

AGENDA



City Council Meeting

Tuesday, October 11, 2022 @ 6:30 PM

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

The City Council of the City of Anna will meet at 6:30 PM, on October 11, 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. 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. Proclamation - Police Officer Day
- b. Update on Anna Community Survey (Assistant to the City Manager Kimberly Winarski)

- c. Update on Council Retreat with regard to Council Meeting Format
- 5. **Work Session.**
 - a. Discuss proposed roadway project submittals for the Collin County Bond Fund 2022-2023 Call for Projects. (Director of Public Works Greg Peters, P.E.)
 - b. Discuss draft Memorandum of Understanding with Anna ISD regarding facility construction. (Director of Public Works Greg Peters, P.E.)
- 6. **Consent Items.**

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

 - a. Approve City Council Meeting Minutes for September 27, 2022. (City Secretary Carrie Land)
 - b. Review Minutes of the September 6, 2022 Planning & Zoning Commission Meeting. (Director of Development Services Ross Altobelli)
 - c. Approve an Ordinance Establishing the Organization of the City's Emergency Management Program (Fire Chief Ray Isom)
 - d. Approve a Resolution amending the City of Anna Personnel Policy Manual. (Director of Human Resources Stephanie Beitelschies)
 - e. Approve a Resolution amending the Compensation Philosophy (Director of Human Resources Stephanie Beitelschies)
 - f. Approve a Resolution updating rules of procedure governing certain aspects (attire) of City Council and Boards and Commissions meetings. (Assistant to the City Manager Kimberly Winarski)
 - g. Approve a Resolution regarding Anna Christian Friendship, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)
 - h. Approve a Resolution regarding CR505 Addition, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)
 - i. Approve a Resolution regarding Arden Park, Phase 1, Final Plat. (Director of Development Services Ross Altobelli)
 - j. Approve a Resolution regarding Arden Park, Phase 1, Site Plan. (Director of Development Services Ross Altobelli)
 - k. Approve a Resolution regarding The Woods at Lindsey Place, Phase 1, Final Plat. (Director of Development Services Ross Altobelli)
 - l. Approve a Resolution regarding The Woods at Lindsey Place, Block L, Lot 9X, Site Plan. (Director of Development Services Ross Altobelli)
 - m. Approve a Resolution regarding Avery Pointe Commercial, Block A, Lots 1R, 2R, 3, 4, & 5, Replat. (Director of Development Services Ross Altobelli)
 - n. Approve a Resolution regarding East Fork Estates, Lot 23, Replat. (Director of Development Services Ross Altobelli)
 - o. Approve a Resolution regarding Ferguson-White Addition, Block A, Lot 1, Revised Site Plan. (Director of Development Services Ross Altobelli)
 - p. Approve a Resolution amending the construction phasing associated with the Coyote Meadows Phase 1A & Phase 1B residential subdivision. (Director of Development Services Ross Altobelli)

- q. Approve a Resolution authorizing the City Manager to accept and approve a contract with 8x8, Inc. for the purchase and installation of a new VoIP telephony system and related service agreements in a form approved by the City Attorney. (IT Director Kevin Johnson)

7. Items For Individual Consideration.

- a. Consider/Discuss/Action on a Resolution amending the Sherley Tract Subdivision Improvement Agreement by amending language under Section 5.9 (Restaurant and Water Feature) within Article V (Additional Obligations). (Director of Development Services Ross Altobelli).
- b. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend Planned Development Ord. No. 860-2020. (Director of Development Services Ross Altobelli)
- c. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance for a Specific Use Permit (SUP) for a metering station on one lot on 0.6± acre located on the north side of future Rosamond Parkway, 995± feet west of County Road 368. (Director of Development Services Ross Altobelli)
- d. Consider/Discuss/Action on appointment to the Diversity and Inclusion Commission. (City Secretary Carrie Land)
- e. Consider/Discuss/Action on a Resolution authorizing an Incentive Agreement for New Economic Development and related Lease Agreement between the Anna Economic Development Corporation and 3 Nations Brewing LLC. (Director of Economic Development Joey Grisham)
- f. Acting as the Anna Housing Finance Corporation Board of Directors, Consider/Discuss/Action on a Resolution approving a bond inducement for The Delvey Multifamily Project. (Director of Economic Development Joey Grisham)
- g. Acting as the Anna Public Facility Corporation Board of Directors, Consider/Discuss/Action on a Resolution approving a bond inducement for The Reserve at Anna Multifamily Project. (Director of Economic Development Joey Grisham)
- h. Consider/Discuss/Action on a Resolution approving an agreement by and between the City of Anna, Texas and Freese and Nichols, Incorporated, for the design of the Hurricane Creek Interceptor Sewer project from FM 455 to the northern City Limits in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

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). *"Bunetto v. City of Anna, Civil Action No. 4:21-cv-00413, United States District Court, Eastern District of Texas, Sherman Division."*
- 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 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.

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

This is to certify that I, Carrie L. Land, City Secretary, posted this Agenda on the City's website (www.annatexas.gov) and at a place readily accessible to the public at the Anna Municipal Complex and on the City Hall bulletin board at or before 5:00 p.m. on October 7, 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: 10/11/2022

Staff Contact:

AGENDA ITEM:

Proclamation - Police Officer Day

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 2022 Police Officer Day October 11

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 9/8/2022
Final Approval - 10/5/2022



POLICE OFFICER DAY

OCTOBER 11, 2022

- WHEREAS,** Police Officers of the Anna Police Department stand watch over our neighbors, selflessly risking their lives to protect individuals, families, neighborhoods, and property against crime; and
- WHEREAS,** it is important that all neighbors recognize the duties, responsibilities, hazards, and sacrifices of local law enforcement agencies; and
- WHEREAS,** the Anna Police Department, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated service to the community.

NOW, THEREFORE, I, NATE PIKE, as Mayor of the City of Anna do hereby declare October 11, 2022 as:

POLICE OFFICER DAY

in the City of Anna, Texas, and hereby publicly salute the service of law enforcement officers in our community.

*In witness, whereof I have hereunto set my hand this
11th day of October 2022 and called this seal to be affixed.*

Nate Pike, Mayor



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Kimberly Winarski

AGENDA ITEM:

Update on Anna Community Survey (Assistant to the City Manager Kimberly Winarski)

SUMMARY:

On April 26, 2022, staff gave Council an overview of the Community Survey we would be implementing for the first time this year. The survey asks for neighbor feedback on the quality and importance of ten different facets of community life: the economy, public safety, community design, transportation/mobility, utilities, the environment, parks and recreation, health and wellness, arts and culture, and inclusivity and engagement. This neighbor feedback can be used to identify our greatest areas of success as well as the most important areas to neighbors that we address in the future. This brief report is just to update Council on the survey timeline. The mailed surveys went out to randomly-selected households in late September. The online version of the survey available to everyone will be published and promoted starting October 26th. The finished report will be available on December 7th and Polco who administers the survey will present the results at a January Council meeting.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

Goal 2: Anna - Great Place to Live

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

1. The NCS Instrument Anna TX 2022 FINAL
2. Final Timeline NCS Anna TX 2022

APPROVALS:

Kimberly Winarski, Management Analyst
Jim Proce, City Manager

Created/Initiated - 10/6/2022
Final Approval - 10/6/2022

The City of Anna 2022 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Anna.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Anna as a place to live.....	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Anna as a place to raise children.....	1	2	3	4	5
Anna as a place to work	1	2	3	4	5
Anna as a place to visit	1	2	3	4	5
Anna as a place to retire.....	1	2	3	4	5
The overall quality of life in Anna.....	1	2	3	4	5
Sense of community.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Anna as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Anna	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Anna	1	2	3	4	5
Overall design or layout of Anna's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Anna (water, sewer, storm water, electric/gas, broadband).....	1	2	3	4	5
Overall feeling of safety in Anna.....	1	2	3	4	5
Overall quality of natural environment in Anna.....	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Anna.....	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Anna to someone who asks	1	2	3	4	5
Remain in Anna for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Anna's downtown/commercial area during the day	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Anna community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

6. Please rate each of the following in the Anna community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Anna	1	2	3	4	5
Variety of business and service establishments in Anna.....	1	2	3	4	5
Vibrancy of downtown/commercial area	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Anna.....	1	2	3	4	5
Overall image or reputation of Anna	1	2	3	4	5

7. Please also rate each of the following in the Anna community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in Anna.....	1	2	3	4	5
Ease of travel by public transportation in Anna.....	1	2	3	4	5
Ease of travel by bicycle in Anna.....	1	2	3	4	5
Ease of walking in Anna.....	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods.....	1	2	3	4	5
Preservation of the historical or cultural character of the community.....	1	2	3	4	5
Public places where people want to spend time.....	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Overall quality of new development in Anna.....	1	2	3	4	5
Overall appearance of Anna.....	1	2	3	4	5
Cleanliness of Anna.....	1	2	3	4	5
Water resources (beaches, lakes, ponds, riverways, etc.).....	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.)... 1	2	3	4	5	
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food.....	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services.....	1	2	3	4	5
Availability of affordable quality mental health care.....	1	2	3	4	5
Opportunities to attend cultural/arts/music activities.....	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities.....	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Anna.....	1	2	3	4	5
Opportunities to participate in social events and activities.....	1	2	3	4	5
Opportunities to attend special events and festivals.....	1	2	3	4	5
Opportunities to volunteer.....	1	2	3	4	5
Opportunities to participate in community matters.....	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	<u>No</u>	<u>Yes</u>
Contacted the City of Anna (in-person, phone, email, or web) for help or information.....	1	2
Contacted Anna elected officials (in-person, phone, email, or web) to express your opinion.....	1	2
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.).....	1	2
Watched (online or on television) a local public meeting.....	1	2
Volunteered your time to some group/activity in Anna.....	1	2
Campaigned or advocated for a local issue, cause, or candidate.....	1	2
Voted in your most recent local election.....	1	2
Used bus, rail, subway, or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone.....	1	2
Walked or biked instead of driving.....	1	2

The City of Anna 2022 Community Survey

9. Please rate the quality of each of the following services in Anna.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting	1	2	3	4	5
Snow removal.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Affordable high-speed internet access	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.)	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing	1	2	3	4	5
Police/Sheriff services	1	2	3	4	5
Crime prevention	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services.....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts)	1	2	3	4	5
Anna open space.....	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste pick-up.....	1	2	3	4	5
City parks.....	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services	1	2	3	4	5
Overall customer service by Anna employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Anna government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Anna	1	2	3	4	5
The overall direction that Anna is taking	1	2	3	4	5
The job Anna government does at welcoming resident involvement.....	1	2	3	4	5
Overall confidence in Anna government	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The City of Anna	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Anna community to focus on each of the following in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Anna	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Anna	1	2	3	4
Overall design or layout of Anna's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Anna (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Anna.....	1	2	3	4
Overall quality of natural environment in Anna.....	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in Anna.....	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

The City of Anna 2022 Community Survey

Our last questions are about you and your household.

Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone.....	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online.....	1	2	3	4	5	6
Shop online.....	1	2	3	4	5	6

D2. Please rate your overall health.

☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?

Do you think the impact will be:

☐ Very positive ☐ Somewhat positive ☐ Neutral ☐ Somewhat negative ☐ Very negative

D4. How many years have you lived in Anna?

☐ Less than 2 years
☐ 2-5 years
☐ 6-10 years
☐ 11-20 years
☐ More than 20 years

D5. Which best describes the building you live in?

☐ One family house detached from any other houses
☐ Building with two or more homes
 (duplex, townhome, apartment, or condominium)
☐ Mobile home
☐ Other

D6. Do you rent or own your home?

☐ Rent
☐ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

☐ Less than \$500 ☐ \$2,000 to \$2,499
☐ \$500 to \$999 ☐ \$2,500 to \$2,999
☐ \$1,000 to \$1,499 ☐ \$3,000 to \$3,499
☐ \$1,500 to \$1,999 ☐ \$3,500 or more

D8. Do any children 17 or under live in your household?

☐ No ☐ Yes

D9. Are you or any other members of your household aged 65 or older?

☐ No ☐ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

☐ Less than \$25,000 ☐ \$75,000 to \$99,999
☐ \$25,000 to \$49,999 ☐ \$100,000 to \$149,999
☐ \$50,000 to \$74,999 ☐ \$150,000 or more

D11. Are you Spanish, Hispanic or Latino?

☐ No, not Spanish, Hispanic, or Latino
☐ Yes, I consider myself to be Spanish, Hispanic, or Latino

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

☐ American Indian or Alaskan Native
☐ Asian, Asian Indian, or Pacific Islander
☐ Black or African American
☐ White
☐ Other

D13. In which category is your age?

☐ 18-24 years ☐ 55-64 years
☐ 25-34 years ☐ 65-74 years
☐ 35-44 years ☐ 75 years or older
☐ 45-54 years

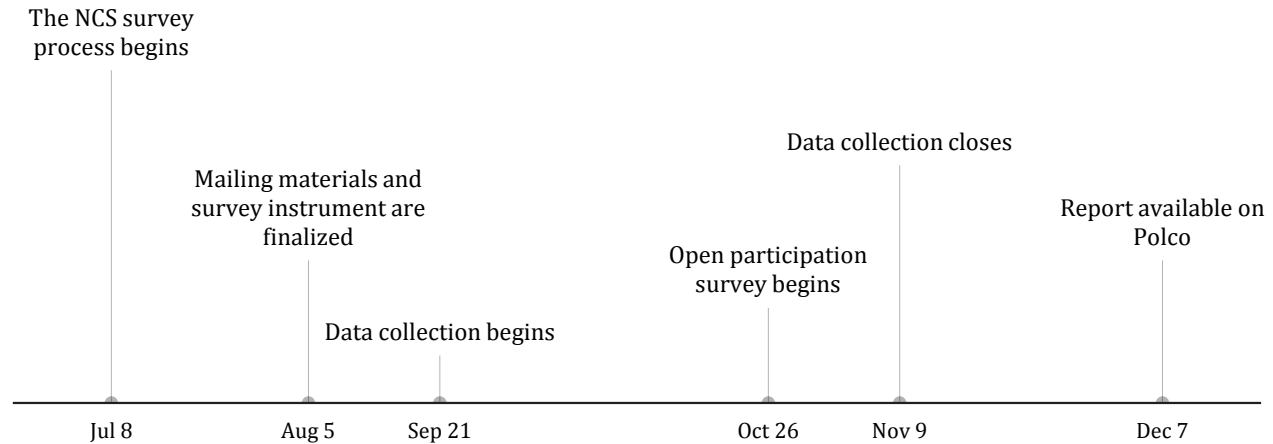
D14. What is your gender?

☐ Female
☐ Male
☐ Identify in another way

Thank you!

Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502

Timeline for The National Community Survey™



Item	Date
Preparing for the Survey	
Program Manager sends The NCS instrument for review	Jul 8
Send Program Manager drafts of optional custom questions to add to the survey	Jul 15
Mailing materials and survey instrument are finalized	Aug 5
Program Manager generates sample of representative households in your community	Aug 5
Polco prints materials, prepare mailings and sets up the survey online	Aug 5 to Sep 21
Conducting the Survey	
Data collection is open for The NCS - track response on Polco!	Sep 21 to Nov 9
Invitation postcards sent	Sep 21
Wave 1 survey invitations with paper survey sent	Sep 28
Open participation survey begins (Program Manager will provide link)	Oct 26
Data collection closes for the random sample survey and open participation survey	Nov 9
Send Program Manager final count of returned postcards	Nov 9
Survey analysis and report writing	Nov 9 to Dec 7
Program Manager provides link to report on Polco	Dec 7
After the Survey	
After your community has completed The NCS, stay engaged with your community members by posting additional surveys and polls on Polco!	



Item No. 4.c.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022

Staff Contact: Jim Proce

AGENDA ITEM:

Update on Council Retreat with regard to Council Meeting Format

SUMMARY:

As a part of the most recent Council Planning Retreat, several items with regard to the format, schedule and practice of the meeting were unanimously suggested to be revised to provide more efficient and effective practices. These revisions include the following:

- Effective in November, meetings will begin at 6PM in the Executive Conference Room (work session room)
- The first part of the meeting will be called to order in the Executive Conference Room (work session room) to address listed work session items and to preview items that will eventually be voted on or presented in the regular meeting, allowing Council to discuss such items of importance and provide guidance and preferences to staff so that items for Consent Agenda and or Individual Consideration will be provided with Council input. These meetings will be public meetings and the public will be allowed to attend in accordance with the Public Meetings Act requirements. Where space becomes a concern should the number of public exceeds the room capacity, the meeting can be transmitted to the Chambers for those present to view.
- Time permitting, closed sessions may follow work session items, at which time those not entitled to participate in the closed session will retreat to the Chambers, while the Council and appropriate staff discuss the Closed session items. If additional time is needed for Closed session items, these discussions can resume after the conclusion of the regular meeting items.
- These sessions (both work session and closed session) will end prior to 7PM, when the Council will retreat to the Chambers to start the regular meeting to order, beginning with the call to order, invocation, etc.
- Staff will provide the work session item presentations and data and respect the time constraints so as to respect the stated start time for Public Comment and Individual Consideration to begin promptly at 7PM.

The intent of this revision is to promote more collaborative discussions between Council and staff and to preview work session items for future considerations where and when possible.

Additionally, revisions to the staff reports will include:

- Decision Points Required

FINANCIAL IMPACT:

Not Applicable

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Not Applicable

ATTACHMENTS:**APPROVALS:**

Jim Proce, City Manager
Jim Proce, City Manager

Created/Initiated - 10/6/2022
Final Approval - 10/6/2022



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss proposed roadway project submittals for the Collin County Bond Fund 2022-2023 Call for Projects. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

In 2018 voters approved a \$750M Bond Election by Collin County to fund roads and parks. The bond package included:

- \$600 million for high-speed roadways
- \$140 million for arterial roadways that feed into the highway system
- \$10 million for open space and parks projects

The \$140M identified in the 2018 Bond is specifically allocated for arterial roads.

Arterial road projects in Anna are eligible to receive a portion of these funds if selected by the County Commissioners Court.

Previously, the City submitted the Ferguson Parkway Extension project to the County for consideration in their 2020 call for projects. At that time, the project was not selected.

Staff reviewed the scoring criteria provided by Collin County for this round, as some changes were made to their process. We are seeking to determine what projects are likely to receive the highest score, and thus be most likely to receive funding.

The three primary projects staff is considering for submittal include:

1. Rosamond Parkway from US 75 to SH 5 (to complete as a 4-lane road)
2. Taylor Boulevard from US 75 to Ferguson Parkway
3. Ferguson Parkway from the Collin County Outer Loop to north of Taylor Boulevard
4. Leonard Avenue from Foster Crossing to the Collin County Outer Loop

The scoring criteria is included in the call for projects memo shown in Exhibit A attached, and includes:

1. Safety
2. County-Wide Significance

3. Congestion
4. Requested Funding Amount
5. Start of Construction Date
6. Economic Development
7. Other County Projects
8. Priority of City

Some additional considerations the County included in their process are:

- Project must be on the County Thoroughfare Plan.
- Project must have broader impact than just to the City.
- If the project has outside funding from the state/COG/Federal organizations, that money does not count for the required match.
- Projects must be awarded for construction prior to 2027.
- City must agree to cooperate in regional issues and priorities, such as freeways and roadway improvements in their City to the benefit of the surrounding area and other cities.

Staff will present information on the scoring criteria and project options for discussion and feedback. The submittal deadline is October 31st.

FINANCIAL IMPACT:

The potential match is 70% County and 30% City if Anna is awarded a project.

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

N/A

ATTACHMENTS:

1. Exhibit A - County Memo - Call for Projects 2022

APPROVALS:

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

Created/Initiated - 10/5/2022
Final Approval - 10/5/2022

2022 Collin County Call for City Projects

Collin County cities are hereby invited to submit thoroughfare improvement projects for possible funding from Collin County's 2018 Bond Program. \$24 million is available from the Bond Program for distribution to cities. General information is below, as well as specific information about eligibility of cities and projects to receive funding and ranking of the projects. Submissions are due October 31, 2022 at the end of business. It is anticipated that rankings will be completed and funding will be available by April/May, 2023.

Eligibility

1. Thoroughfare must be on the Collin County Thoroughfare Plan. Collin County's definition of a "thoroughfare" is an ultimate 4-lane or 6-lane divided roadway with turn lanes and traffic signals.
2. City must have adequate funding with addition of County's contribution to totally fund the project. At least one-half of the City's share must come from City funds (developer participation and EDC funds are allowable); not grants from other agencies such as the North Central Texas Council of Governments, TxDOT, etc., nor from previously allocated bond funds from Collin County. A letter from the City Manager/Administrator/Mayor/Secretary must be included in the submittal that certifies that the funds are available for the City's share of the project.
3. City must have appropriate approvals to begin or advance the project through design, ROW, utility adjustment and construction immediately. Emphasis will be on projects that are close to being ready to go to construction. Documentation of City Council action approving/authorizing the project must be included in the submittal. If any other approvals were needed, documents verifying that the approvals have been obtained must also be included in the submittal.
4. Must have impact broader than just to the city.
5. Projects must have a projected award of a construction contract by the end of 2027.
6. Cities must agree to cooperate in regional issues and priorities, such as freeways and improvement of roadways in their city that are to the benefit of the surrounding area and other cities.
7. City is not in litigation with County.

Submittal Process

Submittals can be in a format of the City's choosing as long as it includes the following:

City

Project name and limits

Description of project

Estimated cost of project

Amount of funding requested by City.

Approvals:

Attach City Council Resolution or other Council action authorizing the project (if it was approved as part of a Capital Improvement Program or some other grouping of projects, that will suffice).

Attach any other approvals obtained, such as permits from TxDOT, Corps of Engineers, etc.

It is the County's intent for the cities and the County to make decisions based on the most accurate information possible; therefore, cities are encouraged to contact the County Engineering Department to clarify any confusion about these instructions.

The request must be submitted by email to

Dawn Redwine

4690 Community Ave, Ste 200

McKinney, Texas 75071

dredwine@collincountytx.gov

Ranking Process

Provide an explanation of the need for the proposed improvements and how this project will address that need. Examples of needs are

- "increased safety of intersection or curve that has serious crash history",
- "overcome congestion"/"additional capacity",
- "a critical segment of thoroughfare is missing",
- "restore traffic flow that has been reduced due to pavement condition",
- etc.

This is not an exhaustive list; there may be other needs that a city can identify.

Projects submitted will first be reviewed for eligibility.

Eligible projects will then be ranked to determine the order of priority and the number of projects that will be able to be funded. Each city will be limited to funding for only one project, although more than one project may be submitted. It is possible, depending on the number and total amount of projects submitted, that the Commissioners Court may limit the total amount the County will approve for any one project. The City will be contacted in that case to determine whether or not the City has the capability to implement the project with that limit.

Landscaping, irrigation and street lighting will not be eligible for County funding (those elements must not be included in the cost of estimate of what is being requested from the County). However, the City's funds can be used to pay for these items.

Projects will be rated according to the criteria below. Most of the criteria will be rated up to 5 points. Criteria #7 will be rated up to 10 points. The maximum number of points is 45.

1. Safety – Maximum points will be given if the city submits data that documents that the current condition of the thoroughfare includes a serious safety issue that can be solved with the proposed project. Rate 1, 3 or 5.
2. County-wide significance – Rate 1, 3 or 5.
3. Congestion – City must describe the level of congestion that exists on the thoroughfare. Rate 1, 3 or 5.
4. Requested funding amount – Emphasis on smaller projects in order to distribute funds more widely. Rate 1 to 5, with \$10M or greater being rated as 1; and less than \$3M being rated as 5.
5. Projected start of construction – Emphasis on projects that are closest to being ready to go to construction. Rate 1 to 5 with construction start by the end of 2023 being 5 and construction start by end of 2027 being 1. Ineligible if bidding after 2027.
6. Economic development – Rate 1 (low impact), 3 (medium impact) or 5 (strongly encourages development).
7. Other current County-funded projects – Rate either 0 or 10. Zero points will be given if City has a current County project funded by 2018 bonds. Ten points will be given if City currently has no other projects funded by the 2018 County bonds.
8. Priority of City – If a City submits more than one project, city must prioritize projects with highest priority getting the highest number of points. If a City submits only one project, the maximum number of points will be given. Rate 1 to 5.

Ranking will be established by listing the rating of the projects in order of the highest to lowest rating. Projects will be selected for funding starting with the highest ranked project until \$24M is committed.

If for whatever reason the project assigned is unable to be implemented, the funds will go back to the County for the Court to decide usage.

Matching Percentages – cities are listed with January 1, 2022, NCTCOG estimates

Cities with populations equal to or greater than 100,000, city match will be 50% and County match will be 50%

Cities with populations equal to or greater than 10,000 but less than 100,000, the city match will be 30% and the County match will be 70%

Cities with populations less than 10,000, the city match will be 20% and the County match will be 80%

Percentage Match of Cities

Based on Population
NCTCOG Estimates, January 1, 2022

<u>City</u>	<u>Population</u>	<u>City Match</u>
Dallas	1,321,740	50%
Plano	290,850	
Garland	247,590	
McKinney	206,460	
Frisco	217,470	
Carrollton	135,110	
Richardson	122,570	
Allen	104,870	
Wylie	60,460	30%
Prosper	35,410	
Sachse	28,450	
Celina	25,240	
Princeton	21,760	
Murphy	21,200	
Anna	20,980	
Royse City	18,810	
Melissa	18,030	
Fairview	10,830	
Lucas	8,000	20%
Parker	5,730	
Lavon	5,710	
Farmersville	4,290	
Van Alstyne	4,153	
Lowry Crossing	1,720	
Josephine	1,690	
Nevada	1,490	
St. Paul	1,000	
Blue Ridge	<1,000	
New Hope	<1,000	
Weston	<1,000	



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss draft Memorandum of Understanding with Anna ISD regarding facility construction. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Staff will present the draft MOU for feedback and discussion. The deal points have been discussed with Anna ISD Administration who has presented the concept to the Anna ISD School Board and received their feedback. Staff has shared the attached draft agreement with Anna ISD Administration and will be making changes based on the feedback received from the Council and the School Board, with adoption of the MOU to occur in the near future.

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. DRAFT MOU COA AISD CONSTRUCTION

APPROVALS:

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

Created/Initiated - 10/5/2022
Final Approval - 10/6/2022

**CITY OF ANNA, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ANNA AND THE ANNA INDEPENDENT SCHOOL DISTRICT REGARDING COOPERATION ON THE CONSTRUCTION OF SCHOOL FACILITIES

WHEREAS, the City of Anna is responsible for providing inspections of the construction of all public infrastructure and new facilities within the corporate limits of the City; and,

WHEREAS, Anna Independent School District is seeking to construct a wide range of new facilities necessary to serve the growing Anna population; and,

WHEREAS, the City of Anna and the Anna Independent School District are both overseen by a board of local elected officials who have been chosen by the public to serve in such a capacity; and,

WHEREAS, the two entities desire to create a cooperative atmosphere between the two agencies that will assist in the service of the citizens of Anna, Texas and the students of Anna Independent School District; and,

WHEREAS, the City Council believes that the Memorandum of Understanding between the Anna Independent School District and the City of Anna would serve to create such cooperative atmosphere; and,

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

The City Council hereby approves the Memorandum of Understanding attached hereto as Exhibit 1, incorporated herein for all purposed, and authorizes, ratifies, and approves the City Manager's execution of the same.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ____ day of _____, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT "A"
(following page)

**MEMORANDUM OF UNDERSTANDING BETWEEN
ANNA INDEPENDENT SCHOOL DISTRICT AND
THE CITY OF ANNA**

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS
 §
COUNTY OF COLLIN §

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2022, by and between the Anna Independent School District ("AISD" or the "District"), a Texas public school district, and the City of Anna, Texas ("City") (collectively "the Parties").

WITNESSETH

WHEREAS, City of Anna Engineering Division of Public Works jurisdiction includes: inspection of the construction and rehabilitation of all public infrastructure owned and operated by the City of Anna for use and benefit of the public, including public roads, sidewalks, water systems, sewer systems, and drainage systems, and;

WHEREAS, City of Anna Building Inspections Department jurisdiction includes: the inspection of all new construction of public and private improvements requiring a building permit as defined in the Code of Ordinances of the City of Anna, Texas, and;

WHEREAS, City of Anna Fire Department jurisdiction includes: the inspection of all fire suppression systems and infrastructure related to firefighting and emergency response as defined in the Code of Ordinances of the City of Anna, Texas, and;

WHEREAS, AISD jurisdiction includes: all property and facilities owned, leased, or rented by or otherwise under control of the District, and;

WHEREAS, the Parties desire to create a cooperative atmosphere between them and to assist one another in the successful completion of construction projects for the benefit of the public and the students of AISD, and;

WHEREAS, this cooperative effort will assist in the Parties' respective responsibilities and mission to serve the citizens of Anna, Texas and the AISD; and

NOW THEREFORE, for and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the undersigned Parties enter into this memorandum of understanding that outlines reasonable coordination efforts between the agencies, and agree as follows:

I. CONSTRUCTION PLAN REVIEW, APPROVAL, AND RELEASE

A. The City of Anna Building Inspections Department shall review all building permit requests and issue permits in accordance with City policies and procedures and the City of Anna Code of Ordinances.

- B. The City of Anna Engineering Division of Public Works shall review all civil engineering construction plans for public infrastructure and issue permits in accordance with City policies and procedures and the City of Anna Code of Ordinances.
- C. Once the City of Anna Engineering Division of Public Works has completed one review of the civil engineering construction plans for an AISD project, AISD may choose to request a release of a permit for early grading activities by providing the city with a copy of the grading plan, erosion control plan, and stormwater pollution prevention plan in digital format. Upon receiving a request for an early grading permit from AISD, City of Anna staff shall approve and release the early grading permit within 1 business day following receipt of the request. There shall be no fee for the early grading permit.
- D. AISD and the City of Anna understand that civil construction plans often change between the first plan review and final City of Anna approval. As such, all work completed by AISD and their employees, contractors, and subcontractors under an early grading permit is considered "At Risk." At Risk is defined as: AISD and their employees, contractors, and subcontractors shall bear full responsibility for any impacts beginning work on the project prior to civil engineering construction plan approval may have on the project budget, schedule, and materials.

II. CONSTRUCTION OPERATIONS

- A. AISD and their employees, contractors, and subcontractors may perform normal outside construction operations and activities on AISD property on all days of the year, except for New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
- B. AISD and their employees, contractors, and subcontractors may perform normal outside construction operations and activities on AISD property during the hours of 6am to 9pm Monday through Saturday and 8am to 6pm on Sunday without providing notification to the public or the City of Anna.
- C. AISD will notify the public and all residential properties within 500 feet of the construction area if any outside construction activity is to take place before 6am or after 9pm on Monday through Saturday, or before 8am or after 6pm on Sunday.
- D. AISD and their employees, contractors, and subcontractors may perform interior construction work within enclosed buildings on AISD property on all days of the year at any time as approved by the AISD School Board and/or the AISD Administration.
- E. AISD and their employees, contractors, and subcontractors may perform Emergency Construction Work on AISD property at any time. Emergency Construction Work shall be defined as installation, replacement, or repair of critical building systems in an existing facility with an existing Certificate of Occupancy which are deemed by the AISD Administration to be necessary to protect the health, safety, and welfare of AISD employees, students, and other occupants of the facility.

III. INSPECTIONS

- A. The City of Anna will provide all building inspections and enforce building codes and construction standards as adopted in the City of Anna Code of Ordinances.
- B. All work taking place during the construction operation times identified in Section II which are subject to City of Anna inspection approval per the City of Anna Code of Ordinances shall remain accessible to City staff for inspection prior to work being enclosed.
- C. AISD and their employees, contractors, and subcontractors shall not cover up, enclose, or otherwise prevent access to construction work requiring inspection by the City of Anna Building Inspections Department. This includes, but is not limited to structural, mechanical, plumbing, electrical, and fire suppression systems.
- D. AISD and their employees, contractors, and subcontractors may, at the discretion of the AISD School Board and the AISD Administration, choose to waive inspections of Non-Structural Concrete Flatwork. Non-Structural Concrete Flatwork shall be defined as and limited to concrete paving for sidewalks, parking spaces, patios, and non-firelane drive aisles located entirely on AISD property. No other inspections shall be waived by the City of Anna. Should AISD choose to waive the inspection, AISD Administration shall provide a letter in paper or electronic format to the City of Anna Building Official no less than 24 hours prior to construction of Non-Structural Concrete Flatwork taking place. The City of Anna shall not charge any inspection fees for waived inspections of Non-Structural Concrete Flatwork. The maintenance, repair, replacement, and warranty of Non-Structural Concrete Flatwork shall be the sole responsibility of AISD, their contractors, and sub-contractors.
- E. All Public Improvements shall be inspected by the City of Anna Engineering Division of Public Works in accordance with the City of Anna Engineering Design Guidelines, Anna Public Works Department policies and procedures, and the City of Anna Code of Ordinances.

IV. COMPLETION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS

- A. Once public water, sanitary sewer, and main lanes of public roadways are complete, in place, and have passed testing policies and procedures, the City of Anna Engineering Division of Public Works shall deem the public improvements on AISD projects as Substantially Complete. The City shall issue AISD a Substantial Completion Letter, recognizing that this status has been met, and providing a list of remaining work required for City Acceptance of the public improvements.
- B. Once a Substantial Completion Letter has been issued for the project by City of Anna Engineering Division of Public Works, AISD may submit their final plat for review and approval.
- C. Once all items identified in the Substantial Completion Letter have been addressed by AISD, the City of Anna Engineering Division of Public Works shall issue AISD a letter of acceptance for the public improvements. Upon issuance of the letter, the City will commence ownership and operation of the public improvements.

V. TEMPORARY CERTIFICATE OF OCCUPANCY

- A. AISD may submit a request to the City of Anna for a Temporary Certificate of Occupancy for any new facility once the following conditions are met:
 - i. Public Improvements are deemed Substantially Complete by the City of Anna Engineering Division of Public Works
 - ii. The facility has passed a fire department final inspection and received a green tag from the City of Anna Fire Marshal
 - iii. The Building Official determines that the building systems are sufficiently complete to allow for use of the facility by AISD staff
- B. A Temporary Certificate of Occupancy for an AISD facility shall not be withheld by the City of Anna if conditions A(i)-A(iii) are met.
- C. Concurrent to the issuance of a Temporary Certificate of Occupancy, the City of Anna shall provide AISD with a list of the remaining items to be completed in order to meet the conditions required for the issuance of a final Certificate of Occupancy.

VI. CERTIFICATE OF OCCUPANCY

- A. Upon completion of all items identified in Section V above, including completion of all final inspections, AISD may submit a request to the City of Anna for a final Certificate of Occupancy.
- B. The City of Anna and AISD understand that during periods of drought, severe weather, and excessively high or low ambient temperatures, the installation of landscaping features, including sod, trees, shrubs, and assorted plantings may not be practical. As such, the City of Anna agrees to not withhold issuance of a Certificate of Occupancy for an AISD facility when the conditions dictate that the installation of landscaping is not practical. Such a determination shall be made collectively by AISD Administration and the City of Anna Engineering Division of Public Works.
- C. AISD agrees to install and maintain erosion control devices on the property to ensure Federal, State, and Local compliance with Stormwater Pollution Prevention requirements until such a time when landscaping improvements are installed and in place to prevent erosion and runoff of sediment into the public drainage system. Furthermore, AISD agrees to install all landscaping shown in the construction plans for the facility within 6 months of the issuance of the Certificate of Occupancy.

VII. INSURANCE

VIII. MISCELLANEOUS

- A. The Parties agree that this MOU is subject to amendment or modification as needed to provide for the maximum operational efficiency of both Parties. The Parties further agree that any amendment or modification of the terms of this MOU must be mutual, and that no such amendment or modification shall be binding unless it is in writing, dated subsequent to the date of the full execution of this MOU, and duly executed by the Parties to this MOU.
- B. Nothing in this MOU shall be deemed to create, by implication or otherwise, any duty, responsibility or right as to either Party, except with respect to the subject matter of this MOU as specifically set forth herein. This MOU does not and shall not be interpreted to limit or extend any governmental authority or

discretion except as specifically set forth herein.

- C. Nothing in this MOU shall be deemed to extend or increase the jurisdiction or authority of either AISD or the City of Anna except as necessary to give effect to this MOU. All the governmental functions and services of AISD shall be and remain the sole responsibility of AISD. All governmental services and functions of the City of Anna shall be and remain the sole responsibility of the City of Anna.
- D. Nothing contained in this MOU shall be deemed or construed by the Parties to it, or by any third party, as creating the relationship of principal and agent, joint venturers, partners or any other similar such relationship.
- E. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Party nor to create any legal rights or claim on behalf of any third party. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this MOU. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas or any individual person's immunity under state or federal law.
- F. This MOU inures to the benefit of and obligates only the Parties executing it. No term or provision of this MOU shall benefit or obligate any person or entity not a party to it. The Parties to this MOU shall cooperate fully in opposing any attempt by any person or entity not a party to this MOU to claim any benefit, protection, release or other consideration under this MOU.
- G. Any notice, request, demand, report, certificate or other instrument which may be required or permitted to be furnished to or served upon the parties shall be deemed sufficiently given or finished or served if in writing and deposited in the United States mail, registered or certified, return receipt requested, addressed to such party at the address set forth below:

IF TO CITY OF ANNA: City of Anna
Attn: City Manager
120 W. Seventh Street
Anna, TX 75409
Phone: 972-924-2848
Fax: 972-924-3162

IF TO AISD: Anna Independent School District
Attn: Superintendent
501 S Sherley
Anna, TX 75409
Phone: 972-924-1000
Fax: 972-924-1001

- H. This MOU may be terminated at any time with or without cause. The Parties agree that notice of termination shall be made in writing and must be given at least sixty (60) days in advance of the termination date.
- I. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not

invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner, the maximum extent practicable, that it will be validated and enforceable.

- J. This MOU may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

[Signature page follows.]

ANNA INDEPENDENT SCHOOL DISTRICT

By: _____
Michael Comeaux, Superintendent

Date: _____

IN WITNESS WHEREOF:

STATE OF TEXAS §

§

COUNTY OF COLLIN §

Before me, the undersigned notary public, on the _____ day of _____, 2022,
personally appeared _____, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me and verified that he/she
executed the same for the purposes and consideration therein expressed and in his/her
capacity as _____ of Anna Independent School District.

Notary Public, State of Texas
(SEAL)

CITY OF ANNA

By: _____
Jim Proce, City Manager

Date: _____

IN WITNESS WHEREOF:

STATE OF TEXAS §

§

COUNTY OF COLLIN §

Before me, the undersigned notary public, on the _____ day of _____, 2022,
personally appeared Jim Proce, known to me (or proved to me) to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that he executed
the same in his capacity as City Manager of the City of Anna, Texas.

Notary Public, State of Texas
(SEAL)



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Approve City Council Meeting Minutes for September 27, 2022. (City Secretary Carrie Land)

SUMMARY:

Approve the City Council Meeting Minutes for September 27, 2022.

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:

Approve

ATTACHMENTS:

1. CCmin20220927 Draft

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 10/6/2022
Final Approval - 10/6/2022

**Regular City Council Meeting
Meeting Minutes**



Tuesday, September 27, 2022 @ 6:30 PM

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

The City Council of the City of Anna will meet at 6:30 PM, on September 27, 2022 at the Anna Municipal Complex, Council Chambers, located at 120 W. 7th Street, to consider the following items.

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

Mayor Pro Tem Miller called the meeting to order at 6:30 PM.

Mayor Nate Pike was absent.

2. Invocation and Pledge of Allegiance.

Council Member Carver led the Invocation. Mayor Pro Tem Miller led the Pledge of Allegiance.

3. Neighbor Comments.

There were no public comments.

4. Reports.

- a. Proclamation Declaring October 9-15 as Fire Prevention Week for the City of Anna (Fire Chief Ray Isom)

Fire Prevention Week, an annual occurrence organized by the National Fire Protection Association (NFPA), is scheduled for the week of October 9th through the 15th. This year's Fire Prevention Week theme is, "Fire won't wait. Plan your escape."

- b. Staff will present an update on the design of Anna Fire Station #2. (CIP Manager Justin Clay)

- c. Introduction of Deputy City Secretary Jeovanna Rubio. (City Secretary Carrie Land)

Jeovanna Rubio is a dedicated and strong-willed individual who is looking forward to being able to serve the people of this community. She grew up within this community and graduated from Anna High School. Jeovanna then went on to receive a Bachelor's Degree in Supply Chain, Logistics, and Transportation Management from Bellevue University. She also has previous experience in Management, Human Resources, and Government. Jeovanna will step up to any task or challenge that is given to her.

- d. Introduction of Assistant Finance Director Aimee Ferguson. (Assistant City Manager Ryan Henderson)

Aimee comes to Anna from the City of Celina where she has served as the Budget Manager for the last two years. Aimee has more than 15 years of accounting experience, previously serving as a Staff Accountant and Senior Accountant with the Morial Convention Center in New Orleans, LA, where she was responsible for financial reporting, implementing a new ERP system, and completed the FEMA project worksheet reconciliation for \$15 million of Public Assistance and Hazard Mitigation following Hurricane Katrina.

- e. Report on the September 19th Parks Advisory Board meeting and neighbor input and planning session for the new splash pad at Slayter Creek Park. (Director of Neighborhood Services Marc Marchand)

5. **Work Session.**

- a. Zoning Discussion - Northwest and southwest corner of State Highway 5 and County Road 423. (Director of Development Services Ross Altobelli)

Land Use discussion and direction for a tract of land is located at the northwest and southwest corners of State Highway 5 and County Road 423. The Future Land Use Plan within the Anna2050 Comprehensive Plan identifies this area as Cluster Residential.

NexMetro representative, Josh Eddie, presented their proposed zoning to the City Council.

- b. Discuss appointment to the Diversity and Inclusion Commission. (City Secretary Carrie Land)

City Charter Article 8 (e) Any member of a board, commission or committee who is absent from three consecutive regular meetings, or 25% of regularly scheduled meetings during the 12- month period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, must forfeit his or her position on the board, commission, or committee. Place 6 is deemed vacant due to attendance. The term is set to expire May 31, 2024.

6. **Consent Items.**

MOTION: Council Member Carver moved to approve consent items a. through h. Council Member Toten seconded. Motion carried 6-0.

- a. Approve City Council Meeting Minutes for September 6, 2022 and September 13, 2022. (City Secretary Carrie Land)
- b. Review Minutes of the July 21, 2022, Joint Community Development Corporation and Economic Development Corporation Board Meetings. (Director of Economic Development Joey Grisham)
- c. Review Monthly Financial Report for the Month Ending August 31, 2022. (Budget Manager Terri Doby)
- d. Approve a Resolution authorizing the City Manager to accept and approve a quote from National Fitness Campaign for the purchase of equipment to be installed on a fitness court at Slayter Creek Park. (Park Planning and Development Manager Dalan Walker)

The equipment included in the quote from National Fitness Campaign in the amount of \$92,350 will be installed on a fitness court at Slayter Creek Park by a contractor who has not yet been selected. It will be delivered to the maintenance building at Natural Springs Park and stored until such time that a concrete pad has been constructed southeast of the splashpad at Slayter Creek Park. The equipment will be ordered early to insure that it is available for installation as soon as a contractor is ready to install it.

A RESOLUTION OF THE CITY OF ANNA, TEXAS ACCEPTING AND APPROVING A QUOTE FROM NATIONAL FITNESS CAMPAIGN FOR EQUIPMENT TO BE INSTALLED ON A FITNESS COURT AT SLAYTER CREEK PARK.

- e. Approve a Resolution re-appointing Robert Hallberg as City of Anna representative on the Greater Texoma Utility Authority Board of Directors for the term to expire December 31, 2024. (City Secretary Carrie Land)

The City is a member of the Greater Texoma Utility Authority. GTUA is a special-law district organized under Article XVI, Section 59, of the Texas constitution and operates under Chapter 49 of the Texas Water Code. GTUA is governed by a Board of Directors appointed by its member cities. Place 8 on the GTUA Board is appointed by the City Council of Anna.

Currently, Robert Hallberg sits on the board, in Place 8, with a term expiring December 31, 2022. Mr. Hallberg has expressed an interest in continuing to serve.

A RESOLUTION OF THE CITY OF ANNA, TEXAS MAKING AN APPOINTMENT TO THE GREATER TEXOMA UTILITY AUTHORITY BOARD OF DIRECTORS

- f. Approve a Resolution authorizing the City Manager to approve a contract with Tyler Technologies of Plano, TX for Municipal Justice powered by Incode for use in Municipal Court. (Finance Director Alan Guard)

The Finance Department has been modernizing and upgrading its software over the last two years. Previously, the core financial systems and utility billing have been converted from Asyst to the Incode product supplied by Tyler Technologies. Municipal Court is the final piece to be converted. Court has been using MCRS by Utility Data Systems since at least 2005. The new system will interface seamlessly with the financial system and the Brazos ticket writing system used by the Anna Police Department. It will also generate needed reports for the Municipal Court, the Police Department, and the State of Texas more efficiently. The Incode solution is provided as a Software as a Service (SaaS) or Cloud-based service.

One-time fees for the implementation total \$70,877. Annual fees are \$25,019. Funding has been provided in the FY 2023 budget.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, APPROVING THE PURCHASE OF A SOFTWARE AS A SERVICE (SASS) AGREEMENT FOR MUNICIPAL JUSTICE POWERED BY INCODE SOFTWARE FROM TYLER TECHNOLOGIES, INC OF PLANO, TX IN THE AMOUNT OF ONE-TIME FEES OF \$70,887, AND RECURRING FEES OF \$25,019, AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT.

- g. Approve corrected versions of the Ordinances Adopting New Roadway, Water, & Sanitary Sewer Impact Fees, correcting scrivener's errors, for execution by the Mayor and City Secretary as corrected versions of Ordinance 997-2022 and Ordinance 999-2022 adopted at the August 23, 2022 City Council Meeting. (Director of Public Works Greg Peters, P.E.)

Upon final review of the signed impact fee ordinances adopted last month, there were several minor errors found in the documents which did not result in material changes to the application of the ordinances, but should be corrected. These minor changes are considered scrivener's errors.

Adoption of the corrected documents is not adopting land use assumptions, capital improvement plans, or impact fees. All of those items were formally adopted in August.

The "correcting" ordinances attached merely identify the errors in the original ordinances and correct them by directing the Mayor and City Secretary to execute new "corrected" ordinances. In addition, the "correcting" ordinance for 999-2022 repeals Ordinance 998-2022, as it is not required.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, AMENDING AND CORRECTING SCRIVENER'S ERRORS IN ORDINANCE NO. 997- 2022 GOVERNING ROADWAY 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.

- h. Approve an Ordinance abandoning a portion of public right-of-way for County Road 369 deemed unnecessary for use by the public and authorizing the Mayor to execute a Quitclaim Deed to transfer the property to the adjacent landowner in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

County Road 369 is a former county road in the City of Anna which used to run north/south, terminating at Rosamond Parkway near Anna High School. The road now serves no public purpose, as newer streets have been constructed with the development of Anna High School and the West Crossing subdivision.

There is a small portion of remaining County Road 369 right of way located on the south side of County Road 370. This sliver of right-of-way serves no public purpose, and is being mowed by the adjacent property owner. Staff recommends abandoning the rightof-way and dedicating it to the adjacent landowner via a quitclaim deed. The City Attorney has prepared the attached Ordinance and Quitclaim Deed for City Council approval.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS VACATING AND ABANDONING A PORTION OF RIGHT-OF-WAY IN THE MARTIN MOORE SURVEY, ABSTRACT NO. 649 IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS AND BEING PART OF COUNTY ROAD 369; DECLARING THAT THE PROPERTIES ARE UNNECESSARY FOR USE BY THE PUBLIC; AUTHORIZING THE MAYOR OF THE CITY TO EXECUTE A QUITCLAIM DEED RELEASING THE PUBLIC OWNERSHIP INTEREST AND CONTROL IN THE PROPERTY; PROVIDING FOR SEVERABILITY OF THE ORDINANCE AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

7. Items For Individual Consideration.

- a. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to rezone 98.0± acres located on the south side of E. White Street, 500± feet east of S. Interurban Street from AG Agricultural District, SF-E Single-Family Residential and Planned Development (Ord. No. 145-2004) to Planned Development. (Director of Development Services Ross Altobelli)

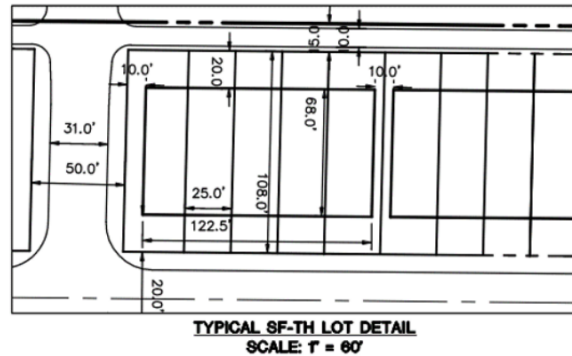
The applicant requested the public hearing item be tabled until the Tuesday, October 25, 2022 City Council meeting.

Mayor Pro Tem Miller opened the public hearing at 7:44 PM.

Mayor Pro Tem Miller moved to hold the public hearing open until Tuesday, October 25, 2022 at 6:30 PM within the Council Chambers of the Municipal Complex located at 120 W. 7th Street, Anna, TX. . Council Member Toten seconded. Motion carried 6-0.

- b. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend zoning on 28.0± acres located at the southwest corner of W. White Street and Slater Creek Road. The property is currently zoned Planned Development (961-2022). (Director of Development Services Ross Altobelli)

The subject property was rezoned in February 2022 as a Planned Development to allow for a single-family dwelling, detached and attached subdivision and to preserve the northern portion, along W. White Street, for commercial development. A Concept Plan was approved along with the rezoning request. Included on the Concept Plan was a typical lot details for the SF-TH product type.



The SF-TH detail identified a 10-foot side yard, corner lot, street side setback whereas zoning requires 15 feet.

As part of the Final Plat review for Phase 1, staff noticed the discrepancy. A stipulation was not approved as part of the original zoning allowing a 10-foot side yard, corner lot street side setback for the SF-TH project as shown on the approved Concept Plan.

The applicant is requesting to amend the existing SF-TH Townhome District development standards to include:

- a. SF-TH Side yard, corner lot, street side (feet): 10

Mayor Pro Tem Miller opened the public hearing at 7:44 PM.

There were no public comments.

Mayor Pro Tem Miller closed the public hearing at 7:44 PM.

(Property rezoned under this ordinance is generally located at the southwest corner of W. White Street and Slater Creek 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 Toten moved to approve. Council Member Atchley

seconded. Motion carried 6-0.

- c. Discuss/Consider/Approve the final concept plan for a Wheeled Sports Park at Slayter Creek Park. (Park Planning and Development Manager Dalan Walker, RLA)

A three dimensional concept for a Wheeled Sports Park at Slayter Creek Park will be presented by New Line Skateparks. Public input was received from neighbors that attended a Parks Advisory Board meeting in May as well as from online surveys. Several concepts were developed and reviewed by neighbors in August, and small revisions were recommended. A concept plan was presented to the Parks Advisory Board in August, and a recommendation was made to move forward with design. The estimated construction budget for the project is \$1.8 million. The lighting and landscaping will be funded separately. Once the final concept is approved, New Line Skateparks will develop construction documents. Construction is scheduled to begin in February 2023.

The construction budget for the project is \$1.5 million. Lighting, landscaping and irrigation will be designed under the current professional services agreement, but construction of these amenities may be supplemented with additional funding.

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

- d. Consider/Discuss/Adopt a Resolution approving a Use Agreement with the City of Anna, Texas and a Special Warranty Deed for the transfer of real property to the Anna Economic Development Corporation (Assistant Director of Economic Development Taylor Lough).

The City Council Strategic Plan lists activation of Downtown Anna as a top priority and the Economic Development Strategic Plan calls for transforming Downtown Anna into a vibrant district. On June 3, 2021, the Anna Economic Development Corporation (EDC) Board recommended that the City Council convey 101 S. Powell Parkway to the EDC as the EDC has the ability to lease to a private entity. The Economic Development team is working with a brewery concept and preparing to renovate the former bank building and property to improve pedestrian access, parking, and allow for an outdoor gathering space.

The EDC and City will receive an estimated \$100,000 annually from rent and tax revenue.

A RESOLUTION OF THE CITY OF ANNA, TEXAS, APPROVING A USE AGREEMENT WITH ANNA ECONOMIC DEVELOPMENT CORPORATION AND APPROVING A SPECIAL WARRANTY DEED FOR THE SALE OF REAL PROPERTY TO ANNA ECONOMIC DEVELOPMENT CORPORATION

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

- e. Discuss/Consider/Approve a Resolution authorizing the City Manager to execute a Project Specific Purchase Order with Quiddity Engineering for the design of the next expansion to the Collin Pump Station in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

The City recently brought the Collin Pump Station online, including the 1.5 million gallon ground storage tank. In addition, 2 new wells are under construction. This current project will increase the total City water supply by approximately 20%. However, as the City continues to expand and grow, it is important to continue to increase water supply and storage to ensure neighbor needs are met for potable water.

The Public Works Department ran an analysis of the public water system using our water model, and found that the largest need is additional storage and pumping capacity. As an existing pump station with the necessary connections and land area, Collin Pump Station represents the lowest cost location to significantly increase storage and pumping. The City's Water Master Plan shows the next phase for Collin Pump Station to include a 4 million gallon ground storage tank and additional pumps.

The City engaged Quiddity Engineering, LLC to prepare a proposal for the engineering design needed to design and bid the large ground storage tank and pump improvements. Quiddity was selected in the City's multidisciplinary RFQ process for Utility Facilities Design.

The total cost for surveying, engineering design, bid, and construction administration is \$783,000.00. The funding source is Water Impact Fees. Staff recommends moving forward with this design project in order to ensure the City continues to meet the growth needs of the community when it comes to public water supply.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC PURCHASE ORDER FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND QUIDDITY ENGINEERING, LLC, FOR ENGINEERING DESIGN SERVICES RELATED TO THE EXPANSION OF THE COLLIN PUMP STATION, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

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

- f. Discuss/Consider/Approve a Resolution authorizing the City Manager to enter into a Project Specific Purchase Order and AIA agreement with BRW Architects for the design of the exterior shell and the structural engineering design of the Anna Community Library, in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

The City of Anna is moving forward with the design of the Anna Community Library in downtown Anna. The City interviewed the three architecture firms short listed in the City's multidisciplinary RFQ process for professional services,

and found Brown Reynolds Watford Architects (BRW) to be the best fit for the project.

BRW will provide the architectural design for the exterior shell of the building, and will also provide the structural engineering for the building with the structural engineer working as a sub-consultant to them.

BRW is committed to providing their architectural design of the shell in accordance with the Project Charter adopted by the City Council in May of this year and the conceptual design and renderings presented to the Anna Public Library Engagement Task Force and the City Council in July of this year.

The total fee for the proposed services is \$562,000, which is within the identified project budget for the exterior architecture and structural engineering. Funding is from the voter approved 2021 Bond funds. If approved, BRW will join the team immediately and begin work.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC PURCHASE ORDER FOR PROFESSIONAL SERVICES AND ASSOCIATED AIA CONTRACT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND BROWN REYNOLDS WATFORD ARCHITECTS FOR ARCHITECTURE AND STRUCTURAL ENGINEERING DESIGN SERVICES RELATED TO THE EXTERIOR SHELL OF THE ANNA COMMUNITY LIBRARY, IN A FORM APPROVED BY THE CITY ATTORNEY, PER THE PROPOSAL SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

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

- g. Discuss/Consider/Approve a Resolution authorizing the City Manager to execute a Project Specific Purchase Order with Teague Nall & Perkins, Incorporated, for the landscape design associated with the Anna Community Library Project in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

The City of Anna is moving into the design development process for the Anna Community Library, and is ready to begin landscape design for the area surrounding the building. The design will be done by Teague Nall & Perkins (TNP), who completed the conceptual landscape design in the schematic phase.

The design of the adjacent plaza will be a separate contract which will be brought forward at a future meeting for approval.

TNP has been working on the project team and is prepared to move forward with formal design as soon as the contract is executed. The contract cost is \$103,000, and funding will come from the Library Bond Funds.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC PURCHASE ORDER FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND TEAGUE NALL & PERKINS,

INCORPORATED, FOR LANDSCAPE ARCHITECTURE DESIGN SERVICES RELATED TO THE ANNA COMMUNITY LIBRARY, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). Bond Issuance; "*Bunetto v. City of Anna*, Civil Action No. 4:21-cv-00413, United States District Court, Eastern District of Texas, Sherman Division."
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087). Proposed Development
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074).

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

Mayor Pro Tem Miller recessed the meeting at 9:01 PM.

Mayor Pro Tem Miller reconvened the meeting at 10:32 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 Pro Tem Miller adjourned the meeting at 10:32 PM.

Approved on October 11, 2022.

Mayor Pro Tem Lee Miller

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Planning Staff Report

Meeting Date: 10/11/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Review Minutes of the September 6, 2022 Planning & Zoning Commission Meeting.
(Director of Development Services Ross Altobelli)

SUMMARY:

Approved minutes from the September 6, 2022 Planning & Zoning Commission Meeting.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 4: High Performing, Professional City

STAFF RECOMMENDATIONS:

N/A

ATTACHMENTS:

1. 09-06-2022 PZ Minutes (Signed)

**MINUTES
PLANNING AND ZONING COMMISSION
September 6, 2022**

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on September 6, 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 7:00 p.m.

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

2. Invocation and Pledge of Allegiance

Commissioner Hermann gave the Invocation and Commissioner Nylec 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

Consent Items

Commissioner Clemens advised that she would like to pull Consent Agenda Item 13 from the Consent Agenda for discussion.

Chairwoman Patterson-Herndon advised that she would like to pull Consent Agenda Item 15 from the Consent Agenda for discussion.

A motion was made by Commissioner Hermann, seconded by Commissioner Clemens to recommend approval of consent items 5-12, 14, and 16-17. The vote was unanimous.

5. Consider/Discuss/Action to approve minutes of the July 5, 2022 and the August 1, 2022 Planning & Zoning Commission Meeting.
6. Consider/Discuss/Action on The H.M. Estates, Block A, Lot 1, Development Plat. Applicant: Hallee Murphy.
7. Consider/Discuss/Action on The Melgar Estates, Block A, Lot 1, Development Plat. Applicant: Jose Melgar.
8. Consider/Discuss/Action on the J & T Moore Addition, Block A, Lots 1 & 2, Final Plat. Applicant: Jason Moore.
9. Consider/Discuss/Action on the Anna 455 Addition, Block A, Lots 5 & 6, Final Plat. Applicant: Brakes Plus, LLC.
10. Consider/Discuss/Action on the Anna 455 Addition, Block A, Lot 6, Site Plan. Applicant: Brakes Plus, 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 Arden Park, Phase 1, Site Plan. Applicant: Arden Park Owner TX LLC, a Delaware limited liability company.
13. Consider/Discuss/Action on the Anna Crossing, Phase 10, Preliminary Plat. Applicant: Anna Town Center No. 7 / LNRD LLC.
14. Consider/Discuss/Action on the Strickland Brothers Center Addition, Block A, Lots 1-3, Preliminary Plat. Applicant: Rufus Duncan / Yellow W Land Co.
15. Consider/Discuss/Action on the Anacapi Laguna, Block A, Lots 1 & 3, Site Plan. Applicant: Anacapi Laguna Azure, LLC.
16. Consider/Discuss/Action on the Anna Ranch, Phase 1B, Block P, Lot 1X, Site Plan. Applicant: Gehan Homes LTD.
17. Consider/Discuss/Action on the Villages of Waters Creek, Block B, Lot 1, Site Plan. Applicant: Anna 51 Joint Venture.

Items for Individual Consideration

Discussion on Consent Agenda Item 13:

Mr. Altobelli introduced the item. The applicant is requesting approval of a Preliminary Plat. The Preliminary Plat is recommended for approval.

Commissioner Clemens asked if the applicant was proposing any amenities, pocket parks, or play areas for the residential community.

Mr. Altobelli pointed out on the plan, where there will be a potential trail and the drainage and detention easement that is an open area for the potential of being a playground. Mr. Altobelli advised that those two specific sites were the only called out on this specific plat.

Commissioner Clemens asked if the developer was Pulte Homes.

Mr. Altobelli advised yes.

Commissioner Clemens advised that it did not look like there were going to be any playgrounds or pocket parks in Phase 8 or Phase 9 that are in the process of completion. Commissioner Clemens asked staff if there were going to be any playgrounds or amenities for all of the residents in that community.

Mr. Altobelli said he would defer to the applicant for that information.

A representative with Pulte Homes, Kendall Emerett, advised the Commission that Phase 9 will have roughly 2.5 acres of land that will have, roughly, a 2,000 square foot amenity center with a little bit of common area as well.

Commissioner Clemens asked if the amenity center will be an indoor facility.

Mr. Emerett advised that it will be a fully enclosed air-conditioned amenity center with a porch overhang and will serve the residents of Phase 8, 9, and 10.

Commissioner Clemens asked if it met the 1 acre per 50 lots open space requirement.

Mr. Altobelli advised that this development and its phasing was approved back in 2016 at which time the parkland dedication would serve all of the proposed phases.

Commissioner Clemens asked if Leonard Avenue would be complete before these new phases were done.

Mr. Altobelli advised that Phase 8 is required to construct their portion of Leonard Avenue prior to homes going vertical.

Commissioner Clemens asked if that pertained to Phase 9 & Phase 10 as well.

Mr. Altobelli advised that the entire western portion of Leonard Avenue would be built with Phase 10.

Commissioner Martin asked if they were all sharing the amenity area and open space.

Mr. Altobelli answered yes.

A motion was made by Commissioner Clemens, seconded by Chairwoman Patterson-Herndon to approve the Preliminary Plat. The vote was unanimous.

Discussion on Consent Item 15:

Mr. Altobelli introduced the item. The applicant is requesting approval of a Site Plan. The Site Plan is recommended for approval.

Chairwoman Patterson-Herndon explained that she understands this project will have an HOA but asked if it was supposed to be open to the public as well.

Mr. Altobelli confirmed that there will, in fact, be an HOA, but as part of the zoning, it will be open to the public.

Chairwoman Patterson-Herndon asked if there was going to be a provision for which side will be HOA and which side will be public or if it will be a free for all.

Mr. Altobelli advised that he cannot comment on that, but that there will be amenities available for the residents within the subdivision.

Chairwoman Patterson-Herndon asked if there was any kind of projected estimate of possible revenue that will be brought into the city.

Mr. Altobelli explained that was not something planning had or could answer.

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Martin to approve the Site Plan. The vote was unanimous.

18. Conduct a Public Hearing/Consider/Discuss/Action on a request to rezone 98.0± acres located on the south side of E. White Street, 500± feet east of S. Interurban Street from AG Agricultural District, SF-E Single-Family Residential and Planned Development (Ord. No. 145-2004) to Planned Development. Applicant: Rising Wakulla Investments, L.P.

