTAL	**99.9**	**113.5**	**131.5**	**18.0**
UTILITY FUND				
Public Works Administration				
Director of Public Works	1.0	1.0	1.0	-
Assistant Director of Public Works	1.0	1.0	1.0	-
City Engineer	1.0	1.0	1.0	-
Engineering Construction Super.	1.0	-	-	-
CIP Manager	-	1.0	1.0	-
Construction Inspector	3.0	3.0	3.0	-
Construction Supervisor	-	1.0	1.0	-
Fleet and Facilities Superintendent	1.0	1.0	1.0	-
Custodian	-	1.0	-	(1.0)
GIS Manager	-	-	1.0	1.0
Public Works Coordinator	1.0	1.0	1.0	-
Receptionist	-	-	1.0	1.0
	9.0	11.0	12.0	1.0
Water				
Utility Operations Supervisor	1.0	1.0	1.0	-
Utility Maintenance Field Supervisor	1.0	1.0	1.0	-
Maintenance Worker	1.0	2.0	3.0	1.0
Water Quality Technician	-	-	-	-
Water Operator	1.0	2.0	2.0	-
Utility Crew Leader	2.0	2.0	2.0	-
Meter Service Crew Leader	-	1.0	1.0	-
Meter Service Technician	2.0	-	-	-
	8.0	9.0	10.0	1.0
Wastewater				
Senior Wastewater Plant Operator	1.0	1.0	1.0	-
Maintenance Worker I	6.0	6.0	6.0	-
	7.0	7.0	7.0	-

CITY OF ANNA
PERSONNEL SUMMARY

	Actual 2020-21	Estimated 2021-22	Budget 2022-23	Increase (Decrease)
Utility Billing				
Customer Service Manager	1.0	1.0	1.0	-
Senior Utility Billing Clerk	-	1.0	1.0	-
Utility Billing Clerk	2.0	2.0	2.0	-
Admin. Assistant / Records Clerk	0.5	0.5	-	(0.5)
	3.5	4.5	4.0	(0.5)
UTILITY FUND TOTAL	**27.5**	**31.5**	**33.0**	**1.5**
PARK DEVELOPMENT FUND				
Recreation Manager	1.0	1.0	1.0	-
Parks Planning Manager	-	1.0	1.0	-
Recreation Coordinator	1.5	1.5	3.0	1.5
	2.5	3.5	5.0	1.5
PARK DEVELOPMENT TOTAL	**2.5**	**3.5**	**5.0**	**1.5**
COMMUNITY DEVELOPMENT CORPORATION				
Director of Economic Development	-	1.0	1.0	-
Assistant Director of Economic Develop.	-	1.0	1.0	-
Economic Development Manager	1.0	-	-	-
Economic Development Coordinator	-	1.0	1.0	-
Intern	0.5	-	-	-
	1.5	3.0	3.0	-
COMMUNITY DEVELOP. TOTAL	**1.5**	**3.0**	**3.0**	**-**
TOTAL EMPLOYEES, ALL FUNDS	**131.4**	**151.5**	**172.5**	**21.0**

CITY OF ANNA
GENERAL FUND BY CATEGORY

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Budget 2022-23
BEGINNING BALANCES	$ 6,233,419	$ 6,470,011	$ 6,360,075	$ 7,532,411
REVENUES:				
Property Taxes	$ 6,962,799	$ 8,015,000	$ 8,015,000	$ 9,418,264
Sales Tax	2,929,876	3,296,370	3,600,000	4,130,000
Charges for Services	105,697	111,600	130,000	273,000
Permits, Licenses and Fees	4,215,485	3,703,060	4,952,425	4,305,000
Franchise and Local Taxes	726,006	485,000	770,000	825,000
Investment Income	35,020	30,000	50,000	50,000
Other Revenues	70,146	16,300	16,300	16,300
Intergovernmental	140,426	48,395	48,395	-
Fines	124,993	90,000	200,000	300,000
TOTAL OPERATIONAL REVENUE	$ 15,310,448	$ 15,795,725	$ 17,782,120	$ 19,317,564
Transfers from other funds	-	-	-	-
TOTAL REVENUES	$ 15,310,448	$ 15,795,725	$ 17,782,120	$ 19,317,564
TOTAL AVAILABLE RESOURCES	$ 21,543,867	$ 22,265,736	$ 24,142,195	$ 26,849,975
EXPENDITURES:				
Payroll	$ 8,469,844	$ 11,920,117	$ 11,920,117	$ 14,579,249
Supplies	830,087	620,991	620,991	1,027,223
Maintenance	780,439	224,300	224,300	516,900
Services	2,604,015	2,521,876	2,521,876	3,097,907
Debt Service	-	-	-	-
Capital Outlay	399,170	22,500	22,500	54,000
Capital Improvement	13,185	-	-	-
TOTAL OPERATIONAL EXPENDITURES	$ 13,096,740	$ 15,309,784	$ 15,309,784	$ 19,275,279
Transfers to other funds	2,087,052	900,000	1,300,000	468,000
TOTAL EXPENDITURES	$ 15,183,792	$ 16,209,784	$ 16,609,784	$ 19,743,279
ENDING FUND BALANCES	$ 6,360,075	$ 6,055,952	$ 7,532,411	$ 7,106,696
Fund Balance Percentage	48.6%	39.6%	49.2%	36.9%

CITY OF ANNA
GENERAL FUND BY DEPARTMENT

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Budget 2022-23
EXPENDITURES:				
General Government:				
Administration	$ 564,350	$ 421,259	$ 421,259	$ 492,009
City Council	16,916	31,278	31,278	33,778
City Manager's Office	974,949	966,930	966,930	1,257,267
Human Resources	5,686	430,890	430,890	584,522
City Secretary	275,747	302,952	302,952	362,509
Information Technology	635,780	612,331	612,331	875,833
Finance	533,101	643,834	643,834	665,735
	$ 3,006,529	$ 3,409,474	$ 3,409,474	$ 4,271,653
Development Services	$ 1,121,635	$ 1,199,066	$ 1,199,066	$ 1,200,399
Public Safety:				
Animal Control	$ 77,327	$ 77,327	$ 77,327	$ 77,327
Fire	2,673,789	3,431,286	3,431,286	4,616,629
Ambulance	122,140	128,400	128,400	-
Police	3,343,233	4,086,091	4,086,091	5,059,584
Municipal Court	137,717	139,655	139,655	258,957
	$ 6,354,206	$ 7,862,759	$ 7,862,759	$ 10,012,497
Neighborhood Services				
Neighborhood Services	$ 526,761	$ 685,580	$ 685,580	$ 787,896
Parks	651,933	697,246	697,246	808,111
	$ 1,178,694	$ 1,382,826	$ 1,382,826	$ 1,596,007
Public Works				
Streets	$ 1,271,677	$ 864,651	$ 864,651	$ 1,050,193
Fleet and Facilities	-	591,008	591,008	1,144,530
	$ 1,271,677	$ 1,455,659	$ 1,455,659	$ 2,194,723
Economic Development	$ 163,999	$ -	$ -	$ -
TOTAL OPERATIONAL EXPENDITURES	$ 13,096,740	$ 15,309,784	$ 15,309,784	$ 19,275,279
Transfers to other funds	2,087,052	900,000	1,300,000	468,000
TOTAL EXPENDITURES	$ 15,183,792	$ 16,209,784	$ 16,609,784	$ 19,743,279