Mr. Altobelli introduced the item. The applicant is proposing to rezone from AG, SF-E, and Planned Development to Planned Development to allow for a residential and commercial development with modified development standards. The zoning request is recommended for approval.

Commissioner Clemens asked who was going to be responsible for the pond.

Mr. Altobelli advised that the detention pond would be privately owned and maintained by the Homeowners Association.

Commissioner Clemens asked if it was going to be an empty pond that remains dry and catches water.

Mr. Altobelli said he would allow the applicant to answer that question when they make their presentation.

Commissioner Nylec asked about the screening.

Mr. Altobelli went into the detail of what is required and what the applicant is proposing.

Commissioner Clemens asked if the wrought iron fencing being proposed by the applicant was still going to expose homeowners back yards.

Mr. Altobelli explained that there would be a 3-foot berm that would help the residents with privacy as well as landscaping.

Commissioner Clemens asked who would be responsible for the fencing.

Mr. Altobelli explained that it would be the HOA's responsibility with uniform fencing requirements.

The Public Hearing was opened at 7:27 p.m.

Mr. John Vick, the applicant, gave a brief presentation regarding the proposed development.

Chairwoman Patterson-Herndon asked if the garages shown in the presentation were detached garages.

Mr. Vick answered yes.

Chairwoman Patterson-Herndon asked if they would have any cover from the garage to the house.

Mr. Vick explained that some will have walkways, and some will have covered walkways but not all of them.

Commissioner Clemens advised the applicant that she would hate for them to try to re-create Anna Town Square because it would look like Anna Town Square. She proceeded to explain that residents in Anna Town Square were placing mesh along their wrought iron fences because the berm wasn't high enough and they did not want passerby's looking into the backyards. Wrought iron is not something residents want, and they complain about.

Commissioner Nylec advised that he also lives in Anna Town Square, and he agrees with Commissioner Clemens.

Commissioner Clemens explained that it would be nice if they spent a little bit more money into something that would look nicer and last longer.

Mr. Vick advised that he understood what the Commission was asking for but that they were trying to meet the city's requirements and what the city would like. He continued to explain that a masonry wall would be prohibitively expensive but that they are open to suggestions that the Commission would like to see.

Chairwoman Patterson-Herndon asked the applicant if they would do a prefabricated wall that looked like stone.

Mr. Vick advised that would be expensive and they would not like that at all.

Mr. Altobelli made a correction to the stipulation written into the ordinance that requires a 6-foot wood fence, stained and sealed of uniform design and height shall be constructed along the side and rear lot lines for homes adjacent to the 10-foot landscape buffer and 40-foot landscape buffer.

A few Commissioners agreed that would be better and they feel more comfortable with that than a wrought iron fence.

Commissioner Clemens explained that Anna Town Square does not have trails. Sidewalks are just that, they are not trails. Trails would be nice along the green spaces within the proposed development.

Mr. Vick said he believes they will have a combination of both, sidewalks and trails and will place them in the areas best suited for such.

Mr. Altobelli clarified that in the Parks Master Plan, there is a trail shown that would connect the in the center and comes down and that there should be a 10-foot-wide concrete trails that connects in the area. He also advised that there are easements, at the preliminary plat stage, associated with putting the trail in first and it would be reimbursable to the applicant.

Commissioner Clemens asked if they were going to meet the landscaping that is associated with Anna Town Square.

Mr. Vick advised that they did include landscaping requirements, but they did not match that of Anna Town Square.

Commissioner Hermann asked if the flex open space will remain untouched until something comes in.

Mr. Vick explained that they will probably grass it so it is usable until something comes in and leave the ability to relate to the commercial space when it comes in.

Commissioner Clemens asked if the townhomes were going to be masonry product.

Mr. Vick advised yes.

Commissioner Hermann asked if staff needed to place some sort of zoning on the open space.

Mr. Altobelli explained that it would be in the best interest of the city to state in the PD an additional stipulation that it is a minimum 5 acres of flex open space per the Concept Plan and that it needs to have some sort of zoning to ensure that anything can come into that area, but that the Commission can state that it comes back to them for approval when something is ready to come in.

The Public Hearing was closed at 7:45 p.m.

Chairwoman Patterson-Herndon asked staff if the Commission has the ability to propose the wood fence along Leonard Avenue to maintain residents' privacy.

Mr. Altobelli explained the Planned Development stipulations that are listed and advised yes.

Chairwoman Patterson-Herndon asked what staff's professional opinion is of the zoning request and development being proposed.

Mr. Altobelli advised the Commission that the requests meet that of the 2050 Comprehensive Plan and explained the items that staff looks at when reviewing requests and how it relates to the 2050 Comprehensive Plan.

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

19. Consider/Discuss/Action on the Leonard Trails, Concept Plan. Applicant: Rising Wakulla Investments, L.P.

Mr. Altobelli introduced the item. The applicant is requesting approval of a Concept Plan associated with the zoning case, Agenda Item 18.

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

20. Conduct a Public Hearing/Consider/Discuss/Action on a request to amend zoning on 28.0± acres located at the southwest corner of W. White Street and Slater Creek Road. The property is currently zoned Planned Development (Ord. No. 961-2022). Applicant: Arden Park Owner TX LLC, a Delaware limited liability company.

Ms. Tittle introduced the item. The applicant is requesting to amend development standards listed in the Planned Development. The request is recommended for approval.

Chairwoman Patterson-Herndon asked if the current ordinance states that the side yard setback should be 15 feet.

Ms. Tittle replied yes.

Commissioner Clemens asked if there was a reason for the 10-foot setback request.

Mr. Altobelli explained that he was the planner that reviewed the original zoning request and the Concept Plan during that time already proposed the request and had the exhibit identifying their request, but it was missed when listed stipulations were placed in the Planned Development. The intent was already there, it was just an oversight by staff and the applicant that it was not included.

Chairwoman Patterson-Herndon asked what happens if they hold them to the standard as it is today with a 15-foot side yard setback.

Mr. Altobelli explained that the applicant would lose 12 lots but the Concept Plan that was already approved, allowed for a 10-foot side yard setback.

Commissioner Martin asked if the applicant provided a reason why they could not meet the 15-foot setback.

Mr. Altobelli explained to the Commission that they had, it just did not make it in the written stipulations.

Commissioner Clemens explained that she is fine as long as this is a one-time thing, and it was just a mistake versus someone coming in and just continuing to ask for variances.

Chairwoman Patterson-Herndon advised that she went back to the approval and confirmed that it was there the whole time, and it was just mistakenly left out of the written stipulations.

The Public Hearing was opened at 8:04 p.m.

The Public Hearing was closed at 8:05 p.m.

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

21. Conduct a Public Hearing/Consider/Discuss/Action on a recommendation regarding The Parks at Hurricane Creek, Zoning and Concept Plan.

Ms. Mecke advised the Commission that the applicant wishes to table the item to the next Planning & Zoning Commission meeting.

A motion was made by Chairwoman Patterson-Herndon, seconded by Commissioner Clemens to continue and hold open the public hearing item until the October 3, 2022 Planning & Zoning Commissioner Meeting which will be held at the Municipal Complex located at 120 W. 7th Street at 7:00 p.m.. The vote was unanimous.

Chairwoman Patterson-Herndon advised that while looking back through records and past items, she noticed that staff recommendations changed back in March/April. She mentioned that in her P&Z training in Arlington, the attorney's teaching the class touched on staff recommendations and that staff recommendations help the Commission make better decisions on what is approved. She advised that current staff recommendations have become very generic, and she would like the Commission to receive more information from staff.

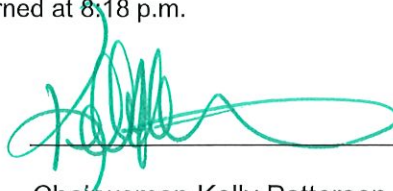
Mr. Altobelli advised that it is the role of staff to be transparent and explain whether items are in conformance with the Comprehensive Plan and in conformance with the rules and regulations set forth in our Subdivision Regulations and Zoning Ordinances. He also advised that staff will provide the background information but staff is not the appointed or elected board who would make the decisions. Given the information staff provides, it is up to the Boards and Commissions as well as Council to make those decisions in what is best suited for their community.

Commissioner Clemens explained the importance of the 2050 Comprehensive Plan and what is laid out inside of it is what the citizens wanted.

Mr. Altobelli explained to the Commission that is why staff includes that in their staff reports because staff understands the importance of it.

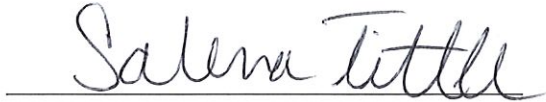
Adjourn

A motion was made by Commissioner Nylec, seconded by Chairwoman Patterson-Herndon to adjourn the meeting. The vote was unanimous. The meeting adjourned at 8:18 p.m.



Chairwoman Kelly Patterson-Herndon

ATTEST:



Salena Tittle, Planner II



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022

Staff Contact: Ray Isom

AGENDA ITEM:

Approve an Ordinance Establishing the Organization of the City's Emergency Management Program (Fire Chief Ray Isom)

SUMMARY:

Chief Isom, acting in his role as the Emergency Management Coordinator, has overseen the creation of an Emergency Management Committee to include Code Enforcement Manager Kevin Martin, Division Chief Tom Brown, IT Director Kevin Johnson, and Neighborhood Services Director Marc Marchand.

These staff members have extensive knowledge and experience in technology and emergency management operations. The establishment of this committee creates redundancy and a more collaborative environment until a full-time position can be dedicated to Emergency Management.

The committee meets quarterly to discuss and implement strategic items of immediate concern. To date, the committee has come together three times to identify deficiencies, discuss challenges, and to prioritize their completion.

The first priority of a functional emergency management program was identified and consists of the establishment of a Division of Emergency Management for the City of Anna. Operating collectively, the Emergency Management Committee drafted the proposed ordinance to rectify this interest. Input and legal review was also conducted by the city attorney.

The proposed ordinance creates the basic elements required in order to allocate proper funding, establish policies and procedures, and dedicate/organize resources and personnel. It also officially organizes the city's emergency management program (currently not in legal existence by ordinance) into a coherent and definable division within the fire department.

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 Ordinance.

ATTACHMENTS:

1. City of Anna Emergency Mgmt Ordinance_FINAL

APPROVALS:

Stephanie Welch, Adm Assistant
Jim Proce, City Manager

Created/Initiated - 9/21/2022
Final Approval - 10/6/2022

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A PROGRAM RESPONSE AND RECOVERY PHASES OF COMPREHENSIVE EMERGENCY MANAGEMENT; ACKNOWLEDGING THE OFFICE OF EMERGENCY MANAGEMENT DIRECTOR; AUTHORIZING THE APPOINTMENT OF AN EMERGENCY MANAGEMENT COORDINATOR; AND PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THOSE OFFICES; IDENTIFYING AN OPERATIONAL ORGANIZATION; GRANTING NECESSARY POWERS TO COPE WITH ALL PHASES OF EMERGENCY MANAGEMENT WHICH THREATEN LIFE AND PROPERTY IN THE CITY OF ANNA; AUTHORIZING COOPERATIVE AND MUTUAL AID AGREEMENTS FOR RELIEF WORK BETWEEN THIS AND OTHER CITIES OR COUNTIES AND FOR RELATED PURPOSES.

WHEREAS, the City Council of the City of Anna finds that the identification of potential hazards and the prevention or mitigation of their effects must be an on-going concern of the City if the lives and property of the populace are to be protected; and

WHEREAS, the City Council hereby declares that the preparation of a Comprehensive Emergency Management plan, and the means for its implementation, for the protection of lives and property of the City of Anna from natural or manmade disasters or threat thereof is immediately essential; and

WHEREAS, the City Council further finds that in times of disasters which may imperil the safety of the inhabitants of the City, or their property, it becomes necessary to effectuate and place into operation the preconceived plans and preparations with a minimum of delay; and

WHEREAS, the City Council finds, therefore, that the preparation, and implementation of such plans are now imperative;

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

Section 1. Recitals Incorporated.

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

Section 2. Amendment to Article 1.02 Emergency Management. Article 1.02 (Emergency Management) is hereby amended by repealing Section 1.02.002 and adding new Sections 1.02.003 -1.02.017 as set forth below:

Sec. 1.02.002. Repealed.

(Ordinance _____ adopted _____)

Sec. 1.02.003 Organization and designation of office

There exists an office of emergency management for the City of Anna, which is constituted under applicable state law as follows:

- (a) **Emergency Manager.** As presiding officer of the governing body of the city, directly charged with certain duties or granted certain powers by the Texas Disaster Act of 1975, and as ordered by the governor of Texas under authority of the act, the mayor is designated as the Emergency Management Director, deemed the "Emergency Manager" for the City of Anna. Under the Texas Disaster Act, the mayor must notify the Governor's Division of Emergency Management and shall identify the Emergency Management Coordinator as the person who heads the agency responsible for the emergency management program.
- (b) The Emergency Manager is encouraged to seek advice from other local governments, business, labor, industry, agriculture, civic organizations, volunteer organizations, and community leaders in the development and review of the emergency management program, under the Texas Disaster Act of 1975.
- (c) **Division of Emergency Management.** The division of emergency management for the city is hereby established within the jurisdiction under the direct supervision of the Anna Fire Chief. Such office shall be a division of the Anna Fire Department and shall report directly to the Fire Chief. Such division shall be filled by appointment by the Fire Chief.
- (d) The function of the division shall be the implementation, administration, and enforcement of the provisions of this article. The Emergency Manager, Anna Fire Chief, and members of the division have emergency powers in performing their duties under this article. The Fire Chief, or his/her designated representative, is hereby authorized and directed to enforce by law all provisions of this article as adopted.
- (e) **Emergency Management Coordinator.** By this article, the Anna Fire Chief shall have the responsibility of nominating an Emergency Management Coordinator (EMC) for appointment by the mayor. The EMC shall serve at the discretion of the Anna Fire Chief and shall be an employee position with the City subject to the City's personnel policies and other applicable law, regulations and policies. The EMC may serve at the discretion of the Emergency Manager during emergency operations only. The Anna Fire Chief and/or the EMC may detail such members of the fire department or other city departments to perform duties necessary to the Emergency Management Division and each member so assigned shall be authorized to enforce the provisions of this article.
- (f) The Emergency Manager shall be responsible for a program of comprehensive emergency management within the City and for carrying out the duties and responsibilities set forth in this article. The Emergency Manager shall delegate all authority for execution of these duties to the EMC, however, the ultimate responsibility for such execution remains with the Emergency Manager. Once an emergency is declared, all responsibility for adequate and legally appropriate actions shall remain with the Emergency Manager. Additionally, the Emergency Manager shall retain the ultimate responsibility for such implementation and execution and shall certify the City's Emergency Management Plan and any mutual aid emergency management plan.

(g) The operational Emergency Management organization of the City of Anna shall consist of the officers and employees of the City so designated by the Emergency Manager in the emergency management plan, as well as organized volunteer groups. The functions and duties of this organization shall be distributed among such officers and employees in accordance with the terms of the Emergency Management plan.

(Ordinance _____ adopted _____)

Sec. 1.02.004 Duties

The duties and responsibilities of the Emergency Manager shall include the following:

- (a) Surveying actual or potential hazards which threaten life and property within the City and identifying and requiring or recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur.
- (b) Supervision or delegation of the development and approval of an emergency management plan for the city of Anna and shall recommend for adoption by the City Council all mutual aid arrangements deemed necessary for the implementation of such plan. Such emergency management plan and any changes shall become effective upon approval of the city manager. The plan shall set forth the form of the organization, establish and designate divisions and functions, assign responsibilities, tasks, duties, and powers, and designate officers and employees to carry out its provisions. The emergency management plan shall be considered supplementary to this article and have the effect of law during the time of a disaster:
 - 1. Establishing wage, price and rent controls and other economic stabilization methods in the event of disaster.
 - 2. Establishing curfews, blockades, and limitations on utility usage in an area affected by a disaster, rules governing ingress and egress to the affected area, and other security measures.
- (c) Authority to declare a local state of disaster. The declaration may continue in force until such time as the city council has been able to meet and consider the existing situation. The council determines the extent of disaster and may either ratify the declaration, if still in effect at the time of meeting, extend or renew the declaration, if it has expired and is warranted by the situation, or declare the state of disaster to be ended. In no event may a local state of disaster, declared by the mayor, continue in effect for a period in excess of seven (7) days without the consent of the city council. Any order or proclamation declaring, continuing, or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
- (d) Issuance of necessary proclamations, regulations, or directives, which are necessary for carrying out the purposes of this article. Such proclamations, regulations, or directives shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and, unless circumstances attendant on the disaster prevent or impede, promptly filed with the City Secretary.
- (e) Direction and control of the operations of the City's emergency management organization as well as the training of emergency management personnel.

- (f) Determination of all questions of authority and responsibility that may arise within the emergency management organization of the city.
- (g) Maintenance of liaison with other municipal, county, district, state, regional or federal emergency management organizations.
- (h) Marshaling of all necessary personnel, equipment, or supplies from any department of the City to aid in the carrying out of the provisions of the emergency management plan.
- (i) Supervision or delegation of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the State and of other local political subdivisions of the State, and the drafting and execution, if deemed desirable, of an agreement with the county in which said City is located and with other municipalities within the County, for the county-wide coordination of emergency management efforts.
- (j) Supervision or delegation of, and final authorization for the procurement of all necessary supplies and equipment, including acceptance of private contributions which may be offered for the purpose of improving emergency management within the City of Anna.
- (k) Authorizing of agreements, after approval by the City Attorney, for use of private property for public shelter and other purposes.
- (l) Surveying the availability of existing personnel, equipment, supplies, and services, which could be used during a disaster as provided for in this section.
- (m) Certifying that all emergency management response personnel to include elected officials and city staff complete the appropriate ICS and National Incident Management System (NIMS) training according to the City's Emergency Management Plan and City Policies.
- (n) Ensuring that violations of this article related to interfering with the legal obligations, duties, or appropriate response protocols of the Division of Emergency Management during an emergency operation are prohibited and enforcement actions are taken immediately. This includes any elected individual, interest group, or civilian attempting to influence or interfere with the duties of emergency management officials or response personnel. Such interference shall be considered a misdemeanor punishable by a fine of up to two thousand dollars (\$2,000.00).
- (o) Overseeing the activation of the Incident Command System (ICS) in accordance with the City's Emergency Management Plan. This includes the seamless integration of all advisory personnel and officials (sworn and non-sworn) and allocation of all required operational resources. Advisory and operational officials shall include the Policy Group which consists of the Emergency Manager / Mayor, Emergency Management Coordinator, Incident Commander, City Manager, City Attorney, Public Information Officer (PIO), Safety Officer, and Liaison Officer. Operational officials shall include a Section Chief to supervise the Operations Section, Planning Section, Logistics Section, and the Finance Section.
- (p) Maintain necessary liaisons and coordinate cooperative activities with other municipal, county, district, regional, state, federal, and other civil defense relief organizations.

- (q) Other requirements as specified in the Texas Disaster Act (Chapter 418 of the Government Code).

(Ordinance _____ adopted _____)

Sec. 1.02.005. OTHER POWERS AND DUTIES

After the declaration of a local state of disaster, the mayor, as emergency management director, may in the interest of public safety and welfare, subject to confirmation or revocation by the city council, issue an order to:

- (1) Evacuate all or part of the population of an area of the city that has been stricken or is threatened if necessary for the preservation of life or other disaster mitigation, response, or recovery effort.
- (2) Prescribe routes, modes of transportation, and destinations in connection with an evacuation.
- (3) Control ingress and egress to and from a disaster area and the movement of persons and the occupancy of premises in the area.
- (4) Suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives, or combustibles.
- (5) Establish curfews and/or blockades.
- (6) Suspend or limit the use of utilities.
- (7) Implement other security measures necessary to protect life and secure property.
- (8) Protect life and property by such means as are imminently necessary and authorized under state law.
- (9) Suspend or modify the formal bidding requirements for purchase of goods and services, as authorized by state law.
- (10) Suspend or modify the requirements for an itinerant vendor's permit, electrician license, and similar regulations so as to give due consideration to the license, certificate, or other permit issued to a person by any state or any political subdivision of any state evidencing qualifications for professional, mechanical, or other skills, so that the person may render aid involving the skill to meet the emergency or disaster.

(Ordinance _____ adopted _____)

Sec. 1.02.006 Emergency management plan

A comprehensive Emergency Management Plan shall be developed and maintained in a current state. The plan shall set forth the form of the organization; establish and designate divisions and functions; assign responsibilities, tasks, duties, and powers; and designate officers and employees to carry out the provisions of this article. As provided by State law, the plan shall follow the standards and criteria established by the State Division of Emergency Management of the State of Texas. Insofar as possible, the form of organization, titles, and terminology shall conform to the recommendations of the

State Division of Emergency Management. When approved, it shall be the duty of all departments and agencies to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness at all times. The emergency management plan shall be considered supplementary to this article and have the effect of law during an emergency operation or disaster.

(Ordinance _____ adopted _____)

1.02.007 Interjurisdictional program

The mayor is hereby authorized to join with the County Judge of the County of Collin and the mayors of the other cities in said County in the formation of an interjurisdictional emergency management program for the County of Collin and shall have the authority to cooperate in the preparation of an interjurisdictional emergency management plan and in the appointment of a joint emergency management coordinator, as well as all powers necessary to participate in a county-wide program of emergency management insofar as said program may affect the City of Anna.

Sec. 1.02.008 Override

At all times when the orders, rules, and regulations made and promulgated pursuant to this article shall be in effect, they shall supersede and override all existing ordinances, orders, rules, and regulations insofar as the latter may be inconsistent therewith.

(Ordinance _____ adopted _____)

Sec. 1.02.009 Liability; no waiver

This article is an exercise by the City of Anna of its governmental functions for the protection of the public peace, health, and safety and neither the City of Anna, including without limitations the agents and representatives of said city, nor any individual, receiver, firm, partnership, corporation, association, or trustee, nor any of the agents thereof, in good faith carrying out, complying with or attempting to comply with, any order, rule, or regulation promulgated pursuant to the provisions of this article shall be liable for any damage sustained to persons as the result of said activity. Any person owning or controlling real or other premises who voluntarily and without compensation grants to the City of Anna a license or privilege, or otherwise permits the city to inspect, designate, and use the whole or any part or parts of such real estate or premises for the purpose of staging, preparing, dispatching, storing, and/or sheltering persons during an actual, impending, or practice enemy attack or natural or man-made disaster shall, together with his/hers successors in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, any public or private property. The City does not waive its sovereign immunity from suit and/or liability or any other governmental immunity it may have under applicable law. The City does not any limitations on claims against the city under applicable law.

(Ordinance _____ adopted _____)

Sec. 1.02.010 Commitment of funds

Unless during a declared disaster, no person shall have the right to expend any public funds of the city in carrying out any emergency management activity authorized by this article without prior approval by the City Council. Unless during a declared disaster, no person shall have any right to bind the city by contract, agreement, or otherwise without prior and specific approval of the City Council. During a declared disaster, the mayor may expend and/or commit public funds of the city when deemed prudent and necessary for the protection of health, life, or property.

(Ordinance _____ adopted _____)

Sec. 1.02.011 Offenses and penalties

(a) No person may:

- (1) Violate the terms of this or any other provision adopted to carry out the city's emergency management functions or order issued under the authority of this article.
- (2) Willfully obstruct, hinder, or delay any member of the city's emergency management organization in the enforcement of any order issued under the authority of this article.
- (3) Operate a siren, electronic communications software / program / application, or other device so as to simulate a warning signal or terminate an official warning signal, unless authorized.
- (4) Wear, carry, or display any emblem, insignia, or any other means of identification that identifies the individual as a member of the city's emergency management organization, unless the individual has been designated as a member of the organization by the office of emergency management.
- (5) Wear, carry, or display any emblem, insignia, or any other means of identification that identifies the individual as a member of an organization participating in the official response to the local state of disaster, unless the individual has been designated as a member of that organization by an appropriate official of that organization.

(b) Any person violating a provision of this article or any order issued under the authority of this article is guilty of a misdemeanor and upon conviction may be punished by a fine of up to two thousand dollars (\$2,000.00) or the highest amount allowed under applicable law, whichever is less. Violations of this article shall be reported to the appropriate law enforcement agency and/or district attorney's office.

(Ordinance _____ adopted _____)

Sec. 1.02.012 Standard of care for emergency action

Every official, officer, agent, or employee of the city and every official, officer, agent, or employee of an authorized provider of emergency services, including, but not limited to every unit of government or subdivision thereof, while responding to emergency calls or reacting to emergency situations, regardless of whether any declaration of emergency has been declared or proclaimed by a unit of government or subdivision thereof, is authorized to act or not to act in such a manner to effectively deal with the emergency. An action or inaction is "effective" if it in any way contributes or can reasonably be thought to contribute to preserving any lives or property. This section shall prevail over every other provision of the Anna Code or other law or regulation of the city and, to the extent to which the city has the authority to so authorize, over any other law establishing a standard of care in conflict with this section. Neither the city nor any of its employees, agents, or officers, nor other unit of government or government subdivision nor its employees, agents, or officers may be held liable for the failure to use ordinary care in such emergency. It is the intent of the city council, by implementing this article, to assure effective action in emergency situations by those entrusted with the responsibility of saving lives and property by protecting such governmental units from liability, and their employees, agents, and officers from tort liability to the fullest extent permitted by

statutory and constitutional law. This section shall be liberally construed to carry out the intent of the city council.

(Ordinance _____ adopted _____)

Sec. 1.02.013 Compliance with national incident management system

The National Incident Management System (NIMS), third edition, dated October 10, 2017, is hereby adopted as the standard for incident management and is effective as of the date of adoption of Sections 1.02.003 – 1.02.017 of this article.

(Ordinance _____ adopted _____)

Sec. 1.02.014 Severability

If any portion of this article shall, for any reason, be declared invalid, such invalidity shall not affect the remaining provisions thereof.

(Ordinance _____ adopted _____)

Sec. 1.02.015 Limitations

This article shall not be construed so as to conflict with any State or Federal statute or with any military or naval order, rule, or regulation.

(Ordinance _____ adopted _____)

Sec. 1.02.016 Repeal

All ordinances, parts of ordinances, code provisions, regulations, or resolutions in conflict herewith are expressly repealed.

(Ordinance _____ adopted _____)

Sec. 1.02.017 Publication of the caption and effective date

The provisions adopted under this article shall be effective upon its passage by the City Council and posting and/or publication, if required by law, of its caption. The City Secretary is hereby authorized and directed to implement such posting and/or publication.

(Ordinance _____ adopted _____)

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

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Stephanie
Beitelschies

AGENDA ITEM:

Approve a Resolution amending the City of Anna Personnel Policy Manual. (Director of Human Resources Stephanie Beitelschies)

SUMMARY:

As a part of the adopted Strategic Plan and Council direction to provide competitive benefit structures, staff identified several areas of the City Personnel Policy that required revisions, updates, corrections and amendments. As city staff worked under this personnel policy manual, a few technical conflicts and operations realities have been found which require revisions and updates. Sections of the proposed policy are being changed to provide clarification as well as general cleanup. The proposed revisions are listed below. Overall, these changes will provide support to staff's day-to-day city operations, provide amendments consistent with market conditions, and update policies consistent with current operational practices.

1. Military leave to be in alignment with government mandate
2. Family Medical Leave Act exhaustion procedures
3. Catastrophic Leave update on donation time limit
4. Workers Compensation to include use of vacation / sick accruals after twelve weeks
5. Tuition reimbursement updates
6. Update to probationary period for new hires and promotions
7. Update to optional license and certification pay
8. Update to annual vacation leave carryover
9. Sick leave conversation policy
10. Sick leave payout provisions
11. Update to bereavement leave to be 24 hours per occurrence
12. Language pay
13. Certification pay

FINANCIAL IMPACT:

Monetary impact include sick accrual buyback, increased vacation accrual balance carryover, increased vacation accrual payouts upon separation, defined tuition reimbursement, language pay option, and catastrophic leave bank donation change.

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.

ATTACHMENTS:

1. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, COLLIN COUNTY, TEXAS, APPROVING AMENDMENTS TO THE CITY OF ANNA PERSONNEL POLICY MANUAL 10.11.2022
2. City of Anna Personnel Policy 10.11.2022

APPROVALS:

Stephanie Beitelschies, Director Human Resources
Jim Proce, City Manager

Created/Initiated - 10/6/2022
Final Approval - 10/6/2022

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, October 26, 2021, December 14, 2021, and on September 13, 2022

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.

DULY PASSED AND APPROVED THIS 11th DAY OF OCTOBER 2022.

ATTEST:

APPROVED

City Secretary, Carrie Land

Mayor, Nate Pike

City of Anna

Personnel Policy Manual

Approved: March 11, 2014

Amended:

September 22, 2015, Res. No. 2015-09-24

January 26, 2016, Res. No. 2016-01-140

July 11, 2017, Res. No. 2017-07-334

October 26, 2021, Res. No. 2021-10-1028

December 14, 2021, Res. No. 2021-12-1074

September 13, 2022, Res. No. 2022-09-1252

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CITY OF ANNA – Personnel Policy Manual

Preamble

This Personnel Policy Manual (this “Manual”) is prepared for informational and guideline purposes only and does not constitute a contract in any respect between the City of Anna (the “City”) and its employees. Except as expressly set forth in this Manual or in a written contract approved by the City Council, employment with the City is at will, and either the employee or the City may terminate the relationship at any time for any legal reason or for no reason. The City Manager may remove, with or without cause, any City employee or volunteer who is not required to be appointed by the City Council. The City reserves the right to release an employee at any time and for any reason, with or without cause, unless expressly prohibited by law.

The at-will status of an employee may only be modified by written contract between the City and an individual employee that is duly adopted by the City Council, signed by a duly authorized representative of the City, and contains express, clear and unambiguous language that identifies the employee and modifies the at-will status of that employee (“Employment Contract”). The at-will status in such case shall only be modified as to that individual employee and only to the extent modified by such contract. All statements in this Manual regarding the at-will status of City employees or any benefits provided herein shall control over any contradictory statements by any other person, whether oral or written, with the sole exception of an Employment Contract. Similarly, with the sole exception of benefits guaranteed in an Employment Contract, the City’s policies and practices with respect to any matter or any benefits now offered may be terminated at any time to full extent permitted under applicable law and same are not to be considered as creating any contractual obligation on the City’s part.

Statements of specific grounds for termination set forth in this Manual or in any other City documents are examples only, are not all-inclusive lists, and are not intended to restrict the City’s right to terminate at will.

It is the responsibility of each employee of the City to comply with all policies in this Manual and with other rules and regulations implemented in accordance with this Manual. If there are questions about any policies, procedures, rules or regulations, they should be discussed with the immediate supervisor, department head or City Manager, as appropriate.

Every employee in City service should understand that he/she is working for the public. It is the goal of the City to constantly develop more effective and efficient means to serve its citizens. Therefore, all employees should thoroughly understand their jobs duties and should possess respect for their work. Employees are expected to have knowledge of the relation of their jobs to those of other employees and to the entire City organization.

Individual departments may establish additional policies that are consistent with this Manual. Such departmental policies must be submitted to and approved by the City Manager. To the extent that such policies conflict with this Manual, this Manual shall control. Amendments to this Manual must be prepared by the City Manager and presented to the City Council for approval. Upon amendment, the modifications shall be distributed to all City employees and all City employees shall sign an acknowledgement that they have received, reviewed and understand the modifications (refer to Appendix A-1).

Notwithstanding any other provision of these policies, rules and regulations, the City Council may exempt individual City employees that the City Council appoints pursuant to its power under the

City's Home-Rule Charter from the application of certain policies, rules and regulations and may do so by duly adopted ordinance, resolution or written agreement. However, the City Council may not grant any exemption that would result in a violation of state or federal law.

Completion of an introductory or probationary period or "regular status" does not change an employee's status as an employee-at-will or in any way restrict the City's right to terminate such an employee or change the terms or conditions of employment.

CITY OF ANNA
PERSONNEL POLICY MANUAL
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City of Anna Personnel Policy Manual Section 100. Introduction
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100.1 Objectives

- (a) Objectives. The Preamble to this Manual is incorporated here as if set forth in full. Although most major areas of the City's personnel policies are defined in this Manual, situations may arise that are not specifically addressed in this Manual. In these instances, the City Manager may establish an appropriate policy or address such matters on a case-by-case basis as appropriate. All personnel policies apply to all City employees, except as expressly stated otherwise.
- (b) The general purpose of the policies and procedures set forth in this Manual is to bring into the service of the City a high degree of understanding, cooperation, efficiency, and unity, which comes through appropriate application of sound procedures in personnel administration, and to provide a uniform policy for all employees, with all of the benefits such a program insures. The human resource management system objectives, which include this Manual, are as follows:
 - (1) Promote and increase efficiency, responsiveness to the public, and economy in the service of the City;
 - (2) Provide opportunity for qualified persons to enter and progress in City service based on merit and ability to perform the essential functions of the job with or without reasonable accommodations;
 - (3) Maintain recruitment, advancement, and tenure practices enhancing the attractiveness of a City career and encouraging all employees to give their best effort to the City and the public;
 - (4) Maintain consistent, up-to-date position classification and compensation plans based on the relative duties and responsibilities of jobs in City service; and
 - (5) Promote high morale among City employees by fostering positive working relationships and providing uniform human resources policies, opportunities for advancement, and consideration of employee needs and desires.
- (c) This Manual is not intended to fully describe or explain all of an employee's potential rights or duties. The provisions of this policy shall apply in addition to, and shall be subordinated to, any requirements imposed by applicable federal, state, or local laws, regulations or judicial decisions. Employees who desire further information should independently investigate the governing law and contact an attorney to evaluate their position. Unenforceable provisions of this policy shall be deemed to be deleted without invalidating any other parts of this Manual.

100.1.1 Definitions

The words and terms used in this Manual shall have the meaning indicated as follows (unless the context in which the word is used clearly indicates otherwise):

Address means the street and number, city, state and zip code of a residence and/or the post office box mailing address, if applicable.

Administrative leave means an authorized absence with pay.

Anniversary date means the month and date at which one year or additional years of employment with the City are attained by a regular full-time or part-time employee. If an employee changes from part-time to full-time status, then the anniversary date is changed to reflect the date the employee begins full-time status.

Charter or City Charter means the City of Anna, Texas Home-Rule Charter as amended.

City means the City of Anna, Texas.

City's personnel policies mean this Manual and all ordinances, directives, regulations and other requirements relating to City personnel matters, as amended.

City Council means the governing body of the City of Anna, Texas.

Confidential Information means: (1) all information held by the City that is not available to the public under the Public Information Act (Chapter 552, Local Government Code, or as amended, "the Act"), and any information from a meeting closed to the public pursuant to the Texas Open Meetings Act (Chapter 551, Local Government Code, or as amended), regardless of whether disclosure violates the Act and/or the Texas Open Meetings Act; and (2) information, whether or not subject to disclosure under the Act, that has not been made publicly available and that an employee has access to only because of the employee's status as a City employee or the employee's presence at City events or facilities that are not expressly open to the public.

Demotion means an assignment of an employee from a position in one classification to a position in another classification having a lower pay grade.

Department means a major functional unit of City administration, none of which are independent, jural entities.

Department head means any person, appointed by the City Manager, who is responsible for the administration of a department.

Director of Human Resources, Human Resources Department, or Human Resources means the individual(s) to whom various human resource functions have been delegated by the City Manager, regardless of whether there is a specific department designated as the Human Resources Department. These terms may also refer to the City Manager, to the extent that the City Manager has not delegated any such human resource functions. The City Manager retains authority over all human resources functions that have been delegated and may modify, reverse or direct any action or decision by the Director of Human Resources or Human Resources Department.

Employee means any person employed and paid a salary or wages by the City, and includes a person employed on a temporary or part-time basis, but does not include an independent contractor, the Municipal Court Judge(s), the City Attorney, a member of an appointed Board or Commission, or a member of the City Council.

Exempt employee means any employee paid on a salary basis who occupies an executive, administrative or professional position, or is a computer employee, as defined by the Fair Labor Standards Act, 29 U.S.C. § 213(a)(17)(as amended). Exempt employees, whether full-time or part-time, are eligible for all benefits offered by the City to its employees.

Fiscal year means the City's fiscal year, starting October 1 and ending September 30.

Full-time employee means any employee scheduled to work forty (40) hours or more per work week. Full-time employees are eligible for all benefits offered by the City to its employees.

Grade means a division of a salary and classification schedule with specified rates and/or ranges of pay into which a job or position is classified, according to such factors as level of difficulty, responsibility and other criteria.

Horseplay is rough or rowdy play or pranks that occur at the workplace or are work-related and can include activities that are potential hazardous such as joking that includes physical contact, playing around, racing, grabbing, foolish vehicle operation, social pressure to participate in unsafe acts, harassment, and unauthorized contests.

Job means a collection of tasks, duties and responsibilities regularly assigned to and performed by an individual.

Lateral transfer or transfer means any change of an employee from one position to another position in a classification having the same pay grade.

Leave without pay means an authorized temporary absence without pay. If non-disciplinary, an employee on leave without pay may be permitted to expend accrued vacation benefits, accrued compensatory time, or accrued sick time while on leave.

Management, when used as noun, means the City Manager, department heads, or Supervisors with administrative management authority.

Manual means this Personnel Policy Manual, as amended, also referenced from time to time herein as Personnel Policies and Procedures.

Mayor means the Mayor of the City of Anna, Texas.

Merit means character or conduct deserving reward, honor, or esteem.

Military leave means any authorized absence of an employee for active or reserve duty, or training in the United States armed forces.

Month means one calendar month.

Motor vehicle accident means an incident involving a motor vehicle in which there is either a fatality, an injury treated immediately and/or away from the scene, any potential property damage, any unintended contact between a vehicle and another vehicle, or a vehicle is required to be

towed from the scene due to disabling damage.

Non-exempt employee means any City employee not falling under the definition of Exempt Employee.

Outside employment means any business, trade, occupation, or profession performed for any entity other than the City, including self-employment.

Part-time employee means any employee who is scheduled to work less than forty (40) hours per week and who is not a temporary/seasonal employee.

Personnel policies mean this Manual and all ordinances, directives, regulations, and other requirements relating to City personnel matters, as amended.

Physician or licensed physician means any physician licensed by the Texas State Board of Medical Examiners.

Probationary Employee means any newly hired employee during the time of the employee's probationary status as further described in this Manual.

Promotion means an assignment of an employee from a position of one classification to any vacant position in another classification having a higher pay grade.

Reclassification means an assignment of an employee to a new position and/or grade profile to an existing position.

Reduction in force means a separation from City service because of a shortage of funds or materials, elimination of a position, or other reasons beyond the control of an employee and not reflecting discredit upon him/her.

Regular employee means an employee who is full-time, and is non-seasonal and non-temporary.

Regulations mean these Personnel Policies and Procedures.

Residence means the domicile of an employee.

Retirement date means the first day an eligible employee becomes entitled to receive retirement benefits.

Separation means a voluntary or involuntary cessation of employment with the City.

Supervisor means an employee's direct report.

Suspension means an involuntary and unpaid discontinuance of City work for a specified period of time.

Temporary/Seasonal Employee means any employee appointed to any of the following:

- An assignment or job scheduled to last less than six (6) months;
- A position funded under a federal employment and training program, under which the employee meets federal eligibility requirements, but not including administrative or staff positions;
- A cooperative work-study program with an educational institution;

- A seasonal position, even though the assignment may last more than six (6) months;
- Any assignment of less than a full calendar year, which is repeated from year to year, even though the assignment may last more than six (6) months;
- A position which, by City policy and practice, is intended to give introductory work experience to a person preparing for entry into the work force; or
- A part time position expected to work less than twenty (20) hours per week, or less than one thousand (1,000) hours per fiscal year.

Temporary/seasonal employees are not eligible for any City benefits, other than workers' compensation benefits.

Termination means a disciplinary cessation of employment with the City.

Transfer or lateral transfer means any change of an employee from one position to another position in a classification having the same pay grade.

Volunteer means any person who freely offers to take part in any effort or undertake a task for the City and is not compensated as a regular employee. However, stipends may be provided for some tasks, as determined necessary by the City Manager and department head, and within budgetary constraints, and in accordance with a written policy governing the terms of the stipend. *Volunteer* includes, without limitation, the following positions:

- Reserve Officers;
- Volunteer Firefighters;
- Persons working toward completion of community service requirements; and
- Any other non-compensated position performed by a person freely offering their work or services.

Volunteers are not eligible for any City benefits, other than workers' compensation benefits as applicable to volunteers.

Workday or Working Day means any one shift during which a department is open for business, or on which an employee is scheduled to work.

100.2 Administrative Authority

- (a) The City Manager may revise or amend this Manual within the law, and with City Council approval, to the extent deemed necessary by the City Manager in order to more effectively and efficiently promote the interest of the City and its employees. The City Manager shall develop and implement necessary procedures for the efficient administration of the City's personnel policies.
- (b) The general and final authority for human resources management rests with the City Manager, who may delegate it as necessary and proper, except for matters expressly reserved to the City Council under the City Charter or other applicable law. The Director of

Human Resources shall advise and support management in all areas, including employee-management relations; training and career development; classification; compensation; benefits; retirement; and employee health, safety and morale. When appropriate and necessary, the City Manager and/or Director of Human Resources or their designees shall consult with the City Attorney for additional advice and/or assistance regarding this Manual and the City's personnel policies in general.

- (c) Department heads are responsible for enforcing the City's personnel policies as set forth in this Manual and as otherwise set forth in directives, memorandums, and other forms of instruction by the City Manager. Department heads shall cooperate with the Director of Human Resources and/or his/her designee(s) on all matters pertinent to their organization units. All employees have a responsibility and role in the implementation of the City's personnel policies.
- (d) The City reserves the authority to modify, revoke, interpret, or terminate any or all of the rules and regulations specified in these Personnel Policies and Procedures, in whole or in part, at any time, with or without notice. The issuance of these Personnel Policies and Procedures does not constitute an express or implied contract between the City and its employees. City supervisory personnel shall not make any representation to employees or applicants concerning the terms or conditions of employment with the City, which are not consistent with these Personnel Policies and Procedures.

100.3 Applicability and Scope

- (a) The City's personnel policies as set forth in this Manual and elsewhere shall apply to all employees except:
 - (1) when superseded by the state or federal constitutions, state or federal legislation;
 - (2) where expressly stated otherwise in this Manual;
 - (3) when specific appointment and removal power of an employee is vested in the City Council by ordinance, or other law, and only to the extent that the City Council has made an express finding in an ordinance or resolution that one, or more, of the policies or procedures in this Manual do not apply to such employee; or
 - (4) to the extent that this Manual conflicts with an employment contract duly adopted by the City Council that has been duly executed by the City Council's duly authorized representative.
- (b) Failure to comply with these policies may result in appropriate disciplinary action. All City employees are charged with the responsibility of being thoroughly familiar with all provisions of these Personnel Policies and Procedures.
- (c) Elected officials, the City Attorney, the Judge(s) of the Municipal Court, members of appointed boards and commissions, persons employed under contract, and personnel appointed to serve without pay shall not be considered City employees for purposes of these policies. The City Attorney, City Secretary, and Judge(s) of the Municipal Court shall be evaluated by the City Council as set forth in the City's Charter.

100.4 Dissemination of Manual

All City employees shall be provided with a copy of this Manual and each department head shall keep an updated copy available for reference by employees. Whenever feasible, a newly hired employee should be provided with this Manual prior to reporting for duty on their first day. All employees must sign a statement that they have been furnished a copy of this Manual, and that the employee has read and understands it. It shall be the employee's responsibility to become thoroughly familiar with this Manual and any changes made to these this Manual. Employees shall not start work and shall not earn any wages, compensation, or benefits until the signed acknowledgement form has been returned to the Director of Human Resources (refer to Appendix A-1).

100.5 Amendments to Manual

Amendments to this Manual must be prepared by the City Manager and presented to the City Council, who may adopt them, with or without amendment. Upon any amendment to this Manual, each employee will be notified in writing of the amendment and directed to sign for having received amendment, and shall sign a statement that they have been furnished a copy of the amended policy or policies and have read and understand same as soon as is practicable thereafter.

100.6 Equal Opportunity Policy

- (a) It is the policy of the City to afford equal opportunity in all aspects of the employment relationship to all individuals. Equal Employment Opportunity is the law of the land, and the City will not discriminate because of race, color, religion, gender, age, national origin, political affiliation, disability, veteran's status, or other non-merit factors.
- (b) This Equal Employment Opportunity policy applies to all aspects of the employment relationship including but not limited to recruiting, interviewing, testing, ranking, selection, compensation, promotion, transfer, performance appraisal, training, discipline, layoff, and discharge.
- (c) The City will take necessary action to assure that its personnel policies and procedures support equal opportunities in employment. However, the City shall evaluate each individual based on merit and bona fide abilities and qualifications to perform the essential functions of the job.

100.7 Policy Directives, Departmental Policies

- (a) The City Manager may issue personnel policy directives which shall be in the form of written memorandums, the contents of which may not directly conflict with the policies and procedures in this Manual. Such directives shall be distributed to all affected employees and shall apply with the same force as if the policies and procedures were set forth in full in this Manual.
- (b) Individual departments may establish additional policies that are consistent with this Manual. Before being implemented, such departmental policies must be submitted to and approved by the City Manager. The City Manager may modify such department policies by issuing a policy directive in the manner set forth above. To the extent that such policies conflict with this Manual, this Manual shall control.

100.8 Employment at Will

Employment with the City is at the mutual consent of the City and the employee. Either party may cease the employment relationship at any time, with or without cause, and with or without advance notice. However, an employee who leaves employment without providing the notice set forth in the City's personnel policy may lose eligibility for certain accrued benefits.

City of Anna

Personnel Policy Manual

Section 101. Employee Hiring and Appointment

101.1 Vacancies

Department heads shall notify the City Manager of any anticipated vacancies in their respective departments as far in advance as is reasonably possible to permit sufficient time for the selection of qualified candidates. Department heads shall notify the City Manager of any unexpected vacancies as soon as practicable after the vacancy occurs. At the City's discretion, vacancies may be filled through public announcement, promotions, transfers, demotions or reinstatement.

101.2 Announcement of Vacancies

Job vacancies may but are not required to be posted on the City website, on bulletin boards located at City Hall or various other websites and publications. If so posted, each job announcement insofar as practicable, shall specify the title, salary or salary range, and nature of the job; the required qualifications; whether competition is open to the general public, City employees or both; and the application deadline. Each announcement shall also contain a statement affirming the City's commitment to a policy of equal employment opportunity.

101.3 Employment Applications

- (a) Applications for employment or reinstatement shall be submitted on an Application for Employment Form (Appendix A-2), for each vacant position. In addition to the Application for Employment Form, the City may require an applicant to submit additional forms and documents, depending on the position for which the applicant is applying. The City may reject incomplete applications and applications not submitted in the prescribed manner. All information submitted in connection with applying for City positions is subject to verification.
- (b) No one shall be employed in any position with the City until a completed application of employment is provided to the Human Resources Department. All applications for employment that have not resulted in employment will be retained active for not more than 30 days after application submittal or the application deadline, whichever expires sooner; provided, however, that the City may hire applicants whose application has expired when in the City's best interest and when in conformance with equal opportunity employment. After the expiration of an active application, the City may require that a new application and/or resume must be submitted in order to be considered for any new openings. Applications that have resulted in employment shall be included in the employee's City employment records and continue to be subject to verification of the facts stated therein.
- (c) The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

- (d) Employees shall be responsible for notifying the department head and Human Resources Department of any change in address, marital status, current telephone number or any other information required by the Human Resources Department.

101.4 Employment Evaluation/Disqualification

- (a) Employment with the City shall be based on merit, ability, and fitness to perform the essential functions of a job, with or without reasonable accommodations. The primary goal of the City is to fill vacancies with highly qualified applicants that are the best suited for the position. The City Manager, department head, or their respective designee(s) shall determine the most appropriate means of evaluating applicants against job requirements and organizational mission to identify the qualified persons suited for the job. Depending on the job positions and its essential functions, the City may, as deemed appropriate, use reference checks, interviews, medical and psychological examinations, drug tests, physical agility tests, criminal history checks, verification of citizenship or employment eligibility, skills tests, written tests, driver's license checks, credit checks, and/or other screening procedures as deemed appropriate and in all cases use of same shall be consistent with applicable employment laws and regulations and the City's personnel policies.
- (b) Applicants may be required to provide any information regarding work experience and qualifications necessary to demonstrate compliance with prescribed qualification requirements or proficiency.
- (c) At a minimum, to be eligible for employment with the City, or for a change in present personnel status, an individual must:
 - (1) be at least sixteen (16) years of age, depending upon the requirements of each position;
 - (2) have a social security number;
 - (3) agree to be fingerprinted, if requested;
 - (4) agree to a polygraph examination related specifically to job performance for positions designated by the City Manager, if requested, and such examination is not prohibited by law;
 - (5) where permitted by law, pass a physical and/or psychological examination administered by a licensed medical practitioner selected by the City, to ensure ability to perform essential duties of the job;
 - (6) where permitted by law, submit to alcohol and drug screening tests;
 - (7) satisfactorily complete any interviews, examinations and performance tests, if required because of job duties;
 - (8) show proof of United States citizenship, legal residence, or other documentation that establishes employment eligibility in the United States, as required by the Department of Justice;

- (9) possess a valid Texas driver's license and have an acceptable driving record in compliance with the City's personnel policies, where applicable, unless waived by the City Manager (when requested, applicants must provide a copy of their driving record to the City and/or provide the City with a signed and completed form of release that will allow the City to obtain the applicant's official driving record); and
 - (10) meet minimum requirements of the job description for which employment is sought, and submit to all other employment procedures administered by the Human Resources Department.
- (d) An applicant shall be disqualified from consideration if he or she:
- (1) does not meet the necessary position-performance qualifications;
 - (2) has made any false statements of fact on the application, depending upon the seriousness, willfulness and materiality of the false information to the position;
 - (3) commits or attempts to commit a fraudulent act at any stage of the selection process;
 - (4) does not have a driving record that is acceptable to the City;
 - (5) is in violation of the City's Substance Abuse Policy;
 - (6) is not lawfully authorized to work in the United States in accordance with the Federal Immigration Reform and Control Act, as amended; or
 - (7) would, if hired, be in violation of the nepotism policy or laws.
- (e) Former employees of the City who were dismissed for reasons of misconduct or performance are considered ineligible for rehire.
- (f) An applicant may also be disqualified from consideration upon other reasonable grounds relating to job requirements.

101.5 Americans with Disabilities Act

The City is an equal opportunity employer and, as such, requires compliance with the Americans with Disabilities Act (ADA). The Act prohibits discrimination against qualified persons with disabilities in application procedures, hiring, advancement, discharge of an employee, employee compensation, job training, and other terms, conditions, and privileges of employment. All requests by City employees for reasonable accommodations under the ADA should be submitted in writing to the Human Resources Department, who shall notify the employee's department head. The City shall comply with ADA regulations when considering all requests for accommodation. Supervisors or department heads, as applicable, are required to engage in a good faith, interactive dialogue with qualifying persons to identify whether reasonable accommodations may be available for an employee's disability.

101.6**Applicant Referral, Interview and Selection Process**

- (a) The referral of applicants to department heads for selection shall be in accordance with approved City policies, procedures, and practices developed by the City. Interviews will be structured and conducted in such manner as to appraise the applicant's qualifications and ability to perform the essential functions of the position. All applicants meeting the minimum requirements may not receive a personal interview. All departmental proposed hiring procedures that are more specific than the policies and procedures set forth in this Manual will be submitted in writing to the City Manager and Director of Human Resources who shall forward same for review by the City Attorney. Such proposed procedures shall not go into effect unless and until approved by the City Manager and City Attorney.
- (b) The department head will make the selection of the most qualified applicant. The department head will then submit the selection to the City Manager and/or his designee to proceed with any appropriate pre-hiring screening or background checks.
- (c) The City may conduct criminal history records checks on all new employees, including those in part-time, temporary and selected volunteer positions. Since it may take several weeks to receive results, applicants selected for positions may be offered provisional employment. If applicants have not provided accurate information regarding their criminal history, they may be dismissed from employment.
- (d) The City will obtain credit history information on a candidate for employment only when the credit history is related to the position for which the person is being considered. The City shall comply with the Fair Credit Reporting Act before obtaining a job-related credit history.
- (e) The City will conduct a criminal history record review for a final candidate for employment and will determine through the individualized assessment procedures described below whether the individual should be excluded from employment.
- (f) The City will conduct a motor vehicle record review on a candidate for employment when driving is an essential job function of the position for which the person is being considered. The City will determine through the evaluation criteria for applicants, as set forth in its Motor Vehicle Operator Standards, whether the individual should be excluded from employment.
- (g) An employee or prospective employee must be provided written notice that a credit or background check will be done, and give their written authorization to proceed, if an outside, private-sector agency or search engine will be used (can be on same form and be part of the application materials). If the results of a credit or background check result in the applicant being rejected for employment, the City must provide written notice of why, give the applicant a copy of the report, and provide the name and address of the service which provided the information.
- (h) This policy applies to all employees, including all full-time and part-time employees, paid and unpaid interns, temporary employees, contract staff employees, and volunteers.

(i) Consumer Credit Reports

- "Adverse action" includes a denial of employment or any other decision for employment purposes that adversely affects any current or prospective employee.
- "Consumer report" includes any information from a consumer reporting agency that is used or expected to be used as a factor in establishing the person's eligibility for employment.
- "Consumer reporting agency" is an agency that, for monetary fees, dues, or on a cooperative nonprofit basis, regularly assembles or evaluates consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties.
- "Employment purposes" when used in connection with a consumer report means a report used for the purpose of evaluating a person for employment, promotion, reassignment, or retention as an employee.

15 U.S.C. 1681a

(j) Obtaining Reports

The City may not procure a consumer report for employment purposes unless:

- 1) The City has provided the applicant or employee a written disclosure that a consumer report may be obtained for employment purposes; and
- 2) The applicant or employee has authorized in writing the procurement of the consumer report.

(k) Adverse Action

- Before taking any adverse action based on the consumer report, the City shall provide the applicant or employee a copy of the consumer report and a written description of the person's rights under the Fair Credit Reporting Act, as prescribed by the Federal Trade Commission.

15 U.S.C. 1681(b)(3)

(l) Notice of Address Discrepancy

- "Notice of address discrepancy" means a notice sent to a user by a consumer reporting agency that informs the user of a substantial difference between the address for the consumer that the user provided to request the consumer report and the address(es) in the agency's file for the consumer.

(a) When the City receives a notice of address discrepancy, it will compare the

information in the consumer report provided by the consumer reporting agency with information the City maintains in its own records, such as applications, change of address notifications, and other personnel records. In addition, the City will verify the information in the consumer report provided by the consumer reporting agency with the consumer.

(b) If the City regularly and in the ordinary course of business furnishes information to the consumer reporting agency from which it received the notice of address discrepancy, the City will furnish an address for the consumer, which the City has reasonably confirmed is accurate, to the consumer reporting agency. The City will reasonably confirm an address is accurate by verifying the address with the consumer about whom it has requested the report; reviewing its own records to verify the address of the consumer; or using other reasonable means.

16 CFR 641.1

(m) Disposal of Records

- The City must properly dispose of a consumer report by taking reasonable measures to protect against unauthorized access to or use of the information.
- "Dispose" includes discarding or abandoning the consumer report, or selling, donating, or transferring any medium, including computer equipment, upon which the consumer report is stored.

(a) Examples of reasonable measures include:

- 1) Burning, pulverizing, or shredding papers containing a consumer report so the information cannot practicably be read or reconstructed;
- 2) Destroying or erasing electronic media containing a consumer report so that the information cannot practicably be read or reconstructed; or
- 3) After due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of the consumer report.

16 CFR 682.3

(n) Individualized Assessment

- (a) Only City employee(s) authorized to view criminal history records will be involved in conducting an individualized criminal history record review.
- (b) Consistent with business necessity, the City shall disqualify from employment a person whose criminal history is inconsistent with the job duties of the position for which the person is being considered.

(c) The City shall perform an individualized assessment of criminal history record information when determining a person's eligibility for employment in a specific position.

(d) The City shall take into account a variety of factors, including the following:

1. The nature of the offense;
2. The age of the person when the crime was committed;
3. The date of the offense and how much time has elapsed;
4. The adjudication of the offense (e.g., whether the person was found guilty by a trier of fact, pled guilty, entered a no contest plea, or received deferred adjudication);
5. The nature and responsibilities of the job sought;
6. The accuracy of the person's disclosure of his or her criminal history during the selection process;
7. The effect of the conduct on the overall environment; and
8. Any further information provided by the person concerning his or her criminal history record.

(e) In conducting the individualized assessment, the City will consider both the factors set out above and any additional information provided by the individual. The City may obtain court records, if needed, to validate the information provided.

(f) Using the available information, the City will determine whether or not exclusion from employment is consistent with business necessity.

(g) Failure to disclose criminal history on an employment application will exclude a candidate from employment with the City, regardless of whether the candidate's criminal history alone would have disqualified him or her for employment.

(h) Arrests

- (1) The fact of an arrest alone does not establish that criminal conduct has occurred, and the City shall not disqualify a person based solely on an arrest. The City may make an employment decision based on the conduct underlying the arrest if that conduct makes the person unfit for the position in question.

(i) Notice to Candidate for Employment

- (1) A candidate for employment who has a criminal history record will be notified in writing that he or she may be excluded from employment due to criminal history. The candidate will be given an opportunity to provide additional information concerning his or her criminal history record to be considered as part of the individualized assessment process.

Additional information may include:

- Documentation showing inaccuracies in the criminal record;
- Any evidence related to the factors for individualized assessment listed above;
- Evidence that he or she has performed the same type of work, since the incident(s) noted on the criminal history record, with no known incidents of criminal conduct;
- Rehabilitation efforts, including education and training;
- Employment or character references; and
- Whether or not he or she is bonded (if a bond is required for the job position with the City).

(2) If the individual does not provide additional information in a timely manner, the City will proceed with an individualized determination with the information available to the City.

(j) Claim of Errors in the Record

(1) A candidate for employment who claims that the reported criminal history record is erroneous may be provided a copy of the record so that he or she can undertake efforts to correct the record.

(o) Offenses for Which Exclusion is Likely

(1) A record of certain offenses carries a high likelihood that the City will exclude the individual from employment. Subject to an individualized assessment, the following classes of offense will likely preclude employment with the City:

- Any offense for which employment of the individual places the safety of other employees at risk, regardless of the date of the offense, its relation to the employee's job, or the age of the victim. Such offenses include: homicide, murder, capital murder, unlawful transport, false imprisonment, trafficking of persons, sexual assault, aggravated sexual assault, rape, child abuse, sale or purchase of a child, arson, robbery, aggravated robbery, prostitution or solicitation of prostitution, child pornography, and sexual solicitation of a child.
- Any offense that, because of the relationship between the offense and the duties and responsibilities of the position in question, creates a risk to the best interests of the City. For example, a person who has committed a property offense will not normally be eligible for a position with financial duties or responsibilities.
- Any felony conviction that occurred within the ten years prior to application for employment with the City.
- Any Class C misdemeanor conviction involving moral turpitude (i.e., theft) within the ten years prior to application for employment with the City.

(p) Adjudication of Offenses

(a) Conviction

- (1) In considering the adjudication of the offense, the following standards apply. The City will ordinarily treat a conviction as proof of guilt. A conviction record constitutes reliable evidence that a person engaged in the criminal conduct "beyond reasonable doubt."

(b) Arrest

- (1) An arrest record alone does not establish criminal conduct. Before the City makes an employment decision based on an arrest, the City will examine the circumstances surrounding the arrest and will make any necessary inquiries. The City is not required to conduct an extensive investigation to determine the individual's guilt or innocence but need only make inquiries that could shed light on the likelihood of the individual's guilt in committing the underlying offense.
- (2) An arrest will be treated as a conviction when inquiries suggest a high likelihood that the individual committed the underlying offense. Where such a determination is not found, the arrest will not be used to take an adverse employment action against the individual.

(c) Deferred Adjudication

- (1) A grant of deferred adjudication resulting from a no contest or guilty plea will ordinarily be treated as an admission of guilt. However, the City will make inquiries similar to the inquiries made when an arrest is reported.
- (2) When such inquiries suggest a high likelihood that the individual committed the underlying offense, deferred adjudication will be treated as a conviction. Where such a determination is not found, deferred adjudication will not be used to take an adverse employment action against the individual.

(d) Not Guilty, Withdrawn, or Dismissed Charges

- (1) For a not guilty, withdrawn, or dismissed adjudication, the individual will be asked to explain, in writing, the circumstances and must provide a certified copy of the court paperwork showing the final disposition of every charge. The City may make additional inquiries into the surrounding circumstances.
- (2) The charges will be treated as a conviction when such inquiries suggest a high likelihood that the individual committed the underlying offense. Where such a determination is not found, the criminal history in question will not be used to take an adverse employment action against the individual.

(q) Types of Convictions

- (1) If the criminal history record shows a conviction, or if inquiries made during the record review indicate a high likelihood of guilt and/or recurrence, then the following employment restrictions will apply:

(a) Felony

- (1) For a felony offense committed within the ten years before application for employment, see OFFENSES FOR WHICH EXCLUSION IS LIKELY, above.
- (2) If the individual committed a felony offense more than ten years before application for employment, the City will determine whether the conviction was for an offense that generally requires exclusion by law or by policy or, if not, whether the underlying offense relates to the duties and responsibilities of the desired position.

The following guidelines will apply:

- If the offense does not relate to the duties and responsibilities of the position, and was not for an offense that would otherwise preclude employment, the individual may be considered for employment or continued employment.
- If the offense does relate to the duties and responsibilities of the position, the City will consider the likelihood of recurrence of the criminal behavior. A determination that the behavior is unlikely to recur will result in the individual being eligible for employment; a finding to the contrary will result in the individual being ineligible for employment.

(b) Class A & B Misdemeanors

- (1) An individual may be eligible for employment if the conviction for a Class A or Class B misdemeanor is not related to the duties and responsibilities of the position and/or has occurred more than five years prior.
- (2) For a Class A or Class B misdemeanor offense involving moral turpitude committed within the ten years before application for employment, as applicable, see OFFENSES FOR WHICH EXCLUSION IS LIKELY, above.

The following guidelines will apply:

- If the offense does not relate to the duties and responsibilities of the position, and was not for an offense that would otherwise preclude employment, the individual may be considered for employment.
- If the offense does relate to the duties and responsibilities of the position, the City will consider the likelihood of recurrence of the criminal behavior. A determination that the behavior is unlikely to recur will result in the individual being eligible for

employment; a finding to the contrary will result in the individual being ineligible for employment.

(3) If the conviction occurred in the past five years and does relate to the duties and responsibilities of the position, the employee is ineligible for employment in the City if it is determined there is a high degree of likelihood for the recurrence of the behavior.

(c) Class C Misdemeanors

- (1) For a Class C misdemeanor offense involving moral turpitude committed within the ten years before application for employment, as applicable, see OFFENSES FOR WHICH EXCLUSION IS LIKELY, above.
- (2) If convicted of a Class C misdemeanor that does not involve moral turpitude or that occurred more than ten years prior, the City will determine whether the underlying offense relates to the duties and responsibilities of the desired position.