CITY OF ANNA
GENERAL FUND REVENUE SUMMARY

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Budget 2022-23
REVENUES:				
Property Taxes				
Current Taxes	$ 6,864,061	$ 7,820,000	$ 7,952,000	$ 9,319,764
Delinquent Taxes	70,282	150,000	43,000	70,500
Penalty & Interest	28,456	45,000	20,000	28,000
	$ 6,962,799	$ 8,015,000	$ 8,015,000	$ 9,418,264
Sales Taxes				
Sales Taxes - General	$ 2,343,901	$ 2,736,370	$ 2,880,000	$ 3,310,000
Sales Taxes - Streets	585,975	560,000	720,000	820,000
	$ 2,929,876	$ 3,296,370	$ 3,600,000	$ 4,130,000
Charges for Services				
Rentals	$ 84,267	$ 66,600	$ 73,000	$ 73,000
Rental Registration	21,430	45,000	57,000	200,000
	$ 105,697	$ 111,600	$ 130,000	$ 273,000
Permits, Licenses and Fees				
Residential Building Permits	$ 3,680,331	$ 3,334,960	$ 3,200,000	$ 3,200,000
Commerical Building Permits	151,281	125,000	1,365,000	700,000
Other Miscellaneous Permits	172,847	88,000	153,000	160,000
Alarm Permits	16,464	12,000	9,000	15,000
Zoning and Subdivision Fees	138,594	100,000	190,000	200,000
Other Fees	55,968	43,100	35,425	30,000
	$ 4,215,485	$ 3,703,060	$ 4,952,425	$ 4,305,000
Franchise and Local Taxes				
Franchise Fees	$ 706,674	$ 475,000	$ 750,000	$ 800,000
Mixed Beverage Tax	19,332	10,000	20,000	25,000
	$ 726,006	$ 485,000	$ 770,000	$ 825,000
Investment Income	$ 35,020	$ 30,000	$ 50,000	$ 50,000
Other Revenues				
Gain on Sale of Assets	$ 50,000	$ -	$ -	$ -
Miscellaneous	19,536	16,300	16,300	16,300
Donations	610	-	-	-
	$ 70,146	$ 16,300	$ 16,300	$ 16,300
Intergovernmental Revenue	$ 140,426	$ 48,395	$ 48,395	$ -
Fines	$ 124,993	$ 90,000	$ 200,000	$ 300,000
Transfers In	$ -	$ -	$ -	$ -
TOTAL OPERATIONAL REVENUE	$ 15,310,448	$ 15,795,725	$ 17,782,120	$ 19,317,564

CITY OF ANNA
GENERAL OBLIGATION DEBT SERVICE FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Budget 2022-23
BEGINNING BALANCES	$ 148,439	$ 185,439	$ 70,105	$ 108,605
REVENUES:				
Property Taxes	$ 1,734,882	$ 2,107,113	$ 2,107,113	$ 3,458,686
Sales Tax	-	-	-	-
Charges for Services	-	-	-	-
Permits, Licenses and Fees	-	-	-	-
Franchise and Local Taxes	-	-	-	-
Investment Income	3,195	2,500	4,000	2,500
Other Revenues	534,357	-	-	-
Intergovernmental	-	-	-	-
Fines	-	-	-	-
TOTAL OPERATIONAL REVENUE	$ 2,272,434	$ 2,109,613	$ 2,111,113	$ 3,461,186
Transfers from other funds	-	-	-	-
TOTAL REVENUES	$ 2,272,434	$ 2,109,613	$ 2,111,113	$ 3,461,186
TOTAL AVAILABLE RESOURCES	$ 2,420,873	$ 2,295,052	$ 2,181,218	$ 3,569,791
EXPENDITURES:				
Payroll	$ -	$ -	$ -	$ -
Supplies	-	-	-	-
Maintenance	-	-	-	-
Services	538,663	5,500	5,500	5,500
Debt Service	1,812,105	2,067,113	2,067,113	3,458,686
Capital Outlay	-	-	-	-
Capital Improvement	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	$ 2,350,768	$ 2,072,613	$ 2,072,613	$ 3,464,186
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	$ 2,350,768	$ 2,072,613	$ 2,072,613	$ 3,464,186
ENDING FUND BALANCES	$ 70,105	$ 222,439	$ 108,605	$ 105,605

CITY OF ANNA
GRANT FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Budget 2022-23
BEGINNING BALANCES	$ -	$ 1,093	$ 449	$ 449
REVENUES:				
Property Taxes	$ -	$ -	$ -	$ -
Sales Tax	-	-	-	-
Charges for Services	-	-	-	-
Permits, Licenses and Fees	-	-	-	-
Franchise Fees and Local Taxes	-	-	-	-
Investment Income	183	-	-	-
Other Revenues	-	-	-	-
Intergovernmental Revenue	386,340	9,375	9,875	-
Fines	-	-	-	-
TOTAL OPERATIONAL REVENUE	$ 386,523	$ 9,375	$ 9,875	$ -
Transfers from other funds	-	-	-	-
TOTAL REVENUES	$ 386,523	$ 9,375	$ 9,875	$ -
TOTAL AVAILABLE RESOURCES	$ 386,523	$ 10,468	$ 10,324	$ 449
EXPENDITURES:				
Payroll	$ 27,586	$ -	$ -	$ -
Supplies	37,681	4,558	4,558	-
Maintenance	-	-	-	-
Services	13,813	5,317	5,317	-
Debt Service	-	-	-	-
Capital Outlay	306,994	-	-	-
Capital Improvement	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	$ 386,074	$ 9,875	$ 9,875	$ -
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	$ 386,074	$ 9,875	$ 9,875	$ -
ENDING FUND BALANCES	$ 449	$ 593	$ 449	$ 449

CITY OF ANNA
SPECIAL REVENUE FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Budget 2022-23
BEGINNING BALANCES	$ 144,092	$ 154,566	$ 165,576	$ 113,051
REVENUES:				
Property Taxes	$ -	$ -	$ -	$ -
Sales Tax	-	-	-	-
Charges for Services	-	-	-	-
Permits, Licenses and Fees	-	-	-	-
Franchise Fees and Local Taxes				
PEG Fees	7,258	3,000	3,000	7,000
Investment Income	503	1,100	1,100	-
Other Revenues	-	-	-	-
Intergovernmental	-	-	-	-
Fines				
Court Technology	3,436	2,500	2,500	2,500
Building Security	4,175	2,000	2,000	2,000
Child Safety	12,590	10,000	10,000	8,000
Other	4,272	3,000	3,000	2,000
TOTAL OPERATIONAL REVENUE	$ 32,234	$ 21,600	$ 21,600	$ 21,500
Transfers from other funds	-	-	-	-
TOTAL REVENUES	$ 32,234	$ 21,600	$ 21,600	$ 21,500
TOTAL AVAILABLE RESOURCES	$ 176,326	$ 176,166	$ 187,176	$ 134,551
EXPENDITURES:				
Payroll	$ -	$ 1,800	$ 1,800	$ 1,800
Supplies	-	-	-	-
Maintenance	-	-	-	-
Services	10,750	9,325	9,325	9,325
Debt Service	-	-	-	-
Capital Outlay	-	63,000	63,000	-
Capital Improvement	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	$ 10,750	$ 74,125	$ 74,125	$ 11,125
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	$ 10,750	$ 74,125	$ 74,125	$ 11,125
ENDING FUND BALANCES	$ 165,576	$ 102,041	$ 113,051	$ 123,426

CITY OF ANNA
PARK DEVELOPMENT FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Budget 2022-23
BEGINNING BALANCES	$ 2,322,141	$ 2,083,428	$ 2,714,472	$ 3,952,393
REVENUES:				
Property Taxes	$ -	$ -	$ -	$ -
Sales Tax	-	-	-	-
Charges for Services	1,689,000	986,000	2,889,000	1,500,000
Permits, Licenses and Fees	9,443	-	-	-
Franchise and Local Taxes	-	-	-	-
Investment Income	9,990	14,000	14,000	9,000
Other Revenues	22,728	-	-	-
Intergovernmental	-	-	-	-
Fines	-	-	-	-
TOTAL OPERATIONAL REVENUE	$ 1,731,161	$ 1,000,000	$ 2,903,000	$ 1,509,000
Transfers from other funds	-	-	-	-
TOTAL REVENUES	$ 1,731,161	$ 1,000,000	$ 2,903,000	$ 1,509,000
TOTAL AVAILABLE RESOURCES	$ 4,053,302	$ 3,083,428	$ 5,617,472	$ 5,461,393
EXPENDITURES:				
Payroll	$ 133,765	$ 275,729	$ 275,729	$ 431,194
Supplies	47,866	227,000	227,000	227,000
Maintenance	22,765	-	-	-
Services	292,797	20,000	20,000	31,600
Debt Service	-	-	-	-
Capital Outlay	171,808	50,000	50,000	150,000
Capital Improvement	669,829	992,305	1,092,350	1,822,500
TOTAL EXPENDITURES	$ 1,338,830	$ 1,565,034	$ 1,665,079	$ 2,662,294
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	$ 1,338,830	$ 1,565,034	$ 1,665,079	$ 2,662,294
ENDING FUND BALANCES	$ 2,714,472	$ 1,518,394	$ 3,952,393	$ 2,799,099

CITY OF ANNA
FIRE CAPITAL IMPROVEMENT FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Budget 2022-23
BEGINNING BALANCES	$ 132,331	$ 208,132	$ 186,333	$ 116,133
REVENUES:				
Property Taxes	$ -	$ -	$ -	$ -
Sales Tax	-	-	-	-
Charges for Services	53,400	75,000	75,000	50,000
Permits, Licenses and Fees	-	-	-	-
Franchise and Local Taxes	-	-	-	-
Investment Income	602	800	800	-
Other Revenues	-	-	-	-
Intergovernmental	-	-	-	-
Fines	-	-	-	-
TOTAL OPERATIONAL REVENUE	$ 54,002	$ 75,800	$ 75,800	$ 50,000
Transfers from other funds	-	-	-	-
TOTAL REVENUES	$ 54,002	$ 75,800	$ 75,800	$ 50,000
TOTAL AVAILABLE RESOURCES	$ 186,333	$ 283,932	$ 262,133	$ 166,133
EXPENDITURES:				
Payroll	$ -	$ -	$ -	$ -
Supplies	-	-	-	-
Maintenance	-	-	-	-
Services	-	-	-	-
Debt Service	-	-	-	-
Capital Outlay	-	146,000	146,000	-
Capital Improvement	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	$ -	$ 146,000	$ 146,000	$ -
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	$ -	$ 146,000	$ 146,000	$ -
ENDING FUND BALANCES	$ 186,333	$ 137,932	$ 116,133	$ 166,133

CITY OF ANNA
PUBLIC SAFETY SEIZURE FUNDS

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Budget 2022-23
BEGINNING BALANCES	$ 9,556	$ 14,484	$ 12,474	$ 14,974
REVENUES:				
Property Taxes	$ -	$ -	$ -	$ -
Sales Tax	-	-	-	-
Charges for Services	-	-	-	-
Permits, Licenses and Fees	-	-	-	-
Franchise and Local Taxes	-	-	-	-
Investment Income	45	-	-	-
Other Revenues	4,754	2,500	2,500	2,500
Intergovernmental	-	-	-	-
Fines	-	-	-	-
TOTAL OPERATIONAL REVENUE	$ 4,799	$ 2,500	$ 2,500	$ 2,500
Transfers from other funds	-	-	-	-
TOTAL REVENUES	$ 4,799	$ 2,500	$ 2,500	$ 2,500
TOTAL AVAILABLE RESOURCES	$ 14,355	$ 16,984	$ 14,974	$ 17,474
EXPENDITURES:				
Payroll	$ -	$ -	$ -	$ -
Supplies	-	-	-	-
Maintenance	-	-	-	-
Services	1,881	-	-	-
Debt Service	-	-	-	-
Capital Outlay	-	-	-	-
Capital Improvement	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	$ 1,881	$ -	$ -	$ -
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	$ 1,881	$ -	$ -	$ -
ENDING FUND BALANCES	$ 12,474	$ 16,984	$ 14,974	$ 17,474