The following guidelines will apply:

- If the offense does not relate to the duties and responsibilities of the position, and was not for an offense that would otherwise preclude employment, the individual may be considered for employment.
- If the offense does relate to the duties and responsibilities of the position, the City will consider the likelihood of recurrence of the criminal behavior. A determination that the behavior is unlikely to recur will result in the individual being eligible for employment; a finding to the contrary will result in the individual being ineligible for employment.

(d) Multiple Offenses

- (1) An individual with multiple offenses that individually do not make him or her ineligible for employment may be deemed ineligible for continued employment when repetitious criminal behavior indicates a high degree of likelihood for recurrence of the behavior.

(e) Unlisted Criminal History

- (1) If a criminal history record does not list an event reported by the candidate for employment, he or she will be asked to explain, in writing, the circumstances for each reported incident. A certified copy of pertinent court paperwork showing final disposition of the charge must be included. The City may make additional inquiries.

(f) Applicants for Employment with Police and Fire Departments

- (1) The standards of elimination of employment for Police Department and Fire Department positions may differ and may be established by departmental policy.

(g) Other Policies

- (1) Applicants are subject to elimination under other City policies if the applicant's criminal history limits his or her ability to perform the essential functions of the position (e.g., conditions of community supervision which restrict the applicant's workplace activities).

101.7 Authority for Employment Hire

- (a) Hirings shall be made based on the applicant's qualifications, experience, talents and suitability for the job as ascertained through fair and practical selection methods. It shall be the policy of the City to appoint the most qualified applicant best suited for the position.
- (b) The hiring authority for all City positions shall rest with the City Manager except as otherwise provided by the City Charter. The City Manager may delegate such authority to the department head for those positions under his/her supervision, and when hiring authority is delegated the department head shall keep the City Manager and Director of Human Resources informed of all proposed hirings in writing before an offer is made to an applicant. Offers of employment will be made through the Human Resources Department.

101.8 Employment Status

All employees are classified into one of the following categories:

- Regular or Full-Time Employee – Employment in an authorized position in which the employee works at least 40 hours in a regular work schedule.
- Part-Time Employee – Employment in a position normally budgeted less than 40 hours per work week.
- Temporary Employee – Employment in a position established for a specified period of time by the person(s) authorized to make such delegation(s), or for the duration of a specified project or group of assignments.

101.9 Exempt or Non-Exempt Status

- (a) To determine eligibility for overtime pay, employment positions are classified as "Exempt" or "Non-Exempt" in accordance with federal and state labor laws and these Personnel Policies and Procedures. Eligibility for overtime pay is identified below:
 - (1) Exempt – Exempt employees are not eligible for overtime pay, but under limited circumstances may be granted personal time off during normal work hours for extra hours worked according to Section 105.04 of this Manual.
 - (2) Non-Exempt – This classification includes all positions that are not exempt. These positions are generally eligible for overtime pay.

- (b) All job descriptions should state whether the position is exempt or non-exempt. However, in the event that this is not the case, or if any questions arise about whether a position is exempt or non-exempt, the matter shall be referred to the Human Resources Department prior to a final hiring or overtime payment decision.

101.10 Nepotism

- (a) In addition to the minimum restrictions set forth in the Charter, the purpose of this policy is to define appropriate business relationships in the workplace that involve certain relatives either of blood, adoption, marriage or cohabitation.

- (b) Definitions:

- (1) *Nepotism* - The practice of employing, favoring, providing benefits to, or giving any workplace preference to certain relatives over other employees.
- (2) *Relatives* - Includes, but are not limited to, the first, second and third degree of consanguinity (blood), including adoption; and the first and second degree of affinity (marriage). Common Law marriages, as recognized by the State of Texas, will also be included for purposes of this policy. See tables below for examples:

Consanguinity (Blood Relationships) and Adoptive Relationships		
<i>First Degree</i>	<i>Second Degree</i>	<i>Third Degree</i>
Mother	Grandparent	Great Grandparent
Father	Grandson	Great Grandson
Daughter	Granddaughter	Great Granddaughter
Son	Uncle	Great Niece
Brother	Aunt	Great Nephew
Sister	First Cousin	Second Cousin
	Niece	
	Nephew	

Affinity (Marriage Relationship)	
<i>First Degree</i>	<i>Second Degree</i>
Wife	Brother-in-Law
Husband	Sister-in-Law
Son-in-Law	Spouse's Grandparent
Daughter-in-Law	Spouse's Grandchild
Mother-in-Law	Step-Grandparent

Father-in-Law	Stepsister
Stepmother	Stepbrother
Stepfather	
Stepdaughter	
Stepson	

- (3) *Cohabitants* – Persons who live together in a sexual relationship but are not married, nor are declared to be married.
- (4) *Roommates* – Any combination of Supervisor(s) and Subordinate(s) sharing the same living quarters. For the purposes of this nepotism policy, “living quarters” does

not include City-owned or City-controlled facilities, such as a fire station, at which employees are scheduled to work or sleep overnight shifts.

- (c) In addition to any limitations or restrictions under state law or the City's Charter, relatives, cohabitants, or roommates to any elected or appointed City Official, or to any department head, shall not be employed in any paid position with the City after the effective date of this Manual. For the purposes of this provision, the term "City Official" means and includes: the Mayor; Members of the City Council; Municipal Court Judges and Magistrates; the City Manager; the City Secretary; the City Attorney; and Members of the temporary or standing, current or future Boards, Commissions, Governing Bodies, and Boards of Directors when those Boards, Commissions, Governing Bodies, and Boards of Directors are appointed in their entirety or partially by the City Council. No person related within the second degree by affinity or within the third degree by consanguinity to the Mayor or any City Council member or the City Manager may be employed by or contracted with for the City. This does not apply to:
 - (1) any person employed by the City before the person related in the above degree files to run for elective office or is nominated for an appointment, or
 - (2) any person who is a seasonal employee or intern of the City.
- (d) No City employee shall be supervised directly by a relative, cohabitant or roommate. City employees will not be transferred or promoted into positions that would cause them to be in a direct supervisor/subordinate relationship with a relative, cohabitant, or roommate.
- (e) All external applicants for employment must, at the time of application and hire, disclose the name(s) of any relative(s), cohabitant(s), or roommate(s) serving as elected City officials, or currently working for the City in any capacity. Nondisclosure of this information by an applicant shall be deemed as falsification of his/ her application and shall result in non-consideration for a position, or termination if the person has already been placed on the payroll. In the case of collusion, the current employee who is a relative, cohabitant, or roommate may be subject to disciplinary action, up to and including, termination.
- (f) When a relationship is created which is not allowed by this policy, the employees are in violation of this policy. The affected employees must inform the Human Resources Department of the relationship that violates this policy within five business days of the creation of the prohibited relationship. Failure to disclose this policy violation to the Human Resources Department shall result in disciplinary action, up to and including, termination.

- (g) All employees who are being considered for promotion or transfer to another position (whether in the same department, or to a position in another department) must, at the time of the application for promotion or transfer, disclose the name(s) of any relative(s), cohabitant(s), or roommate(s) serving as elected City officials or currently working for the City in any capacity. Non-disclosure may result in disciplinary action, up to and including, termination.
- (h) Relatives, cohabitants, or roommates may not work in the same division, or in the same department under the direct supervision of the same immediate supervisor. Under no circumstance may relatives, cohabitants, or roommates permanently supervise one another. Further, no relatives, cohabitants, or roommates shall be placed in positions allowing for financial signature approval of any purchasing or payroll transactions for one another. In the case where business demands require indirect or temporary supervision of relatives, cohabitants, or roommates, the Department Head of the employee(s) is responsible for establishing a process of auxiliary review for the affected employee(s). This process will include review and signature authority over timesheets, purchase orders and any other action where a conflict could arise from the reporting relationship of relatives, cohabitants, or roommates. Additional related restrictions are set forth below in Section 101.10.1. In the event of any conflict, the more restrictive provision shall govern.

(Amended 9/22/2015, Res. No. 2015-09-10)

- (i) The hiring and promotion of relatives, cohabitants, or roommates shall not be allowed, even in different departments, if that action creates a conflict, or the appearance of a conflict of interest for the City, as determined by the City Manager. When any relationship through blood, adoption, marriage, or cohabitation presents a conflict of interest for the City, the City reserves the right to take appropriate action to eliminate the conflict, which may result in disciplinary action being taken up to and including termination.
- (j) A current City employee may not be involved in the hiring or selection, or the recommendation of hiring or selection of a relative, cohabitant, or roommate.
- (k) Supervisors may not participate in disciplinary decisions or appeals involving his/her relative, cohabitant(s), or roommate(s).
- (l) When a relationship is created which is not allowed by this policy or a departmental rule, one of the employees must resign his/her position. The decision as to which employee shall vacate his/her position shall, initially, be left up to the affected employees. In all such situations, the following procedure shall apply:
 - (1) The affected employees shall disclose their potential violation of this policy to their department head.
 - (2) The department head will notify the Human Resources Department of the potential policy violation.
 - (3) If the Human Resources Department determines there is a policy violation, the Director of Human Resources will notify the effected employee(s) and the City Manager of the policy violation.

- (4) Upon receipt of notification of the policy violation, the affected employees shall be given (15) fifteen calendar days from the date of the policy violation occurrence to make a decision as to which affected employee shall vacate his/her position. At the conclusion of 15-day post notification period, the affected employees shall be given an additional fifteen (15) calendar days in which to vacate one of the positions.
- (5) If the employees fail to make a decision as to whom should vacate his/her position within the fifteen (15) calendar day notification period, the City Manager shall notify the employee who has the least seniority with the City, based upon the most recent hire date, that he/she must vacate his/her position.
- (6) There are some departments/positions within the City that, because of the nature of work conducted with all other positions in the City, it is inappropriate for persons in these department/positions to be related to anyone employed by the City in any capacity, by blood, marriage, or cohabitation, or roommate relationship. Within the City , these departments, divisions and positions include:
 1. City Secretary's Office
 2. City Manager's Office
 3. Finance Department
 4. Human Resources Department

(m) The City reserves the right to designate additional departments/positions to those listed in subsection (l), above, as necessary, to prevent adverse impact on the work environment. If relatives, cohabitants, or roommates are mistakenly awarded these positions, the opportunity for alternate placement described earlier in this practice would apply.

101.10.1 Dating/Fraternization Policy

- (a) The City encourages a collegial and supportive atmosphere at work for its employees. However, interpersonal relationships such as dating or romantic relationships between employees may become a concern if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile working environment for any employee; disrupting the smooth and orderly flow of work within the office; or harming the goodwill and reputation of the City with its citizens, its customers, its business interests, or in the community at large. For this reason, employees are subject to the following rules with respect to their relations with other employees, both on and off duty:
- (b) A supervisor shall not engage in any form of romantic relationship with a subordinate employee as doing so could impair the supervisor's judgment with respect to the subordinate or have the appearance of creating or promoting favoritism or special treatment for the subordinate employee. In addition, employees within the same department shall not engage with one another in any form of romantic relationship as doing so tends to disrupt the smooth and orderly flow of work within a department. Any of the relationships prohibited in this subsection (b) must be promptly disclosed to the Director of Human Resources or to the City Manager, as appropriate. The employees involved will be given the opportunity to choose which of them will be reassigned to an alternative position, if feasible and in the City's best interests as determined in the City's sole discretion and where favoritism, special treatment, and other potential negative effects will not be an issue. Alternatively, one or both employees may be subject to dismissal, depending upon the nature of the situation. All employees, especially managers, are reminded that the qualities of good judgment,

discretion, and compliance with guidelines are all taken into account when considering future advancement opportunities and salary increases.

(c) In addition to the types of relationships prohibited under subsection (b), relationships or social activity between two or more employees is prohibited if such relationship or activity:

- (1) has the potential or effect of involving the employees, their coworkers, or the City in any kind of dispute or conflict with other employees or third parties that is disruptive to the workplace;
- (2) unreasonably interferes with the work of any employee;
- (3) creates a harassing, demeaning, or hostile working environment for any employee;
- (4) disrupts the smooth and orderly flow of work within the workplace, or the delivery of services to the City's clients or customers;
- (5) harms the goodwill and reputation of the City; or
- (6) tends to place in doubt the reliability, trustworthiness, or sound judgment of the persons involved in the relationship.

Such relationships or activities must be promptly disclosed to the Director of Human Resources or to the City Manager, as appropriate. The employee(s) responsible for such problems will be subject to counseling and/or disciplinary action, up to and potentially including termination of employment, depending upon the circumstances.

(d) Employees who conduct themselves in such a way that their actions and relationships with each other foreseeably become the object of gossip among others in the office, or cause unfavorable publicity in the community, should be concerned that their conduct may be inconsistent with one or more of the above guidelines. In such a situation, the employees involved should request guidance from the Director of Human Resources or the City Manager, as appropriate, to discuss the possibility of a resolution that would avoid such problems. Depending upon the circumstances, failure to seek such guidance may be considered evidence of intent to conceal a violation of the policy and to hinder an investigation into the matter.

(e) Friendships and social contacts between employees are not a matter of concern as long as they are consistent with the above rules and guidelines. Employees may address any questions on this policy to the Director of Human Resources or the City Manager, as appropriate.

(f) The terms "dating" and "romantic relationship" as used in this section include, but are not limited to casual dating, serious dating, casual sexual involvement, and any other conduct or behavior normally associated with romantic or sexual relationships. This policy applies only to consensual romantic relationships. Unwanted sexual attention (including but not limited to physical contact) and sexually oriented behavior with the purpose or effect of creating an offensive environment is prohibited, and is covered in more detail in Section 104.11 of this Manual. The restrictions on romantic relationships in this section apply regardless of the sexual orientation of the employees involved. This policy shall be

implemented in a nondiscriminatory manner and the City shall take any steps necessary to avoid disparate impact on either sex.

101.11 Residency Requirements

Except as outlined in the City Charter, there shall be no absolute residency requirements for City employment. However, departmental policies and job descriptions outlined at the time of hire may require a specific response time for those employees likely to be called to work in cases of emergency. Such employees may be required to reside within a reasonable commuting range of their places of work. For these purposes, a reasonable commuting distance shall be defined as twenty miles from the City. The City Manager shall make any final determination regarding acceptable response time or distance for key personnel. Employees who are allowed to operate City vehicles between their places of residence and work may be required to reside within the City or a reasonable commuting range as defined above.

101.12 Pre-Employment Screenings and Examinations

- (a) Individuals who receive an offer of employment from the City must undergo a drug screening at a pre-designated laboratory as directed by the City prior to the first day of employment. The offer of employment is conditional upon the results of the drug screening. The lab work will be covered at the expense of the City.
- (b) When job-related and based on business necessity, certain pre-designated positions may also require individuals to take a medical and/or physical examination at City expense given by a doctor or other health care provider designated by the City. For such positions, the offer of employment is conditional upon the results of the required examination. The results and the information obtained regarding medical condition or history will be collected and maintained in separate forms and in separate medical files and shall be treated as confidential medical information to the extent required under law. The City Manager, or other hiring authority, acting upon information such medical/physical testing results, shall be the final authority in determining medical suitability for employment.
- (c) The Texas Commission on Law Enforcement Officer Standards and Education requires that all peace officers be examined by a licensed psychologist who certifies that they are in satisfactory psychological and emotional health to be a police officer. For all Fire Department employees/volunteers, the Texas Commission of Fire Protection requires a physical assessment under NFPA 1582.

101.13 Emergency Temporary Appointments

The City Manager may hire temporary employees in cases of emergencies, or unusual or extraordinary circumstances that create demands for service that exceed the work force capabilities of the City.

101.14 Promotions and Temporary Promotions

- (a) "Promotions" are position changes to classes with higher maximum salaries or wages and/or positions that carry additional responsibilities. Qualified employees may apply for promotion to vacant positions when positions are advertised or posted. To be eligible for a promotion, an employee must meet the current minimum requirements for the vacant position.

- (b) Probationary employees are generally not eligible for promotion during the probationary period. Exceptions may be granted by the City Manager when such promotion is in the best interest of the City. All promotions within an employee's current department shall be documented on appropriate forms and forwarded to the Human Resources Department for processing.
- (c) The following process shall be utilized for promotions:
 - (1) Application. A current City employee applying for a position outside the employee's department must complete a new employment application. If the position is within the employee's department, a Consideration for Promotion/Transfer Request Form (Appendix A-3) may be completed in lieu of the regular Application for Employment Form (Appendix A-2).
 - (2) Contacts. The applications submitted by qualified employees shall be delivered to the Human Resources Department and the department head. The department head may contact applicants to arrange interviews.
 - (3) Transfer Dates. If a current employee is selected to fill a vacancy in a different department, the Human Resources Department shall contact the employee's current department head to establish a mutually agreed-upon transfer date, and the City Manager shall have final authority to establish said date. Promotions must be effective the first day of a payroll period.
 - (4) Promotion Initiation and Approval Level. The department in which a transferred employee will be placed must initiate a Personnel Action Form (Appendix A-4) to promote and/or transfer the employee. See additional information in the subsection below to be stated in the Personnel Action Form if the promotion is temporary. The signature/approval level for promotions and temporary promotions is the City Manager.
- (d) Temporary or interim promotions may be authorized to ensure the proper performance of City functions, if a position is vacant or the regular incumbent is absent. Temporary promotions are intended to be of limited duration and shall not be used to circumvent the normal selection process. Employees given temporary promotions shall not acquire any status or rights to the positions to which they are temporarily promoted. Employees temporarily promoted may receive additional compensation for the duration of the temporary promotion. In those cases where additional compensation is provided, the City Manager or department head, as appropriate, must designate the duration of temporary assignment time period on the Personnel Action Form. Employees may be compensated at the base range for the temporary assignment position. If an interim promotion becomes permanent, the employee's promotion date will be the effective date of the interim promotion.
- (e) Exceptions to the procedures in this section may be made by the City Manager when it is in the best interest of the City.

101.15 Lateral Transfers

- (a) A lateral transfer is the assignment of an employee from one position to another position without a change in compensation. Qualified employees may apply for lateral transfers to vacant positions when the positions are advertised or posted.
- (b) Probationary employees are not eligible for lateral transfer during the probationary period. Exceptions may be granted by the City Manager when such lateral transfer is in the best interest of the City.
- (c) The transfer process is described below:
 - (1) Application. Employees applying for positions outside their departments must complete a new employment application. If the position is within an employee's department, a Consideration for Promotion/Transfer Request Form (Appendix A-3) may be completed in lieu of the regular Application for Employment Form (Appendix A-2).
 - (2) Contacts. Qualified employees referred to the Human Resources Department may be contacted by the department head for interview arrangements.
 - (3) Transfer Dates. If an employee is selected to fill the vacancy, the Human Resources Department shall contact the employee's current department head to establish a mutually agreed-upon transfer date. The City Manager shall have final authority to establish said date. Transfers must be effective the first day of a payroll period.
 - (4) Transfer Initiation. The department in which a transferred employee will be placed must initiate a Personnel Action Form (Appendix A-4) to transfer the employee. See additional information in the subsection below to be stated in the Personnel Action Form if the promotion is temporary.
 - (5) Transfers. Lateral transfers may be implemented at any time by the City Manager for administrative convenience.
 - (6) Approval Levels. The signature/approval level for lateral transfers is the City Manager. Approvals will be documented on a Personnel Action Form (Appendix A-4).
 - (7) Exceptions to the procedures in this section may be made by the City Manager when it is in the best interest of the City.

101.16 Demotions

- (a) A demotion is the assignment of a City employee from the employee's currently held position to a new or different position that provides less compensation. A demotion may occur as a disciplinary measure or for poor work performance.
- (b) Employees qualified to perform lower-level position duties may be approved for administrative demotion at their own request. Administrative demotions may be alternatives to layoffs or terminations. Administrative demotions shall not be considered disciplinary actions nor disqualify employees involved from consideration for later advancement. Demotions implemented as alternatives to layoffs may be fully or partially rescinded at any time. Probationary employees generally are not eligible for voluntary demotion during the

probationary period. Exceptions may be granted by the City Manager when such voluntary demotion is in the best interest of the City.

- (c) All demotions must be approved by the City Manager.

101.16.1 Reduction in Pay for Disciplinary Reasons

An employee's pay for continued performance in the same position may be reduced as a disciplinary measure. The period covered by this type of disciplinary action may not exceed sixty days. Any pay reduction for disciplinary reasons must be authorized by the City Manager.

101.17 Re-Hire Eligibility

Former employees of the City who left employment in good standing are considered eligible for rehire. Former employees of the City who were dismissed for reasons of misconduct or inadequate performance are considered ineligible for rehire. Upon separation from employment, the status of eligibility for rehire shall be set forth in a Personnel Action Form (Appendix A-4).

101.18 Employee Orientation

- (a) Upon hire, new employees shall go through a thorough orientation about the nature of the job, the benefits, obligations and responsibilities of the position, and the general policies and procedures of both the City and the department in which he or she is employed. Depending on the position, the orientation may be more or less formal, and may require more or less time. This orientation may be conducted by the Human Resources Department or department head, as applicable.
- (b) In addition, the City shall obtain information needed for insurance programs, determining citizenship status, etc., such as date of birth, that were not provided for in the application for employment.
- (c) To the extent the following has not occurred before orientation, it should be the first step in the employee's orientation: (1) this Manual should be provided to and read by the employee; and (2) the employee shall provide the Director of Human Resources with a signed copy of the acknowledgement form (refer to Appendix A-1).

101.19 Employee Personal Information

- (a) Duty to Update. All employees are required, as a part of their employment duties, to furnish to their department head any change in address and telephone number, and to keep current a designation of beneficiary form. This information shall be forwarded to the Director of Human Resources to be filed as a part of the personnel records of the employee.
- (b) Public Information Act. Much of the information regarding employees of a governmental entity such as the City of Anna is subject to disclosure to the public under the Texas Public Information Act. Upon proper request, all information required to be disclosed under the Texas Public Information Act shall be released; however, information related to an employee's home address, home telephone number, emergency contact information, social security number or that reveals whether the employee has family members shall not be

released if the employee has requested that such information not be released. Employees who do not wish the information consisting of their address, home telephone number, or which reveals whether the employee has family members must notify the Director of Human Resources of their desire to withhold such information within fourteen days of beginning employment with the City, and must sign appropriate documentation that expresses such desire. If no request to withhold is received from an employee, by operation of state law the information will be subject to public access.

101.20 Internships

- (a) Internships provide students with an opportunity to combine work experience and professional development to enhance their formal education.
- (b) The City shall establish and maintain strong collaborative relationships with colleges/universities for the purpose of providing professional development opportunities to students interested in careers in local government.
- (c) Each year during the budget process, departments may submit to the Human Resources Department and the City Manager a request for an internship to provide internships for the following fiscal year. The request must include a description of the goals, objectives for the assignment and length of the internship. All internships, paid or unpaid, must be approved by the City Manager and the Human Resources Department.
- (d) Internships may be voluntary or paid. Candidates for internships will be required to complete a pre-employment drug screen and criminal background check as outlined in this Manual for other employees. Interns will be hired as temporary employees and therefore are not eligible for any benefits associated with permanent employment with the City.
- (e) The hiring supervisor will complete an evaluation of the intern's performance at the conclusion of their assignment and submit to Human Resources. If the Intern's educational institution provides an evaluation to be completed for their records, the City's review will be completed as a supplement to the institution's requirement. Any additional requirements of the intern's educational institution should also be met.

City of Anna

Personnel Policy Manual

Section 102. Reference Checks and Recommendations

102.1 Reference Checks

(a) All requests for information, written or verbal, from persons outside the City concerning job applicants and/or current, retired, or terminated employees must be referred to the Director of Human Resources. Examples of requested items shall include, but not be limited to:

- (1) Verification of employment for loan and/or credit application;
- (2) Verification of employment status;
- (3) Salary verification or information;
- (4) Verification of work and/or attendance records; and
- (5) Prior work history.

(b) The Director of Human Resources shall inform an employee whose information has been requested. Unless the employee signs a release specifying specific additional information to be released, the Director of Human Resources will release only the dates of employment, position held and final salary, subject to any requirement to release additional information if required by law.

102.2 Recommendations

Letters of Recommendation written for a current, retired or terminated employee must be approved by the City Manager or his or her designee. A copy of the letter shall become a part of the employee's file.

City of Anna Personnel Policy Manual Section 103. Probation

103.1 Probation Period

- (a) Every newly employed person is a probationary employee until the employee successfully completes a probation period of twelve months, unless otherwise specified by department policy or law. Any newly promoted employee will begin a new probationary period for a period of six months.
- (b) The department heads shall use the probation period to closely observe and evaluate the work and fitness of employees and to encourage adjustment to their jobs. Only those employees who have satisfactory job performance and meet the minimum job qualifications during their probation periods shall be retained.
- (c) Satisfactory job performance includes, but is not limited to: regular attendance; punctuality; proper conduct toward the supervisor, fellow employees, City administration, City Council and the general public; and satisfactory performance of the duties of the position.
- (d) An employee's probation period may be extended up to three more months if, in the opinion of the department head or the City Manager, such additional time is necessary or warranted in order to adequately evaluate the employee or to secure any license or certification required for the position. In the case of appointing or promoting department heads, the probation period shall be evaluated by the City Manager.
- (e) Newly hired and newly promoted employees generally are not eligible for promotion, lateral transfer or voluntary demotion during the probationary period. Exceptions may be granted by the City Manager when such promotion, lateral transfer or voluntary demotion is in the best interest of the City. A newly promoted employee must complete their initial probationary period followed by the promotional probation period of six months.
- (f) Newly hired employees generally are not eligible for paid sick time during the first thirty (30) days of the probation period. Exceptions may be granted by the City Manager when such compensation is in the best interest of the City. During the first thirty (30) days of employment, newly hired employees are not eligible to receive vacation pay, although vacation time begins accumulating upon the first day of employment. Exceptions may be granted by the City Manager when such compensation is in the best interest of the City.
- (g) The probation period does not modify the "at-will" nature of City employment. During or at the end of the probation period, the department head may discharge or discipline any employee at will and such disciplinary action or discharge shall not be subject to any grievance or other review.

103.2 Completion of Probation

- (a) Department heads shall submit a performance evaluation on each employee to the City Manager approximately two weeks prior to the completion of the probation period.

- (b) Notwithstanding subsection (a), an employee may be deemed to have failed their probation period at any time within the probation period or at the conclusion thereof, in which case the employee shall be subject to termination, without any recourse to grievance or other review proceedings. However, the employee may be administratively transferred to a more suitable position with approval of the City Manager.

103.3 Appeal of Failure of Probation

An employee failing probation shall have no right to appeal except on the grounds of discrimination or other grounds prohibited by law and City policies, in which case the employee may appeal in writing to the City Manager within three working days following notice of failure of probation. The decision of the City Manager shall be final.

City of Anna

Personnel Policy Manual

Section 104. Code of Conduct

104.1 Attendance/Standard Work Hours/Time Sheets

- (a) All employees are expected to be regular in attendance, report to work as scheduled, and work their scheduled hours and overtime, if necessary. Employees shall be at their place of work in accordance with City and departmental policies and regulations.
- (b) The standard work day will be eight hours exclusive of a one-hour meal period as approved. Employees in certain departments will often have designated work schedules outside of the standard work day that may exceed eight hours. . Department heads may provide for alternative schedules to the standard work day or may authorize alternative work locations (i.e. work from home) for individuals or groups of employees if necessary or desirable, subject to written approval of the City Manager which can be modified or withdrawn by the City Manager at any time.
- (c) Unless otherwise authorized, an employee may take no more than two 15-minute rest periods each full work day if duties permit. Rest periods shall be considered a privilege and not a right and shall never interfere with the proper performance of the work responsibilities of each department, and time does not accumulate if not taken.
- (d) For pay purposes the work week begins at 12:01 am on Monday and ends at midnight on the following Sunday. The work week for eligible non-exempt police officer and firefighter employees runs on a 28-day cycle. Department heads shall establish work schedules and maintain daily employee attendance records. All employees are expected to submit their approved time sheet signed by their supervisor according to departmental policies; failure to provide a time sheet at the time specified by the supervisor may result in a delay in an employee receiving some or all of the compensation due for time worked. The Finance Department will maintain annual employee attendance records.

104.2 Work Standards

- (a) Employees while on duty are at all times individually responsible for conducting themselves in a professional and ethical manner and for treating coworkers and members of the public with respect and dignity. The intent of this policy is to make a clear statement that unprofessional and abusive behavior will not be tolerated in the workplace. In addition to the provisions in this Manual, employees are responsible for complying with any other federal and state laws or regulations and local ordinances governing their conduct.
- (b) Grounds for immediate dismissal of an employee may include, but are not limited to:
 - (1) Use of intoxicants or controlled substance while on duty, or reporting for duty while under the influence of intoxicants or otherwise violating any policies related to controlled substances or substance abuse;

- (2) Unauthorized possession of firearms, explosives or any dangerous weapons at any time, on any City property (including, but not limited to parking lots and City vehicles, except as authorized by state law for concealed handgun permit holders transporting or storing a firearm in a locked and privately owned motor vehicle in accordance with the Texas Labor Code, Chapter 52, and other applicable law) or while performing City work;
- (3) Conviction of a felony (a plea of no contest will be considered a conviction for the purpose of this section); or crimes involving moral turpitude or dishonesty which can include, but are not be limited to, certain misdemeanors, depending on the circumstances;
- (4) Absence without leave for a full work day or more, with or without notice by the employee, or absence for a serious medical condition for more than twelve weeks unless such circumstances are in compliance with laws, including the Family Medical Leave Act to the extent applicable;
- (5) Insubordination or refusal to obey a just order, including, but not limited to, neglect of duty, refusal or failure to obey orders or instructions in the line of duty, public disrespect displayed toward a supervisor or the City while performing work for the City, abusive language to any supervisor, and refusal to sign a form acknowledging receipt of any documentation provided by the City to the employee if the documentation is accompanied by a statement indicating that the signature is not an admission of guilt;
- (6) Fighting, threat of violence, horseplay (even if consensual) or any unnecessary intimidating conduct or unreasonable disruption in the workplace;
- (7) Bullying of any employee or official of the City, including but not limited to peers, subordinates, or supervisors;
- (8) Willful or reckless misuse, destruction, theft or conversion of City property, whether on or off duty, including, but not limited to, destruction, misappropriation or removal of City property (including files and work documents) or the property of employees, clients or customers;
- (9) Falsification or unlawful destruction or use of official documents or records;
- (10) Repeated or habitual absenteeism, even if excused, or tardiness;
- (11) Abuse or unauthorized use of sick leave
- (12) Substandard performance, inability or unwillingness to perform the essential functions of the position with or without reasonable accommodations;
- (13) Misconduct or mismanagement of a position of employment by action or inaction, neglect that jeopardizes the life or property of another, intentional wrongdoing, intentional violation of a law or violation of a policy or rule adopted to ensure the orderly work and safety of employees;

- (14) Engaging in activities other than assigned work during working hours and/or while operating City equipment, without advance approval by the employee's supervisor;
 - (15) Use of City property or time for personal financial gain or personal enjoyment;
 - (16) Failure to report occupational injuries or accidents promptly to the employee's supervisor, including but not limited to motor vehicle accidents in a City vehicle;
 - (17) Violation of the ordinances of the City or of the City's personnel policies;
 - (18) Non-compliance with any written or established departmental policy; or
 - (19) Any reason or no reason as deemed appropriate by the City Manager.
- (c) The City will make reasonable efforts to establish a positive working climate in which employees may function. Management must maintain efficiency within its operations and must determine the methods by which functional areas accomplish their objectives. Management also must schedule work events and employees to accomplish its mission.
- (d) It shall be the duty of each employee to maintain high standards of cooperation, proficiency, and economy in their work for the City. Employees are expected to conduct their personal business in such a manner as to cause little interference with individual or group work performance. This includes personal visits of friends and relatives, phone calls, and requests for absence from work for personal, financial, medical, or other reasons. If work habits, attitude, production, and or personal conduct of an employee become a problem, supervisors should take appropriate action at that time.
- (e) Paid time off may be provided to conduct personnel-related business such as Workers' Compensation claims, promotion and transfer applications, discrimination complaints, grievances and insurance claims. These activities may be accomplished during working hours only with knowledge and approval of the employee's supervisor.

104.3 Political Activities

- (a) Employees may exercise their rights as citizens to express their opinions and vote in elections subject to the following:
- (1) Employees may not make, solicit or receive any contribution for any candidate for public office in the City, or take part in the management, affairs or political campaign of such candidate.
 - (2) Employees may not use their position as a City employee to actively campaign for, or against, political issues or candidates.
 - (3) Employees may not campaign for or against any candidate for elective office at the city, county, state or federal level, or any voter proposition of the City of Anna, during normal work hours or at any City place of work, whether they are off duty at the time. Nor may any employee represent themselves as supporting or opposing any such candidate or voter proposition using their City employment, title, uniform, or authority.

- (b) If any employee of the City shall become a candidate for nomination or election to any elective public office for the City, then that employee shall immediately forfeit his or her place or position with the City.
- (c) Any City employee who is subject to the provisions of the Federal Hatch Act may not be a candidate for elective office in a partisan election. (A partisan election is an election in which candidates are to be nominated or elected to represent a party whose candidates for presidential electors received votes in the last preceding election at which presidential electors were selected.) City employees are subject to this additional Hatch Act restriction if their principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the federal government.

104.3.1 Requests for Public Information

- (a) Unless an employee is otherwise directed by the employee's department head in writing as part of a written departmental policy that permits the employee to release specific categories of records or information to the public, the employee shall follow the procedures set forth in this section whenever an employee receives a written request for public information.
- (b) If an employee receives what appears to be a request for public information via email the employee should respond only by reply email. If the employee receives such a request via facsimile, the employee should respond only via facsimile. The content of the employee's response to a request received via email or facsimile shall be as follows, including the correct date and time of the email or fax in the blanks:

Please be advised that if the email/fax that I received on _____, 20____, at _____m. was intended to be a request for public information, I am not an authorized officer for public information for the City of Anna and therefore I cannot respond to the request. A request for public information may be sent to the City Secretary in accordance with The Anna City Code of Ordinances, Part II, Art. 48, Sec. 8. The Code can be accessed at www.annatexas.gov or by sending a written request for the Code to the City Secretary. If you have questions about this, please direct them to the City Secretary. Thank you for your cooperation.

- (c) If an employee continues to receive additional requests for information by email or fax from the same requestor after the employee has provided the requestor with the response set forth above, or if the employee receives any harassing or threatening communications or has any questions regarding how to handle a request, the employee should report to their supervisor or department head as soon as possible.
- (d) If an employee receives a written request for information that was submitted other than by email or fax (e.g., hand delivery, regular mail, courier, etc.) the employee shall promptly (same day as receipt if at all possible) provide the request to the employee's department head.
- (e) Department heads shall follow the same instruction set forth above as set forth above in this section, except that if a department head is the recipient of a written request for public information submitted other than by email or fax (or if a subordinate provides you with a request submitted to them by means other than by email or fax), the department head shall promptly (same day as receipt if at all possible) forward the request to the City Secretary.

- (f) Certain exception to this section may apply if a department head has already established and the City Manager has already approved a routine policy that allows the release of specific categories of information (e.g., release of accident reports by the Police Department). If a department head desires to establish a special policy that differs in any manner from the procedures set forth in this section, the department head shall draft a proposed departmental policy describing same and shall submit it to the City Manager for review. If approved in writing by the City Manager, the special policy shall be distributed to all employees in the department and it shall take precedence over the procedures in this section to the extent of any conflict.

104.3.2 Communications with the Public and the News Media

- (a) Communication with the public regarding City matters is the primarily the responsibility of the City Manager. Employees are to refer inquiries that are non-routine, controversial, or outside the scope of the employee's normal duties to their department head who shall consult with the City Manager. All inquiries/communications from the media or regulatory officials should be directed to the City Manager, appropriate department heads and/or the Communications Manager.
- (b) Any employee who, in the course and scope of employment, receives a news media inquiry or request for a media interview concerning City affairs shall immediately refer the inquiry to his/her department head and the Communications Manager. Employees in the course and scope of employment duties shall not provide the City's position in response to a media inquiry without prior authorization from his/her department head Communications Manager or the City Manager. Before responding to a media inquiry or interview request, the department head shall notify the City Manager and/or the Communications Manager of the inquiry. The City Manager has discretion to conduct official communications with the news media when it is in the best interest of the City.

104.3.3 Communications with City Council Members

- (a) Except for the purpose of inquiries and investigations as provided by the City Charter, City Council members must deal with City officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager. A City Council member may not give orders to any such officer or employee either publicly or privately except as otherwise provided in the Charter. Any communication by employees or volunteers with City Council members that circumvents or attempts to circumvent the authorities and/or duties of the City Manager in violation of the City Charter or these Personnel Policies is prohibited.
- (b) It is important that when requested, members of the City Council have access to complete, accurate and factually correct information regarding City operations. In response to information requests from City Council Members, the following procedures apply:
 - (1) Any employee or volunteer contacted by a member of the City Council shall promptly notify his or her supervisor and Department Director. Department Directors shall promptly notify the City Manager.
 - (2) Department Directors shall immediately notify the City Manager when a request from a City Council Member is received. Information requested by City Council members will be provided consistent with the requirements of the Texas Public Information

Act. Absent extraordinary circumstances, any information provided to one City Council Member shall be available to each member of the City Council. The City Manager and City Secretary will also receive copies of all information provided to City Council Members.

- (c) Employees or volunteers who violate this Section or fail to follow the procedures outlined in this Section will be subject to disciplinary action up to and including termination of employment.
- (d) For additional information on communication with City Council members, reference the Governance Guide 2021 and Ordinance 930-2021.

104.4 Solicitation

- (a) Employees may not solicit other fellow employees or citizens while working or while their fellow employee is working. "Working" is all times when an employee is engaged in work tasks, but does not include an employee's own time such as lunch breaks, scheduled breaks, and before/after work. In addition, solicitation for goods or services at counters or any location where customers are present is prohibited.
- (b) In some instances, the City may consider the collection of money for particular causes or collecting money for gifts for special events as appropriate. Such approval must be granted by the department head or the City Manager. No employee shall be required to make any contribution or shall be penalized or rewarded in any way in connection with their employment according to their response to the solicitation.
- (c) The City does not allow employees to distribute advertising materials, handbills, printed or written literature of any kind in work locations. The City does not allow employees to engage in personal commerce of any kind while on the job or during working hours. The City does not promote, encourage or endorse private business relationships or arrangements between City employees. City bulletin boards may be provided for promoting items of public interest to the citizens of Anna. City administration reserves the right to remove any literature deemed to be inappropriate.

104.5 Outside Employment

- (a) Each full-time employee of the City shall understand that his/her position with the City is his or her primary occupation and it shall take precedence over all outside employment at all times. The same principle applies to any City employees that receive employment benefits from the City.
- (b) An employee who is working another job at the time of hire, and who intends to continue the outside employment, must so advise the appropriate department head or designee and receive approval to continue the outside employment.
- (c) An employee may be employed in any capacity in any other business, trade, occupation or profession, including self-employment, provided that prior written approval of the department head is secured. Such approval must be placed in the employee's personnel file. Failure to acquire prior approval is grounds for disciplinary action.
- (d) When engaged in outside employment, the employee must notify the department head in writing of the place and type of employment or business, and the hours of work. An

employee whose position with the City requires an “on-call” status shall recognize such status as an obligation to the City, and shall fulfill that obligation if called to work for the City during these hours even while working on the second job.

- (e) Outside employment shall not be permitted if it will bring the City into disrepute, reflect discredit upon the employee as an employee of the City, or interfere with the performance of the employee’s City duties.
- (f) An employee shall not perform any outside work or engage in extra-duty employment at any time when the employee is on leave from the City for paid injury leave, paid sick leave or is on leave due to a serious medical condition without advance approval by the employee’s department head, who shall consult with the City Manager.
- (g) No employee shall engage in any employment or business where the work performed by the employee, or that of the employee’s agents or employees, is subject to approval/rejection, inspection or licensing by the City, except pursuant to authorized department policies. An employee is not automatically prohibited from performing the same or other services, that he or she performs for the City, for a private or public organization, provided that there is no conflict with his or her employment or performance as a City employee and advance written approval has been given by the department head.
- (h) No employee shall engage in any employment or business on a matter that is, or has been, the subject of an investigation by the employee’s department within the last twelve (12) months, nor may the employee appear as a witness, except by court order, in any proceeding as a result of such employment.
- (i) No employee shall identify himself with his position, department, or the City in the course of a sale or solicitation for sale of any goods or services or the advocacy of any policy, practice, standard or position not officially sanctioned by the City.
- (j) No employee at any time shall use or utilize City property, equipment, goods or services in the performance of outside employment.
- (k) Department heads are prohibited from engaging in any form of outside employment, except as may be specifically approved in writing by the City Manager.
- (l) An employee of the City who holds another office of emolument or position of honor, trust or profit shall be subject to the provisions of the Texas Constitution, Art. XIV, § 40.

104.6 Health and Fitness

- (a) It is the continuing responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential duties of his or her position. An employee who becomes aware of a physical or mental disability, which may affect his ability to perform the essential duties of his assigned position, must inform his immediate supervisor and/or department head. An employee may be required to submit to a health examination, such as in cases when it is suspected that the health condition of an employee constitutes a hazard to persons or property, or prevents the employee from effectively performing his or her essential assigned duties. Authorization for disclosure of all reports to the City, including contacting and discussing health-related issues with any physician or health care provider shall be a condition of continued employment with the City, to the extent

not prohibited by law. The City also may require employees to return to a physician or health care provider for additional evaluation or information. If an employee is unable to perform the essential duties of his assigned position, reasonable accommodations, if available, shall be made by the City to provide for the employee to perform such duties, provided that such accommodations would not cause an undue burden. If a reasonable accommodation cannot be made without undue burden to the City, and the employee is unable to perform the essential duties of the assigned position, the employee may be terminated.

- (b) Department heads may require periodic special examinations to qualify for continued employment in the specific job classification when warranted by changes in the essential job functions or potential changes in the employee's ability to perform the essential job functions.
- (c) A City designated physician will perform any physical or medical examination. The City will pay for the examination. Correction or treatment of conditions diagnosed during these examinations will be the employee's responsibility and may or may not be covered by insurance benefits provided through the City's employee health coverage.
- (d) The City may also require a physical examination by its physician before authorizing an employee to return to work following either an on-the-job or an off-the-job injury or other incapacity of the employee that has required the employee to take leave from their job duties.

104.6.1 Tobacco Free Workplace

- (a) Smoking is prohibited in the following locations:

- (1) within all buildings that are owned, leased, controlled or operated by the City and any political subdivision of the state;
- (2) on any lot or tract owned by the City of any political subdivision of the state, and on which there is a building described in subsection (a) above or on which there is any improvement that is used in connection with a building described in subsection (a) above, including but not limited to porches, balconies, stairs, and parking lots;
- (3) in all public parks and public recreation areas that are owned or operated by the City or any political subdivision of the state, including but not limited to recreation fields, athletic fields and stadiums, stadium seating and bleachers, trails, pools, pavilions, playground and recreation equipment, concession stands, parking lots and restrooms; and
- (4) at any location where smoking is prohibited by any ordinance or regulation adopted by the City Council, or this Manual.

- (b) Notwithstanding the prohibitions in subsection (a) above, smoking is not prohibited in personal automobiles, public rights-of way, and public sidewalks located within public rights-of-way, except as otherwise prohibited by City Ordinance or this Manual.
- (c) Smoking and the use of smokeless tobacco products, including but not limited to Electronic cigarettes, by employees and volunteers may occur only before and after work hours, during designated breaks set by the supervisor, and during lunch breaks. The use of any tobacco

products (smoke or smokeless) and Electronic cigarettes by employees and volunteers is prohibited in any City owned building, vehicle, or piece of equipment, and in locations that are accessible or visible to the general public. The for purpose of this section, "Electronic cigarette" or "e- cigarette" means an electronic device usually composed of a mouthpiece, a heating element or atomizer, a battery, and electronic circuits that provides a gas derived from liquid nicotine and/or other substances which is inhaled by a user simulating smoking. The term includes such devices, regardless of the details of the product appearance or marketed name, generally manufactured to resemble cigarettes, cigars, pipes, or other smoking devices.

104.7 Dress Code/Appearance

- (a) General Guidelines: Dress, grooming, and personal cleanliness are vital to the City's image as well as the morale of its employees. All employees are expected to present a clean and neat appearance and to dress in a professional manner while on City premises and/or while conducting City business. Reporting to work in a clean and professional manner helps the City to present a positive and professional public image.
- (b) Employees who are required to wear uniforms and specified apparel will be provided new uniforms and apparel, complete with required insignia, etc., upon employment. Replacement uniforms and apparel will be furnished at City expense on an as needed basis. Supervisors are responsible for determining the need for uniform/apparel replacement. An employee whose employment with the City terminates for any reason must return all uniforms and apparel issued by the City to receive his or her final paycheck. Supervisors are responsible for the removal and return of all identifying patches and insignia.
- (c) Employees are expected to dress appropriately for their job and the nature of the work performed. Employees that do not wear uniforms provided by the City must adhere to the following guidelines:
 - (1) Males. Slacks or dress type trousers, long or short sleeve shirts with collars, or dress shirts with coat or blazer, and appropriate shoes or boots.
 - (2) Females. Dresses, skirts, or slacks and blouses or sweaters, and appropriate footwear.
 - (3) Both sexes. No shorts, jeans with holes, and no t-shirts. Friday shall be a standing casual day, allowing employees the freedom to wear blue jeans without rips, holes or excessive decorations and collared shirts, sweaters, or other tops that are appropriate for a professional business setting. The City Manager may declare a casual day at any time.
- (d) Employees who work at City Hall or a City Hall Annex, as well as other City employees who routinely have contact with citizens and other third parties, must also abide by the following:
 - (1) No visible tattoos. Employees who have tattoos must keep them covered with a shirt, pants, skirt, socks, hosiery, or other clothing.
 - (2) No facial or mouth jewelry shall be worn, except that females are permitted to wear a single or double earring in each earlobe provided the earring is not otherwise unprofessional in appearance. Men may not wear earrings.

- (3) Beards and mustaches must be kept clean and neatly trimmed and within department guidelines.
 - (4) Hairstyles must be clean and neat, avoiding extremes in styles and colors, and appropriate to the employee's position.
 - (5) Shoes/footwear should also be appropriate for a professional office environment. Acceptable shoes/footwear include: oxfords, loafers, pumps, dress sandals, boots, and flats. Inappropriate items include: sport shoes, casual sandals (including flip-flops), any sandal where a strap goes in between toes; or Tennis shoes.
- (e) The following items are not permitted for any employee, with the exception of those employees that wear uniforms provided by the City and whose work is regularly performed outdoors in the elements:
- (1) Any attire with slogans or pictures on them (at the discretion of the department head);
 - (2) Sweatshirts (at the discretion of the department head);
 - (3) T-shirts (unless they are tailored in a professional manner);
 - (4) Denim Jeans – all colors (except on Fridays and other causal days); or
 - (5) Tennis shoes (except on Fridays and other causal days) .
- (f) The following items are not permitted for any employee:
- (1) Tight, shear or revealing clothing (such as crop tops, tank tops, halter tops, mesh, etc.)
 - (2) Except for earrings on female employees, visible body piercing (i.e., face, nose, eyebrow, and tongue; and ear gages)
 - (3) Visible tattoos below the wrist or above the neckline of a t-shirt.
 - (4) Visible tattoos added following the employee's date of hire.
- (g) An employee who is in doubt about the appropriateness of a particular mode of dress should consult their supervisor or department head in advance. Supervisors and department heads are charged with the responsibility of enforcing this policy. However, the City Manager has the final authority.
- (h) If an employee requires a reasonable accommodation regarding their dress for bona-fide religious beliefs, they should contact their department head. Unless an undue hardship would result, such an accommodation will be made.
- (i) Anyone who is not appropriately groomed or who dresses in violation of the policy will be required to leave the workplace to change into more appropriate attire. Under such circumstances, non-exempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming

and/or personal appearance violates this policy may be disciplined, up to and including termination of employment.

104.8 Financial Obligations

No person who, after notice of any delinquency, is in arrears in the payment of taxes or any other liabilities due the City, is qualified to hold any compensative position with the City. Failure to pay other just debts may constitute grounds for disciplinary action if job performance is directly or indirectly impeded.

104.9 Conflict of Interest/Gifts

- (a) No current employee of the City, or relative, shall recommend, participate in the decision, including voting or discussion, or participate in the monitoring or fulfilling obligations of any contract (whether oral or written) for materials, supplies, or service with the City, nor in any sale of any rights or interest in land, if the officer, employee, or relative has a substantial financial interest in such contract rights or interest in land. In such event, the officer or employee of the City shall sign an affidavit specifying the financial interest, to be filed with the City Secretary prior to any discussion on the item.
- (b) A “substantial financial interest” for the purposes of this section requires that the employee receive an actual financial benefit from the transaction with the City. An “actual financial benefit from the transaction” shall not include:
 - (1) ownership in the entity transacting with the City where the ownership interest is less than one percent (1%);
 - (2) Compensation as an employee, officer, or director of the entity transacting with the City where the employee can prove that such compensation is not affected by the entity’s transaction with the City; or
 - (3) An investment or ownership in a publicly-held company in an amount less than ten thousand dollars (\$10,000.00).
- (c) An employee may not:
 - (1) represent or appear on behalf of the private interests of others before any agency of the City or any City board, commission or committee, represent any private interest of others in any action or proceeding involving the City, or voluntarily participate on behalf of others in any litigation to which the City might be party;
 - (2) accept or solicit any gift, favor, service, or other thing of value that might reasonably tend to influence the employee in the discharge of his or her duties, or that the employee knows or reasonably should know is being offered with the intent to influence the employee's official conduct;
 - (3) use their position as a City employee to secure special privileges or exemptions for the employee or others;

- (4) grant any special consideration, treatment, or advantage to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization or group;
 - (5) engage in any outside activities that will conflict with or will be incompatible with the individual's position as an officer of the City, the duties of employment with the City, or in which employment with the City will give the employee an advantage over others engaged in a similar business, vocation or activity if the advantage is due to knowledge that the employee has obtained that is not subject to disclosure to the general public;
 - (6) accept other employment or engage in a business or professional activity that the employee might reasonably expect would require or induce the employee to disclose confidential information acquired by reason of the official position;
 - (7) accept other employment or compensation that could reasonably be expected to impair the employee's independence of judgment in the performance of the employee's official duties;
 - (8) make personal investments that could reasonably be expected to create a substantial conflict between the employee's private interest and the public interest; or
 - (9) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the employee's official powers or performed the employee's official duties in favor of another.
- (d) Notwithstanding any provision of this section to the contrary, employees may not accept gifts in any value from persons, entities, organizations or corporations doing business with the City.
- (e) Any willful violation of any provision of this section shall subject the employee to discipline up to and including termination.
- (f) Except as specifically prohibited in this section, an employee is not prohibited from:
- (1) attending social functions, ground breakings, or civic events pertinent to the public relations and operations of the City;
 - (2) exchanging gifts with his or her family and relatives;
 - (3) exchanging gifts at church functions or City parties or functions where only City officers and employees and their families are invited or attend; or
 - (4) exchanging gifts at or receiving a bonus from his or her place of full-time employment;
 - (5) accepting a non-monetary gift with a value of no more than \$50.00 or products or items to be used in an officially recognized activity of the City or department sponsored services; or

- (6) exchanging gifts between co-workers in recognition of special milestones in an employee's life or career.

104.10 Professional Decorum

- (a) All employees must adhere to high standards of public service that emphasize professionalism, courtesy, and avoidance of even the appearance of illegal or unethical conduct. The attitude and demeanor of a City employee, whether in public or private, should at all times be such as to promote the good will and favorable attitude of the public toward the City administration and its programs and policies. Employees should be mindful that public perception, even if incorrect, can greatly influence events and decisions, and employees should thus avoid anything that gives the appearance of improper conduct.
- (b) The actions of one employee impact the credibility of all other employees either in a positive or negative manner. Employees should always strive to conduct themselves in a positive manner. If an employee is uncomfortable with any decision or contemplated action, he/she should seek guidance regarding the propriety of the action. Similarly, if employees become aware of known or suspected wrongdoing on the part of another employee they should report that action or activity to their supervisor/manager, the Human Resources Department or the City Manager immediately.

104.11 Harassment and Sexual Harassment Prevention and Disciplinary Policy

- (a) No-Harassment Policy. The City's policy is to provide equal employment opportunities to persons without regard to age, race, religion, color, gender, sexual orientation, national origin, marital status, mental or physical disability, genetics, veteran's status, or other protected status in accordance with applicable laws. It is also the City's policy that employees have a right to work in an environment where each individual is respected. Harassment of employees, regardless of working relationships or supervisory status, is prohibited. Every employee is responsible for maintaining a professional environment free of discrimination, harassment, and retaliation, and for bringing to the City's attention incidents that interfere with providing a work environment free of such prohibited conduct. Employees who are found to have engaged in prohibited conduct will be subject to discipline, up to and including discharge. Discrimination against any person in recruitment, examination, selection, appointment, rate of pay, promotion and transfer, retention, daily working conditions, testing and training, awards, compensation and benefits, disciplinary actions, or any other aspect of employment because of age, race, religion, sex, national origin, marital status, citizenship, mental or physical disability, genetics, veteran status, or other unlawful basis is prohibited. All City employees at every level are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, vendors and visitors. City employees are also prohibited from harassing citizens, vendors, and all other third parties.
- (b) Sexual Harassment. One form of unlawful discrimination is sexual harassment. The City is committed to providing a work environment that is free of sexual harassment. Sexual harassment may include, but is not limited to unwelcome sexual advances, requests for sexual favors, and other verbal or non-verbal communication or physical conduct of a sexual nature where:
 - (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or

- (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. It may be directed by a manager to a subordinate, manager-to-manager, or co-worker-to-co-worker. Conduct prohibited by this policy includes, but is not limited to: sexual advances; requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, sexual preference, sexual experiences, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

(c) Other Prohibited Harassment. In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or non-verbal communication or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, genetics, veteran status, citizenship, or any other characteristic protected by law is also prohibited.

- (1) Prohibited conduct includes but is not limited to epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes, comments, writings, or pictures any of which single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes likely to be perceived by others as offensive and related to such protected characteristics are wholly inappropriate and are strictly prohibited. Conduct, comments, or innuendoes—related to protected characteristics—by an employee reasonably believing same will not be perceived by others as offensive may still result in disciplinary action if the employee is advised that such conduct, comments, or innuendo is offense or unwelcome and the employee persists in such conduct, comments, or innuendo.
- (2) This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., by means such as facsimile, e-mail, texting, cell phone or other electronic devices, social media, and/or the Internet. Harassment of any nature, when based on race, religion, color, sex, national origin, age, disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.

(d) Mandatory Reporting. The City requires that all employees, including supervisors and department heads, report all perceived incidents of unlawful discrimination, harassment, or retaliation, regardless of the offender's identity or position. Any employee who observes or otherwise learns of harassment in the workplace, believes that harassment has occurred, or has been subjected to conduct prohibited by this policy must report it as soon as possible—and no later than three business days absent justifiable circumstances—to the to the department head, Director of Human Resources, or City manager. Under this policy, an employee may report to and/or contact the Director of Human Resources or department

directly, or the City Manager directly, without regard to the employee's normal chain of command. If making a report of unlawful harassment or discrimination, employees are encouraged to use the Discrimination/Harassment/Sexual Harassment Complaint Form (refer to Appendix A-5). Any supervisor or department head who receives a complaint of such conduct must, without undue delay, notify the human resources director so that an investigation into the allegations may be commenced.

- (1) City employees are expected and encouraged to promptly raise questions and report conduct that they believe may be prohibited conduct, or conduct that, if left unchecked, may rise to the level of unlawful discrimination, harassment, or retaliation, even if an employee is unsure if the conduct violates the City's policy.
 - (2) City employees who wish to informally share or obtain information about perceived prohibited conduct without filing a formal complaint are expected and encouraged to promptly bring concerns to the to the department head, human resources director, or City manager.
 - (3) A City employee who submits a report, a witness who provides information regarding a report, and alleged violator will be kept confidential to the extent possible and permitted by law, consistent with a thorough and impartial investigation.
- (e) Investigation. All reports (verbal, written, or anonymous) of prohibited conduct will be treated seriously and investigated promptly thoroughly, and impartially. Information obtained during an investigation will be kept confidential to the extent consistent with a thorough and impartial investigation and to the extent permitted by law. The investigative process may include interview of the person that is the subject of the report of the harassment, the accuser, the accused, and other persons that are witnesses or who have relevant knowledge. The investigation shall be conducted by the Director of Human Resources or the City Manager as appropriate. Notwithstanding the foregoing, there may be some circumstances under which the investigation will be conducted by the office of the City Attorney. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with the investigation and to maintain confidentiality. If the investigation confirms evidence of prohibited conduct under this policy, the supervisor or department head shall take immediate and appropriate corrective action and enforce discipline as set out in subsection (g), below.
- (f) Retaliation Prohibited. Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complainant's investigation is prohibited. The City strictly prohibits supervisors or managers from conditioning employment or making employment decisions based on an employee's tolerance of or resistance to harassment. Acts of retaliation must be reported immediately as set out above in subsection (d).
- (1) "Retaliation" is broadly construed to mean any adverse action against an employee for opposing harassment or discrimination. It may include any on-duty or off-duty conduct, whether related to employment or not, that could discourage an employee from making a complaint or testifying, assisting or participating in an investigation or hearing under this policy. It may also includesuch

conduct as “cold shoulder” treatment, changing job duties, failing to cooperate, or treating an employee rudely because he or she has made a complaint, or testified, assisted or participated in an investigation or hearing, resisted sexual advances, or intervened to protect other employees from such prohibited conduct.

- (2) Violation of this policy by an employee will result in appropriate disciplinary action, up to and including immediate discharge. The City may also require an employee who has violated this policy to receive appropriate training on harassment, retaliation, or other issues related to the conduct, at the employee’s expense.
- (g) Discipline. Conduct prohibited by this policy is of a very serious nature and will be dealt with appropriately. Discrimination and harassment are very serious matters that can have far-reaching, immediate and long-lasting impacts on the lives and careers of individuals. Intentionally false accusations or accusations not made in good faith can have a similar impact. Both a person who is found to have engaged in unlawful harassment or retaliation under this policy, and a person who knowingly and intentionally files a false complaint under this policy, are subject to immediate and proportionate discipline. Discipline, up to and including termination, will be imposed on any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action up to and including termination may be imposed when employees are untruthful during an investigation.
- (h) This policy (Section 104.11) extends to non-employees such as suppliers, contractors, City Council members, appointed officials, sales representatives, and job applicants, who may either be complainants or persons against whom a complaint is made. The City Manager or Human Resources Department, as appropriate, shall promptly notify any person of any complaints made against them.
- (i) At least annually, City employees, including supervisors and department heads, are required to attend and participate in interactive anti-harassment training to ensure employee understanding of the City’s harassment policies, procedures, expectations, and consequences of misconduct. Additionally, the City may solicit information from employees through anonymous surveys regarding employee awareness of and confidence in the City’s harassment policies and complaint procedures. City employees who wish to offer suggestions or ask questions regarding the City’s policies are encouraged to submit such communications to the Director of Human Resources or the City Manager as appropriate.

104.12 Indictments Against Employee

An employee may be suspended and placed on administrative leave, with or without pay, if accused or indicted for a crime of official misconduct or any felony crime or Class A misdemeanor pending a decision on the indictment such as dismissal, acquittal or conviction. If the indictment is dismissed or if the employee is acquitted, the employee could still be subject to disciplinary action up to and including termination, depending on the circumstances. If the indictment is upheld, and the employee is convicted, then the employee, depending upon the severity of the crime, will be subject to disciplinary action up to and including termination. This provision in no way prevents the City from taking appropriate disciplinary action against an employee in the absence of an accusation or indictment for a crime of official misconduct or any felony crime or Class A misdemeanor.

104.13 Violence in the Workplace

- (a) The City has a strong commitment to its employees to provide a safe, healthy and secure work environment. The City also expects its employees to maintain a high level of productivity and efficiency. The presence of unauthorized weapons and/or the occurrence of violent, hostile, abusive, or intimidating behavior in the workplace during working hours are inconsistent with these objectives. The City expects all employees to report to their work site without possessing weapons (with the exception of law enforcement employees authorized in writing to carry weapons, or transportation and storage of a firearm in a locked and privately owned motor vehicle by an employee who is a concealed handgun permit holder to the extent authorized by state law) and to perform their job without engaging in any of the behaviors described herein toward any other individual. The City will not tolerate any conduct or behavior, whether intentional or not, that is determined to be threatening, intimidating or coercive.
- (b) Any person who acts or speaks in a violent or threatening manner will be removed from the City's premises as quickly as safety permits. Any employee who engages in violent or threatening speech or behavior may be subject to disciplinary action up to and including termination, criminal penalties, or both.
- (c) At the City's sole discretion, employees and/or the public may be barred from City premises pending the outcome of an investigation. Employees barred from City premises on this basis will be placed on either paid or unpaid administrative leave, at the discretion of the City Manager.
- (d) The City has zero tolerance for violence or threats of violence between or by employees, officials, or representatives of the City, whether conducted on or off City premises. This policy and attached procedures shall apply to all employees, officials and representatives of the City. Employees who are victims of, or witnesses to, behaviors described herein should immediately report such conduct to their supervisors. If an employee's immediate supervisor is the person making the threats or exhibiting the violent behavior, the employee should immediately report such conduct to the department head or the City Manager, as appropriate.
- (e) If an employee is injured while participating in aggressive behavior or after instigating such behavior, then entitlement to workers' compensation benefits may be denied. No part of this policy, or any procedure herein, is intended to affect the City's right to manage or control its work force, or be construed as a guarantee or contract of employment or continued employment.

104.14 Workplace Bullying

- (a) The City is dedicated to maintaining a psychologically healthy work environment which is free of bullying activity. For the purposes of this policy, "workplace bullying" is defined as repeated mistreatment of one or more persons by means including, but not limited to: verbal abuse; threatening, humiliating, intimidating, or offensive remarks, conduct, or behaviors, whether verbal or nonverbal; infliction of social ostracism, such as through starting or spreading destructive rumors or gossip; conduct representing coercion as defined by the Texas Penal Code; or conduct intended to interfere with an employee's ability to perform their job duties (work interference or sabotage).

- (b) The City will not tolerate workplace bullying among its employees. Any employee who feels that they have been or are being targeted by workplace bullying should report such activity to their immediate supervisor, or if that supervisor is the source of the bullying, to the next appropriate person within the City chain of command. Retaliation of any sort is not acceptable and may result in disciplinary action in the discretion of the City Manager.
- (c) Supervisors receiving reports of workplace bullying must confidentially contact the reporting employee to investigate. Supervisors must memorialize the results of their investigation in a written report, including the names of all witnesses to the alleged bullying behavior (whether employees or nonemployees), dates and times of the events constituting bullying, and a description of the objectionable behavior in the greatest possible detail. Once complete, the report should be forwarded to the department head and the City Manager for review and possible disciplinary action.
- (d) Every employee of the City deserves respectful treatment in the workplace. An employee who is found to have engaged in workplace bullying may be subject to discipline up to and including termination.