CITY OF ANNA
UTILITY FUND

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Budget 2022-23
BEGINNING BALANCES	$ 4,282,495	$ 4,735,201	$ 5,757,394	$ 5,439,989
REVENUES:				
Property Taxes	$ -	$ -	$ -	$ -
Sales Tax	-	-	-	-
Charges for Services				
Water Sales	5,917,423	6,000,000	6,200,000	6,510,000
Sewer Charges	3,987,465	3,600,000	4,240,000	5,640,263
Solid Waste Charges	1,220,652	1,100,000	1,760,000	1,760,000
Other Fees and Charges	1,587,543	1,239,000	1,239,000	1,072,000
Permits, Licenses and Fees	-	-	-	-
Franchise Fees and Local Taxes	-	-	-	-
Investment Income	24,364	20,000	20,000	20,000
Other Revenues	319,470	199,700	199,700	198,200
Intergovernmental		-	-	-
Fines	-	-	-	-
TOTAL OPERATIONAL REVENUE	$ 13,056,917	$ 12,158,700	$ 13,658,700	$ 15,200,463
Transfers from other funds	-	-	-	-
TOTAL REVENUES	$ 13,056,917	$ 12,158,700	$ 13,658,700	$ 15,200,463
TOTAL AVAILABLE RESOURCES	$ 17,339,412	$ 16,893,901	$ 19,416,094	$ 20,640,452
EXPENDITURES:				
Payroll	$ 1,917,869	$ 2,424,401	$ 2,424,401	$ 2,901,362
Supplies	179,581	147,845	147,845	163,583
Maintenance	666,346	612,675	612,675	642,675
Services				
Water Purchases	1,739,107	1,960,000	1,960,000	2,165,000
Sewer Treatment	2,571,786	2,530,000	2,600,000	2,800,000
Solid Waste	1,301,308	1,100,000	1,760,000	1,760,000
Other	1,217,923	1,175,298	1,175,298	1,224,429
Debt Service	1,988,098	2,145,886	2,145,886	2,118,430
Capital Outlay	-	265,000	265,000	-
TOTAL OPERATIONAL EXPENDITURES	$ 11,582,018	$ 12,361,105	$ 13,091,105	$ 13,775,479
Transfers to other funds	-	885,000	885,000	650,000
TOTAL EXPENDITURES	$ 11,582,018	$ 13,246,105	$ 13,976,105	$ 14,425,479
ENDING FUND BALANCES	$ 5,757,394	$ 3,647,796	$ 5,439,989	$ 6,214,973
Fund Balance Percentage	49.7%	29.5%	41.6%	45.1%

CITY OF ANNA
COMMUNITY DEVELOPMENT CORPORATION

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Budget 2022-23
BEGINNING BALANCES	$ 1,393,075	$ 1,613,338	$ 1,791,879	$ 7,734,793
REVENUES:				
Property Taxes	$ -	$ -	$ -	$ -
Sales Tax	1,757,926	1,630,000	2,120,000	2,460,000
Charges for Services	-	-	-	-
Permits, Licenses and Fees	-	-	-	-
Franchise and Local Taxes	-	-	-	-
Investment Income	7,507	5,000	5,000	5,000
Other Revenues	180	-	5,615,652	-
Intergovernmental	-	-	-	-
Fines	-	-	-	-
TOTAL OPERATIONAL REVENUE	$ 1,765,613	$ 1,635,000	$ 7,740,652	$ 2,465,000
Transfers from other funds	-	-	-	-
TOTAL REVENUES	$ 1,765,613	$ 1,635,000	$ 7,740,652	$ 2,465,000
TOTAL AVAILABLE RESOURCES	$ 3,158,688	$ 3,248,338	$ 9,532,531	$ 10,199,793
EXPENDITURES:				
Payroll	$ 127,479	$ 389,530	$ 389,530	$ 468,189
Supplies	8,007	10,600	10,600	13,100
Maintenance	-	-	-	-
Services	902,186	1,070,145	1,070,145	2,247,378
Debt Service	329,137	327,463	327,463	193,865
Capital Outlay	-	-	-	-
Capital Improvement	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	$ 1,366,809	$ 1,797,738	$ 1,797,738	$ 2,922,532
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	$ 1,366,809	$ 1,797,738	$ 1,797,738	$ 2,922,532
ENDING FUND BALANCES	$ 1,791,879	$ 1,450,600	$ 7,734,793	$ 7,277,261
Fund Balance Percentage	131.1%	80.7%	430.3%	249.0%

CITY OF ANNA
ECONOMIC DEVELOPMENT CORPORATION

	Actual 2020-21	Budget 2021-22	Estimated 2021-22	Budget 2022-23
BEGINNING BALANCES	$ 460,382	$ 351,708	$ 408,227	$ 5,923,224
REVENUES:				
Property Taxes	$ -	$ -	$ -	$ -
Sales Tax	-	-	-	-
Charges for Services	11,276	10,000	10,000	10,000
Permits, Licenses and Fees	-	-	-	-
Franchise and Local Taxes	-	-	-	-
Investment Income	2,457	2,000	2,000	2,000
Other Revenues	-	1,500	5,617,152	-
Intergovernmental	-	-	-	-
Fines	-	-	-	-
TOTAL OPERATIONAL REVENUE	$ 13,733	$ 13,500	$ 5,629,152	$ 12,000
Transfers from other funds	-	-	-	-
TOTAL REVENUES	$ 13,733	$ 13,500	$ 5,629,152	$ 12,000
TOTAL AVAILABLE RESOURCES	$ 474,115	$ 365,208	$ 6,037,379	$ 5,935,224
EXPENDITURES:				
Payroll	$ -	$ -	$ -	$ -
Supplies	-	-	-	-
Maintenance	1,244	3,000	3,000	3,000
Services	64,644	111,155	111,155	783,350
Debt Service	-	-	-	-
Capital Outlay	-	-	-	-
Capital Improvement	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	$ 65,888	$ 114,155	$ 114,155	$ 786,350
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	$ 65,888	$ 114,155	$ 114,155	$ 786,350
ENDING FUND BALANCES	$ 408,227	$ 251,053	$ 5,923,224	$ 5,148,874
Fund Balance Percentage	619.6%	219.9%	5188.8%	654.8%