104.15 City Logo Use

The City's logos, emblems and images (collectively "Logo(s)") are exclusively the property of the City and the City is the owner of all rights to the Logo. Employees may not use Logos other than for official and authorized City business or operations. It is the policy of the City to exercise due diligence to assure that misuse of its Logo by third parties (and other approved Logos representing the City such as Police and Fire, and the City development corporations) does not occur or is corrected, and that the Logo shall not be used by any third party for any purpose without express written authorization of the City Manager. Such written authorization will be in the form of a grant of a temporary, limited and nonexclusive license to use the Logo. Requests for such use shall be made by third parties on an application form to be provided by the City Secretary's office. Any unauthorized use of the Logo by any third party will be referred to the City Attorney for review and action. The City will determine standard City Logo apparel and other approved Logos representing the City, such as the Police and Fire Department, when and who should be wearing such apparel. The City requires each employee's choice of attire to be appropriate and in good taste for business as stated in this manual.

City of Anna

Personnel Policy Manual

Section 105. Compensation & Performance Evaluations

105.1 Compensation Plan and Philosophy

- (a) The City will, within its financial capability, provide equitable compensation for all employees in the form of pay and benefits, but differences will exist based on factors including the nature, category and classification of each position.
- (b) Salary reviews may be conducted annually, and wage or salary modifications may be based on performance and the employee's contributions to the overall mission of the City, as well as on cost of living. In the event of promotion, the anniversary date for salary review is the date of promotion.
- (c) All City pay ranges and job relationships may be reviewed annually. The City Manager may recommend blanket changes in the compensation plan to adjust salaries for individual positions as is necessary to keep the compensation plan current and competitive with other employees of the same personnel class. Recommended changes in the compensation plan will be included in the annual budget and become effective upon City Council approval of the budget. The City reserves the right to determine if and when the changes can be applied based upon budgetary realities.
- (d) Compensation Philosophy: This philosophy would include the following elements, defined as follows:
 - (1) Philosophy 1: Establish the market, defined as cities located in whole or in part in Collin County, as these cities are the competition for employment in our region.
 - (2) Philosophy 2: Maintain pay ranges and step plans with the intent on being relevant and competitive in the Collin County Market, reviewing these for such annually, working towards the 50th percentile, weighted for organizational size and population served.
 - (3) Philosophy 3: Maintain a merit system of compensation, whereby employees are compensated for performance, targeted at 3.5% maximum for the highest performance rating, providing for performance improvement plans and deferrals for low performers not meeting expectations, yet encouraging excellence by tying salary increases to performance.
 - (4) Philosophy 4: Maintain a retention system, for encouraging senior and long-term employees, rewarding longevity, consistent with system internal equities, inclusive of longevity pay, incremental adjustments based on tenure, and lump sum payment when achieving the top of scale or step, not to exceed \$2,000.
 - (5) Philosophy 5: Maintain a promotional vacancy practice providing for no less than 5% increase for promotions (or the next highest step, if in a step plan)
 - (6) Philosophy 6 : All stated strategies herein are subject to annual funding availability, and not a guarantee of future compensation.

105.2 New Hires

- (a) In establishing new hiring rates, consideration will be given to the position in range as to whether it allows sufficient room for future growth and its relationship to rates paid to similarly qualified and more experienced employees in the job or department. Consultation with and review by the City Manager will provide a City wide perspective to department heads as they make hiring decisions.
- (b) The following factors shall be considered in determining a new hire rate:
 - (1) salaries paid to incumbents in the position and across the City;
 - (2) salary range of the position;
 - (3) qualifications of individuals versus qualifications of incumbents in the position; and
 - (4) budget considerations.

105.3 Employee Pay Schedule

Delivery of bi-weekly payrolls will be by electronic transfer with direct deposit to the employee's account in a designated financial institution. Payroll will not be issued other than on designated pay days. No salary advances or loans against future salary will be made to any employee for any reason.

105.03.1 Deductions

- (a) Deductions will be made from each employee's pay for: Federal Income Tax; Social Security; Texas Municipal Retirement System Contributions (for regular full-time employees and covered part-time employees); court ordered child support; an amount required to reimburse the City for the replacement value of City property wrongfully held, converted by, damaged by, unreturned or lost by an employee; any other deductions required by law
- (b) In accordance with the policies and general procedures approved by the City Council of the City, deductions from an employee's pay may be authorized by the employee for: group health/medical insurance for dependents; life insurance for the employee; such other deductions as may be authorized by the City Manager, the City Council, or these policies.

105.4 Overtime and Compensatory Time

- (a) Overtime, when ordered for the maintenance of essential City functions, shall be allocated as uniformly as reasonably possible among all eligible employees. Eligible employees, those qualified to perform overtime work, will be compensated in accordance with the Fair Labor Standards Act (FLSA) 29 C.F.R. § 785.11 et seq. Department heads are responsible for exercising adequate supervision to ensure that employees are complying with established work schedules. All overtime hours must be approved in advance by the employee's department head. Failure to obtain permission in advance may result in disciplinary action.
- (b) The use of compensatory time off is generally discouraged, but is permitted at the sole discretion of the department head and City Manager in order to offset amounts that would otherwise be paid for overtime hours worked (compensatory time received by an employee

in lieu of cash must be at the rate of one and one-half hours of compensatory time for each hour of overtime work), as stipulated by the Fair Labor Standards Act, and as follows:

- (1) The use of compensatory time off is not authorized unless approved in advance and in writing by the City Manager. The department head is responsible for the administration of compensatory time off in lieu of overtime pay.
 - (2) The use of accrued compensatory time off will be granted to employees within a reasonable period of time of the employee's request to use same, unless the granting of such time off would unduly disrupt the effective functioning of the department. The City does not guarantee that an employee will be able to use compensatory time off on the date(s) that the employee requests to use same. Requests for use of compensatory time off are the employee's responsibility and shall be made in the same manner as other leave requests. Department heads may also exercise control over accrued compensatory time by requiring the employee to use it at times determined by the department head. Unless granted an extension by the City Manager, compensatory time must be used within thirty (30) days of being accrued. If an employee's compensatory time is not used by the employee within thirty (30) days of being accrued and no extension has been granted by the City Manager, then the employee will receive payment for the value of the compensatory time. If the City Manager grants an extension, it may not be for more than one year from the date that compensatory time is accrued. If the City Manager grants an extension that is less than one year from the date that compensatory time is accrued, and the employee does not use the compensatory time before the expiration of the extension, then the employee will receive payment for the value of the compensatory time. If the City Manager grants an extension that is one year from the date that compensatory time is accrued, and the employee does not use the compensatory time before the expiration of said one-year period, the compensatory time shall lapse. Notwithstanding any other provision or statement in this Manual, the City always reserves the right to require an employee to use compensatory time at times determined by the City, and further reserves the right to pay the employee for the value of accrued compensatory time instead of allowing the employee to use compensatory time.
 - (3) Upon separation from employment, employees must be paid for all accrued compensatory time that has not lapsed at the employee's rate of pay at termination.
 - (4) Each department is responsible for maintaining records of compensatory time off earned and taken by or paid to employees within the Department, and for keeping them current and on file in the Department.
 - (5) The City's ability to make an election to provide compensatory time off instead of overtime pay is a term and condition of employment.
- (c) Overtime and Compensatory Time Off for Eligible Non-Exempt Employees Other Than Eligible Non-Exempt Police Officer and Firefighter Employees. The official work period for eligible non-exempt employees is a 7-day period. Eligible non-exempt employees will receive overtime pay or compensatory time off for any hours worked in excess of 40 hours in the 7-day work period. It is the policy of the City to grant hours off during the work period if an eligible non-exempt employee works or is scheduled to work more than 40 hours in a 7-day work period. In the event it is not possible to grant time off during the same work

period in which actual hours worked are above 40 in a 7-day work period, the eligible non-exempt employee will receive 1.5 times the pay rate or 1.5 hours in compensatory time off for each hour worked in excess of 40 in a 7-day work period. An employee may accrue up to a maximum of 40 hours of compensatory time off. The decision to pay overtime pay or grant compensatory time off shall be at the sole discretion of the department head and City Manager with consideration given to budgetary resources. The City's ability to make an election to provide compensatory time off instead of overtime pay is a term and condition of employment.

- (d) Overtime and Compensatory Time Off for Eligible Non-Exempt Police Officer Employees. The official work period for eligible non-exempt police officers is a 28-day period. Eligible non-exempt police officer employees will receive overtime pay or compensatory time off for any hours worked in excess of 171 hours in the 28-day work period with the first pay period paid for standard non-overtime hours and with overtime and/or compensatory time off figured after the 171 hours worked during the entire 28-day period. It is the policy of the City to grant hours off during the work period if an eligible non-exempt police officer employee works or is scheduled to work more than 171 hours in a 28-day work period. In the event it is not possible to grant time off during the same work period in which actual hours worked are above 171 in a 28-day workperiod, the eligible non-exempt police officer employee will receive 1.5 times the pay rate or 1.5 hours in compensatory time off for each hour worked in excess of 171 in a 28-day work period. An employee may accrue up to a maximum of 40 hours of compensatory time off. The decision to pay overtime pay or grant compensatory time off shall be at the sole discretion of the department head and City Manager with consideration given to budgetary resources. The City's ability to make an election to provide compensatory time off instead of overtime pay is a term and condition of employment. This provision is adopted pursuant to section 207(k) of the FLSA and 29 CFR Part 553, and shall form a part of the City's payroll records. For the purposes of this subsection (d), "Eligible Non-Exempt Police Officer Employees" include only uniformed or plainclothes members of the City's Police Department who have: (1) the statutory power to enforce the law; (2) the power to arrest; and (3) participated in a special course of law enforcement training.
- (e) Overtime and Compensatory Time Off for Eligible Non-Exempt Firefighter Employees. The official work period for eligible non-exempt firefighters is a 28-day period. Eligible non-exempt firefighter employees will receive overtime pay or compensatory time off for any hours worked in excess of 212 hours in the 28-day work period with the first pay period paid for standard non-overtime hours and with overtime and/or compensatory time off figured after the 212 hours worked during the entire 28-day period. It is the policy of the City to grant hours off during the work period if an eligible non-exempt firefighter employee works or is scheduled to work more than 212 hours in a 28-day work period. In the event it is not possible to grant time off during the same work period in which actual hours worked are above 212 in a 28-day work period, the eligible non-exempt firefighter employee will receive 1.5 times the pay rate or 1.5 hours in compensatory time off for each hour worked in excess of 212 in a 28-day work period. An employee may accrue up to a maximum of 40 hours of compensatory time off. The decision to pay overtime pay or grant compensatory time off shall be at the sole discretion of the department head and City Manager with consideration given to budgetary resources. The City's ability to make an election to provide compensatory time off instead of overtime pay is a term and condition of employment. Further, it is the City's policy (subject to the discretion of the department head and internal department policies) and a term and condition of employment applicable to eligible non-exempt firefighter employees—that, for shifts in excess of 24 hours: (1) a maximum of eight hours

of sleep time may not be compensated for and may not be counted as hours worked for purposes of calculating overtime hours; and, (2) designated meal times may not be compensated for and may not be counted as hours worked for purposes of calculating overtime hours. The policy, stated above, excluding certain time for sleep hours and designated meal times from overtime compensation does not apply to a regular 24 hour shift that starts early or is extended due to emergency call out, or to an employee that, with the permission of the department head, works a shift normally assigned to another employee resulting in the employee working consecutive 24 hour shifts. This provision is adopted pursuant to section 207(k) of the FLSA and 29 CFR Part 553, and shall form a part of the City's payroll records. For the purposes of this subsection (e), an "Eligible Non-Exempt Firefighter Employee" includes only an employee of the City who is trained in fire suppression, has the legal authority and responsibility to engage in fire suppression, and is engaged in either: (1) preventing, controlling and extinguishing fires; or (2) responding to emergency situations where life, property or the environment is at risk.

- (f) Holiday leave and vacation leave will be counted as hours worked for the purpose of overtime calculations. All other paid leave, including but not limited to sick leave, , jury duty, administrative leave, bereavement leave, workers' compensation injury leave, disability leave, military leave, unpaid leave and compensatory time off will not be counted as hours worked for purposes of overtime calculations.
- (g) Exempt Employees. Exempt personnel are paid a salary and are not eligible to receive overtime compensation. Exempt personnel are expected to work the hours necessary to complete their job assignments, and it is expected that all exempt employees will occasionally be required to work additional hours to accomplish assigned tasks. Hour for hour compensatory time off is not authorized for Exempt employees; however, when possible, these employees will be allowed time off to discharge personal responsibilities as time and work load permits.

105.5 Call-Out

- (a) A non-exempt employee called out to work after he/she has been released from his/her normal work day shall be credited with a minimum of two (2) hours for the time between reporting for duty and release from such duty should actual time worked not exceed two (2) hours. This provision does not apply in the case of pre-scheduled overtime.
- (b) If the employee completes the work required in the initial call-out, and is subsequently called out within the same initial two-hour guarantee, he/she shall be paid for the actual time worked, or the minimum two (2) hour guarantee, whichever is greater. A second call-out within the initial two-hour guarantee period does not commence a second two-hour guarantee. An employee will not be paid more than the two hour guarantee unless he/she actually works more than two hours. If the employee receives a subsequent call-out, after the expiration of the initial two-hour period, such subsequent call-out shall commence an additional two-hour guarantee.
- (c) Call-out time will be paid at the applicable overtime rate only if the employee has exceeded 40 hours worked for the work week (or the equivalent maximums for police and firefighter employees). Any time less than 40 hours (or the equivalent non-overtime hours for police and firefighter employees) including call-out time will be paid at straight time.

105.6 Standby (On-Call Time)

- (a) Certain employees of the City are required to be on-call or standby for various periods of time. Employees on standby are not required to restrict their movement during such time to their homes or any other location, but are required to respond to radio pages, cell phones, or other portable communication devices provided by the City. After being called to work, employees on standby status must report to work within 30 minutes. Employees on standby are prohibited from consuming alcoholic beverages.
- (b) Non-exempt employees designated as being on standby will receive standby pay in addition to any hours worked from call-outs. Standby pay will be credited on a daily basis at the rate specified in the pay classification plan. An employee designated to be on standby, will receive daily standby pay regardless of hours worked or call-outs.
- (c) This Section 105.06 shall not apply to non-exempt police officer employees and non-exempt firefighter employees. Any similar provisions shall be set forth under departmental policy as approved by the department head and City Manager.

105.7 Travel Time

- (a) Commute Time. Travel time at the beginning or end of the work day is not compensable. Generally, an employee is not at work until he/she reaches the work site. This includes travel to offsite locations where the employee may have a temporary assigned worksite. However, if an employee is required to report to a meeting place to pick up materials, equipment or other employees, or to receive instructions prior to traveling to the worksite, then the time is compensable. In addition, if any employee is required to report to an off-site location that results in a commute time that is more than fifteen (15) minutes longer than the employee's normal commute time, then the difference between the employee's normal commute time and the commute time required to report to the off-site location is compensable. An employee who operates a City vehicle need not be compensated for commute time simply because he/she is driving the vehicle, so long as it is for the employee's convenience. An employee who is directed to chauffeur other employees by his supervisors is entitled to compensation.
- (b) Overnight Travel. Travel time is compensable when it occurs during the employee's normal work hours. Moreover, if the travel occurs during normal working hours on nonworking days (i.e. Saturday or Sunday for an employee who works Monday to Friday), the time is compensable. Travel time that occurs outside of regular working hours where the employee is a passenger and free to relax does not count as working time. However, if the employee is required to drive or perform work, then the time is compensable.

105.8 Meetings and Training Time

- (a) Time spent attending lectures, meetings and training programs will not be counted as hours worked, provided all the following conditions are met:
 - (1) The meetings are held outside working hours.
 - (2) Attendance is voluntary.

- (3) The course, lecture, or meeting is not directly related to the employee's job. If a training course is undertaken for the purpose of preparing for advancement through upgrading the employee to a higher skill, and is not intended to make the employee more efficient in his/her present job the training is not directly related to the employees job, even if the training incidentally improves his/her skill in doing his/her regular work; and
 - (4) The employee does no productive work during the meeting or training.
- (b) If an employee on his or her own initiative attends school, college, or trade school after hours, that time is not hours worked even if the courses are job related.

105.9 Employee Performance Evaluation

- (a) To ensure that the quantity and quality of work performed by employees meets the needs of the City, the department head shall interview each employee during the employee's tenure at least once each year and shall prepare a written performance evaluation in conjunction with said interview.
- (b) If at any time the City Manager or a department head determines that an employee must substantially improve in any area of job performance in order to adequately discharge any essential function of the employee's job, the employee may be placed on a performance improvement plan for a time period of three to six months ("performance improvement period"). The performance improvement plan shall include a written description of: (1) the area of job performance in need of improvement; (2) the essential functions of the job at issue; (3) a description of goals, deadlines or other performance measures that the employee must meet within the performance improvement period; (4) a description of steps that the employee should take to meet certain criteria including goals, deadlines or other performance measures; and (5) a warning that failure to adhere to or meet said criteria will result in disciplinary action potentially including discharge from employment. The employee must sign the performance improvement plan to acknowledge receipt. If at the expiration of the performance improvement period the City Manager or department head determines that the employee has not been able to favorably resolve the job performance issue(s), the employee may be subject to discharge. A performance improvement plan is a tool that may be used to assist an employee with job performance issues, but it is not a prerequisite to employee discipline or discharge and does not alter the employee's "at-will" status.
- (c) The department head or City Manager shall provide a copy of any written performance evaluation or any performance improvement plan to the employee and shall place a copy of same in the employee's personnel file together with a certification executed by the employee certifying that the employee has received and reviewed a copy of same. Refusal of the employee to sign said certification is insubordination.
- (d) Employees may respond in writing to any performance evaluation or performance improvement plan. This written response shall be placed in the employee's personnel file.

105.10 Training and Development

In order to meet individual and organizational needs, it is the policy of the City to provide training and development opportunities to encourage high quality performance to prepare employees for

new or increased responsibilities, skills, and to extend opportunities for individual growth, promotion, development, and self-fulfillment. Availability of training funds will be dependent on the budget available at the time and will require advance written approval of the department head and the Human Resources Department.

(a) Tuition Reimbursement. The City of Anna encourages life learning and education. In support of this value, the City of Anna offers a tuition reimbursement program subject to fund availability. Tuition Reimbursement is a tool that employees can use to grow and develop within the field of public service.

(1) Scope. The policy described herein applies only to full-time, regular employees who are enrolled and participating in approved courses at approved accredited educational institutions to earn an Associates, Bachelors, or Masters degree.

(2) Eligible Courses. In order to be approved hereunder, a course must be applicable to the field of public service and must be offered and completed at an accredited university or college. The following types of courses specifically are not approved for reimbursement hereunder:

(i) Courses which are required by any governmental agency or professional association in order to meet the minimum educational or continuing educational requirements of the employee's current employment.

(ii) Courses which are non-credit continuing education courses.

(iii) Course credit for previous work experience.

(iv) On-going certification courses.

(3) Course Work. All approved courses shall be scheduled outside of the employee's regular work hours, except upon written approval of the employee's department head. All work required by the approved course must be performed on the employee's own time.

(4) Determination of Course Approval. In each case, courses shall be reviewed and approved or disapproved by the Human Resources Department and the director of the employee's department prior to the start of coursework. Approval of a course does not guarantee the approval of all courses required for a degree or certificate. Each course must therefore be applied for individually and will be evaluated separately from any other course.

(5) Employee Eligibility. In order to be eligible for tuition reimbursement for approved courses hereunder, the employee must meet the following minimum requirements:

i. The employee must be satisfactorily performing the duties and responsibilities of their current employment in the opinion of their direct supervisor or department head.

ii. The employee must have satisfactorily completed any applicable period of probation or Performance Improvement Plan (PIP) relating to their employment with the City.

(6) Application for Approval. In order to apply for tuition reimbursement the applicant must submit the following to the Human Resource Department:

- i. A fully completed tuition reimbursement application signed by the director of the employee's department not later than the first day of the course;
- ii. A degree plan, if applicable (required if the course is part of the first semester or term in a degree program, or if the degree plan is changed after the first semester or term);
- iii. A written description of the course (which may be the description supplied by the accredited educational institution); and
- iv. A receipt showing the costs associated with the course or the tuition costs.

(7) Reimbursement Procedure.

- i. Upon completion of course, final grade submitted, and appropriate course approval as described herein, the City shall reimburse the costs of tuition up to an annual maximum amount of \$3,000 per calendar year . No reimbursement shall be provided for course fees or required texts or materials, which costs shall be the sole responsibility of the employee. No reimbursement shall be provided for any optional fees in addition to tuition (e.g. late fees, parking, athletic passes, financial aid fees, etc.), which fees shall be the sole responsibility of the employee.
- ii. Within thirty (30) days of completion of an approved course the employee shall submit a certificate of completion or transcript, along with all receipts for sums expended for tuition to the Human Resources Department. Upon review and approval, the Human Resources Department shall submit the documentation to the Finance Department for reimbursement to the employee. Reimbursement will be processed through payroll and will follow IRS rules regarding taxability. The employee will receive reimbursement based on the guidance below:

<u>Grade received per course:</u>	<u>Reimbursement amount:</u>
A (or equivalent)	100%
B (or equivalent)	75%
C (or equivalent)	50% (None for Masters degree)
D (or equivalent)	None

Courses graded as "pass/fail" will be reimbursed at 100% only if the course uses the "pass/fail" grading system as a mandatory requirement and a "pass" grade is received.

- iii. If the materials described herein are not submitted by the employee within thirty (30) days after the completion of the course, tuition reimbursement will be denied by the City, unless otherwise approved by the Human Resources Department
- iv. Employees who withdraw or cease employment from the City prior to course completion are ineligible for tuition reimbursement.

- v. Tuition shall not be reimbursed where the same has been or shall be paid from other sources, including but not limited to grants, scholarships, financial aid, free tuition programs, etc. In such case, reimbursement shall be limited to approved tuition expenses which are not paid by the subsidies. In addition, tuition shall not be reimbursed for any program subsidized by the City or any other governmental entity.

- (8) Repayment by Employee. In the event that an employee's employment with the City is terminated, either voluntarily or involuntarily, within two years of the completion of any approved course for which the employee has received reimbursement, the employee shall be required to repay to the City reimbursement amounts as set forth in the table below.

Termination within 12 months of course completion	Pay 100%
Termination within 12-24 months of course completion	Pay 50%

Such repayment shall be deducted from the employee's salary or other compensation that would otherwise have been compensable to the employee upon termination. If said deduction is not enough to compensate the City for the course and testing fees, the employee shall pay the remainder of the amount to the City within thirty (30) days of the effective date of the employee's termination.

- (9) Acceptance of Terms. Each employee participating in the tuition reimbursement plan shall be required to sign an agreement stating that they have received a copy of this policy and agree to the terms of the same. Should an employee refuse to sign such an agreement, the employee shall not be allowed to participate in the tuition reimbursement plan described herein. Such agreement shall not alter the employee's at-will status, shall not constitute an agreement for continued employment, and shall not provide any employee the right to employment with the City. The City reserves the right to amend, modify, suspend, or terminate this policy, its standard practices and its administrative procedures at any time at its sole discretion.

(b) Licenses and Certifications.

- (1) Required Licenses and Certifications. The City will pay for fees associated with renewal and continuing education and testing required to maintain a license or certification that an employee is required to maintain as a condition of his or her continued employment with the City.
- (2) Optional Licenses and Certifications. Subject to funds available in the annual budget and approval by the department head, the City may pay for fees associated with continuing education and testing required to obtain additional licenses and/or certifications that an employee is not required to obtain or maintain as a condition of employment, but that prepare an employee for new or increased responsibilities, skills, or that extend opportunities for individual growth, promotion, and development.
 - (i) Repayment by Employee. In the event that an employee's employment with the City is terminated, either voluntarily or involuntarily, within one year of the completion of a continuing education course or test for an optional license or certification paid for by the City, the employee may be required to repay to the City 100% of all fees paid by the City for the license or certification. Such repayment shall be deducted from the employee's salary or other compensation that would otherwise have been compensable to the employee upon termination. If said deduction is not enough to compensate the City for the course and testing fees, the employee shall pay the remainder of the amount to the City within thirty (30) days of the effective date of the employee's termination.
- (3) Acceptance of Terms. If repayment may be required, each employee that requests approval to take a continuing education course or test for any license or certification shall be required to sign an acknowledgment stating that they have received a copy of the departmental policy and this policy regarding repayment by the employee, and agree to the terms and conditions of same. Should an employee refuse to sign such an acknowledgment, the City will not pay for the continuing education course or testing fees for the license or certification as described herein. Such acknowledgment shall not alter the employee's at-will status, shall not constitute an agreement for continued employment, and shall not provide any employee the right to employment with the City.

105.11 Salary Increases

- (a) Salary Increases. Increases in salary may be granted by the City Manager in accordance with the compensation plan based on employee performance, evaluated merit, market comparison of pay for the employee's position, changes in an employee's job description or duties, and availability of funds.
- (b) Non-Merit Raises. As part of the City's annual budget, the City Manager may recommend a cost-of-living adjustment ("COLA") for employee salaries based on factors relevant to changes in the local cost of living and the availability of funds. Every COLA approved by the City Council shall apply the same percentage increase to the base salary of every City employee or group of employees, including but not limited to the City Secretary and City Manager.
- (c) No provision of this Manual shall be construed as authorizing any increase in salary or wages during a fiscal year which would result in exceeding appropriations made for such purpose.

105.12 Longevity Pay

- (a) Eligible regular full-time employees shall annually receive a lump sum longevity payment based on their full months of employment with the City. Employees must complete at least 12 months of employment to be eligible.
- (b) Longevity pay for eligible full-time employees whose employment commenced before March 11, 2014 shall receive ten dollars per full month of employment. Longevity pay for eligible full-time employees whose employment commenced after March 11, 2014 shall be five dollars per full month of employment.
- (c) Except for certain non-civilian police and fire department employees, funds will be dispersed between the second week of November and the first week of December only to eligible employees actively employed on the date of payment, and months of service shall include all months served as of December 31 of each year.
- (d) Non-civilian police and fire department employees shall receive their longevity pay on or about their anniversary hire date after completion of their annual performance review. Months of service shall include all full months served as of their anniversary hire date.
- (e) Any employee leaving City employment and later being re-employed will forfeit all previous longevity. Employees on any type of leave without pay, disability leave, catastrophic leave, or workers' compensation leave will not accrue longevity for that period of leave.
- (f) Maximum annual longevity pay for full-time employees will be \$1,200.

105.13 Separation Pay

Subject to Section 116 of this Manual and any other applicable provisions of this Manual, employees who leave the service of the City, regardless of reason for separation, shall receive all pay that is due to them in accordance with and subject to the following provisions:

- (a) The final compensation check for a self-terminating employee will be issued not later than the next regularly scheduled payday after separation. The final compensation check for an

employee who has been involuntarily terminated will be issued not later than the sixth regular working day following termination. Separation pay may be delayed due to any pending investigation of an employee or unforeseeable administrative delays in processing payment.

- (b) Eligible employees will be paid for any hours worked, including any authorized overtime compensation due to him or her.
- (c) Only regular full-time employees who have successfully completed their probation period shall be paid for unused vacation time earned.
- (d) Employees may request that any retirement benefits paid by him or her, through payroll deductions, be refunded in accordance with the applicable program. In the event a member of the retirement system leaves the employment of the City prior to retirement and is not vested, such member may elect to leave his contributions on deposit with the system for not more than five (5) years, may file application for a full refund of the employee's contributions and accrued interest thereon, or may roll the funds over into a qualified account. In the event that an employee receives a full refund of his contributions, the employee forfeits any seniority towards retirement under Texas Municipal Retirement System ("TMRS"). To the extent of any conflict between this provision and any mandatory provision of the City's TMRS plan, said plan shall govern.
- (e) Any indebtedness to the City which the employee might have incurred shall be deducted from their final paycheck and all City equipment and property must be returned before the final compensation check is released.
- (f) A regular employee who does not provide the appropriate notice of resignation or who is dismissed because of violating personnel rules and regulations concerning conduct will forfeit accrued sick and/or vacation pay unless mutual agreement is reached between the department head, City Manager, and the employee.
- (g) If any employee dies while employed by the City, the City shall pay their designated beneficiary or if no beneficiary is designated, the City shall pay their duly appointed representative or representative of their estate any unpaid compensation, unused vacation time and accumulated benefits.

105.14 Retirement

- (a) Regular full-time employees are afforded retirement under the Texas Municipal Retirement System ("TMRS"). This plan is administered by the Human Resources Department and details regarding the plan may be obtained from the Human Resources Department. Participation in TMRS shall be immediate and a condition of employment. Where practical, employees shall give the Director of Human Resources written notice of their intent to retire at least three months prior to the proposed date of retirement.
- (b) Details of the retirement plans, as well as additional information, is provided in the Texas Municipal Retirement System Handbook available through the Human Resources Department.
- (c) Part-time and seasonal employees are not eligible to make contributions to TMRS, unless the number of hours worked requires eligibility under TMRS rules.

- (d) Employees on leave without pay are not eligible to make contributions to TMRS.
- (e) In addition to TMRS, all employees of the City are included in the Medicare System.
- (f) To the extent that any provision in this Manual directly conflicts with state law governing TMRS, or directly conflicts with the plan as provided to the City through TMRS, this Manual shall yield to the extent of the conflict if the conflict.

105.15 Recovery of Pay and/or Benefits

- (a) It is the employee's responsibility to review their payroll information and deductions for accuracy. In the event that an employee is over paid, given excessive leave benefits or receives any other benefit and/or compensation in error, through an employee's misrepresentation or through the misapplication of a policy or an error in processing, the employee is expected to notify their department head (or Director of Human Resources, as appropriate) and the City will take steps to recover those benefits and/or compensation. This also includes any form of payroll deduction that results in an underpayment.
- (b) Attempts will be made to establish an agreed-upon method to recover the resources. Failure to agree on a method will result in appropriate actions at the City's discretion (such as payroll deduction, reduction in leave time accrual rate, reduction in rate of pay, etc.) to recover the City's resources. An employee's failure to cooperate in the recovery process could result in disciplinary action up to and including termination.
- (c) Upon notification of an error employees will be expected to repay the City. Generally, employees will be given the same amount of time to complete repayment to the City as the time period during which the error was made. For example if an employee received overpayments for three (3) pay periods, the employee will have three (3) pay periods from the date of notification to complete repayment to the City. If unusual circumstances warrant, other payback periods may be allowed by the City Manager.

105.16 Additional Pay

(1) Language Pay

To better serve Anna neighbors, it is the policy of the City of Anna to provide additional language pay to regular full-time employees in eligible positions who demonstrate the necessary verbal and/or written fluency in eligible languages other than English (as designated by the City) through a testing process.

- 1) **Eligible Employees** – Eligible employees are those regular full-time or part-time employees for which secondary language fluency is desirable in order to better serve the community.
- 2) **Ineligible Employees** – Ineligible employees are those for which foreign language skill is REQUIRED by their position's job description, as it is assumed that the base pay for such positions compensates for that and other required skills. NOTE: Department Heads and Assistant Department Heads are also not eligible for language pay.
- 3) Employees may begin the process by completing a Language Pay application form. Department Heads are responsible for identifying employees within their departments who qualify for language pay (verbal and/or written language skills are desirable in order to better serve the community).
- 4) The Human Resources Department will coordinate language proficiency testing with an approved outside vendor agency, assuring that all appropriate criteria have been met. Only tests administered

by the City-approved vendor will be accepted.

- 5) Employees must demonstrate abilities for verbal and/or written language fluency on a certified test conducted by the approved outside vendor agency.
- 6) The City will pay for one language test process (verbal and/or written) per employee. These tests will be conducted on City-paid time. After successful test results for employees have been communicated in writing from the vendor to Human Resources, employees' departments will be notified to process a Personnel Action Form to begin paying Language Pay on the next eligible pay period.
- 7) Employees that are proficient in multiple languages will not receive language pay for more than one approved language.
- 8) Employees who fail their initial test may choose to re-test on their own time and at their own expense. Employees will coordinate such additional tests with the approved vendor agency and will be responsible for ensuring the results are sent to Human Resources.
- 9) Employees who receive language pay will be expected to translate for other departments as needed. They may also be requested to report to work during emergencies and/or disaster relief efforts in order to assist in translating for others.

City of Anna Personnel Policy Manual Section 106. Holidays, Absences & Leaves

106.1 Holidays

(a) The following holidays are declared official holidays for regular full-time employees:

- (1) *New Year's Day*
- (2) *Martin Luther King Jr. Day*
- (3) *President's Day*
- (4) *Good Friday*
- (5) *Memorial Day*
- (6) *Independence Day*
- (7) *Labor Day*
- (8) *Veterans Day (Firefighter can observe September 11th in lieu of Veterans Day)*
- (9) *Thanksgiving Day*
- (10) *Day after Thanksgiving*
- (11) *Christmas Eve*
- (12) *Christmas Day*

- (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 outside of Monday-Friday, 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 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).

- (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.

106.2 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						
	Full-time Fire Department 24 hour Shift Employees (Avg. 56 hours per week)		Full-time Police Department 12 hour Shift Employees (Avg. 42 hours per week)		All other Full-time Employees (Avg. 40 hours per week)	
Years	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year
1 to 9 years	6.462	3	4.847	3	4.616	3
10 or more	9.230	4	6.920	4	6.160	4
	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year
Maximum Annual Vacation Accrual	672	12	504	12	480	12

- (c) Eligible employees accrue paid vacation at the end of each pay period.
- (d) All employees shall be allowed to take vacation leave with pay after the successful completion of the probationary period following initial employment. Except in cases of emergency or as otherwise approved by the City Manager, vacation leave may not be taken prior to the successful completion of the six month probation period. Approval of the City Manager's office is required in such situations.
- (e) Absence on account of sickness or injury in excess of that authorized for such purposes, at the request of the employee and approval of the department head can be charged against available accrued vacation leave allowance.
- (f) In the event that an official paid holiday falls during the vacation period, holiday pay shall be given instead of vacation pay.
- (g) Full-time employees may accrue more vacation leave than the Maximum Annual Vacation Accrual, however, accumulated vacation time may not be carried forward each year in excess of the Maximum Annual Vacation Accrual. The cutoff date for vacation accumulated in excess of Maximum Annual Vacation Accrual shall be January 31 of each year. Any excess accrued vacation over the Maximum Annual Vacation Accrual on February 1 of each year will be forfeited.
- (h) Department heads will approve vacation requests, giving due consideration to the needs of the department. All leave requests should be made in writing and require prior approval of the employee's supervisor. Supervisors are encouraged to approve/disapprove an employee's vacation request in a timely manner.
- (i) Employees who separate from the City following satisfactory completion of the probationary period shall receive compensation for unused vacation leave up to the Maximum Annual Vacation Accrual. Employees who separate from the City prior to the satisfactory completion of their probationary period or who are dismissed due to violations of the personnel rules and

regulations concerning employee conduct will forfeit accrued vacation pay unless a mutual agreement is reached between the department head, City Manager, and the employee.

- (j) Vacation leave shall not be advanced.
- (k) Vacation leave may be taken in not less than 0.25 hour (15 minute) increments.
- (l) Employees on leave without pay, or disability leave shall not continue to accrue vacation leave or sick leave. Employees on workers' compensation injury leave shall continue to accrue vacation leave during the period of salary continuation only
- (m) Part-time, seasonal and temporary employees shall not earn or accrue paid vacation leave.
- (n) The City Manager may authorize paid leave as part of an offer of employment to a prospective employee.

106.3 Sick Leave

- (a) All regular full-time employees shall be entitled to sick leave with pay. Regular full-time employees begin to accrue sick leave on the first day of employment as shown in the following table. During the first ninety (90) days of the probationary period, sick leave may not be used as accrued unless specifically authorized under Section 103.01(f) of this Personnel Policy Manual.

(Amended 9/22/2015, Res. No. 2015-09-10)

Sick Leave Accrual						
	Full-time Fire Department 24 hour Shift Employees (Avg. 56 hours per week)		Full-time Police Department 12 hour Shift Employees (Avg. 42 hours per week)		All other Full-time Employees (Avg. 40 hours per week)	
Years	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year	Hours per pay period	Approx. Weeks per Year
Annual Accrual	5.17	2.4	3.88	2.4	3.69	2.4
	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year	Hours per year	Approx. Weeks per year
Maximum Annual Sick Accrual	1344	24	1008	24	960	24

- (b) Sick leave may be taken at any time for illness, injury, exposure to contagious disease or routine medical or dental appointments which cannot reasonably be scheduled outside of working hours, and illness of a member of the employee's immediate family who requires the employee's personal care and attention. For this purpose, immediate family member shall be the employee's child, stepchild, parent, stepparent or spouse. A child is defined as a biological, adopted or foster child, stepchild, child of an employee who is standing in loco parentis or legal ward of the employee. The child must be under 18 years of age, or 18 years of age or older but incapable of self-care because of a mental or physical disability. Illness arising from pregnancy or complications thereof, shall be regarded the same as other types of illness.
- (c) Sick leave can be used in not less than 0.25 hour (15 minute) increments.
- (d) Employees who become ill and cannot report to work are expected to ensure that proper notification is received at their department no later than one hour after regular reporting time. Individual departments may require earlier reporting times. Failure to ensure proper notification without valid reason shall constitute absence without leave.
- (e) Sick leave not used during the year in which it accrues accumulates and is available for use in succeeding years up to the Maximum Annual Sick Accrual. Each December 31, any sick leave balance in excess of the Maximum Annual Sick Accrual is reduced to the Maximum Annual Sick Accrual without compensation.
- (f) Sick leave may not be used prior to accrual.
- (g) Upon separating employment from the City, all sick leave credits shall not be reinstated should the employee later be re-employed.
- (h) Employees shall continue to accumulate sick leave during absences from work on legal holidays, during sick leave or vacation leave. Sick leave accumulation shall be at the regularly prescribed rate during absence, as though the employee were on duty. Employees on leave without pay, or disability leave shall not continue to accrue sick leave. Employees on workers' compensation injury leave shall continue to accrue sick leave during the period of salary continuation only.
- (i) The department head may require satisfactory proof of illness at any time the employee is away from the office using sick leave. The department head may also require a statement from the attending physician of the need for an employee to remain at home to attend to a sick child, spouse or parent. A department head may disallow use of sick leave in the absence of satisfactory proof of need. Employees using or attempting to use sick leave without proper cause shall be subject to disciplinary action, up to and including dismissal. Employees on sick leave for more than two consecutive work days, or three or more work days within any five day period, must produce a doctor's certificate indicating treatment for a legitimate illness or injury in order to receive sick leave with pay. The doctor's certificate must contain a specific explanation of the reasons the employee was unable to work. A department head may require the employee to furnish a statement from the attending physician confirming the employee's ability to resume his/her job duties before permitting the employee to return to work.
- (j) Upon separation from the City, an employee will receive a payout of accumulated sick leave

based on the employee's years of service below.

<u>Years of Service with City of Anna:</u>	<u>Maximum Hours Eligible for Payout:</u>
2-5 Years	80 hours
5-10 Years	120 hours (240 if retiring)
10-20 Years	160 hours (320 if retiring)
20+ Years	240 hours (480 if retiring)

(k) An employee on sick leave may be subject to disciplinary action, up to and including termination, under the following circumstances:

- (1) If the employee engages in other work for pay while receiving sick leave benefits;
- (2) Engages in activities not authorized by the attending physician, or fails or refuses to comply with the attending physicians instructions or advice regarding the injured condition, other than for bona-fide religious beliefs;
- (3) Fails to act in a manner conducive to convalescence;
- (4) Refuses to perform work authorized by the attending physician;
- (5) Refuses to accept or perform a different job, which is within the employee's physical capacity to perform, as specified by the attending physician.
- (6) If the employee uses or attempts to use sick leave without proper cause.

(l) An employee who becomes ill or injured during a vacation may request that the vacation be terminated and the time off due to the illness or injury be charged to sick leave. Application for such substitution must supported by a medical certificate or other acceptable evidence.

(m) Part-time, seasonal, and temporary employees shall not earn or accrue paid sick leave.

(n) Each December, employees may request up to 80 hours of accrued sick leave be converted into vacation leave at a 2 to 1 ratio (i.e. 80 hours of sick can be converted into 40 hours of vacation) up to the maximum annual vacation accrual limit. At least 480 hours must be remaining in the employee's sick leave accrual bank after conversion.

(o) In the event that an employee will be or has been absent for more than three (3) consecutive workdays for reasons covered under this policy, he/she should contact the Human Resources Department as soon as possible to determine whether the absence should be designated as a leave under the Family and Medical Leave Act (FMLA). Supervisors are also responsible for notifying the Human Resources Department of any sick leave exceeding three (3) consecutive workdays or that might otherwise qualify for FMLA leave. An employee who will be absent for more than three (3) consecutive workdays shall notify the designated supervisor of his/her expected return-to-work date as soon as is reasonably possible and prior to the date of return.

(p) The City Manager may authorize paid leave as part of an offer of employment to a prospective employee.

106.4 Military Leave

i. Military Leave Eligibility Requirements. Military leave is available to active City employees who are members of uniformed services of the United States Military. This includes the United States Armed Forces, Reserves, and National/State Guard; the Commissioned Corps of the Public Health Service, and any other category of persons designated by the President of the United States as uniformed service personnel in time of war or emergency. Examples include:

- active duty and active/inactive duty for training;
- full-time National Guard duty;
- absence from work for examination to determine fitness for any of the above types of duty;

- funeral honors duty performed by National Guard or Reserve members;
- duty performed by intermittent employees of the National Disaster Medical System (NDMS) when activated for a public health emergency, and approved training to prepare for such service.

Employees must notify their supervisors as soon as practicable of their duty schedule and need for military leave in accordance with the provisions of this policy. If an employee was hired by the City for a fixed period of employment and the military duty extends beyond the employee's fixed employment term, the leave will not be extended beyond the end date of the employment term.

106 Disaster Leave. "Disaster Leave" is a special type of leave of absence which may be used by a member of the Texas military forces, a reserve component of the armed forces, or a member of a state or federally authorized search and rescue team. If the employee is called to state active duty for training or other duty, ordered or authorized by the proper authority in response to a disaster, they shall be eligible for up to an additional 7 workdays of paid Disaster Leave each fiscal year (total of 22 paid days in combination with Military Leave).

(A) Disaster Leave is only available for performance of military or emergency service for the State of Texas at the call of the Texas Governor or the governor's designee and shall be applied only to days of work missed due to active state duty during the disaster. During Disaster Leave, employees shall accrue leave balances in the same manner as for Military Leave for up to 7 additional missed working days but shall thereafter be subject to the accrual provisions for Extended Military Leave if the absence continues. For purposes of this policy, "disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, extreme heat, cybersecurity event, other public calamity requiring emergency action, or energy emergency.

107 Military Leave (Zero to 120 Hours/15 days per fiscal year). Notwithstanding any provision of this Manual, employees are entitled to military leave with pay in accordance with state and federal laws for a cumulative maximum of 120 scheduled City duty hours (or equivalent) in any federal fiscal year (October to September). The term "with pay" means full and regular pay for days and times the employee would ordinarily have been working. This leave may be expended prior to use of an employee's accrued vacation or compensatory leave. Employees cannot accrue military leave and unused military leave will not be paid out at the time of separation.

108 Extended Military Leave (Beyond 120 Hours per fiscal year). Employees with military leave extending beyond the 120 hours per fiscal year will be treated as employees in non-pay status. Should employees have accrued vacation or compensatory leave, they may request any part of it through their supervisors. This will not affect their military leave status. Employees cannot accrue extended military leave and unused extended military leave will not be paid out at the time of separation.

109 Work Schedules. The City has no obligation to pay an employee on military leave for training or otherwise qualifying service activities which fall outside of the employee's assigned duty schedule (e.g., which are on regular days off work or outside of work hours). A supervisor has no obligation to change the employee's schedule or allow the employee to make up time missed due to military leave. In appropriate circumstances, military leave may be used for those periods of an employee's work schedule missed due to travel to/from uniformed service

activities that do not themselves fall on scheduled workdays.

110 Uniformed Services Employment and Reemployment Rights Act. The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job rights of individuals who perform duty, voluntarily or involuntarily, in the uniformed services. USERRA also prohibits employers from discriminating against past and present members of the uniformed services and applicants to the uniformed services. Unless it is impossible or unreasonable, those that served have the right to be reemployed by the City if they left to perform service in the uniformed service and meet these requirements:

- The employee must have been absent from a civilian job on account of service in the uniformed services;
 - The employee must have given advance notice to the employer that he or she was leaving the job for service in the uniformed services, unless such notice was precluded by military necessity or otherwise impossible or unreasonable;
 - The cumulative period of military service with the City must not have exceeded five years;
 - The employee must not have been released from service under dishonorable or other punitive conditions;
 - The person must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment, unless timely reporting back or application was impossible or unreasonable; and
- If eligible to be reemployed, the employee must be restored to the job and benefits they would have attained if they had not been absent due to military service or, in some cases, a comparable job.

111 Seniority; Reinstatement priority. An eligible uniformed service member's City employment rights and benefits determined by seniority shall be considered by the City as if the employee remained continuously employed, and include state, rate of pay, vesting, and service credit for the military leave period for pension benefit computations. Eligible employees who are released from military service obligations and seek to return to City employment shall be entitled to reinstatement in the following order of priority:

- i. The position that would have been held, with reasonable certainty, had the employee remained continuously employed, so long as the employee is still qualified for the job or can become qualified within a reasonable time after reasonable efforts by the City;
- ii. The same position held prior to military leave;
- iii. A position with the same seniority, status, and pay if the employee cannot become qualified to perform either position above; or
- iv. The closest position of like seniority, status, and pay the employee is qualified for.

112 Training, Accommodations, and Other Provisions for Military Leave Recipients.

106 The City will make reasonable efforts and accommodations to assist an employee in qualifying for the position(s) offered for reinstatement upon return from military leave. This

includes training or retraining to update an employee's skills to perform the essential functions of the position. The necessary and appropriate training or retraining should be requested in writing by the employee, in consultation with the Human Resources Department and the department head, after the employee receives notice of the reinstatement position(s) available and prior to the date of return to work or without undue delay thereafter.

107 If the employee is being restored to the same position held prior to use of military leave, the determination of the necessary and appropriate training must consider any changes in the job description or duties which became effective during the military leave period.

108 A person with service-connected disabilities, who is not qualified for a promoted position under (h)(1) above after consideration of the City's reasonable efforts to accommodate the disability, shall be employed in an equivalent position (in terms of seniority, status, and pay) for which the person is qualified or can be qualified with reasonable efforts and accommodations by the City, so long as there is not an undue burden on the City. If no such position is available, the employee shall be placed in the nearest similar position for which appropriate and reasonable accommodations may be arranged. The employee must provide HR with notice regarding the need for service-connected disability accommodations and the nature of the accommodations necessary to allow performance of the essential job duties of the position.

113 Pay and Benefits While on Military Leave:

(1) If not already using direct deposit, employees using military leave should complete a direct deposit form and submit it to HR before the beginning date of the leave, or as soon as possible thereafter, to avoid delays in disbursement of any pay to be received from the City during their absence. This is the responsibility of the employee.

(2) *Military Leave (120 hours/15 days or less):* Eligible employees may receive up to fifteen (15) workdays of paid military leave per fiscal year. The rate of pay is equivalent to the employee's normal base rate. All enrolled benefits and deductions, including retirement, will continue while the employee is on leave.

(3) *Extended Military Leave (16 days or more):* Eligible employees with leave periods greater than 15 workdays can choose one of the following options:

(1) Receive supplemental pay equivalent to the difference between the [employee's net military pay] and [City of Anna net pay] for each day of absence for up to one year. Following one year, an employee may use accrued vacation, holiday, or compensatory time.

(2) Use accrued vacation, holiday, or compensatory time.

(3) Choose to take the remaining military leave period as unpaid leave.

(4) *Exempt Employees:* Military or Disaster Leave periods which include only a portion of a work week shall be paid according to the full salary rate for the entire workweek, so long as the exempt (i.e., not eligible to receive overtime pay) employee misses only part of a week due to the leave subject to this policy and also reports to work during that same week. Exempt employees shall have their Military, Disaster, and Extended Military Leave balances used in full day increments only.

(5) After the employee returns to work for a partial work period, any Military Leave, Disaster Leave, and Extended Military Leave periods shall be counted as hours worked during the corresponding period for purposes of determining eligibility for overtime pay.

(6) *Other Leave Accruals*: Employees on military leave shall accrue other types of leave as follows:

(A) *First 15 Days of Military Leave*: Leave accruals will continue as normal for employees eligible to accrue vacation, sick, and/or holiday leave.

(B) *Extended Military Leave (over 15 days)*: Leave accruals will cease for vacation, sick, and holiday leave.

Vacation, sick, and holiday leave accruals will be paid out in accordance with the City policies in effect at the time of separation if an employee separation occurs during a period of military leave.

(7) *Continuation of Benefits while on Extended Military Leave*. Extended Military Leave is a COBRA qualifying life event for purposes of determining eligibility for City benefits. Enrollment, changes, or termination of benefits must be made no later than 31 days from the start of the military leave period. Benefits and employee contributions may continue during extended military leave as outlined below:

(1) *Medical, Pharmacy, Dental, Vision, and Flexible Spending Accounts (FSA)*—An employee may continue coverage for themselves and their eligible dependents at the employee contribution rate for 6 months. Cost is based on enrolled coverage tier and benefit year. Following 6 months, coverage may be continued through COBRA for up to 18 months at the employee's expense. Premiums charged to the employee shall not exceed 102 percent of the full premium under the plan during either of these phases.

(2) *Life and Disability Insurance*- An employee may continue coverage for up to 6 months during military leave; after 6 months, coverage ends. Once coverage ends, employer paid and voluntary life coverages may be continued through the Portability and Conversion privileges outlined in the plan provisions.

(3) *Retirement*- An employee may continue retirement contributions so long as he or she continues to receive a paycheck from the City. When an employee no longer receives a paycheck, contributions cease. However, upon return from leave, he or she can qualify for continued service credits for the period of active-duty service and make contributions retroactively to his or her retirement account as provided by USERRA, TMRS, and ICMA policies.

(8) *Reinstatement of Terminated Benefits*. Upon return from Extended Military Leave, benefits which were voluntarily or involuntarily terminated will be reinstated. Employee elections must be determined within 31 days from the end of service or the end of alternative coverage, whichever date is later. For life and disability insurance, if an employee elects to continue life coverage through Portability and Conversion privileges, individual policies must be terminated prior to the effective date of reenrollment in group coverage. If the employee was injured while performing duties related to his or her military leave, an exclusion or waiting period for coverage of disabilities may apply as outlined in the plan provisions.

114

Return from Duty. Employees must report to work on the regularly scheduled workday and apply for reemployment following the release from uniformed service activities within the following timeframes:

(A) *Less than 31 days of uninterrupted military leave*: First scheduled workday following safe travel home and eight-hour rest period.

(B) *31 to 180 days of uninterrupted military leave*: First scheduled workday following 14 days after release from service. An application for reemployment may be required.

- (C) *More than 180 days of uninterrupted military leave*: First scheduled workday following 90 days after release from service. An application for reemployment may be required.
- (D) All of the deadlines set forth above are extended by up to two years if the employee is hospitalized or recovering from an injury cause by active duty. If the injury also resulted in employee disability, the two-year extension period may be further extended by the minimum time required to accommodate the employee's disabilities.
- (E) For purposes of this section, "uninterrupted military leave" means each period of military leave occurring in a fiscal year where the employee does not return to work and within the timeframe of the employee's applicable orders, i.e., multiple deployments under separate orders shall not be aggregated together for determining the employee's required return date. Holidays, off-duty days in the employee's regular work schedule, and days of City office closures shall not constitute interruptions in a military leave period.
- (F) When an application for reemployment is required, the City requests that all returning servicemembers provide documentation to establish that the application is timely, that the service limitations applicable to USERRA reinstatement rights (e.g., five year maximum on cumulative military service during City employment) have not been exceeded, and that the servicemember's entitlement to USERRA benefits have not been terminated under 38 U.S.C. § 4304. Such documentation will be satisfactory to the City if it satisfies the corresponding regulations prescribed by the Secretary of Defense.

115 Special Discharge Protection. An employee who returns from military leave shall not be discharged by the City, unless it is "with cause", for the following periods of time return to work:

106 *31-180 days of Military Leave duration*: 180 days from the date of returning to City duty.

107 *181+ days of Military Leave duration*: One year from the date of returning to City duty.

116 Health Insurance Protection. If a City employee leaves their job to perform military service, they have the right to elect to continue their existing employer-based health plan coverage for themselves and their dependents for up to 24 months while in the military. Even if they do not elect to continue coverage during their military service, they have the right to be reinstated in the City's health plan if and when reemployed, generally without any waiting periods or exclusions except for service-connected illnesses or injuries.

117 Procedures for requesting Military Leave. An employee requesting military leave must take the following actions:

(1) Notify his or her supervisor of the need for leave and provide a copy of the official orders.

a. An employee should provide at least two (2) weeks' advance notice if possible. If an occasion arises where advance notice is not possible, the employee must contact the HR department immediately upon their return to work. The City may seek verification of any military leave used.

b. If the military leave will be more than 15 days, the supervisor will submit an appropriate Personnel Action Form to HR with a copy of the orders.

(2) Contact the City's HR department to request military leave and provide a copy of the official

orders.

- (3) *Duty Verification*. Employees shall provide written performed duty verification as soon as possible, but no later than their return to work. Verification is necessary in order to confirm payment of military pay and to confirm any veterans' reemployment rights. Verification may include, but is not limited to, orders, drill letters, training schedule and or a duty verification signed by the officer in charge.

118 Disqualifications. An employee is not eligible for the entitlements outlined in this policy or USERRA in the following cases:

- (1) Separation from the service with a dishonorable or bad conduct discharge
- (2) Separation from the service under other than honorable conditions, as characterized by the regulations prescribed by the specific military branch.
- (3) Dismissal of a commissioned officer in certain situations involving a court martial or by order of the President of the United States in time of war.
- (4) Dropping an individual from the rolls when the individual has been absent without authority for more than three months or is imprisoned by the final sentence of a civilian court.

119 Enforcement. The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations. For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USADOL or visit its website at <http://www.dol.gov/vets>. An interactive online USERRA Advisor can be viewed at <http://www.dol.gov/elaws/userra.htm>.

120 An employee may submit a request to HR for a statement of the number of workdays an employee claimed paid Military Leave in that fiscal year.

121 Misuse/Misrepresentation. Misuse or misrepresentation by an employee in the use of military leave is a serious offense, is considered cause for termination, and will be subject to discipline accordingly. Misuse includes not returning to work in a timely manner as per the deadlines set forth in this policy.

Filing of false military documents or orders for the purpose of receiving military leave is a serious military offense covered under the Uniform Code of Military Justice (UCMJ). The City takes the position that if false documents are discovered, the offense will be reported to the appropriate unit or command authority. Filing false military documents is cause for termination from City employment.

106.5 Bereavement Leave

Regular full-time employees may be granted up to 24 work hours of paid leave per occurrence for deaths within the employee's immediate family. For the purpose of bereavement leave, "immediate family" shall always include a spouse, parent*, parent-in-law, child*, brother*, sister*, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or grandparent-in-law. Vacation leave may be used to supplement bereavement leave, upon request and approval. Employees may be required, at the discretion of the department head, to present proof of immediate family death. Death of other relatives who had been residing in the same household will be considered on an individual case basis, with written approval, of the City Manager (or designee).

* Also includes "step-[relatives]" of these types.

106.6 Jury/Court Duty

Employees required by summons to report for jury duty (including grand jury duty), or who are impaneled as a juror or alternate, shall receive their regular pay during the time period directly related to jury duty (not to exceed 40 hours of jury duty per summons).

(a) Regular Pay.

- (1) Employees requesting regular pay for work time spent on jury duty must present proof of attendance from the presiding court before pay can be issued. Upon release from jury duty, employees must return to their assigned work location.
- (2) Employees will not be discharged for reporting to jury duty or serving as a juror. Employees failing to return to work after being excused from jury duty during their normal work hours are subject to disciplinary action.

(b) Official City Business.

- (1) Employees who are subpoenaed to appear in court or before any other judicial or administrative body for and on behalf of official City business or on behalf of the county, state or federal government for services related to City duties, shall be compensated in accordance with the procedures specified under this Section.
- (2) Employees requesting regular pay shall provide a copy of the subpoena and, if available, proof of attendance by the court or respective administration body.

(c) Personal/Private Business. Employees will not be paid for time off to conduct personal or private legal business. Vacation or compensatory time may be used if approved by the department head.

106.7 Administrative Leave with Pay

(a) Elections. Employees on duty on the date of any national, state, or local election and who are eligible to vote in such elections shall be granted leave without loss of pay or benefits to exercise this right if the polls are not open for voting for two consecutive hours outside of the voter's work hours. Evidence of voter registration and voting may be required by the supervisor.

(b) Hazardous Weather Conditions. Except for extraordinary circumstances, City offices DO NOT CLOSE. In the event of inclement weather, employees are expected to use their good judgment and are not asked to take unnecessary risks.

- (1) Closings of City administrative offices are only authorized by the City Manager.
- (2) During official closing period, each department head will designate essential or emergency service personnel who are required to be on the job regardless of weather conditions. Such employees are not given time off at a later date for hours worked during the period of closing. Employees not designated to work are granted paid administrative leave. Such employees will be compensated at their regular pay rate for the hours they were scheduled to work. This is to assure that employees do not lose compensation due to circumstances beyond their control.

- (3) Non-exempt employees who are designated essential and who must continue to work during emergency or weather related closings are compensated at their regular pay rate during the emergency closing period. Such employees are not given time off at a later date for hours worked during the period of closing.
 - (4) Exempt and non-exempt employees on sick leave or vacation leave on a day when a partial or full day closing occurs are charged with sick or vacation leave for that day as was scheduled.
 - (5) Non-exempt employees unable to travel to work during a period of non-closing will either take vacation leave or leave without pay.
 - (6) Exempt employees unable to travel to work during a period of non-closing must miss the entire work day before having to take vacation leave or leave without pay. Partial day absences do not apply to exempt employees. If an exempt employee has no accrued vacation time, he or she will be required to make up the missed time at a later date.
- (c) Disciplinary or Criminal Investigations. The City Manager may determine, as a matter of administrative discretion, that an employee subject to a disciplinary or criminal investigation should not be in the workplace while that investigation is pending. In such case, the City Manager may place an employee under investigation on administrative leave with pay for a period of time appropriate in the individualized circumstances.

106.8 Authorized Leave without Pay

- (a) A leave of absence without pay may be granted at the discretion of the department head and must be approved by the City Manager. Such factors, including but not limited to, length of time away from the job, reason for, and urgency of the request, and length of service with the City, will be taken into consideration by the City Manager. Leave without pay is granted as a matter of administrative discretion. No employee may demand leave without pay as a matter of right, but it may be granted to any employee.
- (b) An employee may be granted leave without pay, when all other forms of leave such as vacation, compensatory time off, holiday, and personal leave have been exhausted. If the leave is not medical in nature, then accrued sick leave is not an available option.
- (c) Leave without pay may be considered for the following reasons:
 - (1) To participate in training that would result in increased job ability.
 - (2) To achieve an educational level necessary for advancement in the City.
 - (3) To perform a service that will contribute to the public welfare.
 - (4) To recover from an illness or disability, not believed to be of a permanent or disqualifying nature, for which sick leave and wage supplementation benefits have been exhausted or are not available.
 - (5) When return to work would threaten the health of others.

- (6) To provide necessary care for a family member who is ill or is incapacitated.
 - (7) For an excused absence during the initial employment period.
 - (8) For an excused, but non-compensable, absence of less than a day.
 - (9) To permit vacation.
 - (10) To perform duties in the military service.
- (d) In circumstances not falling within other provisions of these rules, the City Manager may authorize an employee to take leave without pay under mutually agreeable terms and conditions. Employees taking leave without pay shall not lose or gain seniority. All employee benefits will remain in effect during periods of authorized leave without pay.
- (e) Service credit. An employee who is on leave without pay for more than six 6 consecutive calendar weeks loses service credit for that period in excess of the six calendar weeks except in regards to Military Leave.
- (f) Accrued leave. An employee granted leave without pay forfeits use and accrual of sick leave, vacation leave, holiday leave, bereavement leave, court leave, except to the extent that leave without pay is authorized under federal or state law.
- (g) Termination. An employee granted leave without pay must physically return to work to retrieve sick credit, but will be paid any vacation leave balance due if the employee terminates in accordance with the terms of this Manual.

106.9 Absence without Leave

Unauthorized leave not reported within 72 hours of the scheduled reporting time shall serve as notice of immediate resignation by the employee.

106.10 Catastrophic Leave

(a) Policy

It is the policy of the City to offer eligible participating employees who have exhausted all available leave balances the opportunity to receive additional leave benefits from a Catastrophic Leave bank for extended absences in the case of catastrophic illness or injury to the employee or eligible family member for an FMLA qualifying event.

(b) Procedure/Rule

1. **Eligibility.** All regular full-time employees are eligible to participate and contribute to the Catastrophic Leave bank. Eligible contributing employees must have successfully completed six (6) months of employment. An employee requesting catastrophic leave must be employed with the City of Anna for ninety (90) days and must be in good standing. Employees that are placed on a Performance Improvement Plan or have received any written disciplinary action within the past year of employment are not eligible to access the leave bank. Participation in the program is voluntary and must be requested in writing (Appendix A).
2. **Minimum Contribution.** Fulltime employees wishing to participate may contribute a minimum of one (1) hour of accrued sick or vacation leave. Contributions will be credited to the Catastrophic Leave bank. Donated hours will not be distributed directly to the recipients leave bank but will be available as needed. Employees electing to participate must contribute hours from the sick or vacation accrual account. In such case that employees lack the necessary hours in their sick accrual account, employees may contribute from their vacation accrual accounts, if applicable. Compensatory time accrual is not eligible for contribution to the leave bank.

Employees contributing to the Catastrophic Leave bank, must retain no less than 50% of their annual sick and vacation accrued leave balance available after donation and must be in good standing.
3. **Maximum Contribution.** The maximum annual contribution to the Catastrophic Leave bank is eighty (80) hours per employee per calendar year.
4. **Open Donation Period.** The Human Resource Department will notify employees when there is an open period for donations. The notification will be based on the current need request by employees. The donation period will be open for thirty (30) days.
5. **Contributions to the Catastrophic Leave bank may not be designated for use by any specific employee, to avoid quid pro quo, HIPAA violations, or any privacy concerns.**
6. **Leave cannot be traded, sold, bartered, etc. directly to any employees.**

7. Time donated by an employee may not be recovered or recaptured. As recovering or recapturing donated time is an administrative burden, leave time donated to the bank will remain for future occurrences or incidents.
8. Employees that are terminated from the city are not eligible to donate sick or vacation hours to the catastrophic leave bank.
9. Employees that are not in good standing and have submitted a resignation are not eligible to donate sick or vacation hours to the catastrophic leave bank.
10. Employees that leave the city within good standing and successfully completed the probationary period are not eligible to donate accrued sick leave or vacation hours to the Catastrophic Leave bank.