THE CITY OF Anna

COMMUNITY INVESTMENT PROGRAM

CITY OF ANNA
COMMUNITY INVESTMENT PROGRAM
ALL FUNDS SUMMARY

	Actual Prior Years	Estimated 2021-22	Budget 2022-23
BEGINNING BALANCE	$ 39,363,609	$ 43,751,673	$ 25,854,612
REVENUES			
Bond Proceeds	$ 8,759,796	$ -	$ 97,770,000
Interest Revenue	137,060	130,000	130,000
Intergovernmental Revenue	41,396	-	-
PID Assessment	1,696,600	-	-
Road Improvement Fees	1,587,873	800,000	1,300,000
Water Improvement Fees	4,798,127	1,000,000	1,000,000
Wastewater Improvement Fees	3,812,550	4,000,000	4,000,000
Miscellaneous Revenue	30,150	-	-
Transfers In	7,657,572	1,700,000	1,118,000
TOTAL	$ 28,521,124	$ 7,630,000	$ 105,318,000
FUNDS			
Capital Bond Fund	$ 16,866,993	$ 12,375,615	$ 21,582,000
Capital Non-Bond Fund	1,011,132	3,316,755	2,918,000
Road Impact Fees Combined	1,078,060	798,665	530,000
Utility Bond Fund	-	-	37,000,000
Utility Non-Bond Fund	601,858	350,000	650,000
Water Impact Fee Fund	3,870,312	4,076,513	1,110,000
Wastewater Impact Fee Fund	704,706	4,609,513	9,350,000
TOTAL	$ 24,133,061	$ 25,527,061	$ 73,140,000
ENDING FUND BALANCE	$ 43,751,673	$ 25,854,612	$ 58,032,612

CITY OF ANNA
COMMUNITY INVESTMENT PROGRAM
ALL FUNDS SUMMARY

	Budget 2023-24	Budget 2024-25	Budget 2025-26	Budget 2026-27
	$ 58,032,612	$ 26,222,612	$ 15,737,612	$ 19,867,612
	$ 14,300,000	$ -	$ -	$ -
	130,000	130,000	130,000	130,000
	-	-	-	-
	-	-	-	-
	1,300,000	1,300,000	800,000	800,000
	1,000,000	1,000,000	1,000,000	1,000,000
	6,000,000	3,000,000	3,000,000	3,000,000
	-	-	-	-
	1,035,000	800,000	650,000	500,000
	$ 23,765,000	$ 6,230,000	$ 5,580,000	$ 5,430,000
	$ 16,050,000	$ 10,900,000	$ -	$ -
	790,000	400,000	400,000	400,000
	2,000,000	2,000,000	800,000	-
	28,000,000	-	-	-
	635,000	415,000	250,000	100,000
	1,700,000	3,000,000	-	-
	6,400,000	-	-	-
	$ 55,575,000	$ 16,715,000	$ 1,450,000	$ 500,000
	$ 26,222,612	$ 15,737,612	$ 19,867,612	$ 24,797,612

CITY OF ANNA
COMMUNITY INVESTMENT PROGRAM
CAPITAL PROJECTS BOND FUND

	Actual 2020-21	Estimated 2021-22	Budget 2022-23	Budget 2023-24
BEGINNING BALANCE	$ 21,920,667	$ 13,857,492	$ 1,491,877	$ 12,689,877
REVENUES				
Bond Proceeds	$ 8,759,796	$ -	$ 32,770,000	$ 14,300,000
Interest Revenue	44,022	10,000	10,000	10,000
TOTAL	$ 8,803,818	$ 10,000	$ 32,780,000	$ 14,310,000
PROJECTS				
City Hall Municipal Complex	$ 16,566,114	$ 5,052,708	$ -	$ -
Hackberry Drive	57,560	-	-	-
Fire Station #2	-	2,700,000	3,640,000	-
Ladder Truck (Quint / Aerial)	3,218	1,656,782	-	-
Community Library	-	2,700,000	5,000,000	14,300,000
Sports Complex	-	-	4,000,000	100,000
Community Recreation Center	-	-	1,158,000	-
Bryant Park Improvements	-	-	-	750,000
Trails	-	84,000	984,000	900,000
Slayter Creek Park Improvements	-	100,000	5,200,000	-
Skate Park	-	82,125	1,600,000	-
TOTAL PROJECTS	$ 16,866,993	$ 12,375,615	$ 21,582,000	$ 16,050,000
ENDING FUND BALANCE	$ 13,857,492	$ 1,491,877	$ 12,689,877	$ 10,949,877

CITY OF ANNA
COMMUNITY INVESTMENT PROGRAM
CAPITAL PROJECTS BOND FUND

Budget 2024-25	Budget 2025-26	Budget 2026-27	Project Total
$ 10,949,877	$ 59,877	$ 69,877	
$ -	$ -	$ -	
10,000	10,000	10,000	
$ 10,000	$ 10,000	$ 10,000	
$ -	$ -	$ -	$ 30,918,450
-	-	-	57,560
-	-	-	6,340,000
-	-	-	1,660,000
-	-	-	22,000,000
-	-	-	4,100,000
10,100,000	-	-	11,258,000
-	-	-	750,000
800,000	-	-	2,768,000
-	-	-	5,300,000
-	-	-	1,682,125
$ 10,900,000	$ -	$ -	
$ 59,877	$ 69,877	$ 79,877	