(c) Definitions

1. **Catastrophic Illness or Injury:** Catastrophic illness or injury is defined as a serious health condition that affects the employee, or the employee's spouse, child or parent, which is unanticipated, non-job related, not self-inflicted, and requires an employee's absence without pay for a period of at least two weeks after all leave balances have been exhausted. This is further defined as those illnesses or accidents which require confinement in a hospital or accidents which require extensive medical care of an unforeseeable nature. Examples include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc. Catastrophic illnesses shall not include elective surgery nor unforeseeable medical care rendered as a result of something other than injury or disease.
2. **Catastrophic Leave Administration.** All requests for Catastrophic Leave shall be reviewed by the Human Resources Department. A representative from the Human Resources Department will act as the primary administrator and contact for the program.
3. **Leave Request Process.** An employee making application for Catastrophic Leave must be made on the standard form provided by the Human Resources Department (Appendix A). Each application must include the standard FMLA form with a health care provider's signed statement. The request must include the health care provider's name, address and phone number. The forms shall be submitted to the Human Resources Department.

The maximum hours of Catastrophic Leave that may be requested and be granted is 480 in a calendar year. The guidelines set forth in the City of Anna Personnel Policy Manual continue to be applicable. The maximum hours of Catastrophic Leave that can be granted to a single employee is 960 hours in a lifetime.

4. **Advance Notice of Need.** Requests that are approved will not be granted retroactively. When possible, the employee should request catastrophic leave at least fifteen (15) working days prior to exhausting all paid leave.
5. **Application Review.** The Human Resources Department will review each application and ensure that each of the following conditions have been met:
 - (a) Employee is enrolled as a participant in the Catastrophic Leave bank. This does not guarantee that requested Catastrophic Leave will be granted to a participating employee.
 - (b) Employee's entire accumulated leave (holiday, sick, vacation, comp- time, etc.) has been exhausted. The leave balance must be zero (0) balance.
 - (c) Proper documentation is complete and is provided in a timely manner (Appendix A and standard FMLA form) and

- (d) Requesting employee or immediate family member has a qualifying catastrophic illness or injury.
 - (e.) The Human Resources Department will inform the applicant of their decision in writing within five (5) days after the receipt of the application.
6. The Human Resource Department will inform the City Manager of request for leave. The City Manager's approval is final.
 7. Employees may request donations in eight (8) hour increments only or greater if shift schedules are in larger increments, e.g. 10; 12; 24.
 8. While an employee is receiving benefits from the Catastrophic Leave bank, he or she will not continue to accrue vacation time, compensatory time, sick leave, or personal holiday leave.
 9. Catastrophic Leave that is granted and not used by the employee will revert back to the Catastrophic Leave Bank.
 10. If a separation of employment occurs while an employee is utilizing Catastrophic Leave, the employee may not receive payment for the remaining balance of their Catastrophic Leave.
 11. Ineligibility. A participating employee shall lose the right to obtain benefits from the Catastrophic Leave bank by:
 - (a) Termination of employment, including resignation, involuntary termination and retirement; or
 - (b) Refusal to comply with the policies and procedures set forth in the Human Resources Manual and/or this policy; or
 - (c) Determination of permanent disability by the U.S. Social Security Administration; or
 - (d) Accumulation of other city derived compensation, e.g. sick leave, vacation leave, etc; or
 - (e) Return to work after two (2) weeks in his/her normal status, at which time all unused granted leave by the bank shall be returned to the bank; or
 - (f) Compensation from short-term disability or long-term disability; or
 - (g) Currently on salary continuation for workers compensation.
 12. Coordination with FMLA: In those cases where the employee is eligible for leave for a serious health condition which qualifies under both the Catastrophic Leave and FMLA, these benefits shall automatically run concurrently and be counted against the employee's entitlement to family medical leave.

CATASTROPHIC LEAVE REQUEST FORM

Employee Name: _____

Department Number: _____ Date: _____

I am requesting consideration for approval of Catastrophic Leave for the following reasons:

The standard FMLA form including an attending physician's signed signature must be attached to this request form.

I am requesting Catastrophic Leave until: _____

Available leave accruals were/will be exhausted on: _____

I understand that if I receive Catastrophic Leave it will count as leave under the City's FMLA policy.

Applicant Signature _____ *Date* _____

Department Director Signature _____ *Da* _____

For Human Resource Department Use Only:

☐ Approved ☐ Denied

Date: _____

Reason for Denial:

If approved, time period leave granted for: _____ Total hours approved: _____

Human Resource Dept. Representative Signature

Date

106.11 Mental Health Leave for Peace Officers

(a) Definitions

Traumatic event - an event, series of events, incident, or set of circumstances that is experienced by the employee, during the scope of employment, as physically harmful, emotionally harmful, or life threatening and that has the potential to cause lasting adverse effects on the employee's functioning and mental, physical, social, or emotional well-being outside of the typical setting for the position.

Traumatic events may include, but are not limited to, the following:

- (1) Major disasters which may include response to weather related events involving multiple
 - a. casualties; or explosions with multiple casualties; or search and recovery missions involving
 - b. multiple casualties;
- (2) Incidents involving multiple casualties which may include shootings or traffic accidents;
- (3) Line of duty death or suicide of a department member;
- (4) Death of a child resulting from violence or neglect;
- (5) Officer(s) involved shooting of a person.

(b) Eligibility and Applicability

- (1) This policy is applicable to employees who are employed for the purpose of acting as peace officers, as defined by the Texas Commission on Law Enforcement (TCOLE), for the City of Anna.
- (2) This provisional policy takes effect September 1, 2021 (Texas G.C 614.015), and may be later updated by the City.
- (3) This policy allows the use of mental health leave for those eligible peace officer employees who experience a traumatic event in the scope of employment.
- (4) Employees who meet all eligibility requirements are entitled to up to three calendar days per calendar year of mental health leave.
- (5) Mental health leave beyond three days will be reviewed to determine if the leave is an FMLA-qualifying reason.
- (6) Approved mental health leave will be paid leave that does not utilize accruals or cause a deduction in salary.
- (7) If mental health leave is not requested by an employee during the 12 months following the traumatic event, the employee will not be compensated for unused time. This time does not roll over or accumulate over calendar years and will not be paid out upon separation from employment with the City.

(c) Process

- (1) If eligible, an employee, or supervisor on their behalf if requested by the employee, may request Mental Health Leave in writing through a memorandum to the Human Resources Director within two days of the traumatic event. The request must be

accompanied by an authorization from the employee for the City to access information from the employee's treatment providers as necessary for implementation of this policy.

- (2) Notice of intent to utilize mental health leave should be given immediately upon a determination of need.
- (3) If the City determines that leave is being taken for an FMLA-qualifying reason, the City shall notify the employee in writing and generally within five business days of the determination.
- (4) Human Resources will provide reasonable assistance regarding obtaining mental health services and contacts for the employees who have been approved for mental health leave.
- (5) Approved leave will run concurrently with FMLA under appropriate circumstances. This means that use of mental health leave will count against the employee's 12 week annual allotment of FMLA leave.
- (6) Prior to returning to work, the City may request the employee to submit to a fitness for duty as a requirement in order to return to work. Fitness for duty certifications will be required whenever an employee indicates any inability to fully perform any portion of their assigned job description due to experiencing a traumatic event.
- (7) The employee is required to authorize the City's Human Resources Department their status with the psychologist including: status regarding their ability to return to work; additional care or treatment that is considered necessary; timeframes regarding the care expected or needed necessitating absence from the workplace; and status updates that provide a depiction of the employees ability and competency to complete their position's requirements, attendance.
- (8) If an employee wants to contest a denied mental health leave request, they may do so in writing to the Director of Human Resources within 3 business days of receiving the denial. They may appeal the decision of the Director of Human Resources to the City Manager in writing within 3 business days of receiving the denial. The decision of the City Manager shall be final.
- (9) Once the employee's mental health leave allotment under this policy has been exhausted, additional leave outside of this policy may be available through FMLA, which may be paid or unpaid as dictated by the City's FMLA policy and the employee's accrued leave balances.

(d) Anonymity

- (1) The memorandum submission will only be sent to the employee's department or division head and the Director of Human Resources, in order to maintain anonymity for the employee.
- (2) Memorandum submission will only be used in order to process the employee's request, including: leave request review, medical professional assistance, and other items pertaining to the review and execution of mental health leave for peace officers.
- (3) Status of the employee, if mental health leave is granted, will only be conveyed to necessary members of the Human Resources Department for processing, the employee's department or division head, and the City Manager.
- (4) Approved leave and the nature of the requested leave will not be reflected, expressed, or conveyed to employees, outside of those individuals listed above, except as necessary in order to process the claim.

- (5) Use of mental health leave by an individual will be kept confidential to the extent possible with only those on a need-to-know basis.

106.12 Public Safety Paid Quarantine Leave

- (a) Purpose: To provide paid quarantine leave to the City's Public Safety employees as required by and in accordance with Texas Local Government Code, §180.008. The City provides paid quarantine leave for all employees who are certified and employed by the City as a firefighter, police officer, paramedic, and/or certified EMT (together "Public Safety employees") in accordance with state law and this policy.
- (b) Eligibility. Paid quarantine leave will be provided to Public Safety employees when they are ordered by their supervisor (through the chain of command) or the City's Health Authority (Collin County) to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty. Paid leave for scheduled work time missed due to quarantine will be provided for the duration of the quarantine period.
- (c) The City's Health Authority. Collin County is the City's Health Authority and will determine when a threat of a highly communicable or a life-endangering disease is immediately present and may release quarantine orders or protocols for Public Safety employees to follow. If this occurs, Department supervisors will confer with the HR Director to allow for the use of paid quarantine leave based on the health authority's orders/protocols for appropriately dealing with the disease and/or prevention of community spread. Public Safety employees will be released from quarantine leave based on guidance from the local health authority.
- (d) Required Notification by Employees. You must immediately notify your supervisor (or next in line in your chain of command if your immediate supervisor is unavailable) and the HR Director:
- (1) Of any known or possible on duty exposure to a communicable disease.
 - (2) If you test positive for a communicable disease (you must provide your test results).
- (e) Benefits While on Leave. Employees on paid quarantine leave continue their eligibility for all employment benefits and compensation, including leave accruals, pension benefits, and group health insurance coverage for the duration of the leave. While on paid quarantine leave, the employee's paid leave balances will not be reduced.
- (f) Reimbursement for Expenses. When applicable, employees ordered to quarantine may be eligible for reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation costs. Employees must obtain written approval for reimbursement from their Department Head and the HR Director prior to incurring quarantine expenses. Timely submission of receipts and other appropriate documentation of expenses is required. See City's Travel & Expense Reimbursement Policy for additional information on meal reimbursement, allowable and non-allowable expenses, etc.
- (g) Lodging During Quarantine. It is expected that most employees will stay at their primary residence (i.e., the employee's home address on file with HR) during quarantine leave. If an employee is unable to effectively distance from other household members at their primary residence and they want to quarantine elsewhere they may, with proper authorization, elect to stay at either of the following locations:

- (h) A hotel in McKinney (or other location) that the City has arranged to provide accommodations for City employees ordered to quarantine, or
- (i) Another location available to the employee where distancing can be maintained, e.g., a second home or RV.
- (j) You must obtain written permission from both your Department Head and the HR Director if you choose to quarantine away from your primary residence.
- (k) Expectations During Quarantine. During quarantine, employees are expected to restrict their activities and limit actions that may put them in contact with others. This means that while necessary trips to a testing facility, doctor, or other health care provider are permissible, other activities and/or travel away from your approved quarantine location are prohibited. You must obtain written permission from both your Department Head and the HR Director if you want to quarantine away from your primary residence or if you want to travel away from your approved quarantine location. Additional expectations:
 - (1) Stay at home (or at other approved location). Only leave to get needed medical care or to be tested.
 - (2) If staying at home or other shared areas, separate from others (unless they are also in quarantine).
 - a. Stay in a separate room from other household members, if possible.
 - b. Use a separate bathroom, if possible.
 - c. Avoid common areas, contact with other household members, and pets.
 - d. Do not make or serve food to others. If you are the sole caregiver and must prepare and/or serve food to others, wear a mask and wash your hand frequently.
 - e. Don't share personal household items, like cups, towels, and utensils.
 - f. Do not allow non-essential visitors.
 - g. If you must be in the same room with someone else:
 - i. Everyone should wear a mask.
 - ii. Keep 6 feet away.
 - iii. Open windows or use a fan or air conditioner in shared spaces.
 - iv. If sharing a bathroom, disinfect after use.
 - (3) Monitor your symptoms and your health. Take care of yourself. Get rest and stay hydrated. Seek medical care when needed, but call first except in an emergency.
 - (4) When getting medical care or traveling to a testing location:
 - a. Avoid public transportation, ride-sharing, and taxis.
 - b. Use a private car if possible.
 - c. If you cannot drive yourself, keep as much distance between yourself and the driver and keep the windows down.
 - d. Have others shop for food and other necessities.
 - (5) If you do not have someone to help you, arrange for food and other supplies to be left at your door.
 - (6) Use common sense and take steps to prevent others from getting infected.
- (l) Public Safety employees are required to use appropriate PPE as set out in their Department's internal directives, policies, and procedures in order to reduce the risk of a possible exposure to COVID-19. Employees with a possible or known exposure to COVID-19 will be tested in accordance with Collin County's testing orders/protocols for Public Safety employees. If you test positive for COVID-19, HR will notify the City's workers' compensation provider. (The absence may also be designated as FMLA.) Normally, the quarantine period

for COVID-19 is 10 days; if, however, you test positive for COVID-19, the quarantine period may be extended in increments of 3 days to allow for additional testing. Employees must submit to all testing required by the City. (Note: The City's COVID-19 testing and quarantine requirements are subject to change without a formal amendment to this policy.)

- (m) During quarantine, employees who have the ability to work from home (or other approved quarantine location) based on their job duties may be required to do so.
- (n) Employees must timely provide documentation requested by the City in support of their need for leave, including but not limited to test results and proof of an order to quarantine.
- (o) Violation of quarantine expectations and other requirements of this policy will likely result in disciplinary action, up to and including termination of employment. Violations may also result in the employee being denied paid leave and/or other benefits provided in this policy.

City of Anna

Personnel Policy Manual

Section 107. Family Medical Leave

107.1 Definitions

The City will provide Family Medical Leave in accordance the terms and conditions prescribed by state and federal law and these policies. The following definitions are provided for ease of reference and employees should refer to the Family Medical Leave Act ("FMLA") for more complete or updated information. If the following definitions conflict with the definitions set forth in the FMLA, the definitions in the FMLA shall control to the extent of the conflict.

- (a) Child. A biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis. The child must be under 18 years of age, or 18 years of age or older, but incapable of self-care because of a mental or physical disability.
- (b) Covered Servicemember.
 - (1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
 - (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- (c) Eligible Family Member. An Eligible Employee's child, stepchild, parent, stepparent and spouse. The term "parent" does not include a parent "in-law."
- (d) Health Care Provider.
 - (1) Includes doctor of medicine or osteopathy, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse-midwife, clinical social worker, Christian Science practitioners (if listed with the First Church of Christ, Scientist in Boston, Massachusetts), and any health care provider recognized by the City or City's group health plan benefits manager. These health care providers must be authorized to practice in the state in which the provider practices and be performing within the scope of their practice as defined under state or federal law.
 - (2) This term also includes a health care provider listed above who practices in a country other than the United States and who is authorized to practice under the laws of that country.
- (e) Outpatient status. The status of a member of the Armed Forces assigned to:
 - (1) a military medical treatment facility as an outpatient; or

- (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- (f) Serious Health Condition. Includes an illness, injury, impairment, or physical or mental condition that involves any of the following:
 - (1) Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility;
 - (2) A period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider;
 - (3) Any period of incapacity due to pregnancy, or for prenatal care;
 - (4) Any period of incapacity (or treatment therefore) due to a chronic serious health condition;
 - (5) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective; or
 - (6) Any absences to receive multiple treatments (including any period of recovery therefrom) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated.
- (g) Serious injury or illness.
 - (1) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - (2) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period described in subsection (b)(2), above, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

107.2 Eligibility

- (a) Subject to subsection (h), below, and only to the extent that an employee is an "eligible employee" under this section 107 and under 29 U.S.C. § 2611 (Family Medical Leave Act), the City will provide up to twelve weeks of unpaid leave in a twelve-month period. This benefit will be offered to eligible employees for the following reasons:
 - (1) Birth of a child;

- (2) Upon placement with the employee of a child for adoption or foster care;
 - (3) Care of an eligible family member;
 - (4) The employee's own serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - (5) Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty in the U.S. National Guard or Reserves in support of a contingency operation. A list of qualifying exigencies is available from the U.S. Department of Labor (Wage and Hour Division); and
 - (6) Any other reason if required under federal law.
- (b) Time taken under (a)(1) or (a)(2) must be completed within twelve months of the occurrence.
- (c) An employee who is the spouse, child, parent, or next of kin of a covered servicemember with a serious injury or illness may be eligible for up to 26 work weeks of unpaid leave during a 12-month period to care for that servicemember (Military Caregiver Leave). Employees who need further information on this type of leave should contact the U.S. Department of Labor (Wage and Hour Division).
- (d) Employees must have worked for the City at least twelve months and must have worked for the City at least 1,250 hours during the twelve months prior to the request for leave under the FMLA. In determining whether or not an employee has worked for the City for the required twelve months, all time worked for the City will be counted (even if in nonconsecutive periods). In determining the amount of leave available to an employee, the City will consider any leave under the FMLA taken in the twelve (12) months prior to the date the requested leave is to begin.
- (e) If both the employee and the employee's spouse are employed by the City, family leave may be limited to a total of 12 workweeks combined if the reason for FMLA leave is for: birth and care of a child; for the placement of child for adoption or foster care, and to care for the newly placed child; or to care for an employee's parent who has a serious health condition. As an example of how this limitation may work, during a 12-month designated period, the married couple took 12 weeks combined (mother/wife took 10 weeks, father/husband took 2 weeks) for the birth and care of the newborn child. The mother/wife would have two workweeks of FMLA leave to care for her own serious health condition or that of her or child or spouse. The father/husband would have remaining 10 weeks of leave to care for his own serious health condition or that of his spouse or child. Since this married couple used 12 workweeks of FMLA leave for the birth and care of the newborn child, no additional FMLA leave may be taken to care for the parent with a serious health condition by either spouse in the remaining 12 months.
- (f) Most employees taking leave under the FMLA will be allowed to return to the same or equivalent position upon returning to work. Certain salaried employees meeting the FMLA definition of "key" employees may be denied reinstatement to employment when the City believes it would cause substantial and grievous economic injury to its operations. If any "key" employee is to be denied reinstatement, the City will provide the employee with written

notice of: his/her status as a “key” employee and the reasons for denying job restoration. In such circumstances, the “key” employee will be provided a reasonable opportunity to return to work after provision of the notice.

- (g) Any employee taking family and medical leave due to their own serious health condition may be required to provide a completed Notice of Intent to Return from Leave form (refer to Appendix A-6).
- (h) Exclusion. Notwithstanding any other provision in this Manual, an employee is not eligible for FMLA leave if employed at a worksite at which the City employs less than 50 employees if the total number of employees employed by the City within 75 miles of that worksite is less than 50.

107.3 Continuation of Medical Benefits

- (a) While the employee is on family medical leave, the City will continue to provide the employee with health benefits. These benefits will be provided to the employee under the same conditions as if the employee was actively working. The employee must continue to pay applicable premiums, co-payments, deductibles and other out-of-pocket expenses (including premiums for dependent coverage, if any).
- (b) Any employee taking leave under the FMLA must work with Human Resources to determine a written schedule for paying insurance benefit premiums. The meeting shall take place prior to the employee taking family medical leave. When an employee is placed on unpaid leave under the FMLA, the City will continue eligible employees’ health care benefits including medical benefits. During the period of unpaid leave, the employee receives the same benefits and has the same payment obligations as employees who are working. This means that employees on unpaid leave must make arrangements with the Human Resources Department to continue paying the employee share of premiums, if any. A 30-day grace period for payment of premiums will be provided before coverage is affected.
- (c) An employee who is on unpaid leave under the FMLA and chooses not to pay, or agrees but fails to pay, insurance premiums, shall have insurance benefits cancelled for non-payment of insurance premium. An employee whose insurance benefits are cancelled (due to non-payment of premium) shall, upon returning to work (full-time), have insurance benefits restored as if there was no break in coverage. Insurance benefits for the employee will be restored without the employee having to meet any qualifications, take a physical examination or satisfy pre-existing conditions.
- (d) The City will cease to make health benefit payments if and when an employee informs the employer of any intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is exhausted. The City may, at its option, cease to make health benefit payments on behalf of an employee if the employee’s premium payment is more than 30 days late. If the City anticipates terminating health benefit payments on this basis, the employee will receive written notice advising that coverage will cease if payment is not received at least 15 days in advance of the City’s cessation of health benefit payments.

- (e) The City may require any employee who fails to return to work after using family medical leave to reimburse the City for any insurance premiums paid by the City to maintain the employee's dependent health coverage.

107.4 Notification

- (a) Employees are required to give 30 days' notice (when possible) to Human Resources of the intent to take leave under the FMLA. If 30-day notice is not possible, notice should be provided immediately upon a determination of need. Employees should provide at least verbal notice within two business days of learning of the need to take FMLA leave. The employee must provide sufficient information to make the City aware of the need for FMLA leave and the anticipated timing and duration of the leave. If an employee seeks leave for an FMLA-qualifying reason for which the employer has previously provided the employee with FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.
- (b) If the City determines that leave is being taken for an FMLA-qualifying reason, it shall notify the employee that the leave is designated and will be counted as FMLA leave. Such notice will be in writing and generally provided within five business days of the determination.

107.5 Medical Certification

- (a) Any employee requesting family medical leave for a serious health condition of the employee or of an eligible family member shall provide a completed Certification of Health Care Provider for Employee's Serious Health Condition or a completed Certification of Health Care Provider for Family Member's Serious Health Condition (refer to Appendix A-7 or Appendix A-7.1, as applicable). Employees have at least 15 calendar days of the request for FMLA leave, but not more than 20 calendar days to obtain and submit to the Human Resource Administrator the required medical certification. The certification form must be completed by the patient's health care provider(s) and must contain at least the following:
 - (1) Date condition began;
 - (2) Probably duration of condition;
 - (3) Appropriate medical facts about the condition; and
 - (4) Statement that the employee is needed to care for the ill family member or, in the case of their own illness, is unable to perform their job
- (b) The City may require a second opinion from a health care provider of its choice at its own expense. If the opinions of the two health care providers conflict, the City may require, at its expense, a third medical opinion from a health care provider mutually agreed upon by the employee and the City. The third opinion shall be considered final and binding on both the employee and the City.
- (c) The City will not require a second or third opinion of certification, or require recertification, of a covered servicemember's serious injury or illness, or of a qualifying exigency. The City may, at its option, contact the individual or entity named in a certification of leave for a qualifying exigency for purposes of verifying the existence and nature of the meeting.

- (d) To protect the employee's privacy, the certifications will be treated as confidential medical records and will be disclosed on a strict need-to-know basis.

107.6 Reduced Work Schedule

- (a) Any employee placed on a reduced/intermittent work schedule while on leave under the FMLA must provide Human Resources with a completed certification form (refer to Appendix A-7). The medical certification must be completed by the patient's health care provider. The form shall state that intermittent leave is medically necessary and must specify the approximate length of time the employee will be on a modified work schedule.
- (b) When an employee requests intermittent leave or a reduced work schedule, the employee may be temporarily transferred to alternative positions with equivalent pay and benefits. The purpose of the transfer is to better accommodate recurring leave periods.

107.7 Use of Paid Leave

- (a) Accrued sick leave, vacation leave, or other accrued paid leave must be used concurrently with unpaid leave under the FMLA (administrative leave without pay); provided, however, that sick leave shall not be used concurrently with unpaid leave under FMLA in any situation where sick leave is not authorized by the City's personnel policies including without limitation Section 106.03(b) or when an employee fails to provide the proof and/or certificate that may be required under Section 106.03(i). If the City substitutes paid leave for unpaid FMLA leave, it may be counted against the 12-week FMLA entitlement if the employee is notified of the designation when the substitution begins.
- (b) In the case of family and medical leave, the Department Head shall send notification to the employee, with a copy to the Human Resources Administrator designating the time off as leave under the FMLA.

107.8 Parties' Responsibilities

- (a) Employee.
 - (1) Notify the City of any needed leave required due to a Serious Health Condition. If the employee fails to notify the City of the reason for leave, the leave may only be retroactively designated as FMLA leave if the City is notified of the designation while the leave is in progress or within two business days of the employee's return to work. However, retroactive designation is not available if the employee's failure to notify the City of the reason for leave resulted in the employee's separation of employment from the City under circumstances in which the City had no actual notice that the leave was required for a Serious Health Condition.
 - (2) Employee on leave under the FMLA may be required to report their medical status and/or intent to return to work or expected date of return to their Department Head at least every two weeks.
 - (3) Other responsibilities as set forth in this Section 107.
- (b) Department Head.
 - (1) Requesting leave under the FMLA and designating the same is a process that

requires interaction by the employee and Human Resources. Because employees may not always use the specific terms “leave under the FMLA” or “family and medical leave,” upon the employee’s request for leave, it is the responsibility of the employee to discuss the reason(s) for the leave and Human Resources to determine whether they meet FMLA guidelines. As soon as possible, the employee shall inform Human Resources of a need to take leave under the FMLA an Application for Family and Medical Leave shall be completed (refer to Appendix A-8). Human Resources should review the circumstances of the leave to determine if it should be considered family medical leave.

- (2) At the time an employee begins taking leave that would qualify as family medical leave, Human Resources will notify the employee and the Department Head in writing, that the leave will be treated as leave under the FMLA. The Department Head (or designee) shall record when the leave began and how long it is expected to last.
 - (3) It is the responsibility of the Department Head (or designee) to ensure FMLA leave is properly coded in the Time and Attendance software, including if an employee requests leave for family and medical purposes that necessitates time off without pay (i.e., all applicable accrued paid time has been exhausted). This will document that the total amount of leave under the FMLA (unpaid in addition to paid) does not exceed the 12-week maximum.
- (c) The City. The City, as employer, shall not use the taking of FMLA leave as a negative factor in employment actions such as hiring, promotions, or disciplinary actions. The City will not count FMLA leave under any “no fault” attendance policy currently in place or which may be enacted in the future.

107.9 Coordination with Workers’ Compensation Benefits

In those cases where the employee is eligible for leave for a serious health condition which qualifies under both the FMLA and Workers’ Compensation (WC), these benefits shall automatically run concurrent. This coordination shall occur in circumstances such as when an employee sustains a serious work related injury resulting in hospitalization, or misses more than three workdays (in excess of 4 hours a day) due to a compensable work related injury. Coordination shall occur as follows:

- (1) Notification Procedure. The injured employee must submit a completed incident report to the Human Resources Department. This report shall be submitted within 24 hours and will serve as official notification to Human Resources that an incident has occurred. Upon receiving the completed incident report Human Resources shall notify the employee’s Department Head of a qualifying WC claim and will designate the employee’s lost time as leave under the FMLA (if applicable). If such injury is designated as leave under the FMLA the Department Head shall notify the employee in writing within two business days of such designation. The time of absence will be deducted from the employee’s available family and medical leave.
- (2) Light Duty Position. The City may not require employees who are using leave under the FMLA and WC leave concurrently to accept a light duty position recommended by the physician treating the employee for the WC injury if the employee is still eligible for and wants to utilize any leave under the FMLA. However, an employee who declines the City’s offer for light duty work will lose their right to collect WC benefits. Once WC benefits cease, the City will require the employee to use accrued paid leave

(e.g. vacation, sick, etc.) before unpaid leave may be used.

- (3) Payment of Workers' Compensation Benefits. At no time shall any employee be allowed to collect Workers' Compensation benefits and sick/vacation leave benefits equal to more than 100% of employee's normal rate of pay.

107.10 Temporary Replacements

If, due to business necessity, the department needs to fill the position during the leave period, authorization may be requested from the City Manager for the hiring of a temporary employee.

107.11 Incapacity to Work

1. After twelve weeks of continuous absence and/or inability to perform the essential functions of his/her position, an employee may request an ADAAA (American with Disabilities Act Amendments Act) accommodation with Human Resources for review. If it is determined that a reasonable accommodation under ADAAA cannot be granted due to the cause of undue hardship on City operations or other lawful reasons, then the employee may be separated from employment with the City.
2. In the event FMLA leave exhausts twelve work weeks, and the employee remains incapable of returning to work in a full or limited capacity, he/she may request an additional period of leave. Each request will be reviewed on a case-by-case basis for approval by Human Resources and the City Manager (or designee).
3. Contact the Human Resources Department for guidance as soon as it becomes apparent that an FMLA leave may expire (after twelve work weeks).

City of Anna

Personnel Policy Manual

Section 108. Employee Communications Policy

108.1 Open Communication/Open Door

- (a) It is the City's goal to maintain approachable, open-minded, two-way communication at all levels between all City employees and to improve the quality and efficiency of City services. All employees are encouraged to participate in a free and uninhibited exchange of questions, suggestions and information which may improve municipal service, safety, employee performance and morale, efficiency, cost effectiveness, effective maintenance or public relations: anything that will enable us to do a better job.
- (b) Employees are strongly urged to first discuss the issue of concern with their immediate supervisor; however, when unusual circumstances merit departure of the normal chain of command, employees may contact anyone in the City administration structure, including the City Manager, to answer their questions or concerns.

108.2 Privacy Expectations

- (a) All employees are responsible for maintaining a level of confidentiality that will preserve an environment that supports sincerity, honesty, and ethical behavior. City employees shall not use their position to secure official information about any person or entity for any purpose other than the performance of official responsibilities. Additionally, a City employee shall not intentionally or knowingly disclose any Confidential Government Information gained by reason of the employee's position.
- (b) Subsection (a) does not prohibit:
 - (1) the reporting of illegal or unethical conduct to authorities designated by law; or
 - (2) any disclosure, not otherwise prohibited by law, in furtherance of public safety.
- (c) "Confidential Government Information" as used in this section includes:
 - (1) all information held by the City that is not available to the public under the Texas Public Information Act;
 - (2) all information held by the City that is available to certain persons based only on the person's special right of access as applies under the Texas Public Information Act;
 - (3) any information from a meeting closed to the public pursuant to the Texas Open Meetings Act; and
 - (4) any information protected by client-attorney privilege, attorney work product, or other applicable legal privilege.

- (d) As City employees supported by public funds, employees should not expect privacy in their work facilities, workstations, and/or anything that belongs to the City used to produce that work.
- (e) If an employee has questions about whether certain information is considered confidential, please contact your superior or the Director of Human Resources.

108.3 Telephone Usage

If requested, department heads shall be responsible for producing logs of long distance telephone calls and for assuring that they are only made for necessary City business. Telephones should be answered promptly and courteously. Personal calls shall be limited so as to not interfere with City business.

108.3.1 Personal Use of City Provided Cell Phones

- (a) Employees are responsible for exercising good judgment regarding the reasonableness of personal use. City cell phones are to be used for City business. (Occasional personal use is permitted as long as it does not exceed the total monthly allocation.) Employees are subject to the rules set forth below in Section 108.03.3 when using City cell phones for personal use.
- (b) When personal calls cause the monthly plan minutes to be exceeded, employees shall reimburse the City for the total amount in excess of the normal monthly bill.
- (c) The smallest cell phone plan available that accommodates the business needs shall be utilized at all times. If the business needs of the employee require a cell phone contract based on unlimited monthly use, the employee is required to reimburse the City for monthly personal calls. The reimbursement rate will be 20% of the total monthly bill.

108.3.2 Cell Phone Issuance

- (a) Issuance of a city cell phone must have the approval of the City Manager or his/her designee. City positions will be evaluated on a case-by-case basis by the City Manager's office and department directors. If a city position has been approved for issuance of a city cell phone the city equipment will be supplied by the Information Technology Director.
- (c) Employees are advised that records related to calls made on city issued cell phones are public information. Information related to telephone numbers called, time and date, and length of calls ordinarily may be obtained through the Open Records Act except in narrowly defined circumstances. Employees are advised and should be aware of the fact that cellular calls are not secure and can be monitored. It is a crime for a third party to intentionally monitor cellular phone conversations without the consent of one of the parties to the conversation. A party to the conversation can legally monitor or record the conversation.

108.3.3 Use of Personal Cell Phones

- (a) The City recognizes that many employees have cell phones that they bring to work. Cell phones may belong to the employee or be provided for the employee's use by the City, as set forth in Section 108.03.1 and 108.03.2. The use of an employee's personal cell phone—including but not limited to cell phones with functions such as cameras and video and audio recorders—at work must not interfere with job duties or performance. Employees must not allow cell phone use to become disruptive or interfere with their own or a co-worker's job performance. Use of personal cell phones should not be used in areas that are accessible to the public, such as the front desk, or in the presence of a customer. An employee may not photograph or otherwise record any event or situation that would constitute confidential information, as that term is defined in Section 101.01.1, without obtaining the advance permission from the employee's department head or the City Manager. An employee may not photograph or otherwise record any activity or event during work hours, without obtaining the advance permission from the employee's department head or the City Manager, unless the employee's work assignments include duties that would require taking photographs or recordings in the performance of their official responsibilities, in which case any such photographs or recordings are the property of the City.
- (b) Cell phone use that violates any City policy, including but not limited to the policy on sexual and other unlawful harassment, will be subject to disciplinary action, up to and including termination.

108.4 Electronic Communications Policy ¹

(a) Generally.

- (1) The City may provide computer networks, intranet and internet access, email, telephones, pagers, digital cameras, voice mail, and fax communication systems for use by City employees in the performance of their job duties. These communication devices are referred to collectively in this policy as "electronic communications systems" or "systems."
- (2) The City systems are designed to support and enhance the communication, research and information capabilities of City employees and to encourage work-related communication and sharing of information resources within the City. This policy governs user behavior pertaining to access and usage of the City's electronic communications systems and, to a certain degree, use of employee's personal computers or electronic communications devices used during performance of City business.

¹ Notwithstanding any provision of this Manual to the contrary, this Electronic Communications Policy shall not apply to employees, including peace officers, to the extent that applying the policy would effectively: (1) require the employee to disclose information that is made confidential by law to a person who is not authorized to receive same; (2) interfere with a peace officer's lawful attempts to enforce the law or to investigate, detect or prevent criminal activity; or (3) otherwise violate an applicable state or federal law or regulation. If an employee has any questions about the applicability of this policy, they should consult with their supervisor, their department head, or the Human Resources Director. See also Section 116.02 of this Manual.

- (3) This policy applies to all City employees, contractors, volunteers and other representatives of the City who use the City systems. The City systems must be used in a professional, responsible, efficient, ethical and legal manner and in a manner that does not unreasonably disrupt the working environment.
 - (4) The City owns the rights to all data and files stored in the City's electronic communications systems to the extent that such rights are not superseded by applicable laws relating to intellectual property.
- (b) Employee Consent. By accepting employment with the City, employees expressly consent to the collecting, reading, cataloguing, or other monitoring of electronic communications stored on the City's electronic communications systems, regardless of whether the City systems are being used for City business or non-City business. Employees who wish to maintain their right to confidentiality or a disclosure privilege must send or receive such information using some means other than City systems or the City-provided Internet access.
- (c) Acceptable Use.
- (1) Acceptable uses of the City's systems are limited to those activities that support reference, research, internal/external communication and conducting City business in line with the user's job responsibilities, subject to the exception set forth in the following paragraph (2). Employees who use the systems are encouraged to develop uses which meet their individual job-related needs and which take advantage of the City's electronic communications systems. The City prohibits connection to sites or forwarding of information that contain materials that may be offensive to others including, but not limited to, sites or information containing sexually explicit material.
 - (2) Users must understand that use of the City's electronic communications systems is a privilege. Minimal personal use of the internet or email and other electronic communications systems is allowed under this policy as long as such use is not excessive, does not impede job performance or the performance of City business, and does not result in any unauthorized expenses or charges to the City. The City is not responsible for personal communications sent or received on City systems, or for maintaining the confidentiality of such communications.
 - (3) The City reserves the right to monitor employee email and internet usage stored on the City's electronic communications systems, including the right to monitor electronic mail messages (including personal/private/instant messaging and text message systems) and their content, as well as any and all use by employees of the internet and computer equipment used to create, view, or access email and Internet content where such content is stored on the City's electronic communications systems.
- (d) Prohibited Uses and Rules Governing City Systems include:
- (1) The use of video, audio, image, storage, etc. can put a strain on the available resources of the City systems and bandwidth. The City reserves the right to prohibit or limit any bandwidth limiting activities. The City also reserves the right to require a review of any usage that is discovered to have strained the City's resources. Employees found to violate this policy will be subject to the disciplinary process.

- (2) Distributing or otherwise using profanity, obscenity, or other language or content which may be offensive or harassing to other coworkers or third parties.
- (3) Accessing, displaying, downloading, or distributing sexually explicit material.
- (4) Accessing, displaying, downloading, or distributing profane, obscene, harassing, offensive or unprofessional messages or content.
- (5) Copying, use, distribution, or downloading commercial software onto City systems in violation applicable licensing agreements or of copyright law.
- (6) Using City systems for financial gain or for any commercial activity unrelated to City business.
- (7) Using City systems in such a manner as to create a security breach of the City systems or network.
- (8) Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks or content regarding race, religion, color, sex, national origin, age, disability, physical attributes, or sexual preferences.
- (9) Transmitting or sharing information regarding a coworker's health status without his/her permission.
- (10) Expressing opinions or personal views that could be misconstrued as being those of the City.
- (11) Expressing opinions or personal views regarding management of the City or other political views that are unreasonably disruptive to the work environment.
- (12) Using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.
- (13) Playing games or gambling.
- (14) Initiating, propagating, forwarding, or recklessly handling of chain e-mail, unsolicited advertising materials, or other "spam."
- (15) Tampering with, or alterations to, electronic mail messages without the sender's permission; including but not limited to placement of unauthorized attachments or content on another's electronic mail message or computer equipment.
- (16) Unauthorized access to or hacking into City systems.

(e) Responsibility.

- (1) All users that are issued access to City systems and accounts are responsible at all times for its proper use, regardless of the user's location. The City provides and maintains these systems are designed to assist in the conduct of City business. All transmissions created, sent, received, retrieved or accessed and that are stored on

City systems are considered property of the City and may be subject to disclosure as public information. Every employee has the responsibility to maintain and enhance the City's public image with the proper use of City systems in a professional and productive manner.

- (2) Employees may only use software approved or provided by the City. Additionally, the software must be installed in compliance with procedures as established by the City Manager and the technology department head. To prevent computer viruses, there will be no unauthorized downloading of any software. Each City employee is responsible for his or her computer files and for seeing that the following precautions are in place to limit the City's possible exposure and damage from computer viruses as follows:
 - (i) Virus detection software has been purchased by the City and installed on all computers and the servers. The virus detection application will be set to automatically scan the computer and scan any hard disks and any removable media (e.g. CD, DVD, flash drive, external storage drive, etc.) and all of the files on such devices to be read, moved, or copied onto the City-assigned computer.
 - (ii) No employee shall disrupt, "turn-off" or tamper with the City-assigned computer virus detection application.
 - (iii) Any employee who identifies a virus or a problem with or absence of the virus detection software on a City-assigned computer or anywhere else on the City's system shall immediately notify his or her supervisor and the finance department.
 - (iv) City employees shall make every effort not to read, move or copy files from any removable media received from an unknown source.
 - (v) City employees shall make every effort not to read, move or copy files from any removable media that has not been professionally recorded unless the source of the media is well-known and reasonably trustworthy and the content of the media is believed to be solely related to City business or City functions.
 - (3) All computer files that are required to be maintained by the City shall be stored or saved to a network drive on the City system and backed up on a regular schedule via the chosen method and network backup software.
 - (4) The City reserves the right to change policies as it relates to the City's electronic communications systems and its use at any time and as may be required by changing circumstances. It is therefore the responsibility of all employees to ensure full knowledge of the City systems use policies. Violations of the policy and its guidelines may result in the loss of use privileges and disciplinary action, up to and including termination.
- (f) No Right of Privacy/Monitoring.

- (1) All passwords used for any City systems are to be on file with the network administrator designated by the City Manager. These will be kept confidential and only used for security or investigative purposes.
- (2) Users of City systems may not assume they are provided any degree of anonymity and employees have no right to privacy with regard to such systems. Personal passwords are not an assurance of confidentiality. The Internet itself is not secure. To ensure proper use of City systems, the City will monitor same.
- (3) The City may use software in City systems that allows monitoring by authorized personnel or programs and that creates and stores copies of any messages, files, or other information that is entered into, received by, sent, or viewed on such systems. Accordingly, employees should assume that whatever they do, type, enter, send, receive, and view on City systems is electronically stored and subject to inspection, monitoring, evaluation, and City use at any time. Further, to the extent permitted under applicable law, employees who use City systems and Internet access to send or receive files or other data that would otherwise be subject to any kind of confidentiality or disclosure privilege waive whatever right they may have to assert such confidentiality or privilege from disclosure as a term and condition of City employment.
- (4) The City Manager or their designee reserves and intends to exercise the right to review, audit, intercept, access and disclose all transmissions created, received, sent, retrieved or accessed on the City systems to assure that the City's resources are devoted to maintaining the highest levels of productivity, as well as proper use and compliance with this policy. The City systems may be checked periodically for business reasons, without permission from the employee in each instance, and the employee, as a term and condition of employment with the City, hereby fully consents to any and all such periodic checks.
- (g) Filtering. The City may use software to filter Internet and instant message content for all employees. This software may prevent access to informational content or reduce said access. Unauthorized modifications or workarounds as relates to such filters are prohibited.
- (h) Copyright Restrictions. Any software or other material, including music, downloaded to City systems may be used only in ways consistent with the licenses and copyrights of the vendor, author or owner of the material. Prior written authorization from a department head is required before introducing any software into the City systems. Employees may not download entertainment software, games or any other software unrelated to their work.
- (i) Public Information. Employees are advised that any data or electronic information could be subject to release in accordance with the Public Information Act of the State of Texas. Employees must take appropriate measures to keep their private information secure.

108.4.1 Social Media Policy

- (a) Policy Statement. Whether or not an employee chooses to create or participate in a blog, wiki, online social network or any other form of online publishing or discussion is his or her own decision. However, the City recognizes that emerging online collaboration platforms are fundamentally changing the way individuals and organizations communicate, and this

policy is designed to implement policy and offer practical guidance for responsible, constructive communications via social media channels for employees.

The same principles and guidelines that apply to the activities of employees in general, as found in this Manual, apply to employee activities in social media channels and any other form of online publishing.

In general, what an employee does with respect to social media on their own time is their own business. However, activities in or outside of work that affect your job performance, the performance of others, or the City's governmental functions are a proper focus for City policy.

(b) Definitions.

- (1) *Social Media Channels* - Blogs, micro-blogs, wikis, social networks, social bookmarking services, user rating services and any other online collaboration, sharing or publishing platform, whether accessed through the web, a mobile device, text messaging, email or any other existing or emerging communications platform.
- (2) *Social Media Account* – A personalized presence inside a social networking channel, initiated at will by an individual. YouTube, Twitter, Facebook and other social networking channels allow users to sign-up for their own social media account, which they can use to collaborate, interact and share content and status updates. When a user communicates through a social media account, their disclosures are attributed to their User Profile.
- (3) *Social Media Disclosures* - Blog posts, blog comments, status updates, text messages, posts via email, images, audio recordings, video recordings or any other information made available through a social media channel. Social media disclosures are the actual communications a user distributes through a social media channel, usually by means of their social media account.
- (4) *External vs. Internal Social Media Channels* – External social media channels are social media services that do not reside at a domain. Internal social media channels are located at a City-owned domain, require a password to access and are only visible to employees and other approved individuals.
- (5) *User Profile* – Social Media Account holders customize their User Profile within a Social Media Channel with specific information about themselves which can be made available others users.
- (6) *Copyrights* – Copyrights protect the right of an author to control the reproduction and use of any creative expression that has been fixed in tangible form, such as literary works, graphical works, photographic works, audiovisual works, electronic works and musical works. It is illegal to reproduce and use copyrighted material through social media channels without the permission of the copyright owner.
- (7) *Controversial Issues* – Issues that form the basis of heated debate, often identified in political campaigns as wedge issues, since they provoke a strong emotional response. Examples include political views, health care reform, gun control and

abortion. Religious beliefs may also be controversial, particularly to those intolerant of beliefs different from their own.

- (8) *Official Content* – Publicly available online content created and made public by the City verified by virtue of the fact that it is accessible through the City's website.
- (9) *Tweets and Retweets* – A tweet is a 140 character social media disclosure distributed on the Twitter micro-blogging service. Retweets are tweets from one Twitter user that are redistributed by another Twitter user. Retweets are how information propagates on Twitter.

(c) Objectives.

- (1) Establish practical, reasonable and enforceable guidelines by which employees can conduct responsible, constructive social media engagement in both official and unofficial capacities.
- (2) Promote a safe environment for employees to share subject matter expertise that is not proprietary and earn management's recognition for the outstanding use of social media for business.
- (3) Prepare the City and its employees to utilize social media channels to help each other and the community that the City serves, particularly in the event of a crisis, disaster or emergency.
- (4) Protect the City and employees from violating local, state or federal rules, regulations or laws through social media channels.

(d) General Guidance.

- (1) The City trusts and expects employees to exercise personal responsibility whenever they use social media, which includes not violating the trust of those with whom they are engaging. Employees should never use social media for covert advocacy, marketing or public relations. If and when employees use social media to communicate on behalf of the City, they should clearly identify themselves as employees.
- (2) Only those officially designated can use social media to speak on behalf of the City in an official capacity, though employees may use social media to speak for themselves individually.
- (3) When an employee sees misrepresentations made about the City by media, analyst, bloggers or other social media users, employees may use their blog, social networking account, or someone else's to point that out. But an employee may only do so in an official capacity if the employee has been designated by the City Manager to do so and the employee follows the terms of this policy.
- (4) Different social media channels have proper and improper business uses. For example, members of social networks are expected to read, and when appropriate respond, to questions asked of them from another member of their social network. It is important for employees to understand what is recommended, expected and

required when they discuss work-related topics, whether at work or on their own time.

- (5) Employees are responsible for making sure that their online activities do not interfere with their ability to fulfill their job requirements or their commitments to their managers, co-workers or members of the public.
- (6) Employees may not post information to Social Media Channels during work hours without obtaining advance permission from the employee's department head or the City Manager, unless the employee's regular work assignments include duties that would require posting information to Social Media Channels as an official representative of the City in the performance of their official responsibilities, such as the City's public information officer.

(e) Disclosure and Transparency.

- (1) Since reputations are built on trust, employees are strongly requested to disclose their identity and affiliation to the City whenever discussing City or work-related topics via social media channels. Be aware of your relationship to the City in all social media disclosures. Nothing gains more notice in social media channels than honesty -- or dishonesty. If you have a vested interest in something you are discussing, be the first to acknowledge that relationship and point it out.
- (2) Comply with all laws and regulations regarding disclosure of your identity.
- (3) The City believes in transparency and honesty. Employees are encouraged to use their real name and identify that they work for the City in any social media disclosure that involves City or work-related topics. The use of pseudonyms and aliases are strongly discouraged.
- (4) If communicating on behalf of the City, never represent yourself to be anyone other than who you really are.
- (5) Whenever commenting on City or work-related topics via social media channels, employees are requested to:
 - (i) Use a method of disclosure that makes it easy for the average reader to understand their position, avoid jargon or ambiguous language and always provide a functional means by which you can be contacted in a timely manner based on the nature of your social media disclosure. Misinformation has the potential to spread quickly online and it is our intention to limit the use of technical or ambiguous language that could be misinterpreted by others. The failure to reply to legitimate questions which arise from comments made by City employees in social media channels, particularly by employees who instigated a conversation, could also result in a negative impressions of the City and its services. Employees who choose to engage in social media channels about the City or work-related topics are required to monitor their feedback and use their best judgment to respond appropriately when warranted.

- (ii) Employees may only mention the City's official policies in their social media disclosures when those policies are publicly available on the Internet, and may only do so if they include a link to that policy in their disclosure.
- (iii) If an employee chooses to share an opinion on City policy, they may do so only if they precede their social media disclosure with a disclaimer acknowledging that their personal opinion does not necessarily reflect the opinion of their employer. (See subsection (k), Disclaimers, below).
- (iv) When engaging in discussion with others on City or work-related topics via social media channels, employees should: (1) disclose their relationship to the City, and ask those they are engaging with to disclose their relationships and affiliations as well; (2) never ask someone else to make anonymous social media disclosures; (3) never use their relationship to the City exclusively for personal gain; (4) never use services or technologies for bulk-posting social media disclosures. Bulk posting of comments to blogs and social networking services is an unethical practice known as comment spam and is prohibited.
- (v) Employees are generally discouraged from engaging directly with minors via social media channels if the minor is not under the care of the employee or the engagement is not associated with some type of organizational event, activity, or program. When engaging in discussion with others on City or work-related topics via social media channels with minors, employees must have approval of a department head on the purpose and content of the interaction. Employees must always use extreme care if creating content intended to be consumed by minors.

(f) Respectfulness.

- (1) Employees should always be respectful of every individual's legal right to express their opinions, whether those opinions are complimentary or critical. The City recognizes and appreciates the rights of individuals to free speech. By respectfulness, we mean tolerance and consideration for the opinions and positions of others, whether they are in alignment or conflict with your own.
- (2) Whether officially authorized to speak on behalf of the City or not, employees may be seen by people outside of the City as representatives of our brand. Employees are encouraged to represent the core values of the City whenever they make social media disclosures about the City or work-related topics.
- (3) Employees should always strive to add value to online conversations by advancing the dialogue in a constructive, meaningful way. By adding value, employees can effectively demonstrate respectfulness to those they engage via social media channels.
- (4) Harassment, threats, intimidation, ethnic slurs, personal insults, obscenity, racial or religious intolerance and any other form of behavior prohibited in the workplace is also prohibited via social media channels.
- (5) Employees who choose to make social media disclosures about topics relevant to the City or work-related topics should always be aware that their disclosures are not

necessarily private or temporary. Social media disclosures may live online indefinitely, and employees should remember that they will be visible to a broad audience and possibly even read out of context.

- (6) Always show proper consideration when discussing religion, politics or any other controversial issues that may provoke a charged, emotional response by demonstrating tolerance and patience and always strive to show compassion for alternate points of view.

(g) Personal Privacy.

- (1) Employees have a right to their personal privacy. They have the right to keep their personal opinions, beliefs, thoughts and emotions private. Employees are prohibited from sharing anything via social media channels that could violate another employee's right to personal privacy, especially with respect to work-related topics.
- (2) Examples of social media disclosures that may compromise an employee's right to privacy include, but are not limited to, pictures, video or audio recorded and shared through social media channels without the permission of any single employee featured, the public disclosure of private facts or the disclosure of information gained through unreasonable intrusion.

(h) Confidential Information.

- (1) Effectively managing and protecting the City's confidential information is a critical responsibility of all employees. Failure to manage and protect confidential information correctly may result in legal or regulatory fines, damages to the City's reputation and lost productivity.
- (2) Externally, employees are restricted from referencing customers, partners or suppliers by name, or the confidential details of their projects, in their social media disclosures without first obtaining the permission of the City Manager.
- (3) Social media channels are not the place to conduct confidential business with co-workers, customers, partners or suppliers.
- (4) External social media channels should not be used for internal business communications among fellow employees. It is fine for employees to disagree, but please don't use your external blog or other online social media channels to air your differences publicly.
- (5) Think carefully before you make any social media disclosures. What you publish online may be available to a broad audience for a very, very long time. When in doubt, leave it out.

(i) Security.

- (1) The use of cameras or other visual or audio recording devices is prohibited at City facilities, complexes, or at City sponsored events, unless approved in advance by the City Manager or a department head.

- (2) The creation of text messages, text notes, text descriptions, emails, photographs, sketches, pictures, drawing, maps or graphical representations or explanations of City facilities or complexes is prohibited without first obtaining permission from by the City Manager or a department head.
- (3) Whether internal or external, social media communications are generally not private. Sharing of any information via social media channels that could comprise the security of any City facility or complex is prohibited.

(j) Diplomacy.

- (1) Internal social computing platforms permit a broad audience to participate, so be sensitive to who will see your social media disclosures. If someone hasn't given explicit permission for their name to be used, think carefully about how your social media disclosure could impact intangibles such as morale or productivity. Again, when in doubt, leave it out.
- (2) Don't try to settle scores or goad competitors or others into inflammatory debates. Here and in other areas of public discussion, cooperate and acknowledge that everyone is important. Never assume superiority. Always be humble. And be open to compromise, particularly when the cost of conflict outweighs the cost of losing ground.

(k) Disclaimers.

- (1) In order to protect the City's brand, the City wants to make it as easy as possible for others to be able to distinguish social media disclosures issued in an official capacity by management from those issued by employees who are not our official City spokespeople. Only those authorized to speak on behalf of the City in an official capacity do so via social media channels without including a disclaimer.
- (2) Employees who are not authorized to speak on behalf of the City in an official capacity may share their opinions or thoughts about the City and work-related topics via social media channels as long as they include a disclaimer clearly acknowledging that their personal opinions do not reflect the opinions of the City. Disclaimers do not need to be in the actual social media disclosure itself. Social media disclaimers can be stated once -- preferable in the biography or about field -- on the profile page of the social media account holder. Here are two sample social media disclaimers:
 - (i) "I work for the City of Anna and this is my personal opinion, not the City's."
 - (ii) "I am not an official spokesperson but my personal opinion is..."
- (3) If employees choose to use social media channels to distribute links to official content, they are not required to disclaim their relationship, so long as they have clearly acknowledged their relationship to the City on the profile page of the social media account or channel used to distribute the link, and preferably any other social media channels they may use to redistribute or syndicate their social media disclosures.

- (4) Any employee who chooses to use social media to publish content or engage in online conversations in an unofficial capacity without referencing links to official content are requested to feature the following disclaimer prominently on the profile page of the social media channel used to distribute the disclosure, and the profile pages on any social media channels they use to redistribute and/or syndicate those disclosures. At a minimum, the following standard disclaimer should be used: "The postings on this site are my own and don't necessarily represent the City policies, practices, customs or opinions."
- (5) This standard disclaimer does not by itself exempt employees from a special responsibility when making social media disclosures. By virtue of their position, they must consider whether the personal thoughts they publish may be misunderstood. And a department head or supervisor should assume that his or her subordinates will read what is written. Public social media channels are not the place to enforce City policy or reprimand employees.
- (6) Social media disclosures which do not mention the City or work-related topics do not need to include a disclaimer.

(l) Legal Matters.

- (1) For your protection, and the protection of the City, employees using social media channels are expected to do so without infringing on the copyrights of others. Employees are prohibited from engaging in any activities via social media channels that interferes with the copyrights of others.
- (2) For your protection, and the protection of the City, employees are prohibited from using internal or external social media channels for evaluating the performance of their co-workers.
- (3) For your protection, and the protection of the City, employees are prohibited from using internal or external social media channels to discuss confidential information, legal matters, litigation or the City's financial performance. When asked by others to discuss any of these matters, employees should relay that "our social media policy only allows authorized employees to discuss these types of matters but I can refer you to someone at the City if you'd like to ask them," and refer the question to an appropriate person designated by the City Manager.

(m) During Emergencies.

- (1) As evidenced by FEMA's adoption, social media tools are becoming increasingly important in local and incidental crisis and emergency management communications. Nevertheless, even in times of crisis, disaster or emergency, only employees with the authority to speak on behalf of the City are permitted to do so.
- (2) If an employee who is not authorized to speak on behalf of the City has valuable information that could benefit those affected by a crisis, disaster or emergency, they may share that information via social media channels, so long as they include a disclaimer and do so in accordance with the guidelines of this policy.

- (3) All employees may use social media channels to extend the reach of official communications. While only those officially designated by the City Manager are authorized to speak on behalf of the City, all employees are encouraged to share official content via social media channels, particularly during a crisis, disaster or emergency, so as long they take the time to verify that the information they are sharing is, in fact, official content. For example, before sharing a link, employees should always verify that (1) the source of the information is legitimate and (2) that the link they are sharing transits to the correct information hosted at the domain.
- (4) If an employee decides to endorse or republish someone else's social media disclosure about City or work-related topics or emergency relief information, employees must first verify that the social media disclosure they are republishing was distributed by the designated source. For example, before retweeting someone else's tweet, verify that the Twitter user cited did, in fact, distribute that tweet. There have been numerous cases where false tweets attributed to news sources were redistributed by other Twitter users, promoting misinformation and confusion.
- (n) Penalties. Failure to comply with these social media policies may result in: withdrawal, without notice, of access to information and/or information resources; disciplinary action, up to and including termination; and/or civil or criminal penalties as provided by law.
- (o) Policies and Procedures: Reference the Social Media Policies and Procedures document

108.5 Whistleblower Policy

The City is committed to upholding the requirements of all state and federal laws including the applicable Whistleblower Act(s). The City will not suspend, terminate, or otherwise materially discipline or discriminate against an employee who in good faith reports a violation of law by the City or another public employee to an appropriate law enforcement authority

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Section 109. At-Will, Discipline, Appeals and Grievances

109.1 Disciplinary Action

- (a) Generally.
 - (1) The City is an "at-will" employer and may terminate employees at any time and for any reason, with or without cause, unless expressly prohibited by law. It is the intent of the City to provide employees with a progressive discipline process designed to help an employee correct performance problems and build a renewed commitment to the City in an equitable and consistent manner.
 - (2) Discipline shall be administered without regard to race, color, religion, sex, national origin, age, disability or other non-performance related factors.

- (3) Administrative Procedures. These administrative procedures are established to provide appropriate guidelines in carrying out the policies of the City's progressive disciplinary program. The administrative procedures are intended to address general application of the principles of disciplinary actions in typical situations. It is the responsibility of each department head to determine the nature, extent, facts, and circumstances in each disciplinary action case and to use judgment under the City Manager's direction in the application of the policies and procedures in this Manual.
- (4) Disciplinary Process. There will be two different methods for disciplinary actions. One will be based upon unsatisfactory job performance. The other will be based upon improper conduct or inappropriate behavior or unsatisfactory attendance. The City Manager may be consulted at any time should a department head wish to discuss a contemplated disciplinary action.
- (5) Unsatisfactory job performance may result in one or more of the following actions:
 - (i) Oral warning.
 - (ii) Written Reprimand. (refer to Appendix A-13)
 - (iii) Performance Improvement Plan. (refer to Appendix A-10).
 - (iv) Demotion, Transfer or Dismissal.
- (6) Inappropriate conduct or unsatisfactory attendance may result in one or more of the following actions:
 - (i) Oral warning.
 - (ii) Written reprimand.
 - (iii) Pay reduction.
 - (iv) Demotion
 - (v) Suspension.
 - (vi) Dismissal.
- (7) The City Manager shall be consulted whenever a department head wishes to issue a disciplinary action other than an oral warning. The department head may change the order of the above progressive disciplinary process, and/or may choose not to utilize one or more of these steps, depending on the facts of the case. Nothing in this Section shall preclude the department head from using alternative discipline procedures where such procedures have been approved by the City Manager. While it is the ultimate decision of the department head or, as applicable, the City Manager, to determine the type of discipline, the action should be appropriate for the deficiency or infraction.
- (8) Notwithstanding any other provision of this Manual, the forms in the Appendix to this Manual are for guidance, and may be altered to appropriately address any particular

situation. Non-use of a form or use of materials that are different than the forms in the Appendix does not in any manner invalidate any otherwise valid employment action or decision.

(b) Oral Warnings.

- (1) Oral warnings should be documented by department heads and kept within the department for performance evaluation and record keeping purposes.
- (2) Oral warnings may not be appealed by employees. However, employees who disagree with the counseling action may discuss the basis of disagreement with their department heads. Should oral warnings be given to employees in written form, the employees may submit written responses/rebuttals to be attached to the oral warnings.

(c) Written Reprimands (refer to Appendix A-13).

- (1) Written reprimands shall be presented and a copy given to the employees indicating the following:
 - (i) The specific employee act(s) which demonstrated the unacceptable conduct or behavior.
 - (ii) The expected conduct or behavior.
 - (iii) That such act(s) must not be repeated.
 - (iv) That further disciplinary action will result if the employee fails to show and maintain satisfactory improvement.
 - (v) Signed acknowledgment of receipt of the written reprimand by employee.
- (2) Written reprimands may not be appealed by employees; however, employees may submit responses/rebuttals for attachment to written reprimands.
- (3) Written reprimands become a part of employees' permanent personnel files and shall be forwarded, along with any employee responses/rebuttals to the City Manager.

(d) Placement in a Performance Improvement Plan (refer to Appendix A-10).

- (1) When the job performance or behaviors of an employee falls below an acceptable standard, the department head, or City Manager, if applicable, may place the employee on a Performance Improvement Plan ("PIP"). The PIP shall consist of timely discussions between the department head and the employee with the following provided in writing:
 - (i) The specific unacceptable deficiency in the employee's performance;
 - (ii) The necessary improvement in performance;

(iii) The period of time in which improvement must occur; and

(iv) A statement that further disciplinary consequences will result if the employee fails to show and maintain satisfactory improvement.

(2) A PIP may not be appealed. Employees may, however, submit written responses/rebuttals for attachment to the PIP. The PIP and any associated response shall be maintained in the employee's personnel file in the Human Resources Department, with a copy given to the employee and one retained by the employee's department.

(e) Suspensions.

(1) Suspensions result in time off without pay. An employee may be suspended without pay for a period of not less than one day or more than 30 calendar days.

(2) Prior to issuing a suspension for a non-exempt employee, the department head must consult with the Director of Human Resources and City Manager to ensure compliance with the Fair Labor Standards Act.

(3) As notice, an employee shall be given a Notice of Disciplinary Action (Suspension) and shall have the right to respond to the department head to the alleged charges within two workdays after which the suspension becomes effective; provided, however, that the City Manager shall have discretion to dispense with the procedures outlined herein and to immediately suspend an employee with or without pay or to transfer an employee at any time and without notice if the City Manager determines that such actions are appropriate based on the conduct in question and the need to prevent disruption in the work environment.

(4) Suspensions become permanent parts of the disciplinary record maintained in the employee's permanent personnel file.

(5) Suspensions may be appealed in accordance with City policy.

(6) An employee may be suspended when under investigation for a crime or official misconduct, or is awaiting hearing or trial in a criminal matter. These suspensions shall be without pay for the duration of the investigation or proceedings when such suspension would be in the best interests of the City.

(7) Upon completion of the investigation or proceedings, the employee may be eligible to resume work under terms and conditions specified by the City Manager.

(f) Demotions. Demotions result in employees being moved into jobs with lower responsibility levels and/or lower pay rates. Pay rates after a demotion will be reviewed on a case-by-case basis.

(1) The decision to demote employees for disciplinary purposes should be written, with a copy given to the employee and the original retained in the official personnel file.

- (2) As notice, an employee shall be given a Notice of Disciplinary Action (Demotion) and shall have the right to respond to the department head to the alleged charges within two workdays before the demotion becomes effective.
- (3) Personnel Action Forms must be completed and sent to Human Resources (refer to Appendix A-4).
- (4) Demotions may be appealed in accordance with City policy.

(g) Dismissals. Dismissals result in termination of City employment.

- (1) Prior to initiating any dismissal action, the department head or designee shall confer with the Director of Human Resources and City Manager and present all relevant facts, circumstances and information, including whether the employee will be placed on administrative leave with pay or without pay pending the outcome of the proposed dismissal.
- (2) The City Manager will review the information and discuss available options and their consequences with the respective department head or designee.
- (3) It is the responsibility of the department head or designee to decide whether to initiate a dismissal and to communicate the decision to the City Manager.
- (4) As notice, an employee shall be given a Notice of Disciplinary Action (Proposed Dismissal) and shall have the right to respond to the department head to the alleged charges within two workdays before the dismissal becomes effective; provided, however, that the City Manager shall have discretion to dispense with the procedures outlined herein and to dismiss an employee at any time and without notice if the City Manager determines that such actions are appropriate based on the conduct in question and the need to prevent disruption in the work environment.
- (5) Dismissals may be appealed in accordance with City policy.

(h) Notice of Certain Proposed Disciplinary Action and Employee Response.

- (1) A department head who is considering disciplinary action shall prepare a notice of disciplinary action to the employee. For the purposes of this subsection, "disciplinary action" means suspension, demotion and/or dismissal. The Notice of Disciplinary Action should include an explanation of why the discipline is proposed, such as alleged policy violations, so the employee may adequately respond. The Notice of Proposed Disciplinary Action shall also establish a meeting time with the employee within two workdays or as soon as practicable thereafter if meeting within two workdays is not reasonably possible. The Notice must be forwarded to the City Manager and Director of Human Resources.
- (2) A regular employee who receives a Notice of Proposed Disciplinary Action may respond with any relevant facts and documentation that might affect the proposed disciplinary action. The employee's response/rebuttal must be submitted within two workdays from the date the Notice of Proposed Disciplinary Action is received by the employee. This response should be provided to the department head and forwarded to the City Manager and the Director of Human Resources.

- (3) The employee response must be presented orally during the meeting established in the Notice of Proposed Disciplinary Action. The employee may also present a response in writing as supplemental information to the meeting, or as a reasonable accommodation if oral presentation is not an option.
- (4) The City Manager will determine whether the City Attorney should be present at this meeting.
- (5) The department head will review the employee's response/rebuttal and determine within five workdays whether the basis for the proposed disciplinary action still supports a conclusion to take the proposed action. The department head shall notify the employee of the decision within five workdays of receiving the employee's response/rebuttal. If the decision of the department head is to take the proposed disciplinary action, the employee should be notified of the appeal procedure.
- (6) Whatever pay status the employee was in at the time of the proposed disciplinary action will continue until the response is completed.
- (7) Upon dismissal, the employee will receive accrued vacation in accordance with Human Resources procedures, in addition to their final paycheck for hours worked. The employee will also be able to purchase health insurance in accordance with current provisions.

(i) Criminal Offenses.

- (1) If, during the course of any disciplinary investigation, the potential exists that the employee may be charged with a criminal offense, the employee shall have the full benefit of assert the Fifth Amendment against self-incrimination. Once the potential of a criminal offense exists or becomes known, the employee shall be informed that the employee has all rights afforded to any person subject to a criminal investigation and shall specifically be given the "Garrity" warning (refer to Appendix A-9). A criminal investigation may be ordered by the department instead of or in addition to a disciplinary investigation. Once the employee has been given the "Garrity" warning, the employee is required to cooperate fully in the disciplinary investigation. Any failure on the part of the employee to cooperate fully in the disciplinary investigation shall be considered insubordination. Information obtained from an employee during a disciplinary investigation following the administration of the "Garrity" warning may not be used in any criminal prosecution.
- (2) In the event the department determines that a criminal investigation is necessary, the Police Chief or designee shall be notified and shall begin an official police investigation, regardless of the complainant's predisposition concerning the filing of criminal charges.
- (3) The Police Department shall follow its normal departmental procedures in investigating the potential criminal complaint and may, at the discretion of the Police Chief, assign such investigation to another law enforcement entity, as may be appropriate.

- (4) The imposition of discipline, in whatever form, shall in no way preclude a further sanction imposed against an employee in subsequent criminal or civil proceedings. Any sanctions imposed in criminal or civil proceedings against an employee shall not preclude the imposition of administrative sanctions.

(j) Appeals.

- (1) Appeal Rules. Employees who are suspended, demoted or dismissed from City service may appeal such actions in accordance with the following rules.

- (i) Employees who are dismissed for non disciplinary reasons, such as incapacity, will use the same appeal process as for disciplinary dismissals.
- (ii) Employees who are terminated by the City as a result of a reduction in force may not appeal decisions of department heads.
- (iii) All requests, responses and decisions to appeal must be in writing. An employee who chooses to appeal may have a representative at any step during the appeal process. The City Manager may provide procedural assistance at any time.
- (iv) Time limits may be extended or shortened at any or all steps via a request from either party to the City Manager, who will make the final decision. If the last day of a time limit falls on a weekend or a City holiday, the time limit shall be extended to 5:00 p.m. on the next workday.
- (v) If an employee does not respond within the prescribed time limits, the appeal may be voided and barred from resubmittal as determined by the City Manager overseeing the appeal.
- (vi) Employees who have not completed their initial probationary period may not appeal.

- (2) Appeal Process for Suspensions, Demotions or Dismissals.

- (i) An employee who chooses to appeal a suspension must submit the completed appeal form to the Director of Human Resources within five workdays from the date of the letter notifying the employee of the effective action (refer to Appendix A-11).
- (ii) All appeals will be heard by the City Manager or his or her designee.
- (iii) An employee's appeal can result in modification of the original disciplinary action. Consequently, the Personnel Action Form dismissing or taking other action against the employee and the Personnel Requisition intended to replace the employee shall be withheld or suspended pending final appeal-process disposition. Upon receipt of notification that the appeal process has been completed, the department head shall submit the forms necessary, if any, to finalize the action.

- (iv) Confidentiality. Any disclosure of information related to a disciplinary action or subsequent inquiry of any employee's separation from employment must be coordinated with the City Manager.

109.2 Grievances

- (a) The City believes that open communication is essential when employees have problems or concerns regarding their jobs. Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be addressed before serious problems develop. Most incidents resolve themselves through effective communication by discussions between the employee and the department head.
- (b) "Grievance" shall mean a claim by an employee that a violation, misinterpretation, misapplication, or disparity in the application of a written policy, regulation or procedure adversely affected the employee.
- (c) Application.
 - (1) Items covered by the Grievance Policy include misapplication of written policy, regulation or procedure of the City or department for whom the employee works, which has personally affected the grieving employee.
 - (2) The following items are not covered under the Grievance Policy and should be resolved through the employee's chain of command:
 - (i) Generalized feelings of unfairness. A grievance must be specifically related to a written policy, regulation or procedure.
 - (ii) Performance evaluations, performance improvement or discipline actions (oral correction, written reprimand, suspension, release from duty, and dismissal from employment). When allowed by appropriate policy, an employee may appeal the action in compliance with the applicable policy and procedure.
 - (iii) Complaints of civil rights violations such as issues concerning race, color, religion, sex, national origin, age, disability, or whistleblower. An employee must complain of these violations in accordance with Section 104.11 of this Manual.
 - (iv) Complaints questioning the substance of a policy, rule or regulation. Policy formulation is reserved as a right of management.
 - (v) Other issues where a separate appeal process has been established.
 - (3) To promote harmony in each department and to foster goodwill among employees, the employee must take questions or concerns that may become grievances to their department head in an attempt at resolution through a discussion between the employee and the department head. The department head is obligated to give an oral response as soon as possible. If the employee is not satisfied with the oral response or the employee declines to discuss the matter of concern with the department head, the employee may file a formal grievance.

(d) Formal Grievance Procedures.

- (1) Step One: The affected employee will complete a Grievance Form (refer to Appendix A-12) citing specific policy(ies) that have been violated, including the direct and adverse effect the violation had on the employee. In addition, the specific corrective action requested, and explanation supporting this request, must be included. The completed form must be submitted to the employee's department head within ten workdays of the event giving rise to the grievance or the employee becoming aware of the event. Upon receipt of the completed Grievance Form, the department head must consult with the City Manager or designee to determine if the issue is grievable. The department head must enter comments or decision on the Grievance Form and return it to the employee within ten workdays of receipt of the grievance.
- (2) Step Two: If it is determined to be a grievable issue, and if the written response received in Step One does not satisfy the employee, the employee may proceed to the next level by signing the Grievance Form and submitting it to the City Manager within ten workdays from the date the decision was received in Step One. The City Manager or designee will consult with the department head and may conduct whatever investigation deemed necessary, including interviewing any person who may assist in resolving the grievance. The City Manager will render a final written decision within 30 workdays of receipt of the grievance. In the event a grievable issue is raised against the City Manager, Step Two shall be taken by the City Council.

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Section 110. Voluntary and Involuntary Separations

110.1 Resignation

- (a) Department heads may leave the employment with the City in "good standing" by submitting their written resignation at least 30 days before their termination date. An employee other than a department head may leave the employment with the City in "good standing" by giving two weeks' notice. The City Manager may waive any portion of the notice periods set forth in this paragraph. The personnel records of any employee who resigned by giving proper notice shall show that the employee resigned of their own accord.
- (b) An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered as absent without leave which constitutes abandonment of duties, except when the failure to notify is due to circumstances beyond the control of the employee. Absence without leave may be considered as an employee's immediate resignation without notice. In such cases, the employee's separation shall not be considered to be in "good standing."
- (c) Any employee who leaves their employment with the City in "good standing" will be paid for accrued vacation time subject to the provisions of this Manual. Any employee who fails to provide such notice forfeits their accrued vacation and shall be ineligible for rehire by the City.

110.2 Reduction in Force

- (a) A reduction in force ("RIF") may occur as a result of changes in duties, organizational changes, lack of work, or budget cutbacks. A RIF shall be carried out on the basis of demonstrated job performance and efficiency, with the most proficient employees being retained the longest. Seniority within City service may be used to determine the order of layoff among employees with substantially equivalent records of job performance and efficiency, with the most senior employees being retained the longest. Temporary employees may be included in the RIF before regular employees performing similar duties. A RIF shall not be considered a disciplinary action.
- (b) Employees included in a RIF may be recalled back to their job or another similar job in which they meet the minimum job requirements and qualifications in the reverse order of the RIF up to one year from the date of the lay-off. Employees being recalled within the year from the date of the RIF, shall have precedence over other job applicants. Employees recalled back to work shall report to work as instructed. An employee failing to report back to work shall be considered as having forfeited their right to reemployment.

110.3 Incapacity

An employee may be terminated for medical reasons when the employee as an individual no longer meets the standards of fitness required to perform the essential functions of the position, and reasonable accommodation under the Americans with Disabilities Act is not possible

without causing undue financial hardship to the City. A finding of incapacity shall be based on an individual medical determination by a competent physician chosen by the City.

110.4 Retirement

Eligible employees may elect to retire from the City service in accordance with the applicable retirement programs.

110.5 Military Separation

Employees leaving City service in “good standing” to enter active duty or for active-duty training with the armed forces of the United States shall be eligible for reinstatement in accordance with applicable state and federal laws.

110.05.1 Death

If a City employee dies, his or her estate or designated beneficiary shall receive all compensation and payable benefits earned as of the date of death. The City shall assist the beneficiary in processing any claim under an insurance policy, retirement, or benefits plan issued by or through the City.

110.6 Separation Process

- (a) Department heads are responsible for obtaining all City-issued property (i.e., ID cards, keys, purchasing cards, tools, manuals, protective gear, etc.) during the separation process. The replacement cost of City property not returned by an employee will be deducted from the employee’s final paycheck.
- (b) Final paychecks will be available to the employee on the next regularly scheduled payday. If not picked up by the employee on that day, the final paycheck will be sent to the employee by mail. It is the employee’s responsibility to provide the City with the employee’s current mailing address.

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Section 111. Personnel Records

111.1 Personnel Files and Records

- (a) The City maintains an official basic personnel file in the Human Resources Department on each employee including such information as the employee's job application, resume, performance evaluation forms, personnel action forms, and other similar employment records. The basic personnel file does not contain benefit claims forms, reimbursement requests for medical expenses, forms relating to workers' compensation claims, drug testing results, post-offer medical examinations, voluntary disclosure information from the applicant regarding a "disability" as defined by Section 503 of the Rehabilitation Act of 1973 or any record of voluntary medical history obtained from an employee or any documents relating to an employee's medical condition. Medical records are kept in separate files in the Human Resources Department and are maintained as confidential employee records.
- (b) Employees are required to notify the Human Resources Department when there is a change in name, address, telephone number, marital status, number of dependents, military status, person to notify in case of accident or emergency, or beneficiary assignment of any employee benefits plan. Such notification shall be provided by the employee within one week of such change.
- (c) The Human Resources Department shall maintain the official personnel files and records for all City employees. Unless otherwise provided by law, personnel files shall be confidential and may not be used or divulged for purposes unconnected with the City personnel management, except with the permission of the employees involved. All personnel records are subject to the rules governing the Public Information Act and could be open to review by the public. Nothing herein shall prevent the dissemination of impersonal statistical information. An employee shall have a right of reasonable inspection of their official personnel files and records under appropriate supervision.
- (d) An employee may request a copy of their personnel file upon written request to Human Resources or designee. Upon receipt of the request, Human Resources will provide a copy of the employee's file within a reasonable time frame. Employees will be given a copy of any written record of a disciplinary or performance counseling that is added to their personnel file. An employee of the City who objects to material in the employee's personnel file on the grounds that it is inaccurate or misleading may file a statement relating to the material.
- (e) Employees are expected to consistently update their personnel records. Forms are available in Human Resources to change address for payroll, medical insurance, TMRS and driver's license. The City also requires updated Emergency Contact information for each employee.
- (f) No records properly placed into an employee's personnel file shall be removed from the file except if required by law, court order, or agreement between the City and the employee.
- (g) Release of information contained in and access to employee basic (non-health related) personnel files is controlled by provisions of the Texas Public Information Act, Texas Government Code Chapter 552. No information on current or former employees will be

released except by the Human Resources Department or the City Manager or City Secretary.

111.2 Change in Personnel Status: New Hires

Department heads shall submit recommended changes in the personnel status of their employees or requests to hire new employees to the Human Resources Department prior to making any commitments to either existing employees or prospective new hires.

111.3 Personnel Records and Reports

- (a) Department heads shall be responsible for providing the Human Resources Department or designee with all necessary employee reports and records associated with good personnel management for their department. Such records and reports shall include, but not be limited to, employee sick leave, vacation leave, attendance and overtime records, performance reports, counseling records, and all types of disciplinary action. Failure to do so may result in formal disciplinary action.
- (b) City personnel records are property of the City and, except to the extent required to be released under the Public Information Act or other applicable law, shall not be disclosed to outside persons without the express approval of the City Manager. Any employee receiving a request for personnel records should forward it to the City Secretary.
- (c) The Human Resources Department or designee shall prepare such narrative reports, statistical summaries, and other personnel reports as are necessary or desirable to provide useful information to the City Manager.

111.4 Employment Verification

It is the policy of the City that all employment verifications and references be referred to the Human Resources Department. Unless exceptions are made based on established laws, such as in the field of public safety, the City will only confirm dates of employment salary and position/title.

City of Anna

Personnel Policy Manual

Section 112. Employee Benefits

112.1 Workers' Compensation Insurance

- (a) Any City employee injured as a result of duties performed in the course of their job shall be eligible to receive workers' compensation benefits from the City's insurance carrier at no expense to the employee. Workers' compensation benefits are intended to compensate workers with job-related injuries or illnesses by reimbursing them for income losses and paying for medical and rehabilitation treatment.
- (b) Workers' Compensation insurance will not provide compensation for any injury which occurred if the injury:
 - (1) Occurred while the employee was in a state of intoxication
 - (2) Was caused by the employee's willful attempt to injure himself or to unlawfully injure another person;
 - (3) Arose out of an act of a third person intended to injure the employee because of a personal reason and not directed at the employee as an employee or because of the employment;
 - (4) Arose out of voluntary participation in an off-duty employment;
 - (5) Arose out of voluntary participation in an off-duty recreational, social, or athletic activity that did not constitute part of the employee's work-related duties, unless the activity is a reasonable expectancy of or is expressly or impliedly required by the employment;
 - (6) Arose out of an act of God, unless the employment exposes the employee to a greater risk of injury from an act of God than ordinarily applies to the general public;
or
 - (7) Involves the employee's horseplay, or negligent behavior where the employee was found at fault, or violation of the City's safety policies including but not limited to Section 114.7.
- (c) The City will promptly report any suspected fraud to the Texas Department of Insurance or to its Workers' Compensation insurance carrier.
- (d) Occupational Disability or Injury Leave.
 - (1) An employee who is disabled as a result of an injury covered by Workers' Compensation on the job will be granted injury leave with pay at the employee's regular salary for up to seven calendar days following the date of the injury. This injury leave will not be charged to Personal Leave.

- (2) After the aforementioned seven days, the employee may continue injury leave in the form of full salary continuation from the City for up to twelve weeks however, weeks.the employee's Workers' Compensation check must be endorsed and provided to Human Resources in exchange for the employee's regular bi-weekly check. Otherwise, the employee will only receive from the City a smaller amount corresponding to the difference between his regular salary and the amount of Workers' Compensation payments received. After this initial twelve week period, the injured employee may only receive Workers' Compensation payments and may request the use of sick or vacation accruals for up to 30% of pre-injury earnings. See section 107.11 for FMLA guidance on injury leave that exceeds twelve weeks.
- (3) An employee will report injuries incurred in the line of duty immediately to his immediate supervisor/department head and file an accident report with Human Resources within 24 hours of the injury. Failure to report an injury or illness, within thirty days of the date on which the injury occurs or the date the employee knew or should have known of an illness, may delay the employee's receipt of Workers' Compensation benefits or render an employee ineligible for benefits unless good cause exists for failure to provide timely notice.
- (4) When an employee suffers injury or death on the job, the Human Resources Department will complete an accident report immediately on forms provided by the Texas Department of Insurance and submit it to the Division of Workers' Compensation as directed, and retain one copy in the personnel files. Any exceptions to this policy must be approved by the City Manager (or designee).

(e) Examination and Treatment.

- (1) As a condition of receiving or continuing to receive salary continuation payments, Human Resources may require an injured employee to submit to examination and treatment, at the City's expense, by a physician approved by Human Resources or the Workers' Compensation insurance carrier. An injured employee forfeits all rights to salary continuation payments if he/she refuses to submit to an examination or to any diagnostic test, x-ray, surgical procedure, or other treatment prescribed or recommended by the City designated physician as medically necessary or indicated to diagnose, treat, or cure the employee's injured condition.
- (2) An injured employee also forfeits all rights to any salary continuation payments to which they would normally have been entitled, if they:
 - (i) engage in work, whether part-time or full-time, for pay or as a volunteer, for themselves or for any other person, firm or corporation, while receiving salary continuation payments;
 - (ii) terminate employment for any reason while receiving salary continuation payments;
 - (iii) fail or refuse to comply with the treating physician's instructions or advice regarding treatment of the injured condition, except because of a bona-fide religious belief;
 - (iv) fail to act in a manner which is conducive to being off work convalescing;

- (v) refuse to perform light, partial or part-time duty when authorized by the treating physician;
 - (vi) refuse to accept or perform a different job with the City that, in the opinion of the treating physician, is within the employee's physical capacity and for which the employee is qualified or will be trained;
 - (vii) represent their injured condition, physical incapacity, or disability as worse than it is while receiving salary continuation payments; or
 - (viii) refuse to return to regular duty after being released for regular duty by the treating physician.
- (f) Termination for Reasons Other Than Injury or Disability.
- (1) The City shall not discharge, or in any other manner discriminate against, an employee because that employee filed a workers' compensation claim in good faith or for hiring a lawyer to represent the employee in such a claim. The City also shall not discriminate against an employee for instituting in good faith a proceeding under the Workers' Compensation Act, causing such a proceeding to be initiated, or for prior or anticipated testimony in such a proceeding.
 - (2) This section does not preclude an employee from being terminated for reasons other than their disability or continued injury, as otherwise allowed by these regulations. An employee terminated for any such other reason is not entitled to the relief found in this section, even if the termination occurs at some time in close proximity to the time of an on-the-job injury. This section does not preclude an employee from being terminated during an official reduction in work force due to budget restrictions.
- (g) Employee Assistance. The City encourages any employee injured on the job to contact the Texas Department of Insurance's Division of Workers' Compensation (TDI-DWC) as soon as a need for Workers' Compensation benefits is identified. The TDI-DWC provides free information about how to file a workers' compensation claim. Also, TDI-DWC staff can more fully explain an employee's rights and responsibilities under the Workers' Compensation Act and assist in resolving a dispute about a claim. Employees may obtain this assistance by contacting the local Texas Department of Insurance Division field office or by calling 1-800-252-7031.

112.2 Modified or Light Duty

- (a) Generally. Subject to the availability of positions, the City may provide employees with modified or light duty if the employee is unable to perform their regular duties due to injury or illness. If positions are available, the City will attempt to accommodate medical restrictions, when and where reasonable, to the extent required by law and in consideration

of the City's needs, whether the safety of citizens and other City employees might be compromised, and the requirements of the Americans with Disabilities Act (ADA). If provision of a modified or light duty would unduly burden the City's operations, it may not be available to an individual employee. A decision to provide employees modified or light duty assignments is entirely at the discretion of the City, subject to applicable provisions, if any, of the ADA.

- (1) "Modified duty" or "light duty" is defined as any reduction, elimination or alteration of the essential job functions of a position, as outlined in the job description for the position.
- (2) Determination Process. All modified duty is subject to availability of positions:
 - (i) A position must be available for an employee to be considered for eligibility under these guidelines. The City is not obligated to create a position for restricted employees.
 - (ii) Prior to returning to work after an absence or after receiving restrictions, the employee requesting modified duty must present the physician's directive to his/her department head or the Director of Human Resources.
 - (iii) The Director of Human Resources, medical consultant and/or the employee's treating physician will review the directive and determine if the directive is subject to the ADA.
 - (iv) The employee's supervisor may be contacted by the Human Resources Department to determine the employee's suitability for modified duty.
 - (v) The employee and the employee's supervisor will engage in an interactive process to attempt to identify a reasonable accommodation for a disability or temporary medical restriction. If the City cannot accommodate the restriction, the employee will not be authorized for active duty and will be subject to the leave policies listed below until released to regular (unrestricted) duty.
- (b) Procedures. Employees unable to return to work due to personal medical issues will be subject to the leave provisions of this Manual. Employees unable to return to work due to workers' compensation will be subject to the Texas Workers' Compensation rules and regulations and this Manual.
 - (1) Eligibility and Notice. Subject to Texas Workers' Compensation Commission Act rules, upon receipt of a physician's notice regarding a return to work with restrictions, an employee may be offered modified or light duty, if available, according to the determination process listed above.
 - (2) Modified or Light Duty in Current Position: When the employee can return to his/her regular job with restrictions, modified or light duty (if available) may continue to up to twelve weeks. Continuation after twelve weeks will be contingent upon receipt of an updated notice from the treating physician, availability of a limited duty position, and based on City need.

- (3) Modified Duty in Alternate Position: When an employee's restrictions prevent temporary continuation of his/her regular job, modified duty, if available, may continue at an alternate work-site for up to twelve weeks. Continuation after twelve weeks will be contingent upon receipt of an updated notice from the treating physician, availability of a limited duty position, and based on City need.
- (4) Modified Duty/Transportation of Citizens & City Personnel: In order to assure safe transportation of citizens and City personnel, modified or light duty is not available for employees who transport and/or supervise citizens in/on City vehicles or transportation, subject to any applicable provisions of the ADA.
- (5) Worker's Comp Treatment & Overtime Pay: "Hours worked" are defined as the hours actually worked by the employee in performance of their normal or modified job duties. Leave hours taken for worker's-comp-related treatment, medical appointments, or meetings will not be counted as hours worked for the purpose of computing overtime.

112.3 Social Security

All employees of the City are covered under the Federal Insurance Contributions Act (FICA). This type of government insurance, known as "Federal Old Age, Survivors, and Disability Insurance," provides for benefits for retirement, disability or upon death. This insurance is financed by social security taxes, which are paid through payroll deductions by the employee. The City contributes a matching amount on behalf of the employee.

112.4 Unemployment Insurance

All employees of the City are covered under the Texas Unemployment Compensation Insurance program and the Federal Unemployment Tax Act (FUTA). This program provides payments for unemployed workers in certain circumstances as provided by law.

112.5 Health Related Benefits

The City is committed to providing cost-effective benefits which assist employees in being physically and mentally healthy. All regular full-time employees are offered options relating to medical (and in some instances dental) insurance provided by the City. This insurance provides coverage of hospitalization and major medical expenses for illness and accidental injuries off the job. Dependent coverage is available by payroll deductions. The Human Resources Department has more information concerning these insurance coverages and benefits. The benefits and services offered by the City may be changed or terminated at any time and do not constitute a guarantee of continued employment with the City.

112.6 Continuation of Group Insurance (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives covered employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the City of Anna's health, dental, and vision plan for specified periods of time when a "qualifying event" would normally result in the loss of eligibility. Qualified beneficiaries are individuals who, on the day before a qualifying event, are covered under a group health plan as a covered employee, spouse of a covered employee, or a dependent child of a covered employee. Qualified beneficiaries also include children who are born to, or placed for adoption with, a

covered employee during the period of COBRA continuation coverage. Some common qualifying events are resignation, termination of employment, (except terminations for gross misconduct) or death of an employee; a reduction in an employee's hours; an employee's divorce or legal separation; and a dependent child who no longer meets eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage plus an administrative fee. Each eligible employee will be provided with information describing rights and obligations granted under COBRA when the employee becomes eligible for coverage under The City of Anna's health insurance plan. Once a qualifying event has occurred, the City will notify the qualified beneficiaries of their right to continue health care coverage.

112.7 Miscellaneous Benefits

As with the health related benefits, the miscellaneous benefits and services offered by the City may be changed or terminated at any time and do not constitute a guarantee of continued employment with the City.

- (1) Life Insurance. The City may offer, if economically feasible, basic life insurance to eligible employees to help them protect their family in the event of the employee's death. Basic life insurance may be offered for purchase by the employee and may be subsidized by the City at a level approved by the City Council on an annual basis. In addition to the basic life insurance, the City may offer eligible employees the opportunity to purchase supplemental life, accidental death and dismemberment insurance on themselves, and dependent life insurance covering their eligible dependents.
- (2) Short Term Disability. The City may offer, if economically feasible, Short Term Disability (STD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of an off-the-job disability. Short-term disability insurance may be offered for purchase by the employee and/or subsidized by the City at a level approved by the City Council on an annual basis.
- (3) Long Term Disability. The City may offer, if economically feasible, Long Term Disability (LTD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of a disability. Long-term disability insurance may be offered for purchase by the employee and/or subsidized by the City at a level approved by the City Council on an annual basis.
- (4) Deferred Compensation. The City may make available a deferred compensation program. The Deferred Compensation Program is a voluntary, tax-deferred program designed to help supplement eligible employees' income at retirement. Through this program, eligible employees may designate an amount to be deducted from their gross salary on a before-tax basis each pay period and placed in an investment account selected by the employee.

City of Anna

Personnel Policy Manual

Section 113. Travel Policy

113.1 Applicability of Travel Policy

- (a) It is the policy of the City to reimburse certain expenses incurred by employees and other persons who are authorized to represent the City at various conferences, meetings, conventions, seminars, and functions. The City recognizes that the public interest requires employees to travel at times to conduct City business. The City also recognizes that the public interest is served by the advancement of training and professional development of employees. It is the policy of the City to arrange travel on City business utilizing the most economical means available.
- (b) This policy is applicable to all City employees and applies to all travel on City business outside the City limits and to all travel reimbursements, subject to budget limitations and authenticated expenses. The purpose of this policy is to establish general guidelines and provide uniformity in handling expenditure requests, and to establish proper accounting for allowable expenses.
- (c) Except for in extraordinary circumstances, the City will only reimburse travel expenses for pre-approved travel on City business. Department heads should notify the Finance Department of any travel to be undertaken by their employees at the earliest practicable date so that a decision on reimbursement can be made.
- (d) Travel Policy Responsibilities.
 - (1) Department heads are responsible for communicating and administering the provisions of this policy to employees and approving all travel requests within his/her department and should strive to be proactive in planning for the department's travel needs in the annual budgeting process. It is the responsibility of the department head to ensure all travel expenses are accounted for within ten working days from the date of return and the Travel Expense Report forwarded to the Finance Department.
 - (2) Employees are responsible for all pertinent information on the Travel Expense Report, indicating purpose of travel, location, type of transportation, departure date, return date, estimated expenditure and funds advanced. Employees are also responsible for retaining records of all transactions for which reimbursement is or will be requested, such as fuel receipts, registration confirmations, final hotel invoices, etc. Copies of these documents must be turned in to the employee's department head within five working days of the return from travel in order to qualify for reimbursement.
 - (3) The Finance Department is responsible for distributing travel funds in compliance with established policies and guidelines.

- (4) If the travel is out-of-state, the City Manager is responsible for either approving or denying the request in advance. After making a decision, the City Manager will return the Travel Expense Report to the department.

113.2 Authorization Required

The department director or designee shall authorize travel leave and expenses for City business outside the City. All travel requests must be approved by the department director or designee prior to its occurrence. Any employee traveling on official City business shall communicate with their supervisor as to where they can be reached while out of the City. All travel requests must be submitted on forms provided for that purpose. Any travel out-of-state for City business requires approval of the City Manager or designee prior to its occurrence.

113.3 Allowable Expenses

- (a) Registration. The City will reimburse actual expenses incurred in registering for a conference, seminar, or meeting. The registration may also be paid with the City P-Card. An original receipt must be furnished for reimbursement purposes. The City encourages advance payment of fees to take advantage of any discounts available. However, any recreation expenses included in the registration (i.e., golf, tennis, runs, etc.) will not be reimbursed.
- (b) Transportation. The department head/supervisor will be expected to select the mode of transportation that is most economical to the City considering cost and time consumed. Normally, when travel is required for City business a City vehicle, rental car, or personal car may be used when such travel distances are within a 200 mile radius. Employees may be required to use a City vehicle or a rental car if it is more economical than using a personal vehicle. For travel beyond a 200 mile radius of the City, air transportation may be approved.
- (c) All approved transportation expenses will be reimbursed as follows:
 - (1) For those with a vehicle allowance in place, reimbursement for travel will be provided for pre-approved overnight travel and any travel over 50 miles from City Hall.
 - (2) When employees use their personal vehicles, all travel mileage will be paid at the most recent corresponding GSA rate per mile plus any parking fees incurred by undertaking the City business. Employees may not use a City P-Card to purchase fuel for their personal vehicles. Fuel is included in the mileage rate.
 - (3) When City vehicles are used, all expenses incidental to the use of such vehicle (parking, gasoline, oil, repairs, etc.) shall be reimbursed if a City P-Card is not used. Receipts will be required.
 - (4) When air travel is permitted, employees will book their flight as far in advance as possible. Air travel reimbursement shall be limited to "coach" fares. Additionally, if the employee requires parking at the airport for 24 hours or less, the employee will be reimbursed at the short term parking rates. If requiring parking for 24 hours or more, the reimbursement shall be at the long term parking rate. Original receipts will be required for reimbursement.
 - (5) Reimbursement will be made for the use of rental vehicles, taxi or bus fares, etc., provided such expenses are necessary and reasonable. Approval to rent a vehicle

should be obtained prior to the trip whenever possible. Employees are expected to use the City's rental vehicle agreement negotiated by the City with Enterprise. The City account is TXM0048. Rental car reservations can be made at <https://www.enterprise.com/en/home.html>. The employee shall sign and accept the liability/collision insurance agreement on the contract.

- (d) Meals. A maximum reimbursement for meals will be provided based on the General Services Administration (GSA) guidelines for the location of travel. Total allowance of reimbursement includes a maximum of twenty percent (20%) for gratuity. Expenses for alcoholic beverages are not reimbursable. Original receipts will be required for each meal and the travel expense report should include the date, location, and amount for each meal. The City Manager may approve an exception to the maximum reimbursement amount if the meal is purchased in connection with the conference or event.

- (1) Per Diem Rate – For overnight trips, employees may, in lieu of the per meal reimbursement and with the approval of their department head, elect to request per diem allowance as follows:

Breakfast	\$10 (if travel commences prior to 6 a.m.)
Lunch	\$15
Dinner	\$25 (if travel concludes after 7 p.m.)

(Per Diem rate includes all tips) No receipts are required when the employee elects to receive the Per Diem Allowance. Reimbursement or Per Diem will not be provided for meals provided at conferences and included in the registration fees, except when limitations of an individual cannot be accommodated by the conference organizers or when the exception is approved by the department head for business purposes.

- (e) Lodging. Employees are expected to make lodging reservations well in advance whenever possible, and to take other actions to ensure lodging is secured at a moderate rate. Lodging may be secured at facilities provided at the conference location or at facilities recommended by the conference sponsoring organization. Lodging should be a reasonable single accommodation. Receipts for lodging must be provided to obtain reimbursement.

- (1) Reimbursement will not be made for personal telephone calls, alcoholic beverages, entertainment expenses, or other sundry items not relevant to the public purpose of the travel, except as provided in subsection (f), below.

- (2) Employees will be allowed a reasonable amount for laundry and dry cleaning expenses for trips lasting five or more days. Original receipts will be required for reimbursement.

- (f) Entertainment/Business Meals. The City recognizes that from time to time, it is necessary to entertain or provide business meals for dignitaries and state, federal, and business representatives whenever it may be deemed in the best interest of the City. Such expenses may be reimbursed at the discretion of the City Manager. Receipts will be required before reimbursement can be made. Whenever practical, prior authorization should be obtained from the City Manager.

- (g) Dependent Expenses. There is no objection to a spouse/family member accompanying an employee on an out of town business trip; however, the City will not be financially

responsible for the spouse/family member of the employee. Any additional expenses incurred such as travel, lodging, meals, or any other miscellaneous expenses will be the sole responsibility of the employee. Employees may not allow family members, friends, or other third parties to enter or ride in a City vehicle or a vehicle rented for the purpose of City-related travel.

113.4 Travel Advances

Minimum, but sufficient cash advances may be drawn from the City treasury by employees traveling on City business. All unused travel advances shall be returned immediately upon return of the business trip. Failure to return unused funds will subject the employee to a payroll deduction to credit the proper fund and disciplinary action, up to and including termination.

113.5 Travel Expense Report Procedures

(a) Prior to Travel/Trip:

- (1) A Travel Expense Report form shall be filled out for all overnight travel and for all travel that takes an employee out of the Metroplex for City business.
- (2) The employee will fill out all information pertinent to the request, indicating purpose of travel, location, type of transportation, departure date, return date, estimated expenditures and funds required in advance. The report shall then be forwarded to the department head for approval. The department head will review the request and sign off if the trip is approved. If the request is for out-of-state travel, it must be approved by the City Manager prior to the time of travel.
- (3) If the request is for out-of-state travel, the City Manager will note approval or disapproval of the request. If the request is disapproved, it will be sent back to the department head. If the request is approved, it will be forwarded to the Finance Department for processing if an advance payment is requested. Finance will then return the approved form to the employee with the advance payment.

(b) During Travel/Trip: Follow policies for reimbursable expenses.

- (1) If more than one employee attends the same trip/event, each employee is responsible for completing his/her own expense report. In such instances where employees dine together, a reasonable effort should be made to split the bill.
- (2) If the bill cannot be split, then one designated employee should pay the full amount and obtain a receipt for the entire amount and document the employees' names that were present on the Travel Expense Report for reimbursement.

(c) Upon Completion of Travel/Trip:

- (1) The employee will fill out all the pertinent expenditure information, indicating what funds are due the City or what funds are due to the employee within ten working days after returning from the trip. Failure to submit an expense report will subject the employee to a payroll deduction for any funds advanced. All cash advances and expenditure reports shall be submitted on forms provided for that purpose.

- (2) All meeting/event expenses will be indicated on the expense form. All applicable receipts must be included with the report, including registration and airfare.
- (3) The employee will certify that the expenses are correct and will sign off on the report. The report will be forwarded to their department head for approval.
- (4) The department head will review the report, sign off and forward to the Finance Department for processing and filing.

113.6 General Provisions

- (a) Employees are expected to participate each day while attending any conference, seminar or training session paid for by the City.
- (b) Actions and behaviors of employees and representatives, while traveling on City business at City expense, reflect on the City of Anna. Professionalism is expected of Anna employees and representatives at all times during this type of travel. Any action that is inappropriate or would give the appearance of being inappropriate should be avoided.
- (c) All employees are expected to report any abuse and/or misuse of travel and training funds to appropriate management.
- (d) When travel plans are cancelled, the employee shall promptly notify the Finance Department. If the trip is cancelled due to employee illness, a conflict with City business, the City will be responsible for any fees that result from the cancellation. If the trip is cancelled for personal reasons, the employee shall reimburse the City for any fees charged as a result of the cancellation. Any exception to this rule must be approved by the City Manager.
- (e) Exceptions to these Travel Policies are made only in exceptional circumstances and only in those cases where the best interests of the City are clearly manifested. The City Manager shall determine whether or not to approve such exceptions.
- (f) Employees may not allow family members, friends, or other third parties to enter or ride in a City vehicle or a vehicle rented for the purpose of City-related travel; provided, however, that an employee may allow family members, friends, or other third parties to enter or ride in the employee's personal vehicle or rental vehicle if the employee chooses to personally rent the vehicle (or chooses to drive their personal vehicle), in which case the City shall not provide any vehicle-related reimbursement except for mileage reimbursement and parking.

City of Anna

Personnel Policy Manual

Section 114. Equipment/Vehicle Policy

114.1 Purpose of Equipment/Vehicle Policy

The purpose of these equipment/vehicle policies is to provide for the safe and effective utilization of the City vehicle fleet through rules, regulations and procedures. Employees using City vehicles in the performance of their job duties, or who use private vehicles in the performance of City business, must comply with all federal, state, and local laws regarding vehicle use, operator licensure, and appropriate maintenance of the motor vehicles used for said purposes. Each employee will be held responsible for the proper use, care and operation of a vehicle or piece of equipment assigned to him/her. Abuse of equipment and vehicles constitutes grounds for disciplinary action, up to and including termination.

114.2 Applicability

These policies shall apply to all City-owned equipment and vehicles and all persons assigned the equipment and vehicle, inclusive of operators and passengers. These policies shall also apply to City employees who drive privately owned vehicles while conducting City business.

114.3 Use of City Vehicles

All City equipment and vehicles are intended for official City business uses only. The City Manager may extend said use according to need and circumstances to another public agency or for uses beneficial to the general public; provided, however, that such extensions (unless in case of emergency or public calamity) must be specified in a written agreement in order to be valid. Use of City equipment and vehicles is limited to the Collin County area unless otherwise approved by the City Manager or a department head. The City Manager will issue any exceptions to this policy to the affected employees in writing.

114.4 City Driving Qualifications

- (a) Generally. No employee or agent of the City may operate any City vehicle unless they meet all of the qualifications listed in this section. No employee or agent of the City may operate a privately owned motor vehicle in pursuance of City business unless they meet all of the applicable qualifications of this section.
- (b) Driver's License Mandatory.
 - (1) If an employee's position requires the operation of a motor vehicle on public roads while conducting City business, the employee must maintain the appropriate or required, valid State of Texas Driver's License and must meet City standards for driving records.
 - (2) No employee shall be qualified to drive on City business if he/she does not have a current, valid driver's license (including any necessary endorsements or additional licensing requirements for the position) from applicant/employee's state of

residence. All employees must supply their department head or supervisor with a copy of a current, valid driver's license prior to operating any City vehicle or motor-driven equipment.

- (3) No temporary or provisional driver's license will be accepted. No out-of- service order may be in effect for any CDL driver. Upon moving to the State of Texas, drivers must obtain a valid Texas Driver's License within 30 days.
 - (4) In addition, certain City employees must possess and carry a current, valid, Commercial Driver's license while driving a City vehicle or privately owned vehicle being used for City business as required by state law.
 - (5) Whenever driving a motor vehicle which does not require a Commercial Driver's License, employees must possess and carry a current and valid operator's license issued by the State of Texas. Employees will present their motor vehicle operator's license to any authorized person upon request.
- (c) Safe Driving Record. The City will require all persons operating City vehicles and those employees driving their own vehicles on City business to maintain a safe driving record. A "safe driving record" will be defined as:
- (1) No more than three moving violations or motor vehicle accidents, in any combination, within a 36 month period;
 - (2) No conviction of driving/boating/flying while intoxicated (DWI/BWI/FWI), driving while under the influence of drugs or alcohol (DWI/DUI); and
 - (3) No felony conviction of failure to stop and render aid, failure to leave identification at the scene of an accident, involuntary manslaughter, criminally negligent homicide, or any other felony involving use of a motor vehicle.
- (d) Reporting Requirements. Each employee who drives on City business shall report to his/her supervisor (immediately if on-duty, or upon return to work if occurring off-duty) any event which might potentially disqualify the employee from driving on City business, such as citations for moving violations or motor vehicle crashes. **Any failure to report a Driving Event(s) to the direct supervisor within 24 hours will subject the employee to disciplinary or corrective action, up to and including termination.** At a minimum, any employee who drives on City business shall report all of the following events ("Driving Events"):
- (1) Moving violation conviction(s);

- (2) A conviction for DWI/DUI or flying/boating while intoxicated (or entering a deferred adjudication program for DWI/DUI);
 - (3) Any cancellation, revocation, or expiration of the employee's driver's license without immediate renewal or reinstatement;
 - (4) Any suspension of a driver's license, any temporary suspension, or out-of-service order of a Commercial Driver's License, occurring for any reason. This includes, but is not limited to: suspensions for nonpayment of child support; habitual violations; revocations for medical reasons, criminal mischief, fraud, or drug offenses; "serious" traffic violations, or as set forth in Texas Transportation Code Chapter 521;
 - (5) Felony conviction, including but not limited to intoxication assault or intoxication manslaughter, etc., involving the use of a motor vehicle;
 - (6) A suspension, cancellation, revocation, or expiration of the employee's personal liability insurance on his/her privately-owned vehicle used for City business (or non-owned rider coverage); or
 - (7) Arrest, citation, or indictment for any offense related to public intoxication (PI), driving while intoxicated (DWI), or similar offense involving alcohol or any other drug or substance, whether or not the events forming the basis of the charge or investigation occurred while the employee was on-duty.
- (e) Driving Record. Employee driving records will be checked at random periodically to ensure that no persons with unsafe driving records are operating City vehicles or driving on City business. A copy of the driving record of all employees with driving responsibilities who do not meet the safe driving requirement will be submitted to their department head for review. Action to be taken in each case will be recommended by the department head, to the City Manager for final approval. Upon request, an employee shall provide their department head with a signed and completed form of release that will allow the City to obtain the employee's official driving record.
- (f) Employees who fail to meet the safe driving requirements may be required to submit to one or more of the consequences below, at the discretion of the City Manager:
- (1) Required to attend a defensive driving class on their own time and at their own expense;
 - (2) Assigned non-driving responsibilities within their current department, if available;
 - (3) Transferred to another department and assigned non-driving responsibilities, if available;
 - (4) Assessed another type of remedial action as determined by the City Manager to be appropriate in that specific case; or
 - (5) Dismissed from employment, if none of the above alternatives can be achieved within a reasonable period of time. A "reasonable period" will be defined as generally

not to exceed 30 calendar days from the date an employee is notified of his/her failure to meet the safe driving requirements.

- (g) **Proof of Financial Responsibility.** Any employee driving a private vehicle on City business is individually responsible for maintaining liability insurance. Employees who operate their privately owned vehicles on City business shall carry proof of financial responsibility (such as a current insurance card for an amount of liability insurance equal to or exceeding the minimum coverage required by state law) at all times the vehicle is in operation, and must present evidence of current insurance coverage upon request to any authorized person.
- (h) **Driver Training.** Those employees who drive City-owned vehicles are required to complete a defensive driver training course. Consideration should also be given to other employees who are regularly using privately owned vehicles as part of their essential job functions. The defensive driving requirements are as follows:
 - (1) New employees shall complete a defensive driver training course approved in advance by the employees' department head. New employees shall take the course at the first available course date after the commencement of employment.
 - (2) Current employees driving a City-owned vehicle—as well as those employees who change positions or assignments to include driving a City-owned vehicle—are similarly required to complete a defensive driver training course approved in advance by the employees' department head. These employees shall take the course at the first course date as determined by their department head.
 - (3) All employees who are required to participate in defensive driver training shall be required to repeat such training at least once every three years.
- (i) **Other Qualifications.**
 - (1) All employees must be at least 18 years of age before operating any City vehicle or motor-driven equipment.
 - (2) Employees must also consistently operate any City vehicle or privately-owned vehicle used in support of City business in a manner which reflects positively on the City. This includes courtesy to other drivers, appropriate distancing when parking any City vehicle, and heightened caution in the presence of pedestrians.

114.5 Operation and Ridership

- (a) Except for maintenance, service and repair, only City employees are allowed to operate a City vehicle. Ridership should be limited to employees or persons on official City business. Due to the nature of certain employees being required to be on call and take a vehicle home, the City Manager may exercise limited discretion in situations wherein the ridership policy might cause transportation difficulties to an employee required to be on standby and use a City vehicle.
- (b) Employees should organize vehicle use to avoid unnecessary trips and minimize vehicle wear and tear. Employees travelling to a common destination should travel in as few vehicles as is practical under the circumstances.

- (c) Employees shall be personally liable for any citations or penalties accompanying violations of this provision. Tolls and parking fees (but not fines, penalties, costs, or citations) may be reimbursed upon presentation of appropriate documentation to the Director of Human Resources or department head. In some instances, due to frequent toll use, some vehicles may be outfitted with a City-purchased and owned toll tag. Toll tags are to be assigned to a specific vehicle and are the responsibility of the department head to monitor and ensure that toll tags are maintained and used only for City business.
- (d) Employees shall be responsible for paying all fines and penalties stemming from moving violations or other fines received while on duty or when operating a City vehicles or privately-owned vehicle on City business. Even if properly paid by the employee, such violations may be used to determine whether an employee may continue to drive motor vehicles on City business.

114.6 Privately Owned Vehicles on City Business

- (a) Employees may use privately owned vehicles on City business only after approval from the department head or City Manager. No employee shall be allowed to use a privately owned vehicle without first providing proof of adequate insurance coverage and a valid driver's license issued by the State of Texas.
- (b) Privately owned vehicles being used for City business must display valid registration and inspection stickers and have a current, valid, Texas license plate attached to the front and rear of the vehicle. Employees are responsible for the expense of maintaining these items and shall take all steps to ensure legal operation of the vehicle during their off-work hours.
- (c) Privately owned vehicles will not use City gasoline, oil, fuel additives, filters, or any maintenance supplies provided by the City. Only eligible employees can be reimbursed for mileage driven in support of City business. No mileage reimbursements will be possible without properly documented mileage and advance authorization of mileage reimbursement.

114.7 Safety, Maintenance, and Care

- (a) Generally. Supervisors shall not allow any driver to operate an unsafe City vehicle or operate any vehicle for something other than its designed purpose, or issue any directives that may cause a violation of this motor vehicle use policy.
- (b) Safety. All operators and passengers will be individually accountable for abiding with all laws pertaining to vehicles and their operation.
 - (1) No one is allowed to operate a City vehicle or piece of equipment while under the influence of alcohol, medication or drugs which might impair the operator's mental or physical faculties, including but not limited to judgment, reflexes, and senses..
 - (2) No person with corrective lenses, devices, or appliances shall be allowed to operate City equipment or vehicles without same being in place and in good repair.
 - (3) No City employees may operate or place in motion any motor vehicle on City business unless all vehicle occupants are first secured using all available safety restraints, such as seat belts and shoulder harnesses, in the manner prescribed by

state law. All City employees riding in a motor vehicle while on City business shall use all available safety restraints. Failure to appropriately use safety devices while operating or occupying a motor vehicle on City business may be the basis for disciplinary action, up to and including termination.

- (4) No motor vehicle used for performance of City business shall be operated with vision obstructed by broken or cracked glass, dirt, frost, ice, dew, or other condensation on windows or mirrors. Employees are required to remove any impediments to clear view prior to putting any vehicle in motion.
- (5) No City vehicle shall be operated if it has a door which does not close properly or if it has a door that must be secured by means other than the appropriate standard latching mechanism.
- (6) Any person who is injured or becomes ill should use the radio and/or cellular phone to obtain assistance rather than try to operate a vehicle or piece of equipment.
- (7) Use of tobacco is not allowed in City vehicles (see Section 104.06.1 of this Manual).
- (8) Employees shall take all practical measures to eliminate distractions while driving any motor vehicle in support of City business. Caution must be exercised with the use of communication radios and/or cellular phones while operating a vehicle. Every effort should be made to minimize the use of these devices while driving. Use of cellular phones or other wireless communication devices in a "hands-free" mode is permitted unless a department policy mandates otherwise. Reading or sending text messages while driving is strictly prohibited. Fire and law enforcement officers are permitted to use electronic devices while driving if the usage is within the course and scope of an official emergency response or communication, in circumstances where the device is essential for the nature of the emergency response and no other employee is available to utilize the device, so long as such use does not unduly endanger any persons or property.
- (9) No personal or City-issued cell phones (including texting), two-way communication radios, or any other device utilizing earphones (whether or not issued by the City) shall be worn or operated while driving, with the exception of those devices utilized by the Police Department and/or Fire Department in the execution of their job functions as necessary to communicate through dispatch services and respond to emergency situations. In the event an employee is found to be using one of these devices while driving a City vehicle, that employee is subject to disciplinary action, up to and including termination.
- (10) Any City employee operating a City vehicle shall avoid any behavior which presents an increased risk of damage to the vehicle or which unnecessarily accelerates wear and tear of that vehicle or its components. Forbidden behaviors include, but are not limited to: excessively racing a cold engine; riding a clutch; continuing to operate a City vehicle/item of equipment when instruments or warning lights indicate a malfunction or deficit of operating liquids (e.g., "Low Oil" light); continuing to operate a City vehicle that is producing unusual noises or is difficult to control; overloading any City vehicle or item of equipment or using it for purposes other than those for which it was designed; and introducing incorrect fuel (such as

diesel rather than gasoline) or incorporating any foreign substance (such as water into the oil system) into a City vehicle or equipment.

- (11) Operators of City vehicles shall insure that all loads are secured in accordance with the rules of the road, that the vehicle load will safely pass under all obstructions (suspended lines, under/overpasses) on the planned route of travel, and that all passengers can be safely and lawfully transported before setting the vehicle in motion.
 - (12) City vehicles shall not be used to push or tow any other vehicle unless properly equipped for such purpose.
 - (13) City vehicles should not be left unlocked, except in extreme emergencies. Under no circumstances should keys be left with unattended vehicles.
 - (14) Any employee who is using prescription or non-prescription medication or substances having side effect(s) that may hinder or impair safe driving shall not drive on City business. In the event an employee is found to be using these substances while driving a City vehicle, that employee is subject to disciplinary action, up to and including termination.
 - (15) Employees shall not drive a City vehicle or a privately-owned vehicle on City business while under the influence of alcohol or any controlled substance. In the event an employee is found to be under the influence of alcohol or any controlled substance while driving a City vehicle, that employee is subject to disciplinary action, up to and including termination.
- (c) Maintenance and Care. Periodic inventory of equipment and vehicles will be taken at the discretion of the City Manager or other functional manager. All damaged, broken, or lost equipment will be repaired, replaced, or removed from service.
- (1) Those personnel assigned use of a vehicle or piece of equipment will be responsible for the maintenance and care of said vehicle/equipment.
 - (2) Damage arising from misuse or neglect attributable to operator negligence is subject to review by the City Manager and subsequent repair at the expense of employee held responsible for same.
 - (3) No one shall operate a City vehicle or piece of equipment that is unsafe. All employees shall report any unsafe condition, maintenance warning, or other disrepair immediately to the appropriate supervisor. If a City vehicle becomes disabled, malfunctions, or is believed to possess any characteristic presenting a safety risk in the opinion of a reasonably prudent motor vehicle operator, all employees are required to report the disrepair or unsafe condition to the appropriate supervisor immediately. In the event a City vehicle can still be operated safely without harm or undue risk to the vehicle, its passengers, or others, the City vehicle may be driven to a repair facility. If it is uncertain whether or not a City vehicle is safe for driving, the department head responsible for the vehicle shall make arrangements for the vehicle to be towed to a repair facility.

- (4) Employees shall not make any modifications to City vehicles or City vehicle mounted equipment without prior written authorization from the appropriate department official responsible for the maintenance of that vehicle or piece of equipment.
- (5) Employees who drive City vehicles shall keep the interior clean and free of trash and other debris.
- (6) No employee shall cause or allow the engine of a City vehicle within his or her custody or control to idle for more than five consecutive minutes in a one-hour period when the City vehicle is not in motion or when that engine is not being used for its primary function. No employee shall switch the City vehicle engine off and back on in a manner that would serve to comply with the five-minute limitation, but defeat the intent of this restriction, which is to reduce emissions, fuel consumption, and vehicular wear caused by engine idling. Exceptions to this rule include:
 - (i) City vehicles prohibited from movement due to traffic conditions over which the operator has no control;
 - (ii) City vehicles being used in an emergency or law enforcement capacity;
 - (iii) City vehicles being used as a primary power source for another device, such as a power take-off unit;
 - (iv) City vehicles being operated for maintenance and diagnostic purposes;
 - (v) City vehicles being used in transit operations, in which case the engine may be allowed to idle for up to 30 minutes; or
 - (vi) City vehicles idling to protect employee health or safety.

114.8 Vehicle Logs

It will be the responsibility of each operator of a City vehicle or piece of equipment to properly fill out any paperwork associated with the use, mileage, gas/lubricant applications, maintenance or any other documentation, which may be required from time to time. It is ultimately the department head's responsibility to ensure that required reports associated with City vehicles in use by their department are completed and properly filed.

114.9 Take Home Vehicle Policy

- (a) Under limited circumstances, employees of the City may be permitted to drive a City vehicle to be kept off of City premises in "home storage." Employees may be authorized to drive a City vehicle home under the following conditions:
 - (1) Employee is on 24 hour call.
 - (2) Department heads, supervisors, or other employees that are subject to emergency call-back after regular work hours.
 - (3) Employees that conduct City business on a frequent basis before and after normal working hours.

- (a) Any employee allowed to take home a City owned vehicle must:
 - (1) receive permission from his or her department head and the City Manager, in writing, stipulating the conditions and privileges.
 - (2) keep the vehicle at their home or at a pre-designated area;
 - (3) use the vehicle for City business use only. Personal or private use of a City owned take-home vehicle is prohibited.
 - (4) park the vehicle off the street; and
 - (5) only allow City employees to ride in the City vehicle without explicit authorization.
- (b) Use of a City owned vehicle as a take-home vehicle is a discretionary privilege that can be withdrawn by the City Manager for any reason.

114.10 Traffic Citations and Accidents

- (a) Generally. Supervisors receiving a report of a Driving Event, or any employee condition related to driving safety, shall promptly investigate the surrounding circumstances, prepare a written report, and forward it report to the department head within 48 hours. The supervisor shall require the employee to present all court documents and motor vehicle record reports necessary for the department to evaluate whether a potentially disqualifying Driving Event has occurred.
- (b) Traffic Citations. If an employee receives a traffic citation for a moving violation committed while operating a City-owned vehicle or while driving their personal vehicle on City business, the employee will be expected to pay any resulting fine at their own expense. Repeated traffic violations or misuse of City vehicles or equipment may result in disciplinary action, up to and including termination.
- (c) Accidents in City-Owned Vehicles. If an employee is involved in an accident while driving a City vehicle, that individual will be required to follow the specific accident reporting procedure outlined by the department. In general, for all departments, the employee should:
 - (1) Call 911 for immediate assistance.
 - (2) Call the Police Department immediately. Do not move the vehicle in the event of an injury accident until directed by a police officer.
 - (3) Obey all state laws regarding rendering assistance to any injured persons, providing required information, and cooperating with law enforcement investigation of the accident.
 - (4) Provide their name and department to the other driver without discussing the accident with anyone except the investigating officer or their supervisor.
 - (5) Call the supervisor who will then be responsible to file the required accident form. Forms are available in the department or from Human Resources. An accident report

shall be filed in all instances involving City vehicles and equipment, regardless of the amount of the damage or location of the accident.

- (6) Report to one of our drug and alcohol testing sites immediately. A supervisor or other member of City administration must provide transport unless otherwise directed by the City Manager. Exceptions can only be made by the City Manager or his or her designee.
- (7) Failure to report any accident or vehicle damage immediately may result in disciplinary action including termination.
- (d) Employees who are involved in any arrest, citation, indictment, investigation, collision, or other incident in which the employee's use of alcohol, over-the-counter drugs, prescription medications, or some other drug or controlled substance is alleged to be a factor are expressly forbidden from operating any motor vehicle on City business pending re-authorization by the City. This includes, but is not limited to, arrests or citations for DWI/PI which have not yet reached a final adjudication.
- (e) The City Manager and department head shall review all reports of Driving Events and determine whether the employee can be permitted to drive on City business. An employee whose essential job functions including driving on City business may be subject to termination if suspended from driving City vehicles for any period.

114.11 Authority of City Manager to Control Use

The City Manager has the authority to impose additional qualifications and restrictions on the operation and use of City vehicles, if such restrictions contribute to the safety of the general public and City employees, or if they serve to improve the functional operations of any City department without compromising the safety of any person.

City of Anna Personnel Policy Manual Section 115. Substance Abuse Policy
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115.1 Purpose

It is the policy of the City to maintain a work environment free from the use, possession and effect of controlled substances and alcoholic beverages. The City recognizes that drugs and alcohol impair employee judgment, which may result in increased safety risks, hazards to the public, employee injuries, faulty decision-making, and reduced productivity. Therefore, the City expects all employees to be in a state of mind and physical condition fit to complete their assigned duties safely and competently during work hours.

115.2 General Policy

- (a) Being under the influence of alcohol or controlled substance on City property is prohibited, regardless of whether or not the employee is currently on duty. The unauthorized use or possession of prescription drugs or excessive or improper use of over-the-counter drugs on City property is prohibited.
- (b) Employees who violate this policy are subject to appropriate disciplinary action, including termination.
- (c) This policy applies to all employees of the City, regardless of rank or position, and includes temporary and part time employees.

115.3 Violations

- (a) The sale or unlawful manufacture, possession, distribution, and/or use of controlled substances or alcoholic beverages by an employee while on duty or during lunch and/or other breaks or at any time while the employee is on a City work site or on duty, is absolutely prohibited and constitutes cause for discipline, up to and including termination, in accordance with these personnel regulations. The appropriate law enforcement agency will be notified of any such sale, distribution, and/or use of illegal substance by employees. Any employee who is arrested for a drug-related crime under a state or federal criminal drug statute for violations occurring on or off duty must report their arrest to their supervisor within three days.
- (b) The City retains the right to perform drug tests of its employees at any time when appropriate under these regulations and at a testing facility of its choosing. Failure to comply with instructions to report and submit to a drug test as authorized under these policies will be considered insubordination and may constitute grounds for disciplinary action up to and including termination.

115.4 Surveillance, Searches, and Testing

- (a) Generally. By accepting an offer of employment, all employees of the City consent to the video surveillance described below, at any time the City may choose, and also release the

City from all liability, including liability for negligence, associated with the enforcement of the policies and procedures in this Manual and/or any searches or surveillance or testing undertaken pursuant to this section. This consent to surveillance and searches and accompanying release of liability does not create, modify, or otherwise affect the employee-at-will status of any City employee, and should not be interpreted to constitute any guarantee or promise of employment. Failure to adhere to this section and any related policies or procedures may subject an employee to disciplinary action, up to and including termination without warning.

- (b) Surveillance. In order to promote the safety of employees and City visitors, as well as the security of its facilities, the City may conduct video surveillance of any portion of its premises at any time, the only exception being private areas of restrooms, showers, and dressing rooms. The City may position video cameras in appropriate places within and around City buildings to monitor activity and promote the safety and security of people and property. All desks, storage areas, lockers, and all vehicles owned, financed, or leased by the City or used by the City to transport employees, goods, and/or products are subject to monitoring and search at any time without the employee's knowledge, presence, or permission.

(c) Searches.

- (1) The City reserves the right to conduct searches to monitor compliance with rules concerning the safety of employees, security of the City and individual property, drugs and alcohol, and possession of other prohibited items. "Prohibited items" includes: illegal drugs, alcoholic beverages, prescription drugs or medications not used or possessed in compliance with a current valid prescription; unauthorized weapons; any items of an obscene, harassing, demeaning, or violent nature; and any property in the possession or control of an employee who does not have authorization from the owner of the property to possess or control the property. "Control" means knowing where a particular item is, having placed an item where it is currently located, or having any influence over its continued placement. The City may search employees, their work areas, lockers, personal vehicles (if driven or parked on City property), and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers, and such searches shall be conducted in accordance with these policies. In requesting a search, the City makes no accusation of theft, some other crime, or any other variety of improper conduct.
- (2) There is no general or specific expectation of privacy in the workplace of the City, either on the premises of City property or while on duty. Employees should assume that what they do while on duty or on City premises is not private. All employees and all of the areas listed above are subject to search at any time; if an employee uses a locker or other storage area at work, including a locking desk drawer or locking cabinet, the City will either furnish the lock and keep a copy of the key or combination, or else allow the employee to furnish a personal lock, but the employee must give the City a copy of the key or combination. The areas in question may be searched at any time, with or without the employee being present. As a general rule, with the exception of items relating to personal hygiene or health, no employee should ever bring anything to work or store anything at work that he or she would not be prepared to show and possibly turn over to City officials and/or law enforcement authorities.

- (3) The City may conduct unannounced searches or inspections of City-owned property where there is reasonable suspicion of criminal activity or the presence of alcohol or controlled substances. These searches may include, but are not limited to, lockers, offices, tool chests, and desks located on City property, work sites and City-owned vehicles. Where an employee may be able to limit access to a City-owned container (such as a locker securable by a padlock), the City may either request that the employee remove any locks to allow a search or physically remove the locks without prior notice to the employee. The City will not reimburse any expenses associated with removal of a security device to allow a search of City premises.
- (4) The City may search or seize an employee's personal property when there is reasonable suspicion of criminal activity or the presence of alcohol or controlled substances. In conducting such searches or seizures, the City will coordinate with the Police Department and/or the City Attorney's office before conducting a search or seizure, except when exigent circumstances are present. All employees of the City are subject to this policy. However, any given search may be restricted to one or more specific individuals, depending on the situation. "Reasonable suspicion" means circumstances suggesting to a reasonable person that there is a possibility that one or more individuals may be in possession of a prohibited item as defined above. Any search performed under this policy will be done in a manner protecting the employees' privacy, confidentiality, and personal dignity to the greatest extent possible.
- (5) No employee will be physically forced to submit to a search or seizure unless exigent circumstances require same. However, an employee who refuses to submit to a search request from the City will face disciplinary action, up to and possibly including immediate termination of employment.