CITY OF ANNA
COMMUNITY INVESTMENT PROGRAM
CAPITAL PROJECTS NON BOND FUND

	Actual Prior Years	Estimated 2021-22	Budget 2022-23	Budget 2023-24
BEGINNING BALANCE	$ 3,216,943	$ 5,578,909	$ 3,582,154	$ 1,152,154
REVENUES				
Interest Revenue	$ 14,790	$ 20,000	$ 20,000	$ 20,000
Intergovernmental Revenue	41,396	-	-	-
Transfers In - General Fund	3,316,912	1,300,000	468,000	400,000
TOTAL	$ 3,373,098	$ 1,320,000	$ 488,000	$ 420,000
PROJECTS				
City Hall Municipal Complex	$ 289,239	$ 950,762	$ 400,000	$ -
Hackberry Drive	-	460,000	1,000,000	-
Enterprise Resource Planning Software	114,358	5,642	68,000	-
Downtown Street Expansion	-	60,000	1,050,000	390,000
Street Maintenance Sales Tax Projects	-	400,000	400,000	400,000
Foster Crossing	291,527	-	-	-
Taylor Boulevard	181,359	-	-	-
Coyote Meadows	-	200,000	-	-
EMS Transport Ambulance #2	134,649	265,351	-	-
EMS Transport Ambulance #3	-	500,000	-	-
Three Single Trailer Mount Generators	-	475,000	-	-
TOTAL PROJECTS	$ 1,011,132	$ 3,316,755	$ 2,918,000	$ 790,000
ENDING FUND BALANCE	$ 5,578,909	$ 3,582,154	$ 1,152,154	$ 782,154

CITY OF ANNA
COMMUNITY INVESTMENT PROGRAM
CAPITAL PROJECTS NON BOND FUND

Budget 2024-25	Budget 2025-26	Budget 2026-27	Project Total
$ 782,154	$ 802,154	$ 822,154	
$ 20,000	$ 20,000	$ 20,000	
-	-	-	
400,000	400,000	400,000	
$ 420,000	$ 420,000	$ 420,000	
$ -	$ -	$ -	$ 1,640,001
-	-	-	1,460,000
-	-	-	188,000
-	-	-	1,500,000
400,000	400,000	400,000	2,400,000
-	-	-	291,527
-	-	-	181,359
-	-	-	200,000
-	-	-	400,000
-	-	-	500,000
-	-	-	475,000
$ 400,000	$ 400,000	$ 400,000	
$ 802,154	$ 822,154	$ 842,154	

CITY OF ANNA
CAPITAL IMPROVEMENTS PROGRAM
ROADWAY IMPACT FEES

	Actual Prior Years	Estimated 2021-22	Budget 2022-23	Budget 2023-24
BEGINNING BALANCE	$ 1,740,681	$ 2,260,571	$ 2,281,906	$ 3,071,906
Road Improvement Fees	$ 1,587,873	$ 800,000	$ 1,300,000	$ 1,300,000
Interest Revenue	10,077	20,000	20,000	20,000
TOTAL REVENUE	$ 1,597,950	$ 820,000	$ 1,320,000	$ 1,320,000
TOTAL AVAILABLE RESOURCES	$ 3,338,631	$ 3,080,571	$ 3,601,906	$ 4,391,906
PROJECTS				
Ferguson Parkway	$ -	$ 40,000	$ 280,000	$ 2,000,000
Foster Crossing Road	-	600,000	-	-
Taylor Boulevard	-	158,665	250,000	-
TOTAL PROJECTS	$ 1,078,060	$ 798,665	$ 530,000	$ 2,000,000
ENDING FUND BALANCE	$ 2,260,571	$ 2,281,906	$ 3,071,906	$ 2,391,906

CITY OF ANNA
CAPITAL IMPROVEMENTS PROGRAM
ROADWAY IMPACT FEES

Budget 2024-25	Budget 2025-26	Budget 2026-27	Project Total
$ 2,391,906	$ 1,711,906	$ 1,731,906	
$ 1,300,000	$ 800,000	$ 800,000	
20,000	20,000	20,000	
$ 1,320,000	$ 820,000	$ 820,000	
$ 3,711,906	$ 2,531,906	$ 2,551,906	
$ 2,000,000	$ 800,000	$ -	$ 5,120,000
-	-	-	600,000
-	-	-	408,665
$ 2,000,000	$ 800,000	$ -	
$ 1,711,906	$ 1,731,906	$ 2,551,906	

CITY OF ANNA
COMMUNITY INVESTMENT PROGRAM
UTILITY BOND FUND PROJECTS

	Actual Prior Years	Estimated 2021-22	Budget 2022-23	Budget 2023-24
BEGINNING BALANCE	$ 105,013	$ 105,013	$ 105,013	$ 28,105,013
REVENUES				
Bond Proceeds	$ -	$ -	$ 65,000,000	$ -
TOTAL	$ -	$ -	$ 65,000,000	$ -
PROJECTS				
Wastewater Treatment Plant Permit & Design	$ -	$ -	$ 37,000,000	$ 28,000,000
TOTAL PROJECTS	$ -	$ -	$ 37,000,000	$ 28,000,000
ENDING FUND BALANCE	$ 105,013	$ 105,013	$ 28,105,013	$ 105,013

CITY OF ANNA
COMMUNITY INVESTMENT PROGRAM
UTILITY BOND FUND PROJECTS

Budget 2024-25	Budget 2025-26	Budget 2026-27	Project Total
$ 105,013	$ 105,013	$ 105,013	
$ -	$ -	$ -	
$ -	$ -	$ -	
$ -	$ -	$ -	$ 65,000,000
$ -	$ -	$ -	
$ 105,013	$ 105,013	$ 105,013	

CITY OF ANNA
COMMUNITY INVESTMENT PROGRAM
UTILITY NON-BOND FUND PROJECTS

	Actual Prior Years	Estimated 2021-22	Budget 2022-23	Budget 2023-24
BEGINNING BALANCE	$ 3,235,931	$ 8,715,746	$ 8,795,746	$ 8,825,746
REVENUES				
Utility Fund Cash Reserves	$ -	$ 400,000	$ 650,000	$ 635,000
PID Assessment	1,696,600	-	-	-
Interest Revenue	14,263	30,000	30,000	30,000
Miscellaneous Revenue	30,150	-	-	-
Transfer In	4,340,660	-	-	-
TOTAL	$ 6,081,673	$ 430,000	$ 680,000	$ 665,000
PROJECTS				
Treatment Plant Rehab & Expansion	$ -	$ 170,000	$ 200,000	$ 185,000
Sherley Storage Tank Rehabilitation	-	180,000	-	-
Storage Tank Painting and Rehabilitation	-	-	100,000	100,000
SCADA Hardware and Programming	-	-	250,000	250,000
Risk & Resilience Infrastructure Improvements	-	-	100,000	100,000
TOTAL PROJECTS	$ 601,858	$ 350,000	$ 650,000	$ 635,000
ENDING FUND BALANCE	$ 8,715,746	$ 8,795,746	$ 8,825,746	$ 8,855,746