(d) Testing.

- (1) When the department head, Human Resources or City Manager has a reasonable suspicion that an employee, at work or when reporting to work, is under the influence of alcohol or a controlled substance, or is abusing alcohol or a controlled substance and appears to be impaired or unfit for duty, the employee will be required to submit to a drug-alcohol test. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonable prudent person to suspect that an employee is under the influence of drugs or alcohol such that the employee's ability to perform the functions of the job is impaired or reduced. Observations which constitute a factual basis for determining reasonable suspicion may include, but are not limited to: odor of alcoholic beverage, erratic behavior, violent mood swings, excessive absenteeism including tardiness, a medical emergency that can be attributed to drug use, physical on-the-job evidence of drug use, documented deterioration in the employee's job performance, or an accident which is caused by the apparent action or inaction of the employee.
- (2) The immediate supervisor or department head or Human Resources will submit information in writing, to the City Manager that describes the incident, documenting the circumstances leading to the conclusion that a drug test is necessary. Such documentation will include the date, time, place, description of incident, and statements of witnesses. Any other evidence such as drugs, drug paraphernalia and containers will be collected. After documenting the incident, the department head

will contact Human Resources and the City Manager to determine if drug testing is appropriate and to arrange for testing. If drug testing is appropriate, the immediate supervisor or department head will transport the employee to the drug specimen collection facility. The drug/alcohol tests may utilize urine, blood, hair follicle, or other type of sample as medically appropriate and feasible under the circumstances. After testing, the employee will be transported home by their immediate supervisor, a relative or their emergency contact of record and instructed not to report to work until the results of the test are known.

- (3) Failure to comply with requested drug testing will subject the employee to disciplinary action, which may include termination.

115.5 Preventive Acts

- (a) Employees taking drugs prescribed by an attending physician must advise their immediate supervisor in writing of the possible effects of such medication regarding their job performance and physical/mental capabilities. This written information must be kept confidential and communicated to the immediate supervisor prior to the employee commencing work. All prescription drugs must be kept in their original container.
- (b) Supervisors should reasonably accommodate any temporary or permanent limitations caused by an employee's medications. Extreme caution should be used in all assignments of medicated employees involving operation or supervision of motor vehicles or heavy equipment, and any doubt should be resolved in postponing any such operation or supervision until it is certain that the employee can safely do so.

115.6 Work Related Accident

Any employee involved in a work related accident shall be subject to urine, breath, blood and/or hair follicle testing for drug or alcohol use or abuse. In the context of this subsection, "involved" includes all rational connections to the accident, and may call for drug testing of an employee who was injured due to the apparent fault of another person.

City of Anna

Personnel Policy Manual

Section 116. Reservation of Rights

116.1 Reservation of Rights

- (a) The City reserves the right (with or without notice) to interpret, change, suspend, cancel or dispute all or any part of this policy, or the procedures or benefits discussed herein. Where practicable, employees will be notified before implementation of any change.
- (b) Although adherence to this entire Manual is considered a condition of continued employment, nothing in this Manual alters an employee's status and shall not constitute nor be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any or no reason, without notice and the City retains the right to terminate any employee at any time, for any or no reason, without notice.
- (c) In the event of a typographical or scrivener's error in this Manual as to any number, letter, word, sentence, phrase or other content, which if implemented literally would have the effect of proving any unintended benefit or degree of benefit, the City Manager shall have full discretion to implement the provision(s) where such errors appear as if the provision(s) had been stated without the error and with the correct content. Any employee who notices a typographical or scrivener's error in this Manual or any amendment to this Manual shall promptly report same to the employee's supervisor or department head.

116.2 Other Laws and Regulations

This Manual is not intended to fully describe or explain all of an employee's potential rights or duties. The provisions of this policy shall apply in addition to, and shall be subordinated to, any requirements imposed by applicable federal, state, or local laws, regulations or judicial decisions. Employees who desire further information should independently investigate the governing law and contact an attorney to evaluate their position. Unenforceable provisions of this policy shall be deemed to be deleted without invalidating any other parts of this Manual.

Personnel Policy Manual

Acknowledgement Form Property of the City of Anna

TO BE SIGNED & RETURNED PRIOR TO START OF CITY EMPLOYMENT
(Employees are not eligible for compensation, leave, or benefits until this document has been signed and included in that employee's personnel file.)

I, _____, acknowledge receipt of a full copy of the City of Anna Personnel Policy Manual (this "Manual") and that I have read and understood its contents. Like all other employees of the City covered under this Manual, I am responsible for knowing its contents and keeping it updated. I also understand that this Manual is City property that must be returned to the Human Resources Administrator when I leave this organization. I understand and acknowledge that the City of Anna may change or modify the policies and procedures in this handbook at any time, with or without prior notice. I understand that violating the policies and rules set out in this handbook may lead to disciplinary action up to and including termination.

I further understand that this Manual does not create a contract for employment with the City of Anna or in any way modify, limit, or alter the "at-will" nature of the undersigned's employment with the City of Anna.

Issued to: _____

Signed: _____

Date received: _____

A copy of this signed page shall be placed in the employee's personnel file.

CONSIDERATION FOR PROMOTION/TRANSFER REQUEST

I understand that the information conveyed in this document shall be used to consider my request for the promotion/transfer described herein only. Furthermore, I understand that I must provide a separate completed form to be considered for each promotion/transfer.

Name _____ SSN (last 4 digits) _____

I request to be considered for a promotion/transfer (circle one) from my present job position,

(Position Title and Department)
to the job position of:

(Position Title and Department)

Years Employed with the City: _____ Years in Current Position: _____

Reason for Promotion/Transfer:

Applicant's Signature

Date

Current Department Head
Approval/Denial (circle one)

APPROVED/DENIED BY

DATE

Receiving Department Head
Approval/Denial (circle one)

APPROVED/DENIED BY

DATE

City Manager
Approval/Denial (circle one)

APPROVED/DENIED BY

DATE



Personnel Action Form

Effective Date: _____

Employee Name: _____ Employee ID # _____

Address: _____

Telephone: _____ Date of Hire _____ DOB _____

Fund No. _____ Dept. Code _____ Last four of SS # _____

Type of Action

☐ Pay Adjustment ☐ Promotion ☐ Transfer ☐ Reclass ☐ Disciplinary Action

☐ Other: _____

CURRENT:

Job Title: _____ Fund No. _____

Dept Code _____ Hourly / Salary Rate _____

Department Division / Name _____

Annual hours _____ Public Safety Step _____

☐ Full Time ☐ Part Time ☐ Temporary/Seasonal ☐ Exempt ☐ Non-Exempt

NEW:

Job Title: _____ Fund No. _____

Dept Code _____ Hourly / Salary Rate _____

Department Division / Name _____

Annual hours _____ Public Safety Step _____

☐ Full Time ☐ Part Time ☐ Temporary/Seasonal ☐ Exempt ☐ Non-Exempt

LEAVE OF ABSENCE (LOA) or SUSPENSION:

Date of Action: _____ ☐ Leave of Absence ☐ Suspension

Date of Return: _____ ☐ Leave of Absence ☐ Suspension

Nature of Leave: ☐ Disciplinary Reasons ☐ FMLA ☐ STD ☐ LTD

Approved By:

Department Director Date

HR Director Date

City Manager/CM Designee Date

DISCRIMINATION/HARASSMENT/SEXUAL HARASSMENT COMPLAINT FORM

This form may be filled-out by the complainant or person receiving the complaint.

Date of Complaint: _____

Name of Person Completing this Form: _____

Phone Number: _____ Title: _____

Complainant Information

Name: _____ Title: _____

Direct Supervisor: _____ Department: _____

Work Address: _____ Work Phone: _____

Home Address: _____ Home Phone: _____

Type of Complaint: *(check the type(s) of discrimination/harassment that relates to this complaint)*

Sexual Harassment ☐	Sex Discrimination ☐	Racial Discrimination ☐
Age Discrimination ☐	Religious Discrimination ☐	National Origin Discrimination ☐
Disability Discrimination ☐	Pregnancy Discrimination ☐	Color Discrimination ☐
Sexual Orientation ☐	Gender Identity ☐	Genetic Information ☐

Hostile Work Environment or Retaliation: *(must be based on one or more of the protected groups listed above, check if appropriate)*

Hostile Work Environment ☐

Retaliation ☐

By initialing the below box you are acknowledging that you understand that every complaint of a discrimination/harassment/sexual harassment nature will be investigated and that the accused will be notified of the complaint.

Initials

What or who do you believe was responsible for the alleged discrimination or harassment incident(s)?

Accused Information

Name: _____ Title: _____

Relationship to Complainant: (i.e. supervisor, co-worker, subordinate, etc.) _____

Direct Supervisor: _____ Department: _____

Work Address: _____ Work Phone: _____

Describe the alleged harassment or discrimination incident(s). Please specify location(s), date(s), and time(s) of each occurrence. Use as much detail as possible. Attach additional sheets, if necessary.

Did you inform the alleged offender(s) their behavior was unacceptable?

Yes ☐

No ☐

If yes, please describe:

Were there any witnesses to the alleged harassment or discrimination incident(s)?

Yes ☐

No ☐

If yes, please provide the name(s), address(es) and phone number(s):

Have you reported this incident to anyone else?

Yes ☐

No ☐

If yes, please provide the name(s), address(es) and phone number(s):

What remedy are you seeking?

Please attach any supporting documentation to this form.

I, _____ (complainant name) certify this statement is true and factual.

Complainant's Signature:

	Date:
Printed Name:	Phone Number:

**NOTICE OF INTENT TO RETURN
FROM FAMILY MEDICAL LEAVE**

Name:		Date:
Social Security Number:	Department:	
Date of Leave Commenced:	Date of Planned Return:	

I understand that my restoration to employment is subject to the following conditions:

1. If leave was for a continuous block of time and my health care provider has released me to return to work, I intend to return to work as scheduled.

_____ Yes

_____ No. If “no” is selected, I am stating I do not intend to return to work and I am resigning my employment with the City of Anna.

2. I was advised, prior to the date of this Notice, that as a condition of my restoration to employment, I would be required to provide a written certification from my health care provider that I am able to resume working and can perform the essential functions of my job. My health care provider has reviewed documents related to my job and their certification is indicated below.

Employee's Signature:

	Date:
--	-------

Health Care Provider Information:

Health Care Provider Name:	Certification Date:
I have examined the above referenced employee and compared the employee's condition to the job duties and requirements for the position of _____. I hereby certify that he/she is fully able to resume working in that position.	

Health Care Provider's Signature:

	Date:
Printed Name:	Phone Number:

Certification of Health Care Provider for
Employee's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor

Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT

OMB Control Number: 1235-0003

Expires: 5/31/2018

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

Employee's job title: _____ Regular work schedule: _____

Employee's essential job functions: _____

Check if job description is attached: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 20 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: _____
First Middle Last

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). Please be sure to sign the form on the last page.

Provider's name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Mark below as applicable:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

___ No ___ Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Will the patient need to have treatment visits at least twice per year due to the condition? ___ No ___ Yes.

Was medication, other than over-the-counter medication, prescribed? ___ No ___ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

___ No ___ Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ___ No ___ Yes. If so, expected delivery date: _____

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: ___ No ___ Yes.

If so, identify the job functions the employee is unable to perform:

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF LEAVE NEEDED

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? ___ No ___ Yes.

If so, estimate the beginning and ending dates for the period of incapacity: _____

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? ___ No ___ Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?
___ No ___ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Estimate the part-time or reduced work schedule the employee needs, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? ___ No ___ Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?
___ No ___ Yes. If so, explain:

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Certification of Health Care Provider for
Family Member's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 5/31/2018

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: _____

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: _____
First Middle Last

Name of family member for whom you will provide care: _____
First Middle Last

Relationship of family member to you: _____

If family member is your son or daughter, date of birth: _____

Describe care you will provide to your family member and estimate leave needed to provide care:

Employee Signature

Date

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider’s name and business address: _____

Type of practice / Medical specialty: _____

Telephone: (_____) _____ Fax: (_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

___ No ___ Yes. If so, dates of admission: _____

Date(s) you treated the patient for condition: _____

Was medication, other than over-the-counter medication, prescribed? ___ No ___ Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? ___ No ___ Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

___ No ___ Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? ___ No ___ Yes. If so, expected delivery date: _____

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ☐ No ☐ Yes.

Estimate the beginning and ending dates for the period of incapacity: _____

During this time, will the patient need care? ☐ No ☐ Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? ☐ No ☐ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary: _____

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? ☐ No ☐ Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

_____ hour(s) per day; _____ days per week from _____ through _____

Explain the care needed by the patient, and why such care is medically necessary:

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? ____ No ____ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: ____ times per ____ week(s) ____ month(s)

Duration: ____ hours or ____ day(s) per episode

Does the patient need care during these flare-ups? ____ No ____ Yes.

Explain the care needed by the patient, and why such care is medically necessary: _____

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

APPLICATION FOR FAMILY AND MEDICAL LEAVE (FMLA)

Name:		Date:
Social Security Number:	Department:	
Mailing Address (home):		Home Phone Number:
Supervisor's Name:		Phone Number:
☐ Full-Time Exempt ☐ Full-Time Non-Exempt		☐ Part-Time
Hire Date:	Normal Work Hours Per Week:	
Anticipated Begin Date of Leave:	Expected Return to Work Date:	
Has the Employee Taken Other <i>FMLA</i> leave During this Calendar Year? No		
☐ Yes ☐ No. If Yes, How Many Work Days?		
Explain Reason for Request:		
Schedule of Leave Request: ☐ For entire period requested above ☐ Intermittent (a few hours a day, for a few days a week or on an as needed basis) ☐ Reduced Schedule (reduction in hours worked per work week or work day)		
☐ Retain Leave Balances During Leave ¹ ☐ Use Applicable Leave Balances ²		

Request is initiated by: ☐ Employee ☐ Supervisor ☐ Other (family member)

Signature of Person Initiating Request:

Signature:	Date:
------------	-------

This form must be returned to the employee's Department Head prior to approval of any FMLA leave.

Note: After making the Department Head aware that the employee needs leave for a reason that might qualify FMLA Leave, it is the responsibility of the employee to obtain from the physician the completed *Certification of Health Provider Form* and return to Human Resources within fifteen (15) days.

¹ Results in FMLA leave being unpaid leave.
Appendix A-8

² When all applicable leave balances are exhausted, approved FMLA leave will continue as unpaid leave.

GARRITY WARNING

To be given to an employee by their employer during an employment investigation that requires the employee to either provide information or be discharged for refusing to provide information. If such a warning is given, the employee may object to the use of such information in a subsequent criminal proceeding on the basis that a self-incriminating statement was made under duress.

GARRITY WARNING

I wish to advise you that you are being questioned as part of an official investigation of your employer. You will be asked questions specifically, directly and narrowly related to performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the law and the Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you could be subject to discharge. If you do answer, neither your statement, nor any information or evidence which is gained by reason of such statement, can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent discipline.

I, _____ (employee name) agree to testify or to answer questions relating to the performance of my official duties or fitness for duty.

____ Yes

___ No. If “no” is selected, I am stating I refuse to testify or to answer questions relating to the performance of my official duties or fitness for duty and I am resigning my employment with the City of Anna.

Employee's Acknowledgment:

	Date:
Printed Name:	

Human Resource Representative Acknowledgement:

	Date:
Printed Name:	

PERFORMANCE IMPROVEMENT PLAN

Employee Name:	Job Title:
Department:	Date:

Performance in need of improvement *(List the goals the employee will initiate to improve work performance, as well as an action plan for how the employee will achieve each goal. Include skill development and changes needed to meet work performance expectations):*

Goals	Action Plan
1.	
2.	
3.	

Targeted Date for Improvement:

Expected results *(List measurements, where possible):*

Projects are completed on time and within budget

Dates to review progress by the employee and supervisor:

Progress at review dates *(Use additional sheets as necessary):*

- ☐ Employee has achieved the required improvement(s) described above.
- ☐ Employee has not achieved the required improvement(s) described above.

Employee Signature:	Date:
Supervisor Signature:	Date:

APPEAL OF DISCIPLINARY ACTION FORM
(To be completed by Complainant and returned to Human Resources)

Name:	Date:
Social Security Number:	Department:

Effective Date of Action: _____

Type of Action: *(check the type of action that relates to this appeal)*

Involuntary Transfer ☐ Dismissal ☐ Suspension ☐ Demotion ☐

Were you serving a probationary or trial period at the time of the action you are appealing?

Yes ☐ No ☐

Employment status at the time of the action you are appealing?

Permanent ☐ Seasonal ☐ Temporary ☐

Describe the action taken against you and why it was not reasonable, in your opinion. Attach additional sheets, if necessary.

What remedy are you seeking?

Employee's Signature:

	Date:
--	-------

Appendix A-11

Outcome of Appeal to be recorded by Human Resources Department, below.

SUPERVISOR/DEPARTMENT HEAD

DATE

HUMAN RESOURCES ADMINISTRATOR

DATE

FORMAL GRIEVANCE FORM

(To Be Completed By Complainant)

Date: (Date of Letter) _____

To: (Employee's Supervisor) _____

Supervisor's Position: _____

From: (Name of Employee) _____

Employee Position: _____

Department: _____

Nature of Grievance: _____

Date grievance reported to Supervisor: _____

Date to be resolved: _____

SIGNED:

COMPLAINANT

DATE

FIRST STEP - SUPERVISOR / DEPARTMENT HEAD:

Date of Meeting: _____ Time: _____ Place : _____

Comments or Additional Information (Supervisor/Department Head):

SIGNED:

SUPERVISOR/DEPARTMENT HEAD

DATE

Appendix A-12

Outcome of Grievance (or reasons for failure to reach settlement) to be recorded by Supervisor or Department Head, whichever is appropriate, below.

Accepted / Not accepted by Complainant: _____

SIGNED :

_____	_____
COMPLAINANT	DATE

_____	_____
WITNESS	DATE

_____	_____
WITNESS	DATE

SECOND STEP – CITY MANAGER LEVEL

Date of Meeting: _____ Time: _____ Place : _____

Comments or Additional Information (City Manager or his/her designee):

Outcome of Grievance (or reasons for failure to reach settlement) to be recorded by Mayor or his/her designee, whichever is appropriate, below.

Accepted/Not accepted by Complainant: _____

Appendix A-12

SIGNED:

COMPLAINANT

DATE

WITNESS

DATE

WITNESS

DATE

City Manager's Printed Name: _____

CITY MANAGER'S SIGNATURE

DATE

The content of this form is Private and Confidential

EMPLOYEE REPRIMAND

(To be Completed by Employee's Supervisor or Department Head)¹

To: (Name of Employee / Position) _____

From: (Name of Supervisor / Position) _____

Department: _____

Date(s)/time period(s) of employee's conduct resulting in reprimand: _____

Summary description of employee's conduct resulting in reprimand: _____

_____ (continue on additional pages if necessary)

The conduct described above must not be repeated and further disciplinary action will result if the employee fails to show and maintain satisfactory improvement. Summary description of expected conduct and behavior:

_____ (continue on additional pages if necessary)

Date to be resolved by employee (insert date and/or circle one or more):

Date: _____ immediately / all future times / all future similar situations

SIGNED:

SUPERVISOR or DEPARTMENT HEAD

DATE (Date of Reprimand)

(Section Below to be Completed by Employee)

I understand that my signature below does not necessarily mean that I agree with this reprimand, but rather only that I was given this reprimand. I also understand that if I were to refuse to sign this reprimand, I will be subject to further discipline up to and potentially including termination.

SIGNED:

EMPLOYEE

DATE

Employee's comments (optional) _____

_____ (continue on additional pages if necessary)

¹ Note: In certain circumstances, a reprimand may be completed and signed by the City Manager.

Certification of Health Care Provider for
Family Member's Serious Health Condition
(Family and Medical Leave Act)

U.S. Department of Labor
Wage and Hour Division



'2 N27 6(N' C203/(7(' F2R0 72 7+(' (3AR70(N7 2F /A%2R R(78RN 72 7+(3A7I(N7.

2M% Control Number: 1235-0003
Expires: 5/31/2018

SECTION I: For Completion by the EMPLOYER

INSTRUCTIONS to the EMPLOYER: The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact:

SECTION II: For Completion by the EMPLOYEE

INSTRUCTIONS to the EMPLOYEE: Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name:
First Middle Last

Name of family member for whom you will provide care:-----
First Middle Last

Relationship of family member to you:

If family member is your son or daughter, date of birth:-----

Describe care you will provide to your family member and estimate leave needed to provide care:

Employee Signature

Date

SECTION III: For Completion by the HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address:

Type of practice / Medical specialty:

Telephone: () Fax: ()

PART A: MEDICAL FACTS

1. Approximate date condition commenced:

Probable duration of condition:

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

No Yes. If so, dates of admission:

Date(s) you treated the patient for condition:

Was medication, other than over-the-counter medication, prescribed? -No Yes.

Will the patient need to have treatment visits at least twice per year due to the condition? No Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

No Yes. If so, state the nature of such treatments and expected duration of treatment:

2. Is the medical condition pregnancy? No -Yes. If so, expected delivery date:

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? No Yes.

Estimate the beginning and ending dates for the period of incapacity: -----

During this time, will the patient need care? No Yes.

Explain the care needed by the patient and why such care is medically necessary:

5. Will the patient require follow-up treatments, including any time for recovery? No Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

Explain the care needed by the patient, and why such care is medically necessary: -----

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery?
No Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

..... hour(s) per day; days per week from through

Explain the care needed by the patient, and why such care is medically necessary:

7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? No Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: ----- times per ----- week(s)-----month(s)

Duration: ----- hours or-----day(s) per episode

Does the patient need care during these flare-ups? No Yes.

Explain the care needed by the patient, and why such care is medically necessary: -----

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

Signature of Health Care Provider

Date

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Stephanie
Beitelschies

AGENDA ITEM:

Approve a Resolution amending the Compensation Philosophy (Director of Human Resources Stephanie Beitelschies)

SUMMARY:

With the approval of the Fiscal Year 2022-2023 Budget, it is recommended that City Council approve an amendment of the compensation philosophy. **This request aligns the targeted 3.5% salary increase for the highest performance rating and the promotional vacancy practices.**

This philosophy would include the following elements, defined as follows:

Philosophy 1: Establish the market, defined as cities located in whole or in part in Collin County, as these cities are the competition for employment in our region.

Philosophy 2: Maintain pay ranges and step plans with the intent on being relevant and competitive in the Collin County Market, reviewing these for such annually, working towards the 50th percentile, weighted for organizational size and population served.

Philosophy 3: Maintain a merit system of compensation, whereby employees are compensated for performance, targeted at 3.5% maximum for the highest performance rating, providing for performance improvement plans and deferrals for low performers not meeting expectations, yet encouraging excellence by tying salary increases to performance.

Philosophy 4: Maintain a retention system, for encouraging senior and long-term employees, rewarding longevity, consistent with system internal equities, inclusive of longevity pay, incremental adjustments based on tenure, and lump sum payment when achieving the top of scale or step, not to exceed \$2,000.

Philosophy 5: Maintain a promotional vacancy practice providing for no less than 3.5% increase for promotions (or the next highest step, if in a step plan)

Philosophy 6 : All stated strategies herein are subject to annual funding availability, and not a guarantee of future compensation.

FINANCIAL IMPACT:

The financial impact is being provided for within the approved FY22/23 Fiscal Year Budget Adoption.

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 compensation philosophy.

ATTACHMENTS:

1. Resolution Amending the Employee Compensation Philosophy

APPROVALS:

Stephanie Beitelschies, Director Human Resources
Jim Proce, City Manager

Created/Initiated - 10/6/2022
Final Approval - 10/6/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ANNA, TEXAS AMENDING THE
EMPLOYEE COMPENSATION AND CLASSIFICATION PLAN, PROVIDING
FOR A COMPENSATION PHILOSOPHY, PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City Council of the City of Anna, has previously adopted a Strategic Plan in Fiscal Year 2018-2019, as amended in Fiscal Year 2020-2021, and as a part of that plan, had directed staff to evaluate employee compensation plan for the purpose of updating and amending employee compensation plan; and,

WHEREAS, the Fiscal Year 2022-2023 budget includes several new positions that were not previously included the City's employee compensation and classification plan; and,

WHEREAS, in an effort to hire and retain qualified and trained employees, the City Council finds and determines that it is in the best interests of the City to update the employee compensation and classification plan; and,

WHEREAS, it is desirous and customary to provide a step plan for the Police and Fire Departments, respectively, and to provide an open range plan for all non-public safety employees and management employees, to attract and retain qualified personnel; and,

WHEREAS, it is desirous to provide a lateral hiring practice for public safety recruitment to enable the hiring of experienced personnel above entry level rates commensurate with applicant qualifications, up to the third step, and experience; and,

WHEREAS, it is desirous to establish a pay scale setting Anna in alignment with the market, based upon comparable factors and market conditions; and,

WHEREAS, it is desirous to ensure all job descriptions were properly graded based upon compensable factors, internal equity issues are addressed, and all staff below established grades are brought to minimum grade; rates are adjusted for tenure, market, and adjusted for staff size and city population and,

WHEREAS, it is desirous to adopt a compensation philosophy and strategy that is equitable, fair, and sustainable, but limited to available funding each budgeted year; and

WHEREAS, it is desirous to provide a management system that the City Manager or designee shall manage, administer, and implement for the purpose of hiring, firing, reclassifying, promoting, creating of job descriptions, for the retaining and recruiting of qualified staff; 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 Amended Pay Classification Plan and Compensation Philosophy.

The City Council hereby approves an amendment to Resolution No. 2021-08-965 to amend the compensation philosophies set forth as follows.

Philosophy 1: Establish the market, defined as cities located in whole or in part in Collin County, as these cities are the competition for employment in our region.

Philosophy 2: Maintain pay ranges and step plans with the intent on being relevant and competitive in the Collin County Market, reviewing these for such annually, working towards the 50th percentile, weighted for organizational size and population served.

Philosophy 3: Maintain a merit system of compensation, whereby employees are compensated for performance, targeted at 3.5% maximum for the highest performance rating, providing for performance improvement plans and deferrals for low performers not meeting expectations, yet encouraging excellence by tying salary increases to performance.

Philosophy 4: Maintain a retention system, for encouraging senior and long-term employees, rewarding longevity, consistent with system internal equities, inclusive of longevity pay, incremental adjustments based on tenure, and lump sum payment when achieving the top of scale or step, not to exceed \$2,000.

Philosophy 5: Maintain a promotional vacancy practice providing for no less than 3.5% increase for promotions (or the next highest step if in a step plan)

Philosophy 6 : All stated strategies herein are subject to annual funding availability, and not a guarantee of future compensation.

Section 3. Effective Date.

The City Council hereby approves the amended compensation philosophy effective with the adoptions of the Fiscal Year 2022-2023 on or about October 11, 2022.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this the 11th day of October 2022.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Kimberly Winarski

AGENDA ITEM:

Approve a Resolution updating rules of procedure governing certain aspects (attire) of City Council and Boards and Commissions meetings. (Assistant to the City Manager Kimberly Winarski)

SUMMARY:

The Diversity and Inclusion Advisory Commission has made a recommendation to Council to update the appropriate attire clause of the rules of procedure of conducting public meetings, voting 6-0 in favor. In reviewing the rules of procedure as a routine part of learning about board member roles and expectations, the members noticed that most of the women in the room were wearing dresses which is not something allowed per the existing rules. Overall, the board felt like there was likely a better way for the attire clause to be written that didn't need to detail everything that was allowed and not allowed.

The board requested staff research dress codes for public meetings from other local cities to see if we could find some language that spoke to keeping meetings professional but wasn't so prescriptive. We reached out to five cities including McKinney, Plano, Allen, Richardson, and Frisco. Four of them got back to the city and told reported they did not have formal dress codes for public meetings. Plano sent the city the language in their HR policy that speaks to staff dress code expectations at public meetings and that's where the D&I Commission pulled this language from.

"During all public meetings of the Governing Body, members shall observe a business casual dress code which must be properly fitting in size and shape, neat, and clean."

The updated language is simpler and does not require everything that could possibly be worn or should possibly not be worn to be written down. This language has a longer lifespan because it doesn't need to be updated to address changing fashions. This language is more inclusive because as more people move into our community, there will likely be different types of cultural attire that are professional but that our current language doesn't account for.

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:

Staff recommends approval.

ATTACHMENTS:

1. Res. 2010-11-05 Approving Rules of Procedure of conducting meetings
2. Rules of Procedure and Attire Resolution
3. Language comparison

APPROVALS:

Kimberly Winarski, Management Analyst
Jim Proce, City Manager

Created/Initiated - 9/22/2022
Final Approval - 10/6/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. 2010-11-05

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING RULES OF PROCEDURE GOVERNING CERTAIN ASPECTS OF CONDUCTING MEETINGS OF THE CITY COUNCIL AND OF BOARDS AND COMMISSIONS APPOINTED BY THE CITY COUNCIL

WHEREAS, the City Council of the City of Anna, Texas ("City Council"), recognizes that it is desirable for there to be a uniform set of rules of procedure for conducting meetings of the City Council, boards and commission appointed by the City Council, and the business of the City Council and said boards and commissions in a sound and efficient manner;

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

Section 1. The recital set forth above is incorporated herein for all purposes as if set forth in full.

Section 2. The City Council hereby adopts the following rules of procedure.

2.01 Definitions.

- (a) Governing Body means the City Council of the City of Anna, Texas or any board or commission whose members are appointed by the City Council.
- (b) Presiding Officer means the member of the Governing Body authorized to preside over official meetings of the Governing Body. The Mayor is the Presiding Officer at all city council meetings. The Mayor Pro-tem or Deputy Mayor Pro-tem presides in the absence of the Mayor. Meetings of boards and commissions appointed by the City Council are presided over by a chairperson or president. The vice chairperson or vice president presides in the absence of the chairperson or president. The member of the Governing Body present with the longest tenure shall preside in the absence of any other presiding officer. In such cases, if two or more members of the Governing Body present have equal tenure, then the presiding officer shall be determined by the alphabetical order of the last names of the members with equal tenure.

2.02 Agendas.

- (a) Unless otherwise provided for in a Resolution or Bylaws approved by the City Council, the City Manager or the City Manager's designee shall set the agenda for all meetings of the Governing Body as prescribed in City Council Resolution 2008-01-04.
- (b) Regular city council meeting agendas will include a "Public Comment" item. Under this item, members of the audience at the council meeting are permitted to address any topic relating to City business operations. The following procedures will be followed:
 - The speaker will state his/her name and address for the record
 - Remarks will be limited to three (3) minutes
 - The speaker may address the council only one time.

The council will not respond to questions or comments by the speaker, except a council member may respond by making: (1) a statement of specific factual information given in response to an inquiry; (2) a recitation of existing policy in response to an inquiry.

2.03 Role of the Presiding Officer. The Presiding Officer shall fulfill the following duties:

- (a) Opens the meeting on time, announces the presence of a quorum, and sees to it that the meeting follows the agenda, and all discussions are focused on agenda items.
- (b) Keeps discussions focused on the matter at hand.
- (c) Sees to it that all major issues are brought to the floor in the form of a motion. The Presiding Officer shall allow additional discussion on a motion once made only after a motion is seconded. If no one seconds a motion made during a meeting, it dies for lack of support.
- (d) Uses reasonable measures to keep meetings from becoming unreasonably long.
- (e) If discussion wanders or becomes confused, the Presiding Officer calls people's attention to the motion on the floor as a way of refocusing discussion. If it is clear from the discussion that a decision will not be made within a reasonable period of time during the meeting, the Presiding Officer may ask for a motion to table the issue to a later meeting.

- (f) The Presiding Officer may authorize a member of the public to speak regarding a duly noticed agenda item under appropriate circumstances, and shall ask the speaker to limit remarks to 3 minutes.

2.04 Rules for Discussion and Debate.

- (a) Direct all remarks to the Presiding Officer, and only after being recognized by the Presiding Officer. Only one member of the Governing Body may speak at a time and must do so at a volume that is audible to the other members and other attendees of the meeting. There shall be no side discussion or debate during a meeting.
- (b) A member of the Governing Body shall stop speaking when the Presiding Officer finds it necessary to speak, but may seek to be recognized to continue to speak.
- (c) A member of the Governing Body shall confine remarks to the issue being discussed and shall not communicate with members of the audience unless: (1) it is during a public hearing and the member is addressing an audience member who has been duly authorized to speak; or (2) the Presiding Officer has recognized an audience member to speak and the member of the Governing Body has also been recognized to speak.
- (d) Members of the Governing Body should avoid using other members' names when referring to issues and positions under debate and should avoid attacking other members' motives.
- (e) Members of the Governing Body should avoid personal attacks and offensive comments and shall not use obscene language.
- (f) The Presiding Officer should warn a member about a serious offense the first time it happens (for example—personal attacks, use of obscene language, etc.).
- (g) Any type of recording device, whether audio or video, even if turned off, may not be taken into a room or area where any part of an executive session discussion is being held.

2.05 Rules for Public Hearings.

- (a) Public hearings will be conducted as follows:
 - (1) The City Manager or City Manager's designee will provide a summary report and recommendation as appropriate on the agenda item.
 - (2) The petitioner/applicant, if any will be offered an opportunity to discuss the petition/application prior to other public comment.

- (3) The petitioner/applicant will state his/her name and address for the record and will be limited to three (3) minutes to discuss the item.
 - (4) Other persons wishing to speak during the public hearing will be offered an opportunity and shall state their name and address for the record.
 - (5) All other persons wishing to speak during the public hearing will be limited to three (3) minutes to discuss the item and may speak only one time on a public hearing item.
 - (6) The petitioner/applicant, if any, will be offered an opportunity to respond to comments or questions from the Governing Body but will be limited to not more than three (3) minutes.
- (b) If an agenda item does not include a public hearing, it is the discretion of the Presiding Officer to allow public comment. If public comment is permitted, the procedures outlined in paragraph (a) of this section will pertain.
 - (c) The Presiding Officer may change the time allowed to individuals to speak regarding an item on the agenda. However, in order to provide for efficient, effective, and orderly conduct of the meetings, such changes will be allowed only under unusual conditions.

2.06 Rules for Motions.

- (a) **Making Motions.**
 - (1) Maker must be recognized by the Presiding Officer before making a motion.
 - (2) Maker then states, "I move..."
 - (3) A second to the motion is required.
 - (4) The maker of the motion has the right to speak first during the discussion.
 - (5) The maker also has the privilege of speaking last before the vote.
 - (6) The Presiding Officer recognizes each person before he or she speaks.
- (b) **Amending Motions**
 - (1) Maker must be recognized by the Presiding Officer before making a motion to amend.
 - (2) To Amend a Motion:
 - a. Requires a second from the member of the Governing Body who seconded the original motion.

- b. Motion is considered amended upon a second from the member of the Governing Body who seconded the original motion.
- (c) **Tabled Motions**
 - (1) Maker must be recognized by the Presiding Officer before making a motion to table.
 - (2) To Table a Motion:
 - a. Requires a second.
 - b. No debate is allowed.
 - c. No amendments to the tabling motion can be made.
 - d. Majority vote is required to pass the tabling motion.
 - e. A motion to table must set a definite date for reconsideration to take place at a duly noticed public meeting.
 - f. The City Manager or the City Manager's designee shall place the item on a future agenda in accordance with a motion that tabled the item. At the future meeting upon which the tabled item is placed, the item shall automatically be taken from the table for consideration in accordance with said future agenda.
- (d) **Motion to Take No Action.**
 - (1) Maker must be recognized by the Presiding Officer before making a motion to take no action.
 - (2) Taking No Action:
 - a. Requires a second.
 - b. The maker of the motion has the right to speak first during the discussion.
 - c. The maker also has the privilege of speaking last before the vote.
 - d. The Presiding Officer recognizes each person before he or she speaks.
- (e) **Motion to Adjourn**
 - (1) Maker must be recognized by Presiding Officer before making a motion to adjourn.
 - (2) To Adjourn a Meeting:
 - a. Requires a second.
 - b. Not debatable.
 - c. Cannot be amended.
 - d. Majority vote is needed to pass.

2.07 Open Meetings Act. Notwithstanding any provision of these rules, all meetings of the Governing Body shall comply with the Texas Open Meetings Act.

2.08 Rules of Dress and Decorum.

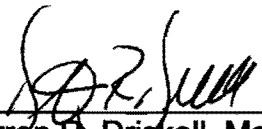
- (a) During all official meetings of the Governing Body, members shall observe a business casual dress code which shall at minimum include the following:
- (1) Males will wear a colored polo shirt, dress shirt, jeans with no holes or dress slacks. Males shall not wear T-shirts (unless dress T-shirts with a coat or blazer) shorts, opened toed shoes, hats, and non-prescription glasses.
 - (2) Females will wear a colored polo shirt, dress shirt, jeans with no holes or dress slacks, or a skirt, and appropriate dress shoes. Females shall not wear T-shirts (unless dress T-shirts with a coat or blazer) shorts, hats, and non-prescription glasses.

Section 3. All resolutions of the City in conflict with the provisions of this resolution are repealed to the extent of that conflict.

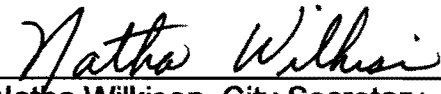
PASSED AND APPROVED by the City Council of the City of Anna, Texas this the 9th day of November, 2010.

APPROVED:

ATTEST:



Darren R. Driskell, Mayor



Natha Wilkison, City Secretary



CITY OF ANNA, TEXAS

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
AMENDING RESOLUTION NO. 2010-11-05 AND APPROVING RULES OF
PROCEDURE GOVERNING CERTAIN ASPECTS OF CONDUCTING
MEETINGS OF THE CITY COUNCIL AND OF BOARDS AND COMMISSIONS
APPOINTED BY THE CITY COUNCIL**

WHEREAS, the City Council of the City of Anna, Texas (the "City Council") has previously approved regulations and rules of procedure for meetings conducted by the City Council and boards and commissions appointed by the City Council; and,

WHEREAS, said regulations include without limitation Resolution No. 2010-11-05 attached hereto as Exhibit A and incorporated herein; and,

WHEREAS, the City's Diversity and Inclusion Committee has reviewed aspects of said regulations related to appropriate clothing and attire for public meetings of members of the City Council and said boards and commissions and has made recommendations for the City Council's consideration; and,

WHEREAS, the City Council desires to amend Resolution No. 2010-11-05 regarding appropriate attire to be observed by members of the City Council and said boards and commissions during public meetings;

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

SECTION 1. The recitals are incorporated herein as if set forth in full for all purposes.

SECTION 2. The City Council hereby approves and adopts an amendment to Resolution 2010-11-05 deleting Section 2.08 in its entirety and replacing said section with the following text:

2.08 Appropriate Attire.

During all public meetings of the Governing Body, members shall observe a business casual dress code which must be properly fitting in size and shape, neat, and clean.

CONSIDERED, PASSED AND ADOPTED by the City Council of the City of Anna at a duly noticed public meeting on the 27th day of September 2022.

APPROVED:

Nate Pike, Mayor

ATTEST:

Carrie L. Land, City Secretary

Original language:

During all official meetings of the Governing Body, members shall observe a business casual dress code which shall at minimum include the following:

- (1) Males will wear a colored polo shirt, dress shirt, jeans with no holes or dress slacks. Males shall not wear T-shirts (unless dress T-shirts with a coat or blazer) shorts, opened toed shoes, hats, and non-prescription glasses.
- (2) Females will wear a colored polo shirt, dress shirt, jeans with no holes or dress slacks, or a skirt, and appropriate dress shoes. Females shall not wear T-shirts (unless dress T-shirts with a coat or blazer) shorts, hats, and non-prescription glasses.

Proposed language:

2.08 Appropriate Attire.

During all public meetings of the Governing Body, members shall observe a business casual dress code which must be properly fitting in size and shape, neat, and clean.



Item No. 6.g.

City Council Agenda
Planning Staff Report

Meeting Date: 10/11/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding Anna Christian Friendship, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

Religious facility and two accessory structures on one lot on 5.0± acres located on the south side of County Road 376, 1,875± feet east of County Road 427. Located within the Extraterritorial Jurisdiction (ETJ).

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

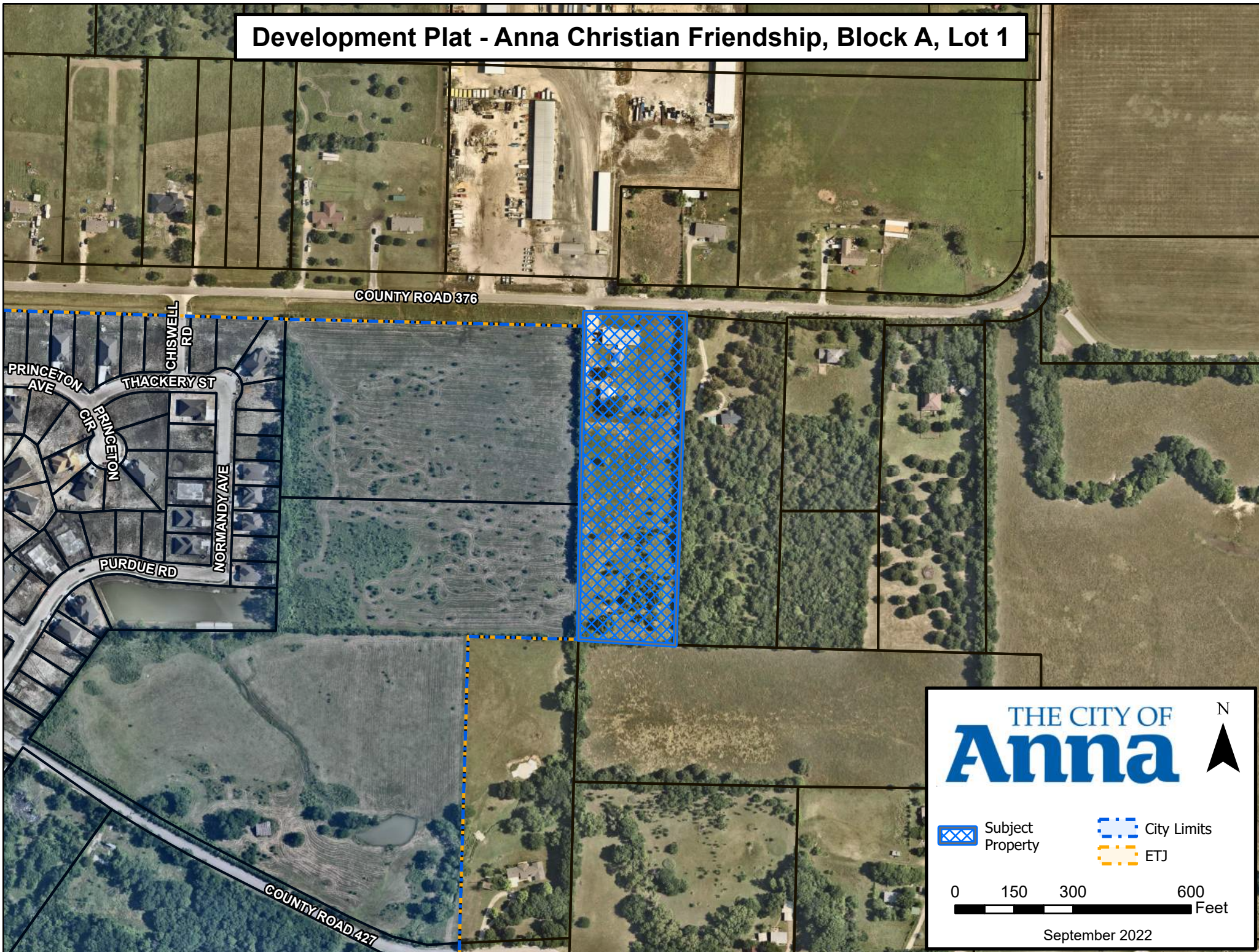
The Development Plat is in conformance with the city's Subdivision Regulations.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Anna Christian Friendship Locator Map
2. RESOLUTION - Anna Christian Friendship, Bl A, Lt 1 (DP)
3. Exhibit A (STAMPED) - Anna Christian Friendship Development Plat

Development Plat - Anna Christian Friendship, Block A, Lot 1



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA CHRISTIAN FRIENDSHIP, 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, Anna Christian Fellowship has submitted an application for the approval of the Anna Christian Friendship, 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 Anna Christian Friendship, 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 11th day of October, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

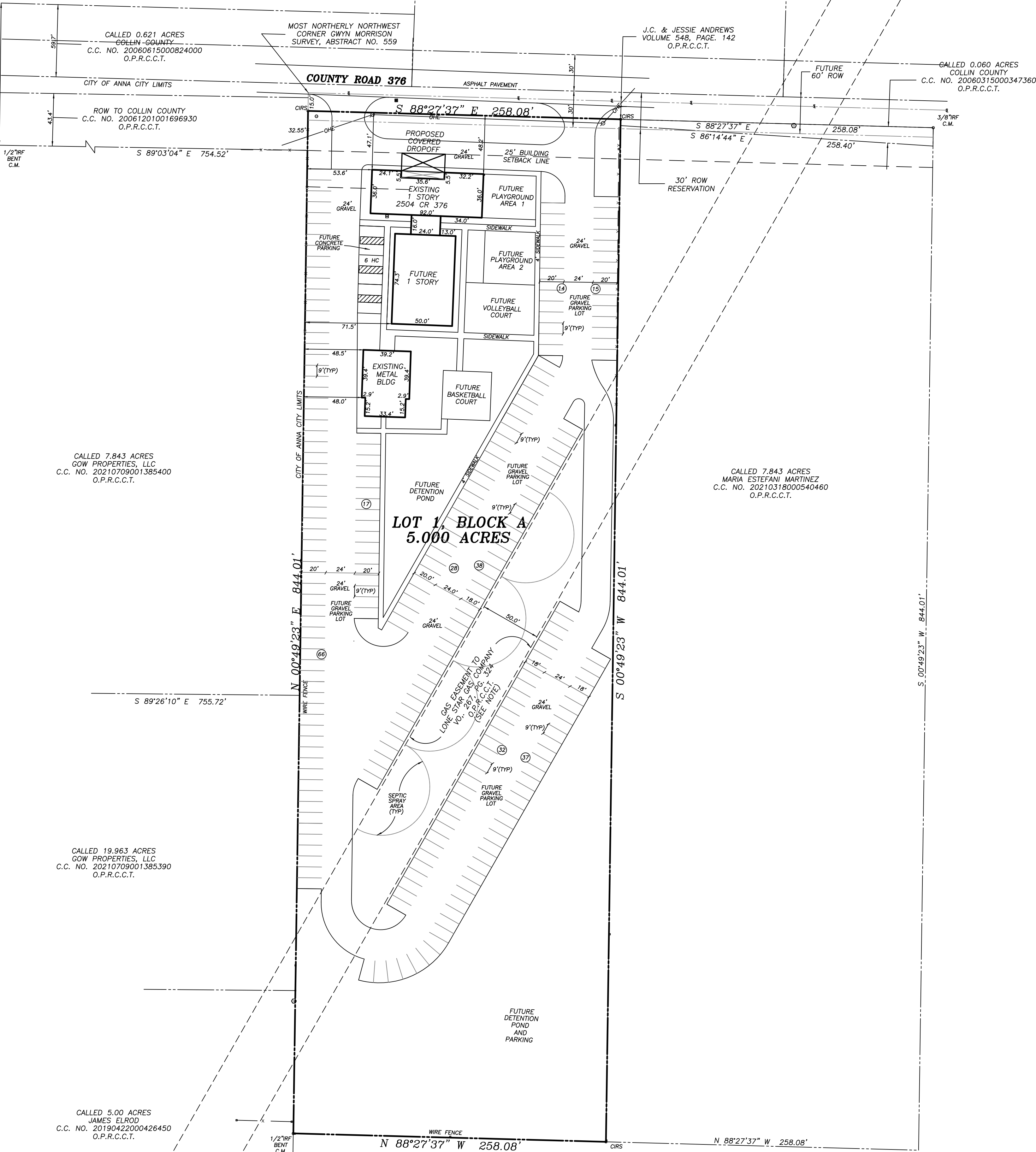


Pepper Family Partnership, LTD. as recorded in Volume 4577, Page 3016
C.C. NO. 20090520000612580
O.P.R.C.C.T.

STEPHEN KALT
C.C. NO. 20090520000612580
O.P.R.C.C.T.

J.C. & JESSIE ANDREWS
VOLUME 548, PAGE 142
O.P.R.C.C.T.

CALLLED 0.060 ACRES
COLLIN COUNTY
C.C. NO. 20060315000347360
O.P.R.C.C.T.



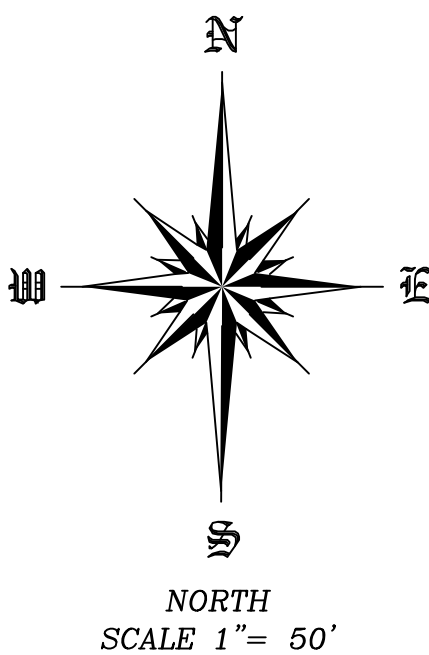
CALLLED 7.843 ACRES
GOW PROPERTIES, LLC
C.C. NO. 20210709001385400
O.P.R.C.C.T.

CALLLED 7.843 ACRES
MARIA ESTEFANI MARTINEZ
C.C. NO. 20210318000540460
O.P.R.C.C.T.

CALLLED 19.963 ACRES
GOW PROPERTIES, LLC
C.C. NO. 20210709001385390
O.P.R.C.C.T.

CALLLED 5.00 ACRES
JAMES ELROD
C.C. NO. 20190422000426450
O.P.R.C.C.T.

CALLLED 51.208 ACRES
JULIAN & PATSY SMITH
VOLUME 865, PAGE 727
O.P.R.C.C.T.



- LEGEND**
- C.M. = CONTROLLING MONUMENT
 - CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
 - IRF = IRON ROD FOUND
 - = POWER POLE
 - = MAIL BOX
 - = AC UNIT
 - * = LIGHT POLE
 - ☼ = SEPTIC SPRINKLER
 - = CLEANOUT
 - = SURVEY LINE
 - = CANOPY/COVER
 - ⑩ = PARKING COUNT
- PARKING SPACES 249
HC PARKING 6
TOTAL PARKING SPACES 255

GENERAL NOTES:

- The surveyor has not abstracted subject property.
- This survey is subject to all easements of record.
- Copyright 2022, Surdukan Surveying, Inc.
- The survey is being provided solely for the use of the current parties and that no licenses has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within 3 months of the date of this survey.
- The basis of bearings, horizontal position are derived from Texas WDS RTK Network, Texas State Plane Coordinates System, NAD83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.
- Existing water service to this site is provided by **South Grayson Water Supply Corporation**.
- Sanitary Sewer be an OSSF system on site.
- Existing electric is provided by **Grayson-Collin Electric Company**.
- Solid waste will be provided through a private solid waste company.
- Selling any portion of this addition by metes and bounds is a violation of City Ordinance and State laws, and is subject to fines and withholding of utilities and building permits.
- The Lone Star Gas Easement as recorded in Volume 267, Page 324, O.P.R.C.C.T., does not state a width. We held 25' on each side of the pipeline signs found.

CERTIFICATE OF APPROVAL

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

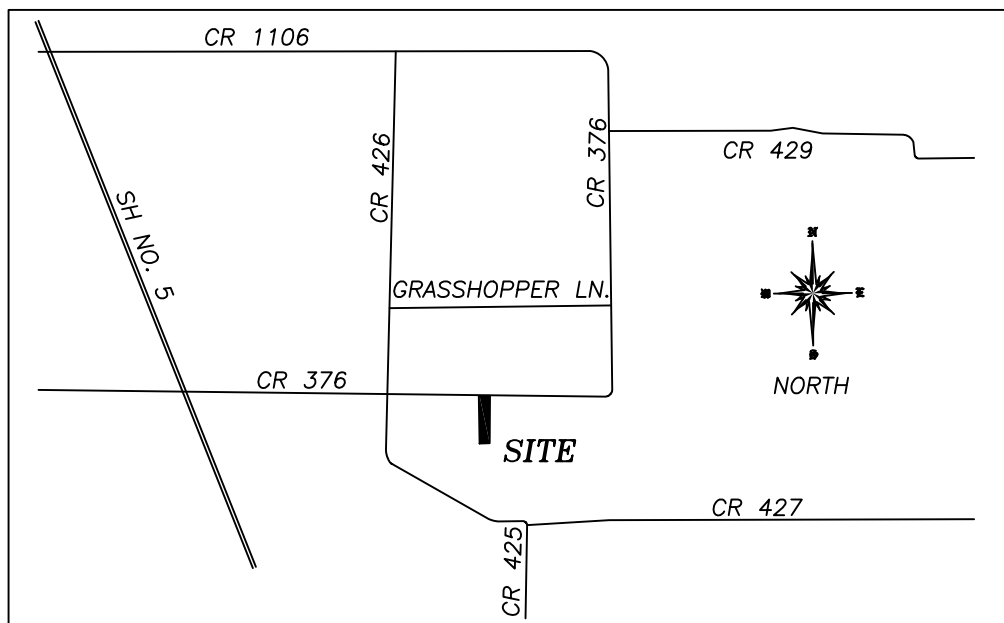
(Mayor)

City Secretary

APPROVED
OCTOBER 11, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A



VICINITY MAP
NOT TO SCALE

DEVELOPMENT PLAT
ANNA CHRISTIAN FRIENDSHIP
LOT 1, BLOCK A
BEING 5.000 ACRES OUT OF THE
GWYN MORRISON SURVEY
ABSTRACT NO. 559
COLLIN COUNTY, TEXAS

ANNA CHRISTIAN FRIENDSHIP
2504 CR 376
ANNA, TEXAS 75409
(242) 878-7107
ATT'N: WILLIAM CHINNERS

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



Item No. 6.h.

City Council Agenda
Planning Staff Report

Meeting Date: 10/11/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding CR505 Addition, Block A, Lot 1, Development Plat.
(Director of Development Services Ross Altobelli)

SUMMARY:

One single-family residence on one lot on 12.0± acres located on the west side of County Road 505, 1,830± feet north of County Road 504. Located within the Extraterritorial Jurisdiction (ETJ).

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

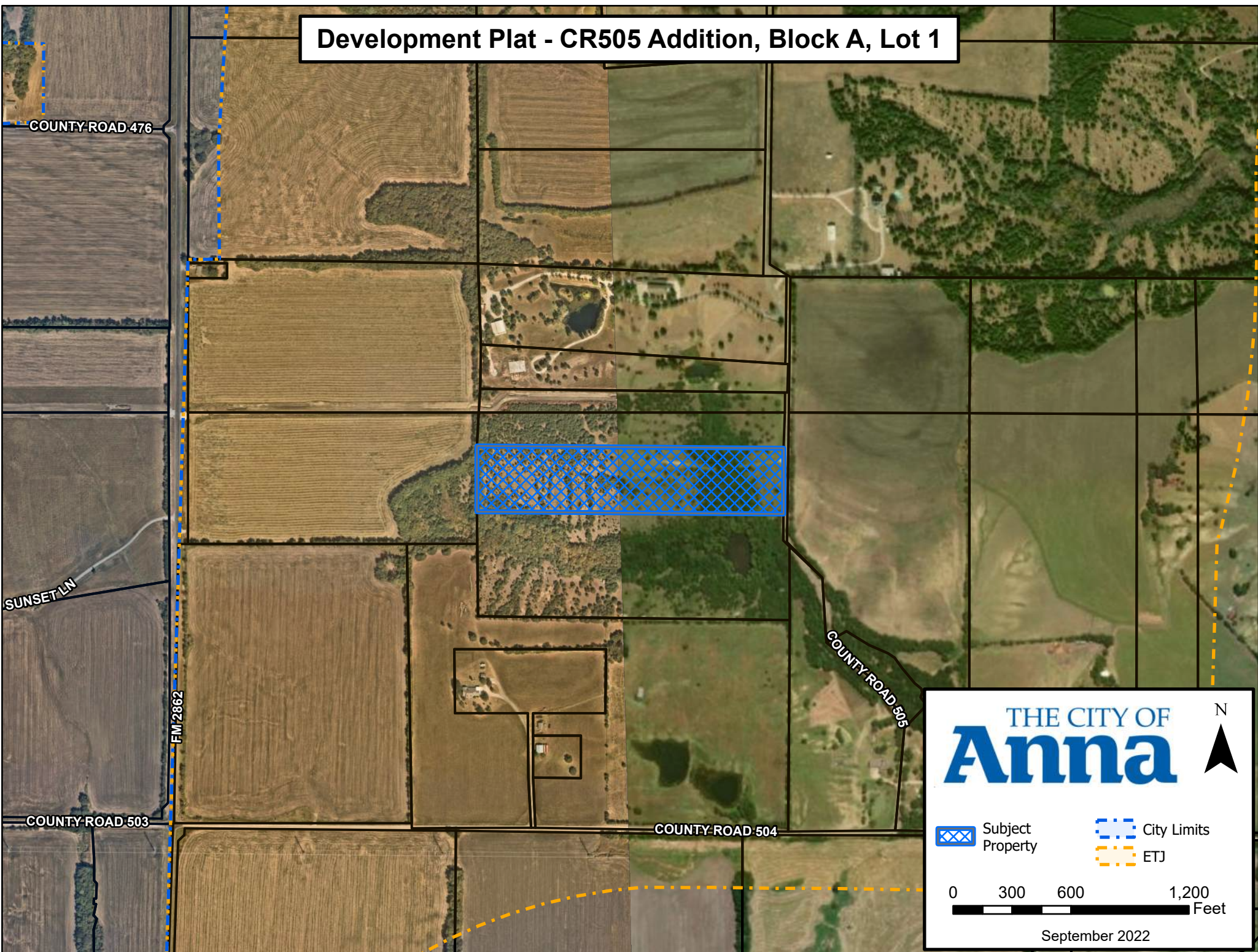
The Development Plat is in conformance with the city's Subdivision Regulations.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. CR505 Addition Locator Map
2. RESOLUTION - CR505 Addition, BL A, Lt 1 (DP)
3. Exhibit A (DP) CR505 Addn, BL A, Lt 1 STAMPED

Development Plat - CR505 Addition, Block A, Lot 1

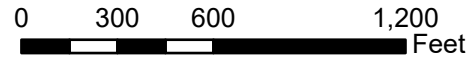


THE CITY OF
Anna



 Subject Property

 City Limits
 ETJ



September 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING CR505 ADDITION, BLOCK A, LOT 1, DEVELOPMENT PLAT.

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

WHEREAS, Tom Hayes has submitted an application for the approval of the CR505 Addition, 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 CR505 Addition, Block A, Lot 1, Development Plat attached hereto as Exhibit A.

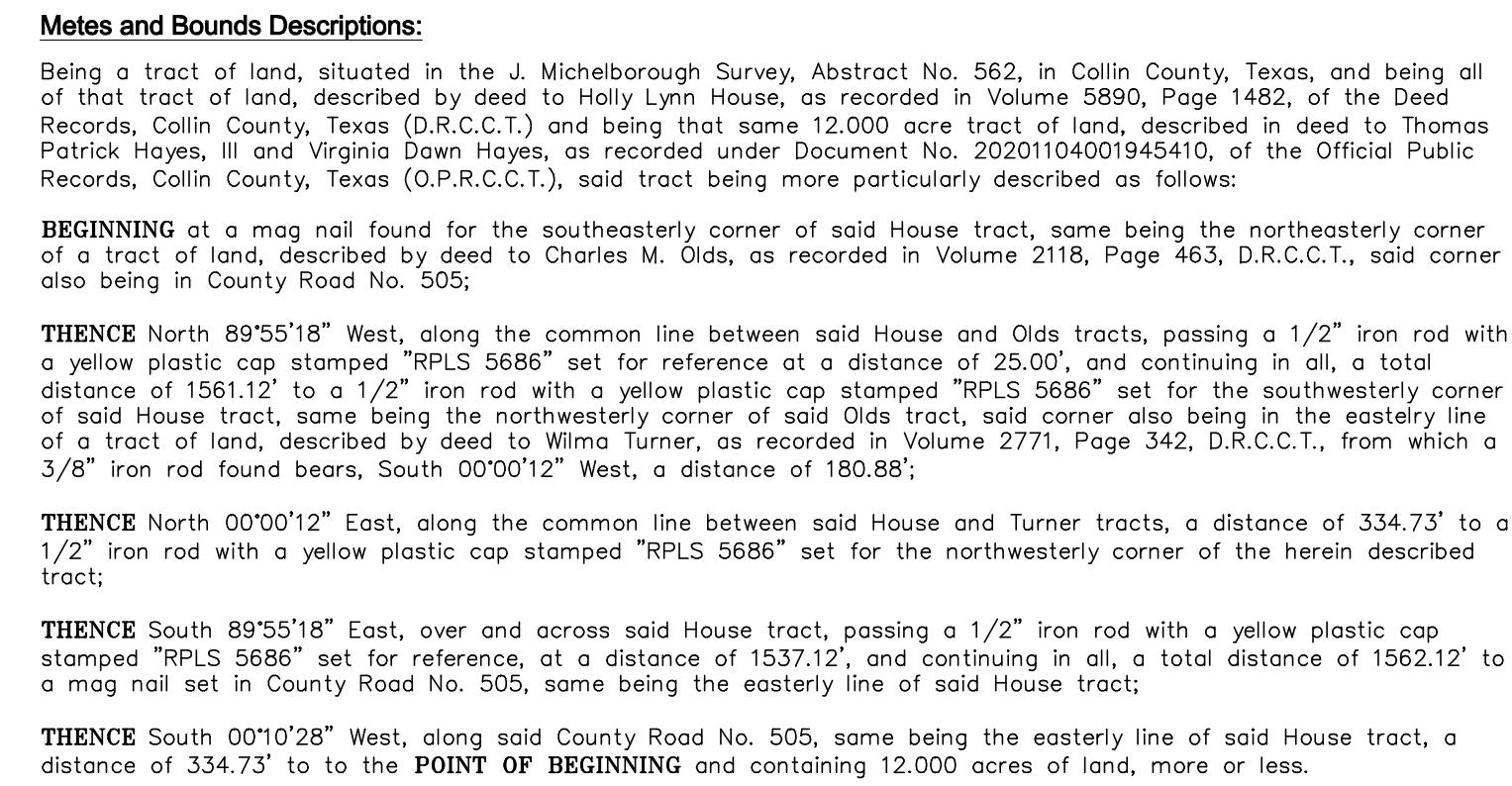
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 11th day of October, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



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

City Secretary

KNOW ALL MEN BY THESE PRESENTS,

THAT I, MICHAEL B. ARTHUR, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this Development Plat from an actual on-the-ground survey of the above described property, and that the corner monuments shown hereon were found or were properly placed under my personal supervision.