CITY OF ANNA
COMMUNITY INVESTMENT PROGRAM
UTILITY NON-BOND FUND PROJECTS

Budget 2024-25	Budget 2025-26	Budget 2026-27	Project Total
$ 8,855,746	$ 8,870,746	$ 8,900,746	
$ 400,000	$ 250,000	$ 100,000	
-	-	-	
30,000	30,000	30,000	
-	-	-	
-	-	-	
$ 430,000	$ 280,000	$ 130,000	
$ 215,000	$ 150,000	$ -	$ 920,000
-	-	-	180,000
100,000	-	-	300,000
-	-	-	500,000
100,000	100,000	100,000	500,000
$ 415,000	$ 250,000	$ 100,000	
$ 8,870,746	$ 8,900,746	$ 8,930,746	

CITY OF ANNA
CAPITAL IMPROVEMENTS PROGRAM
WATER IMPACT FEES

	Actual Prior Years	Estimated 2021-22	Budget 2022-23	Budget 2023-24
BEGINNING BALANCE	$ 5,713,192	$ 6,672,200	$ 3,625,687	$ 3,545,687
Water Improvement Fees	$ 4,798,127	$ 1,000,000	$ 1,000,000	$ 1,000,000
Interest Revenue	31,193	30,000	30,000	30,000
TOTAL REVENUE	$ 4,829,320	$ 1,030,000	$ 1,030,000	$ 1,030,000
TOTAL AVAILABLE RESOURCES	$ 10,542,512	$ 7,702,200	$ 4,655,687	$ 4,575,687
PROJECTS				
US 75 Utility Relocations	$ -	$ 150,000	$ 700,000	$ -
Collin Pump Station Expansion	-	3,622,000	-	-
Well #9	-	-	-	100,000
State Hwy 5 Utility Relocation	-	304,513	410,000	1,600,000
TOTAL PROJECTS	$ 3,870,312	$ 4,076,513	$ 1,110,000	$ 1,700,000
ENDING FUND BALANCE	$ 6,672,200	$ 3,625,687	$ 3,545,687	$ 2,875,687

CITY OF ANNA
CAPITAL IMPROVEMENTS PROGRAM
WATER IMPACT FEES

Budget 2024-25	Budget 2025-26	Budget 2026-27	Project Total
$ 2,875,687	$ 905,687	$ 1,935,687	
$ 1,000,000	$ 1,000,000	$ 1,000,000	
30,000	30,000	30,000	
$ 1,030,000	$ 1,030,000	$ 1,030,000	
$ 3,905,687	$ 1,935,687	$ 2,965,687	
$ -	$ -	$ -	$ 850,000
-	-	-	3,622,000
3,000,000	-	-	3,100,000
-	-		2,314,513
$ 3,000,000	$ -	$ -	
$ 905,687	$ 1,935,687	$ 2,965,687	

CITY OF ANNA
CAPITAL IMPROVEMENTS PROGRAM
WASTEWATER IMPACT FEES

	Actual Prior Years	Estimated 2021-22	Budget 2022-23	Budget 2023-24
BEGINNING BALANCE	$ 3,431,182	$ 6,561,741	$ 5,972,228	$ 642,228
Wastewater Improvement Fees	$ 3,812,550	$ 4,000,000	$ 4,000,000	$ 6,000,000
Interest Revenue	22,715	20,000	20,000	20,000
TOTAL REVENUE	$ 3,835,265	$ 4,020,000	$ 4,020,000	$ 6,020,000
TOTAL AVAILABLE RESOURCES	$ 7,266,447	$ 10,581,741	$ 9,992,228	$ 6,662,228
PROJECTS				
State Hwy 5 Utility Relocation	$ -	$ 609,513	$ 350,000	$ 1,400,000
Hurricane Creek Line B Sanitary Sewer	-	-	4,000,000	-
Wastewater Treatment Plant Permit & Design	-	4,000,000	5,000,000	5,000,000
TOTAL PROJECTS	$ 704,706	$ 4,609,513	$ 9,350,000	$ 6,400,000
ENDING FUND BALANCE	$ 6,561,741	$ 5,972,228	$ 642,228	$ 262,228

CITY OF ANNA
CAPITAL IMPROVEMENTS PROGRAM
WASTEWATER IMPACT FEES

Budget 2024-25	Budget 2025-26	Budget 2026-27	Project Total
$ 262,228	$ 3,282,228	$ 6,302,228	
$ 3,000,000	$ 3,000,000	$ 3,000,000	
20,000	20,000	20,000	
$ 3,020,000	$ 3,020,000	$ 3,020,000	
$ 3,282,228	$ 6,302,228	$ 9,322,228	
$ -	$ -	$ -	$ 2,359,513
-	-	-	4,000,000
-	-	-	14,000,000
$ -	$ -	$ -	
$ 3,282,228	$ 6,302,228	$ 9,322,228	

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

Ordinance Adopting the Budget for the 2022 – 2023 Fiscal Year

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF ANNA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; APPROPRIATING MONEY TO AN INTEREST AND SINKING FUND TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF ANNA FOR THE 2022 – 2023 FISCAL YEAR.

WHEREAS, the budget, appended hereto as Exhibit A, for the fiscal year beginning October 1, 2022 and ending September 30, 2023, was duly presented to the City Council by the City Manager and a public hearing was ordered by the City Council and a public notice of said hearing was caused to be given by the City Council and said notice was published in the Anna- Melissa Tribune and said public hearing was held according to said notice; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANNA THAT:

SECTION 1. The appropriations for the fiscal year beginning October 1, 2022, and ending September 30, 2023 for the support of the general government of the City of Anna, Texas, be fixed and determined for said terms in accordance with the expenditures shown in the City's fiscal year 2022 – 2023 budget, a copy of which is appended hereto as Exhibit A and incorporated herein as if set forth in full;

SECTION 2. The budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City's budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

SECTION 3. There is hereby appropriated the amount shown in said budget necessary to provide for an interest and sinking fund for the payment of principal and interest and the retirement of the bonded debt requirements of fiscal year 2022 – 2023 of the City of Anna.

PASSED AND APPROVED by record roll call vote on this, the 13th day of September 2022.

Ayes _____ Nays_____ Abstained_____

ATTESTED:

_____
City Secretary Carrie L. Land

APPROVED:

_____
Mayor Nate Pike

Item No. 6.m.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Terri Doby

AGENDA ITEM:
Consider/Discuss/Action regarding a Resolution ratifying the property tax revenue increase reflected in the City of Anna FY2023 Budget. (City Manager Jim Proce)

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

The budget is funded by a tax rate of $0.539750, which is less than the tax rate adopted last year. The total amount of revenue generated from property taxes will increase by $2,933,047 which is a 29.3 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $1,456,946.

FINANCIAL IMPACT:
Process to adopt Fiscal Year 2023 Budget.

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

STAFF RECOMMENDATION:
Staff recommends approval of the attached Resolution.

ATTACHMENTS:
1. FY2023 Tax Rate Ratification Resolution

APPROVALS:

Terri Doby, Budget Manager	Created/Initiated - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, ACKNOWLEDGING AND RATIFYING THAT THE ADOPTION OF THE FISCAL YEAR 2022-2023 ANNUAL BUDGET WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS FISCAL YEAR

WHEREAS, The City Council (the "Council") of the City of Anna wishes to comply with Section 102.007 of the Local Government Code; and

WHEREAS, Section 102.007 of the Local Government Code requires a separate vote of the Council if the budget will require raising more revenue from property taxes than the previous fiscal year; and,

WHEREAS, this resolution satisfies the aforementioned requirement;

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

Section 1. Recitals Incorporated.

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

Section 2. **Acknowledgement and Ratification**

The Fiscal Year 2022-2023 annual budget will raise more revenue from property taxes than the previous fiscal year's budget by $2,933,047 or 29.3%, and of that amount $1,456,946 is tax revenue to be raised from new property added to the tax roll this year.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 13th day of September, 2022.

ATTESTED:	APPROVED:
_____	_____
City Secretary Carrie L. Land	Mayor Nate Pike

Item No. 6.n.

City Council Agenda
Staff Report

Meeting Date: 9/13/2022
Staff Contact: Terri Doby

AGENDA ITEM:

Consider/Discuss/Action approving an Ordinance adopting the FY2023 Tax Rate. (City Manager Jim Proce)

SUMMARY:

The FY2023 budget can be funded by adopting a tax rate of $0.539750 cents per $100 valuation. Of the total tax rate, $0.396533 cents are dedicated to the general fund maintenance and operations (M&O) and $0.143217 cents are dedicated for the payment of general fund debt obligations, or interest and sinking (I&S).

State regulations require specific language to be included in the ordinance and motion adopting the tax rate. The language in the motion is meant to reflect the change in the total tax rate while the language in section 5 of the ordinance only reflects the change in the M&O portion of the rate. The M&O rate exceeds the M&O no-new-revenue rate by 5.2% but is lower than the FY2022 adopted M&O rate, resulting in a $56.10 decrease on a $100,000 home.

As the proposed rate exceeds the no-new-revenue rate of $0.464098, the motion must be made in the following form:

"I move that the property tax rate be increased by the adoption of a tax rate of $0.539750, which is effectively an 16.3% percent increase in the tax rate."

In addition to statutory requirements for the language of the motion to adopt the tax rate, Sec. 26.05(b) requires 60% of the Council to vote in favor of a tax rate that exceeds the no-new-revenue tax rate. This means that 5 members of the Council must vote in favor of the motion to pass the $0.539750 rate.

FINANCIAL IMPACT:

Process to adopt Tax Year 2022 / Fiscal Year 2023 property tax rate.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval of the attached Ordinance adopting a tax rate of $0.539750 cents per $100 in valuation for the 2022 tax year.

ATTACHMENTS:

1. FY2023 Tax Rate Adoption Ordinance

APPROVALS:

Terri Doby, Budget Manager	Created/Initiated - 9/7/2022
Jim Proce, City Manager	Final Approval - 9/7/2022

CITY OF ANNA, TEXAS

Ordinance No._____

Ordinance Setting the Tax Rate for the Next Fiscal Year

AN ORDINANCE LEVYING PROPERTY TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF ANNA FOR THE 2022-2023 FISCAL YEAR; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF ANNA; PROVIDING FOR APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES; AND, PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS.

SECTION 1. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of Anna, and to provide an Interest and Sinking Fund for the 2022-2023 fiscal year; upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of $0.539750 on each $100.00 in valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

a. For the maintenance and support of the general government (General Fund) $0.396533 on each $100 valuation of property.

b. For the purposes of creating an Interest and Sinking Fund to pay the interest and principal maturities of all outstanding debt of the City of Anna, not otherwise provided for, a tax of $0.143217 on each $100 valuation of property.

SECTION 2. That taxes levied under this ordinance shall be due October 1, 2022 and if not paid on or before January 31, 2023 shall immediately become delinquent. There shall be no discount for payment of taxes on or prior to January 31, 2023. A delinquent tax shall incur all penalty and interest authorized by law, Section 33.01 of the Texas Property Tax Code, as amended, to wit: a penalty of 6% of the amount of the tax for the first calendar month the tax is delinquent plus 1% for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent, or such other penalty as may be allowed by law.

Provided, however, a tax delinquent on July 1, 2023 incurs a total penalty of 12% of the amount of the delinquent tax without regard to the number of months the tax had been delinquent. A delinquent tax shall also accrue interest at a rate of 1% for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1, 2023 incur an additional penalty of 15% of the amount of taxes, penalty and interest due; such additional penalty is to defray the costs of collection due pursuant to the contract with the City's attorney authorized by Section 6.30 of the Texas Property Tax Code, as amended.

SECTION 3. All taxes shall become a lien upon the property against which assessed, and the city assessor and collector of the City of Anna is hereby authorized and empowered to enforce the collections of such taxes according to the Constitution and laws of the State of Texas and ordinances of the City of Anna shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest; and, the interest and penalty collected from such delinquent taxes shall be apportioned to the general funds of the City of Anna. All delinquent taxes shall bear interest from date of delinquency at the rate as prescribed by state law.

SECTION 4. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

SECTION 5. THIS TAX RATE WILL EFFECTIVELY BE RAISED BY 5.20 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY -$56.10.

SECTION 6. Taxes shall be payable in full at the office of the Tax Assessor/Collector, Kenneth Maun, 2300 Bloomdale Road, Suite 2366, McKinney, Texas 75071. The Town shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION7. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED by record roll call vote on this, the 13th day of September 2022.

Ayes _____ Nays_____ Abstained_____

ATTESTED: APPROVED:

_____ _____

City Secretary Carrie L. Land Mayor Nate Pike