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

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

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared MICHAEL B. ARTHUR, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE on this, the _____ day of _____, 2022.

NOTARY PUBLIC in and for the State of Texas

I.R.F. = Iron Rod Found
(C.M.) = Controlling Monument
C.I.R.F. = Capped Iron Rod Found
C.I.R.S. = 1/2" iron rod with yellow plastic cap
stamped "RPLS 5686" set
M.R.C.C.T. = Map Records, Collin County, Texas
D.R.C.C.T. = Deed Records, Collin County, Texas
O.P.R.C.C.T. = Official Public Records, Collin County, Texas

	Wire Fence		Water Valve
	Wood Fence		Water Meter
	Chain Link Fence		Fire Hydrant
	Concrete		Irrigation Control Valve
	Asphalt		Sanitary Sewer Cleanout
	Light Standard		Sanitary Sewer Manhole
	Guy Wire/Anchor		Storm Drain Manhole
	Utility Pole		Gas Meter
	Overhead Wires		Gas Valve

1. According to the Flood Insurance Rate Map of Collin County, Texas, Map No.(a), 4805CS0180J and 4805CS0190J, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to be, "areas determined to be outside the 0.2% annual chance floodplain". This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, flood damage may occur to property located in flood-prone areas by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor in any way.

2. The surveyor has relied on the herein described subject deed with regard to any easements, restrictions, or rights-of-way affecting the herein described Property. No additional research regarding said easements, restrictions or rights-of-way has been performed by the surveyor.

3. Bearings are based on the northerly line of that tract of land, described by deed to Holly Lynn House, as recorded in Volume 5890, Page 1482, of the Deed Records, Collin County, Texas.

Thomas Patrick Hayes, III
and Virginia Dawn Hayes
609 S. Parker Street
McKinney, Texas 75069
Contact: Tom Hayes
(281) 979-4955

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

J. Michelborough Survey,
Abstract No. 562

Preparation Date: August 23, 2022
Scale: 1" = 100'

APPROVED
OCTOBER 11, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A



Item No. 6.i.

City Council Agenda
Planning Staff Report

Meeting Date: 10/11/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding Arden Park, Phase 1, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

60 Single-family dwelling, detached lots, 27 single-family dwelling, attached lots, five common area lots, and two commercial lots on 20.4± acres located at the southwest corner of W. White Street and Slater Creek Road. Zoned: C-1 Restricted Commercial (C-1), SF-Z Single-Family Residence District – Zero Lot Line Homes (SF-Z), and Planned Development-SF-TH Townhome District (PD-SF-TH) (Ord. No. 1009-2022).

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

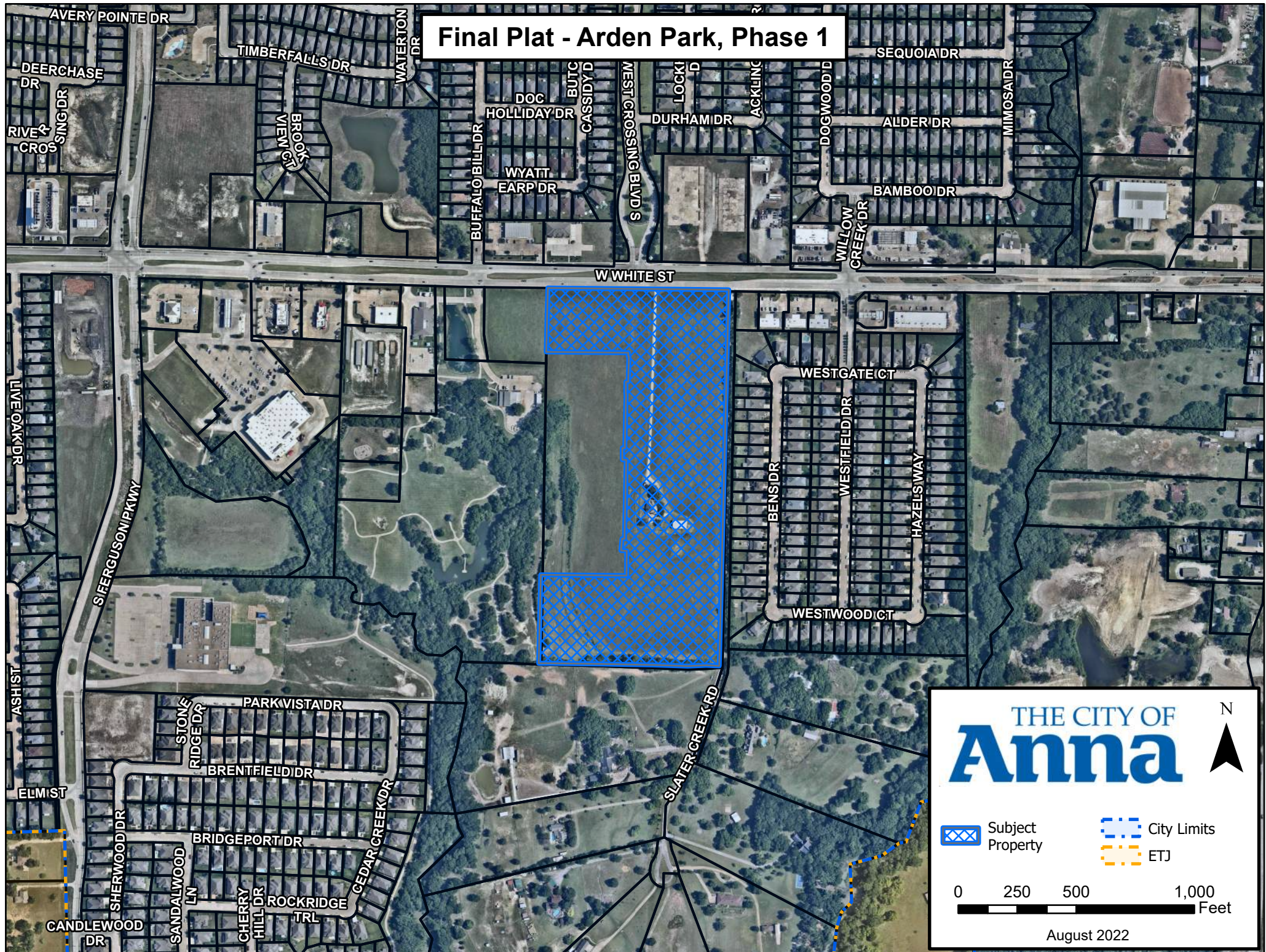
The Final Plat is in conformance with the adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Arden Park Phase 1 Final Plat Locator Map
2. RESOLUTION - (FP) Arden Park, Phase 1
3. Exhibit A (STAMPED) - (FP) Arden Park, Phase 1

Final Plat - Arden Park, Phase 1



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ARDEN PARK, PHASE 1, 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, Arden Park Owner TX LLC, a Delaware limited liability company has submitted an application for the approval of the Arden Park, Phase 1, Final Plat; and

WHEREAS, Arden Park, Phase 1, 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 Arden Park, Phase 1, Final Plat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

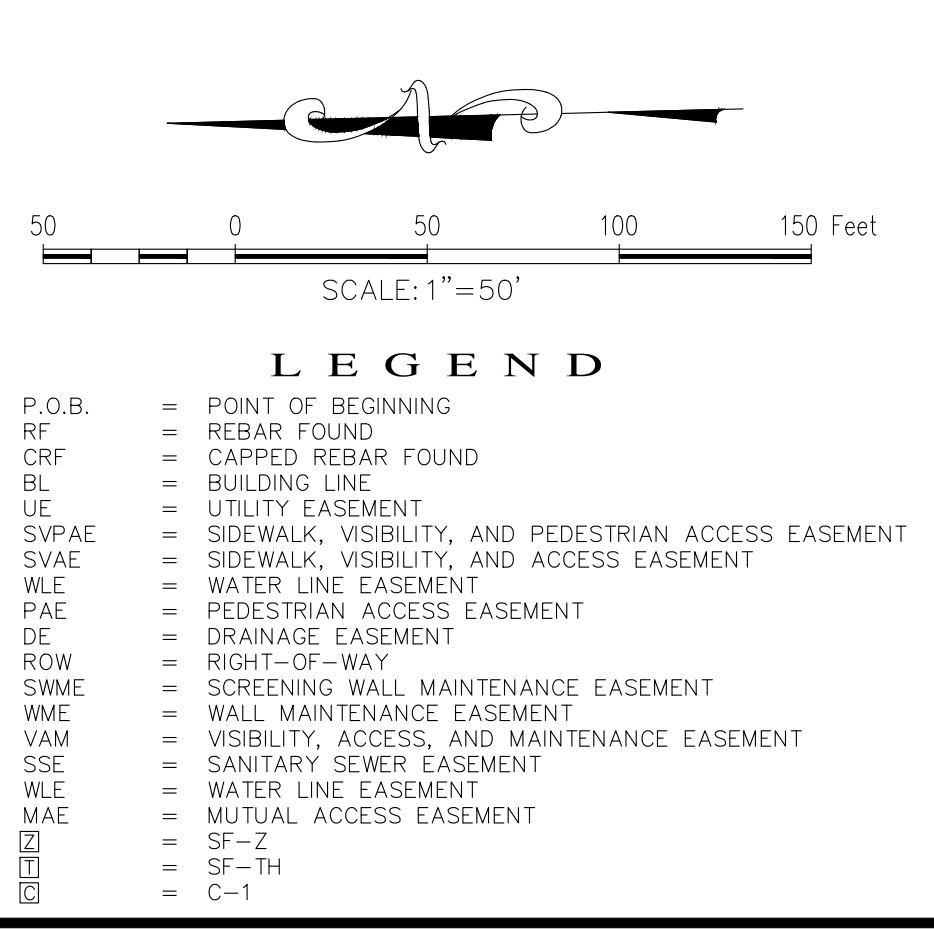
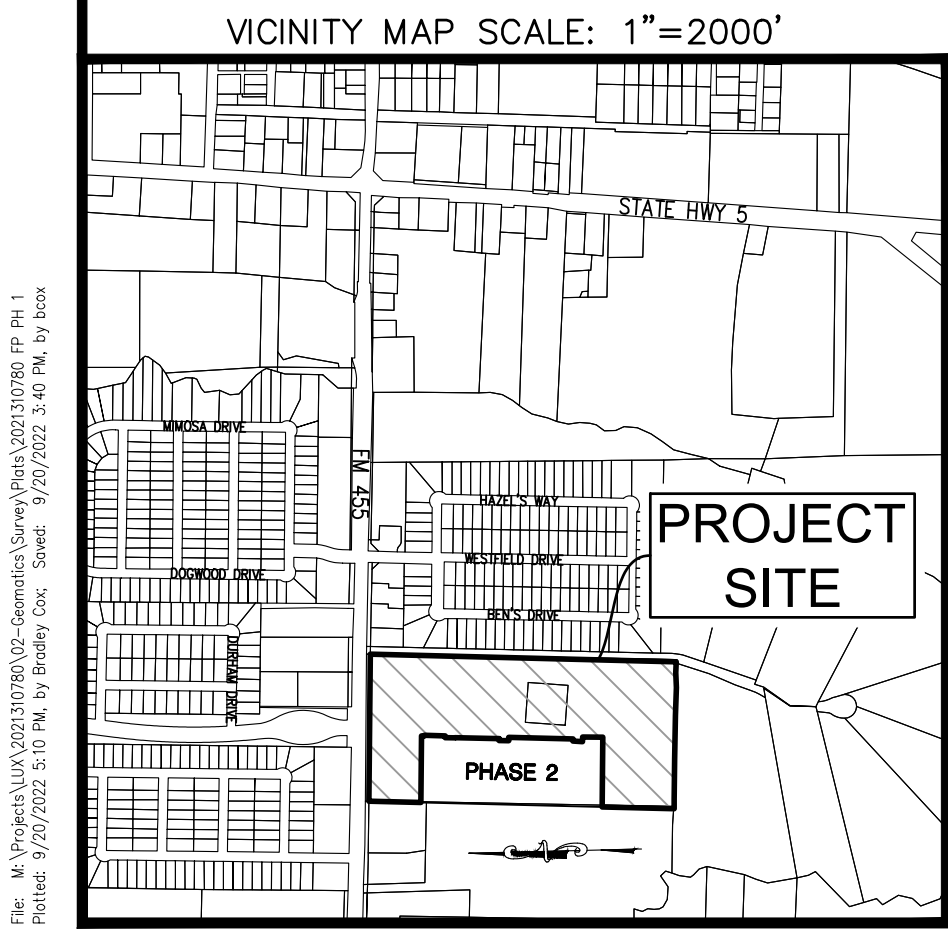
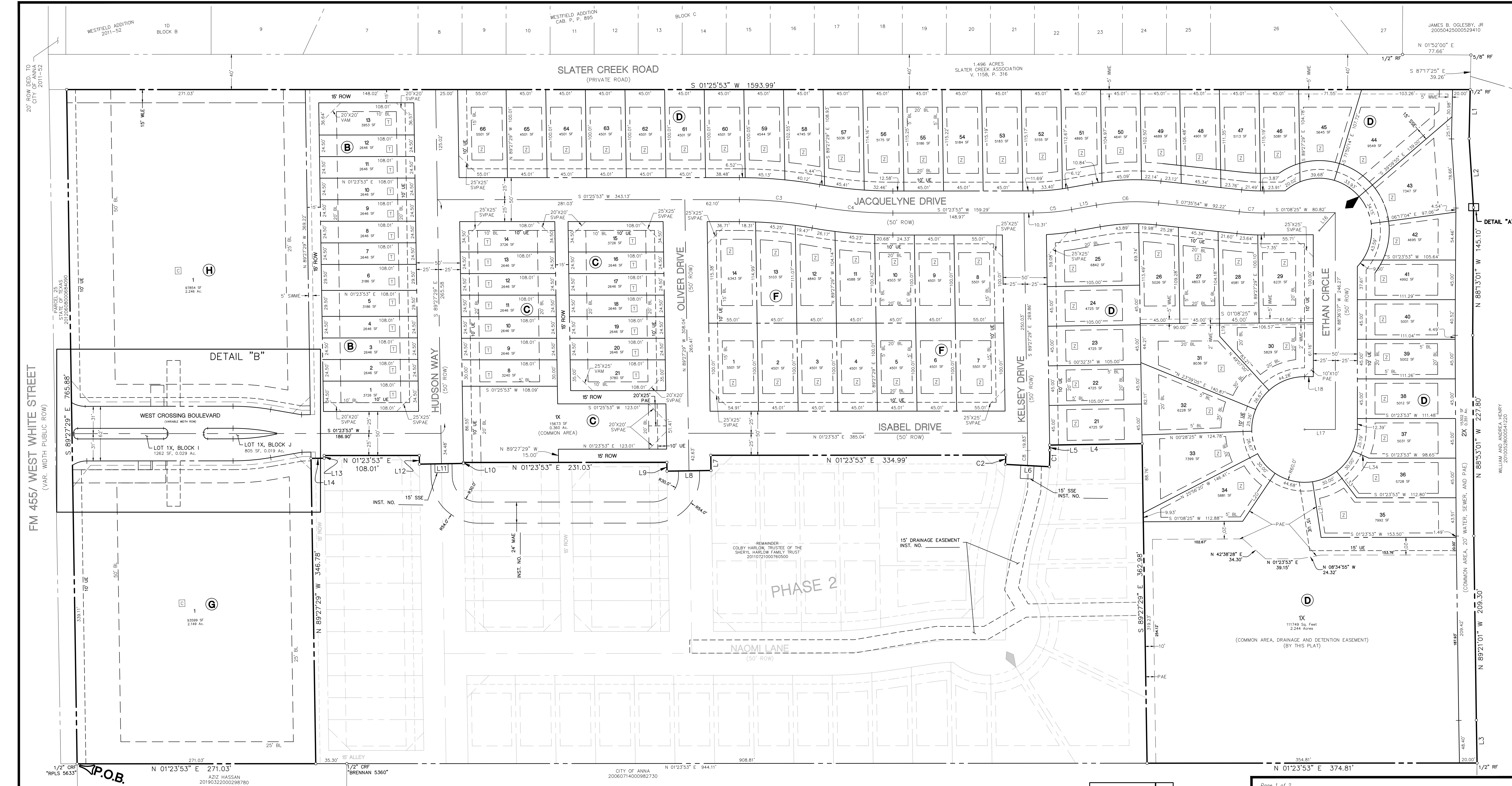
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 11th day of October, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



SURVEYOR'S STATEMENT

I, James Stowell, a Registered Professional Land Surveyor in the State of Texas, have prepared this plat of the above property from an actual survey on the ground, and this plat represents that survey made by me or under my supervision.

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

JAMES STOWELL, RPLS 6613 9/20/22

James Stowell, RPLS
Texas Registration No. 6513

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared JAMES STOWELL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

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

Notary Public State of Texas
My commission expires the _____ day of _____, _____.

APPROVED
OCTOBER 11, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
CITY OF ANNA

FINAL PLAT
ARDEN PARK
PHASE 1
60 SF-Z Lots, 27 SF-TH Lots,
2 C-1 Lots, & 5 Common Area Lots
20.440 Acres
in the
JOSEPH SCHLUTER SURVEY, ABSTRACT NO. 856
CITY OF ANNA
COLLIN COUNTY, TEXAS

Page 1 of 2

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: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

DRAWN BY: BC DATE: 2/11/2022 SCALE: 1"=50' JOB. NO. **LUX2021 310780**

OWNER/DEVELOPER
ARDEN PARK OWNER, LLC
12801 N. CENTRAL EXPRESSWAY
STE 1675
DALLAS, TEXAS
Ph. 214.440.5806
Contact: ADAM GREEN

LEGAL DESCRIPTION

BEING all that certain lot, tract, or parcel of land, situated in the Joseph Schluter Survey, Abstract Number 856, City of Anna, Collin County, Texas, and being part of that certain tract of land, described by deed to Colby Harlow, Trustee of the Sheryl Harlow Family Trust, recorded in Document Number 2010721000760500, Deed Records, Collin County, Texas, and including the one acre, un-described tract of land, immediately surrounding the existing residence, less and except that certain tract of land, described by deed as Parcel 25 to the State of Texas, recorded in Document Number 2012060800064090, Deed Records, Collin County, Texas, and being all that certain tract of land, described by deed to Arden Park Owner TX, LLC, recorded in Document Number 2022000069307, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found, stamped "RPLS 5633", at the northwest corner of said Harlow tract, same being the southwest corner of said Parcel 25, being the northeast corner of that certain tract of land, described by deed to Aziz Hassan, recorded in Document Number 20190322000298780, Deed Records, Collin County, Texas, and being in the south line of West White Street (FM 455, called 90-foot right-of-way);

THENCE S 89°27'29" E, with the north line of said Harlow tract, and the south line of West White Street, a distance of 765.88 feet to a 1/2" capped rebar set, stamped "MCADAMS" at the northeast corner of said Harlow tract, same being the southeast corner of said Parcel 25, and being in the west line of Slater Creek Road (Private Road), called 1.496 Acres to the Slater Creek Association, recorded in Volume 1158, Page 316, Deed Records, Collin County, Texas, and being in the south line of West White Street;

THENCE S 01°25'53" W, with the east line of said Harlow tract, and the west line of said Slater Creek Road, a distance of 1593.99 feet to a 1/2" rebar found, at the southeast corner of said Harlow tract, same being the southwest corner of said Slater Creek Road, and being in the north line of a certain tract of land, described by deed to William and Andrea Henry, recorded in Document Number 20100528000541220, Deed Records, Collin County, Texas, from which a 5/8" rebar found, bears S 87°17'25" E, 39.26 feet;

THENCE with the south line of said Harlow tract, and the north line of said Henry tract, the following 6 (six) calls:

N 87°18'25" W, a distance of 55.67 to a 1/2" capped rebar set, stamped "MCADAMS";

S 87°46'59" W, a distance of 78.50 feet to a point from which a 1/2" capped rebar found bears S 45°28' E, 1.2';

N 88°13'01" W, a distance of 145.10 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 88°53'01" W, a distance of 227.80 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°21'01" W, a distance of 209.30 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°35'01" W, a distance of 48.70 feet to a 1/2" rebar found at the southwest corner of said Harlow tract, same being the southeast corner of a certain tract of land, described by deed to the City of Anna, recorded in Document Number 20060714000982730, Deed Records, Collin County, Texas, and being in the north line of said Henry tract;

THENCE N 01°23'53" E, with the west line of said Harlow tract, and the east line of said City of Anna tract, a distance of 374.81 feet to a 1/2" capped rebar set, stamped "MCADAMS";

THENCE over, across, and through said Harlow tract the following eighteen (18) calls:

S 89°27'29" E, a distance of 362.98 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 00°32'31" E, a distance of 105.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°27'29" W, a distance of 5.82 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Northwesterly, with a curve to the right, having a radius of 275.00 feet, an internal angle of 3°54'18", and an arc length of 18.74 feet, whose chord bears N 87°30'20" W, 18.74 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 04°26'49" E, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

Southeasterly, with a curve to the left, having a radius of 225.00 feet, a central angle of 2°41'00", and an arc length of 10.54 feet, whose chord bears S 86°53'42" E, 10.54 feet, to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°23'53" E, a distance of 334.99 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°27'29" W, a distance of 17.25 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 00°32'31" E, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 89°27'29" E, a distance of 10.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°23'53" E, a distance of 231.03 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°27'29" W, a distance of 1.12 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 00°32'31" E, a distance of 50.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

S 89°27'29" E, a distance of 9.85 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 01°23'53" E, a distance of 108.01 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°27'29" W, a distance of 3.03 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 00°32'31" E, a distance of 15.00 feet to a 1/2" capped rebar set, stamped "MCADAMS";

N 89°27'29" W, a distance of 346.78 feet to a 1/2" capped rebar set, stamped "MCADAMS" in the west line of said Harlow tract, and being in the east line of said Hassan tract;

THENCE N 01°23'53" E, with the west line of said Harlow tract, and the east line of said Hassan tract a distance of 271.03 feet to the POINT OF BEGINNING and containing approximately 20.440 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ARDEN PARK OWNER TX, LLC acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as ARDEN PARK, PHASE 1, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. 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, sold 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.

FIRE LANE EASEMENT

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

VAM EASEMENT

The area or areas shown on the plat as "VAM" (Visibility, Access, and Maintenance) easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM easement. The city shall have the right, but not the obligation, to maintain any and all landscaping within the VAM easement. Should the city exercise this maintenance right, it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover, and fixtures. The city may withdraw maintenance of the VAM easement at any time. The ultimate maintenance responsibility for the VAM easement shall rest with the owners. No building, fence, shrub, tree, or other improvements or growths, which in any way endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM easement. The city shall also have the right, but not the obligation, to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM easement, and to remove any obstruction thereon. The city, its successors, assigns, or agents, shall have the right and privilege at all times to enter upon the VAM easement or any part thereof for the purposes and with all rights and privileges set forth herein

DRAINAGE AND DETENTION EASEMENT

STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF ANNA §

This plat is hereby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block D, 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.

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.

WITNESS MY HAND this _____ day of _____, 2022.

BY: Arden Park Owner TX, LLC
a Delaware limited liability company

Chun Yi Huang
Vice President

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared CHUN YI HUANG, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

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

Notary Public State of Texas

My commission expires the _____ day of _____, _____.

CERTIFICATE OF APPROVAL

APPROVED on this the _____ day of _____, 2022, by the City Council, City of Anna, Texas.

Mayor

City Secretary

NOTES:

- Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
- Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners. MCADAMS, and the Surveyor shall not be liable for any unauthorized use hereof.
- No flood zone area analysis has been performed by MCADAMS on the subject property.
- According to Community/Panel No. 48085C160 J, effective June 2, 2009, of the FLOOD INSURANCE RATE MAP for Collin County, Texas & Incorporated Areas, by graphic plotting only, this property appears to be within Flood Zone "X" (areas of minimal flooding). This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- Lot 1X, Block C, Lots 1X, & 2X, Block D, Lot 1X, Block I, and Lot 1X, Block J, are to be owned and maintained by the Home Owner's Association (HOA).
- All corners are 1/2" capped rebar set, stamped "MCADAMS", unless noted otherwise.
- Retaining walls shall be owned and maintained by the HOA, Iron fencing is to be owned and maintained by the HOA, Uniform wood fencing adjacent to HOA common area lots running parallel to the primary streets shall be owned and maintained by the HOA.
- Screening wall easements to be maintained by adjoining commercial lot.
- No appurtenance between the height of 2.5' and 10' may be placed in the visibility triangles.

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.

— Temporary fire lanes shall be constructed using all-weather material (typically "Flex Base" meeting TxDOT Item #247 specifications) capable of supporting fire apparatus weighing up to 90,000 lbs. Fire lanes shall be serviceable and continuously maintained.

CURVE TABLE				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	LONG CHORD
C1	275.00'	3°54'18"	18.74'	N 87°30'20" W, 18.74'
C2	225.00'	2°41'00"	10.54'	S 86°53'42" E, 10.54'
C3	500.00'	10°00'57"	87.41'	S 06°26'21" W, 87.29'
C4	500.00'	10°02'57"	87.70'	S 06°25'21" W, 87.58'
C5	250.00'	10°03'52"	43.91'	S 03°38'03" E, 43.86'
C6	250.00'	16°15'54"	70.97'	S 00°32'03" E, 70.73'
C7	250.00'	6°27'29"	28.18'	S 04°22'10" W, 28.16'
C8	250.00'	3°54'18"	17.04'	S 87°30'20" E, 17.03'
C9	4.50'	90°52'47"	7.14'	S 44°02'31" E, 6.41'
C10	4.50'	90°00'00"	7.07'	S 46°23'53" W, 6.36'
C11	4.50'	90°00'00"	7.07'	N 43°36'07" W, 6.36'
C12	4.50'	89°07'13"	7.00'	N 45°57'29" E, 6.31'
C13	4.50'	90°00'00"	7.07'	S 43°36'07" E, 6.36'
C14	227.00'	12°22'01"	49.00'	S 07°34'54" W, 48.90'
C15	0.75'	155°15'57"	2.03'	N 88°36'07" W, 1.47'
C16	227.00'	12°22'01"	49.00'	N 04°47'08" W, 48.90'
C17	4.50'	90°00'00"	7.07'	N 46°23'53" E, 6.36'
C18	252.00'	9°46'19"	42.98'	N 06°17'02" E, 42.93'
C19	252.00'	9°46'19"	42.98'	S 03°29'17" E, 42.93'
C20	29.50'	31°45'30"	16.35'	S 17°16'38" W, 16.14'
C21	29.50'	33°35'09"	17.29'	S 15°23'42" E, 17.05'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 87°18'25" W	55.67'
L2	S 87°46'59" W	78.50'
L3	N 89°35'01" W	48.70'
L4	N 00°32'31" E	105.00'
L5	N 89°27'29" W	5.82'
L6	N 04°26'49" E	50.00'
L7	N 89°27'29" W	17.25'
L8	N 00°32'31" E	50.00'
L9	S 89°27'29" E	10.00'
L10	N 89°27'29" W	1.12'
L11	N 00°32'31" E	50.00'
L12	S 89°27'29" E	9.85'
L13	N 89°27'29" W	3.03'
L14	N 00°32'31" E	15.00'
L15	S 08°40'00" E	28.58'
L16	S 46°47'32" E	27.30'
L17	N 01°23'53" E	35.00'
L18	N 01°23'53" E	10.00'
L19	N 89°27'29" W	14.73'
L20	S 54°35'15" E	65.72'

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S 82°44'46" W	64.02'
L22	S 89°28'54" E	3.00'
L23	N 88°36'07" W	3.00'
L24	S 88°36'07" E	3.00'
L25	N 11°10'12" E	35.52'
L26	S 08°22'26" E	35.99'
L27	S 88°36'07" E	10.00'
L28	S 88°36'07" E	10.00'
L29	S 88°36'07" E	10.00'
L30	S 88°36'07" E	25.00'
L31	S 88°36'07" E	51.49'
L32	N 01°23'53" E	15.00'
L33	S 54°05'53" W	37.56'
L34	S 25°27'01" W	20.00'
L35	N 88°36'07" W	23.99'
L36	N 01°23'53" E	15.00'
L37	S 88°36'07" E	23.99'
L38	S 01°23'53" W	15.00'

LOT / BLOCK ANALYSIS		
BLOCK	SQUARE FEET	ACRES
B	37,869	0.869
C	56,609	1.300
D	363,927	8.355
F	68,881	1.581
G	93,599	2.149
H	97,854	2.246
I	1,262	0.029
J	805	0.019
ROW	169,570	3.892
OVERALL SITE	890,376	20.440

APPROVED
OCTOBER 11, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
CITY OF ANNA

FINAL PLAT
ARDEN PARK
PHASE 1
60 SF-Z Lots, 27 SF-TH Lots,
2 C-1 Lots, & 5 Common Area Lots
20.440 Acres
in the
JOSEPH SCHLUTER SURVEY, ABSTRACT NO. 856
CITY OF ANNA
COLLIN COUNTY, TEXAS

Page 2 of 2



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: 19762 TBPLS: 10194440
www.mcadamsco.com

DRAWN BY: BC DATE: 2/11/2022 SCALE: NTS JOB. No. **LUX2021 310780**

OWNER/DEVELOPER
ARDEN PARK OWNER TX, LLC
12801 N. CENTRAL EXPRESSWAY
STE 1675
DALLAS, TEXAS
Ph. 214.440.5806
Contact: Adam Green

DETAIL "B"
SCALE: 1"=20'

EXHIBIT A



Item No. 6.j.

City Council Agenda
Planning Staff Report

Meeting Date: 10/11/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding Arden Park, Phase 1, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

60 Single-family dwelling, detached lots, 27 single-family dwelling, attached lots, five common area lots, and two vacant commercial lots on 20.4± acres located at the southwest corner of W. White Street and Slater Creek Road. Zoned: C-1 Restricted Commercial (C-1), SF-Z Single-Family Residence District – Zero Lot Line Homes (SF-Z), and Planned Development-SF-TH Townhome District (PD-SF-TH) (Ord. No. 1009-2022).

The purpose of the Site Plan is to show the proposed single-family residential development site improvements.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

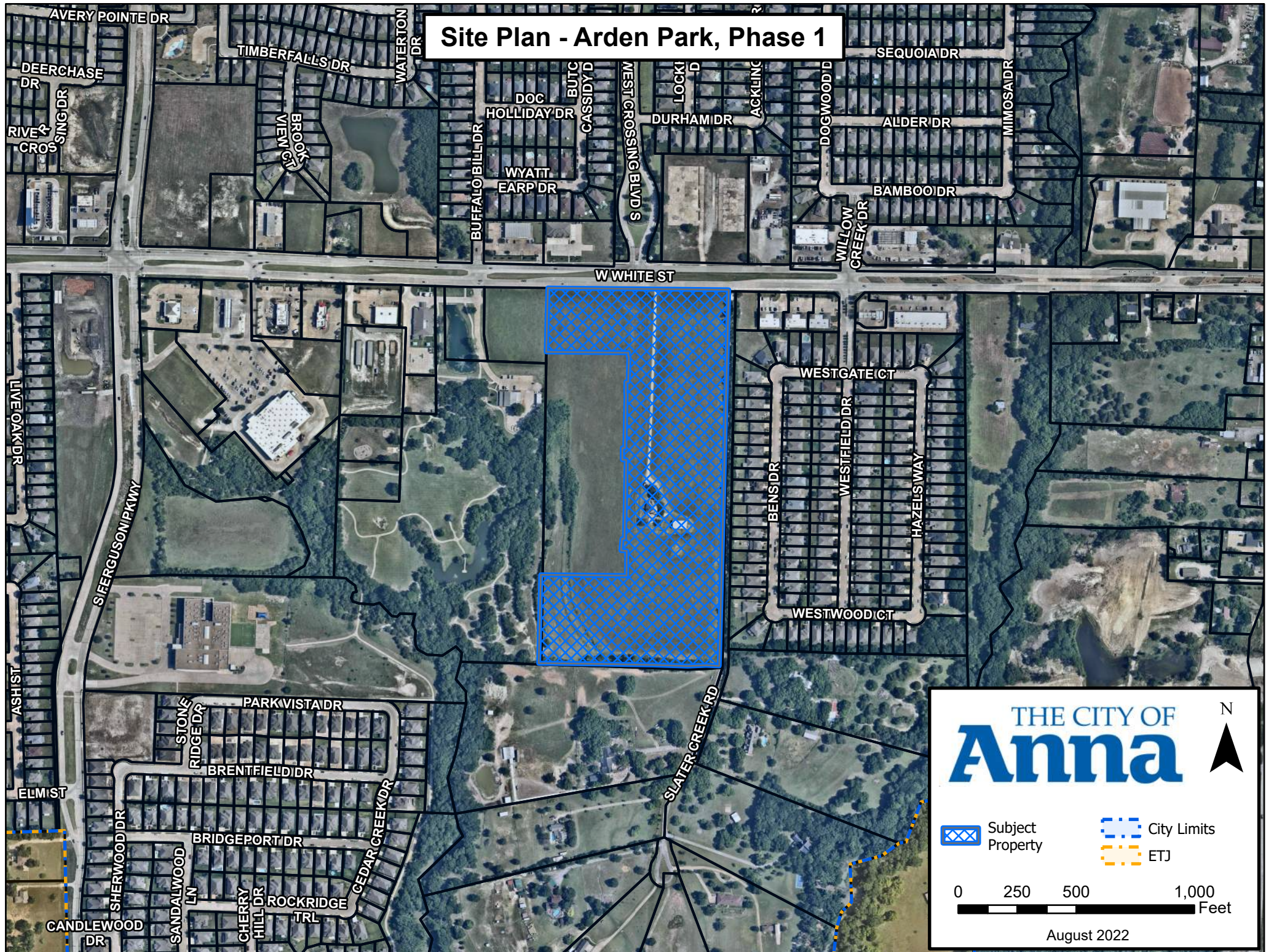
The Site Plan is in conformance with adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Arden Park Phase 1 Site Plan Locator Map
2. RESOLUTION - (SP) Arden Park, Phase 1
3. Exhibit A (STAMPED) - Arden Park Phase 1 Site Plan

Site Plan - Arden Park, Phase 1



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ARDEN PARK, PHASE 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, Arden Park Owner TX LLC, a Delaware limited liability company has submitted an application for the approval of the Arden Park, Phase 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 Arden Park, Phase 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.

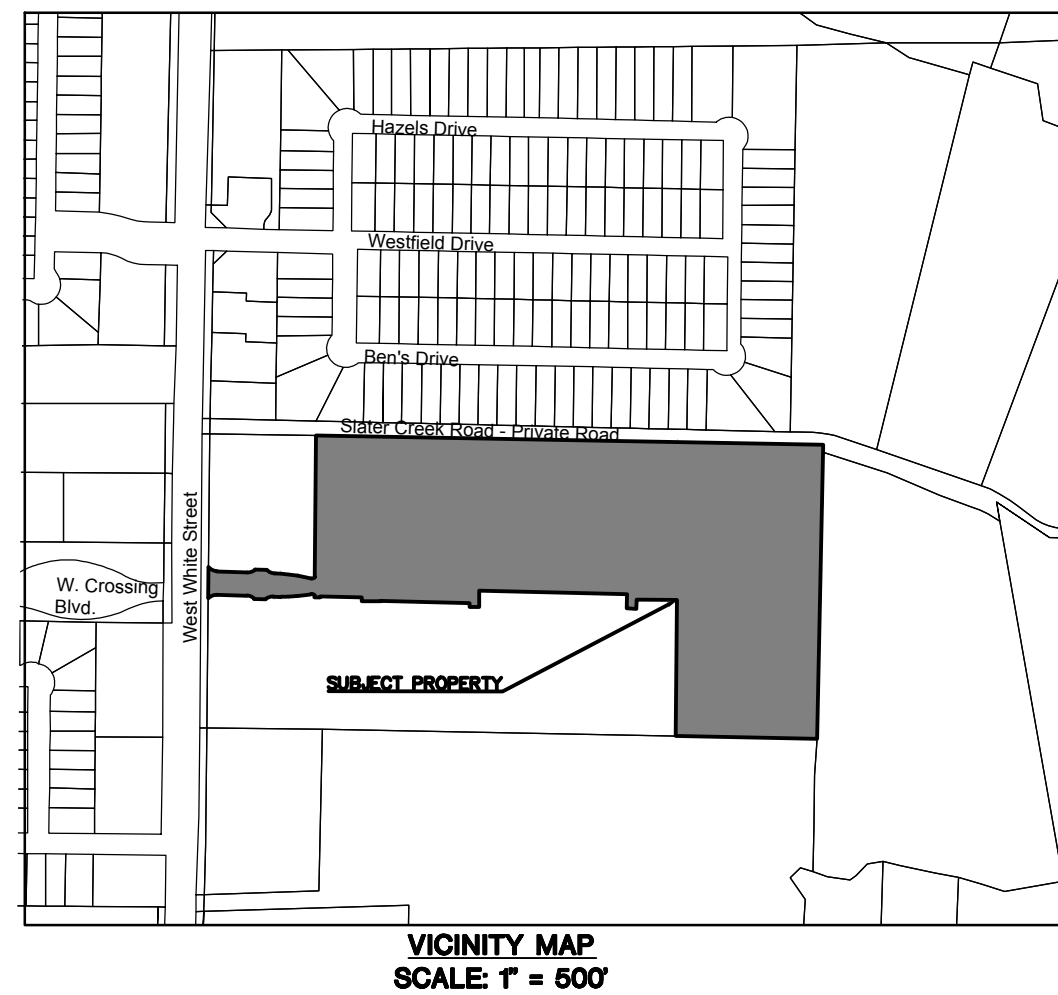
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 11th day of October, 2022.

ATTEST:

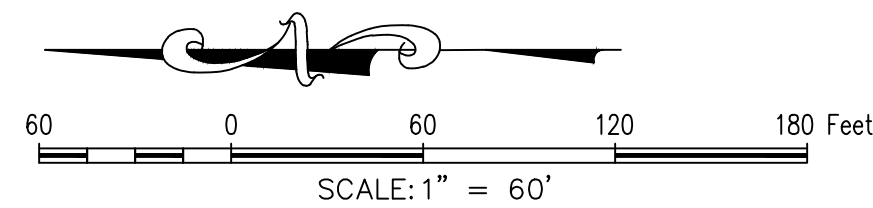
APPROVED:

City Secretary, Carrie L. Land

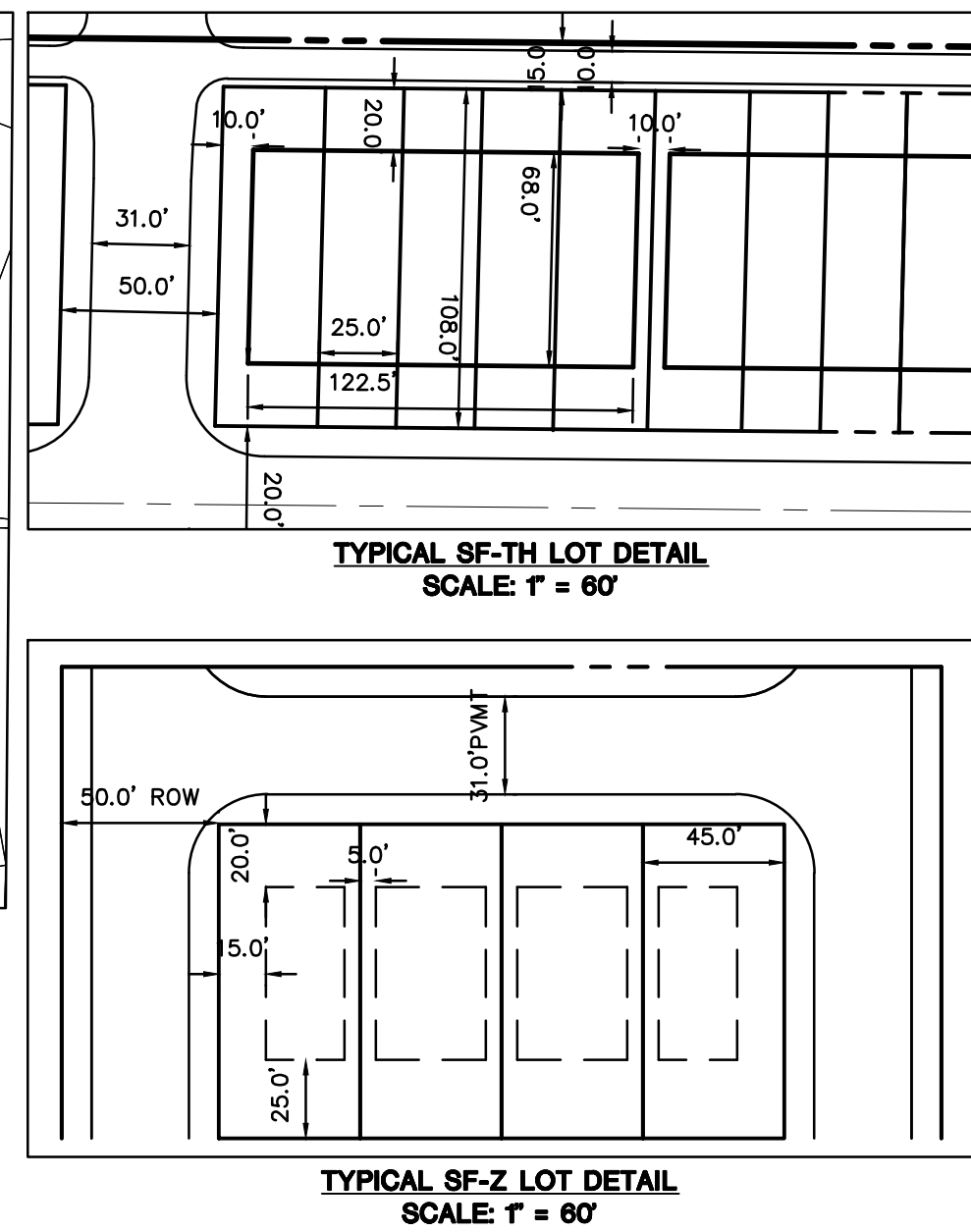
Mayor, Nate Pike



VICINITY MAP
SCALE: 1" = 600'



SCALE: 1" = 60'



TYPICAL SF-TH LOT DETAIL
SCALE: 1" = 60'

TYPICAL SF-Z LOT DETAIL
SCALE: 1" = 60'

P.O.B.	=	POINT OF BEGINNING
RF	=	REBAR FOUND
CRF	=	CAPPED REBAR FOUND
BL	=	BUILDING LINE
UE	=	UTILITY EASEMENT
SVPAE	=	SIDEWALK, VISIBILITY, AND PEDESTRIAN ACCESS EASEMENT
SVAE	=	SIDEWALK, VISIBILITY, AND ACCESS EASEMENT
WLE	=	WATER LINE EASEMENT
PAE	=	PEDESTRIAN ACCESS EASEMENT
DE	=	DRAINAGE EASEMENT
ROW	=	RIGHT-OF-WAY
SWME	=	SCREENING WALL MAINTENANCE EASEMENT
WME	=	WALL MAINTENANCE EASEMENT
VAM	=	VISIBILITY, ACCESS, AND MAINTENANCE EASEMENT
SSE	=	SANITARY SEWER EASEMENT
WLE	=	WATER LINE EASEMENT
MAE	=	MUTUAL ACCESS EASEMENT
Z	=	SF-Z
T	=	SF-TH
C	=	C-1
Z	=	SF-Z
T	=	SF-TH

OPEN SPACE SUMMARY				
LOT	BLOCK	AREA (SF)	AREA (AC)	OPEN SPACE TYPE
1X	C	15,673	0.360	AMENITY LOT
1X	I	1,262	0.029	ISLAND
1X	J	805	0.019	ISLAND
1X	D	111,749	2.244	DETENTION/AMENITY
2X	D	15,302	0.351	TRAIL
TOTAL OPEN SPACE		144,791	3.003	
TOTAL AREA			20.4400	

WATER METER SCHEDULE				
WATER		SANITARY		
USE	QUANTITY	SIZE	QUANTITY	SIZE
SF-TH	27	1"	27	4"
SF-Z	60	1"	60	4"
IRR.	2	1"		
COMM.	TBD	TBD	2	6"

Site Data Summary Table		
General Site Data	Tract 1	Tract 2
	Townhome	Single Family
Zoning	SF-TH	SF-Z
Land-Use	Townhome	Single Family
Minimum Lot Area	N/A	4,500 sf
Building Size	2,700 sf	1,200 sf
Maximum Height	35 ft	35 ft
Max. Lot Coverage	21%	63%
Total Land Area	3.35 ac	12.09
Minimum Lot Width	25'	45'
Minimum Lot Depth	108'	100'
Number of Lots	27	58
Parking		
Parking Ratio (Medical Office)		
Required (49,130 sf)	N/A	N/A
Provided		

TRACT LINE	
TRACT 1 SHALL FOLLOWING THE ZONING STANDARDS PER PD ZONING AND SECTION 9.04.016, SF-TH SINGLE FAMILY TOWNHOME DISTRICT OF THE CITY OF ANNA, TEXAS ZONING ORDINANCE.	
TRACT 2 SHALL FOLLOW THE ZONING STANDARDS PER PD ZONING AND SECTION 9.04.014 SF-Z SINGLE FAMILY RESIDENCE DISTRICT OF THE CITY OF ANNA, TEXAS ZONING ORDINANCE.	

NOTES:

- DETENTION BASIN SIZED TO ACCOMMODATE BOTH COMMERCIAL AND RESIDENTIAL PORTIONS OF THE DEVELOPMENT.
- RETAINING WALLS SHALL BE OWNED AND MAINTAINED BY THE HOA (HOME OWNER'S ASSOCIATION). IRON FENCING IS TO BE OWNED AND MAINTAINED BY THE HOA, UNIFORM WOOD FENCING ADJACENT TO HOA COMMON AREA LOTS RUNNING PARALLEL TO THE PRIMARY STREETS SHALL BE OWNED AND MAINTAINED BY THE HOA.
- SCREENING WALL EASEMENTS TO BE MAINTAINED BY ADJOINING COMMERCIAL LOT.
- ALL SIDEWALKS SHALL BE 5' IN WIDTH.

APPROVED
OCTOBER 11, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

Revisions: 09/14/2022



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: 19762 TBPLS: 10194440
www.gacon.com
www.mcadamsco.com

DRAWN BY: AM DATE: 11-10-2021 SCALE: 1" = 60' JOB. No.

OWNER
Harlow Capital Management, LLC
Colby Harlow - Trustee
P.O. Box 190196
Dallas, Texas 75219
Ph. 214.764.0800
Contact: colbyharlow@gmail.com

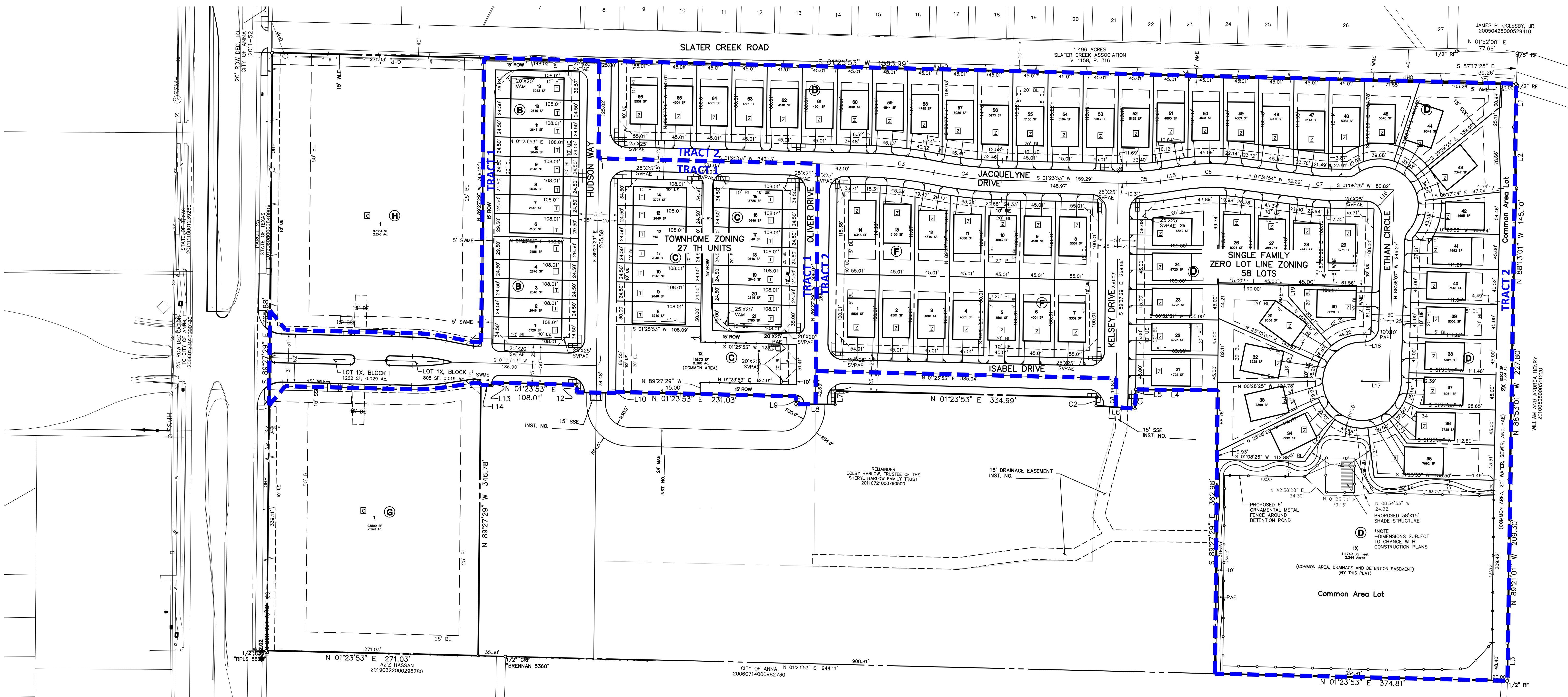
DEVELOPER
Bridge Tower GP
12801 N. Central Expressway, Suite 1675
Dallas, Texas 75243
Ph. 214.440.5508
Contact: Adam Green
agreen@bridgetowerhome.com

APPLICANT
McAdams
111 Hillside Drive
Lewisville, Texas 75077
Ashton Miller
Ph. 214.250.8066
Contact: amiller@mcadamsco.com

SITE PLAN
ARDEN PARK
PHASE I

60 SF-Z Lots, 27 SF-TH
Lots,
2 C-1 Lots, & 5 Common
Area Lots
20,440 Acres

In the
JOSEPH SCHLUTER SURVEY, ABSTRACT NO. 856
CITY OF ANNA
COLLIN COUNTY, TEXAS



LEGEND

P.O.B.	=	POINT OF BEGINNING
RF	=	REBAR FOUND
CRF	=	CAPPED REBAR FOUND
BL	=	BUILDING LINE
UE	=	UTILITY EASEMENT
SVPAE	=	SIDEWALK, VISIBILITY, AND PEDESTRIAN ACCESS EASEMENT
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OPEN SPACE SUMMARY				
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1X	I	1,262	0.029	ISLAND
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TOTAL AREA			20.4400	

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WATER		SANITARY		
USE	QUANTITY	SIZE	QUANTITY	SIZE
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SF-Z	60	1"	60	4"
IRR.	2	1"		
COMM.	TBD	TBD	2	6"

JAMES B. OGLESBY, JR.
20050425000529410
N 01°52'00" E
77.66'

Common Area Lot
TRACT 2
N 88°13'01" W 145.10'

WILLIAM ANDREA HENRY
20100528000541220

Common Area Lot



Item No. 6.k.

City Council Agenda
Planning Staff Report

Meeting Date: 10/11/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding The Woods at Lindsey Place, Phase 1, Final Plat.
(Director of Development Services Ross Altobelli)

SUMMARY:

30 SF-72 Single-family dwelling, detached lots, 118 SF-60 single-family dwelling, detached lots, and four common area lots on 57.4± acres located at the northwest corner of future Mossy Lake Lane and Rosamond Parkway. Zoned: Planned Development (Ord. No. 881-2020).

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

The Final 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. The Woods at Lindsey Place Final Plat Locator Map
2. RESOLUTION - (FP) The Woods at Lindsey Place, Phase 1
3. Exhibit A (STAMPED) - (FP) The Woods at Lindsey Place, PH 1

Final Plat - The Woods at Lindsey Place, Phase 1

COUNTY
ROAD 368

US HIGHWAY 75

N THROCKMORTON BLVD

WILLIE RAY ST

SUE ELLEN ST

PIPER ROSE ST

STINNET ST

HAMPTON ST

W ROSAMOND PKWY

E COUNTY ROAD 370

N CENTRAL EXPY

THE CITY OF
Anna

N

Subject
Property

City Limits
ETJ

0 250 500 1,000
Feet

September 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE WOODS AT LINDSEY PLACE, PHASE 1, 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, D.R. Horton has submitted an application for the approval of The Woods at Lindsey Place, Phase 1, Final Plat; and

WHEREAS, The Woods at Lindsey Place, Phase 1, 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 Woods at Lindsey Place, Phase 1, 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 11th day of October, 2022.

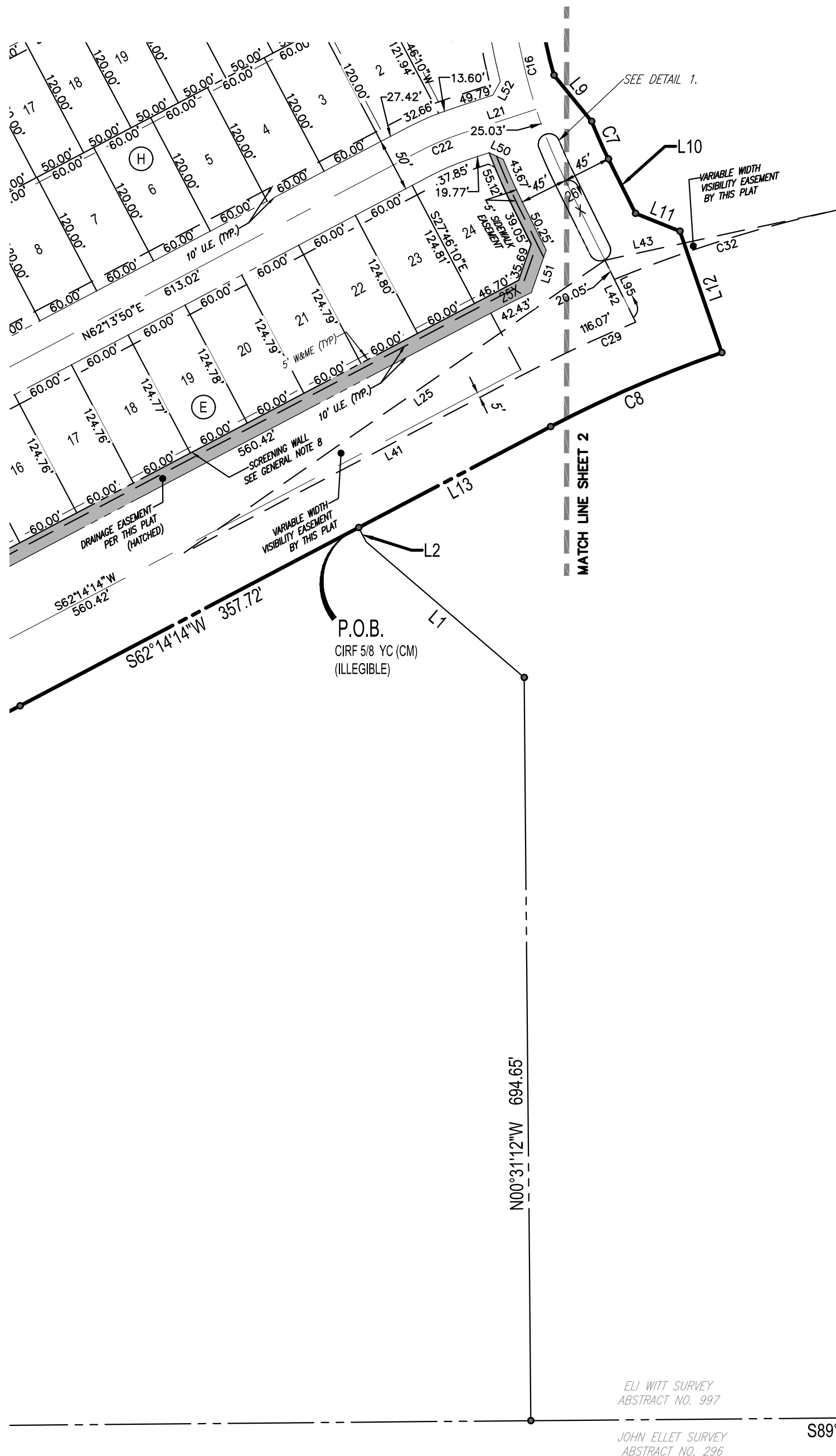
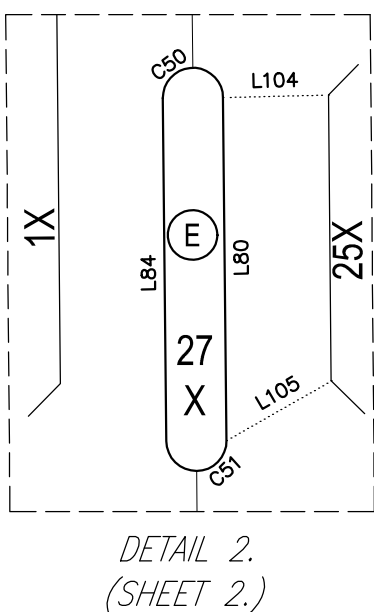
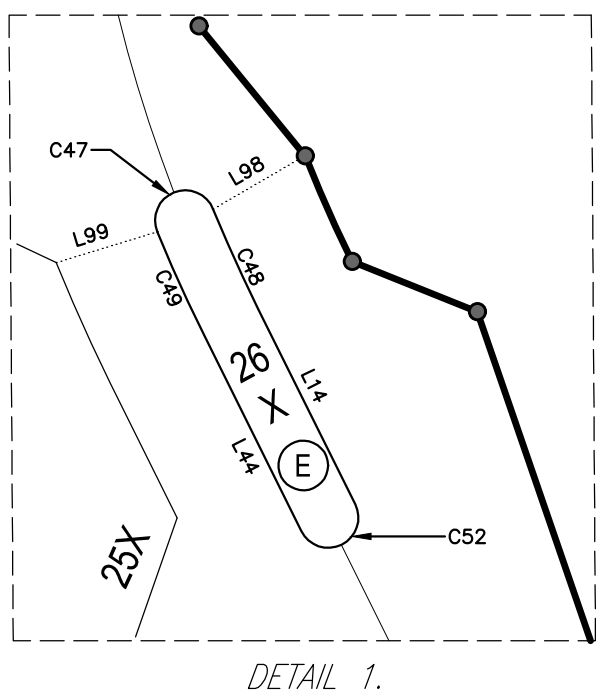
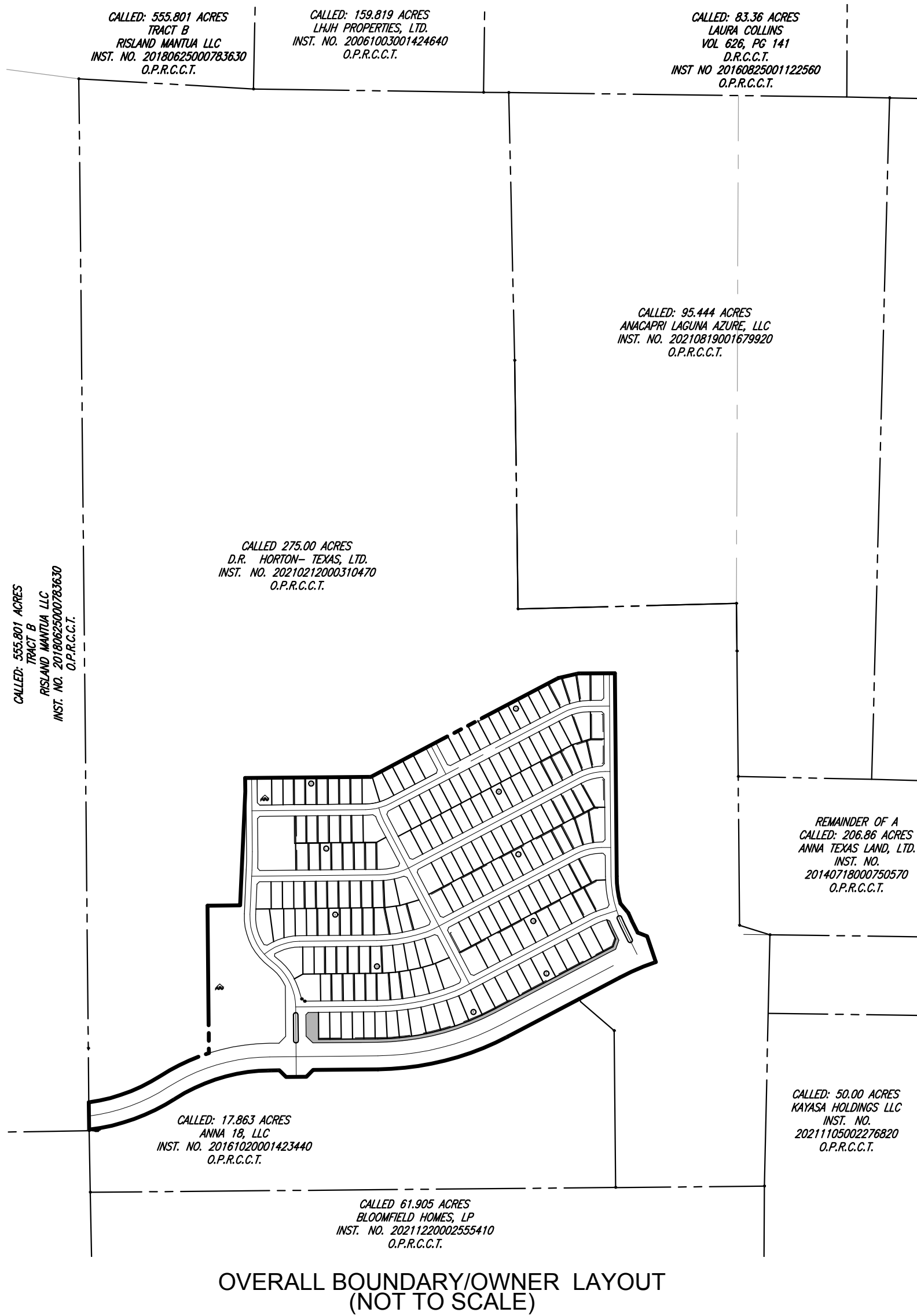
ATTEST:

APPROVED:

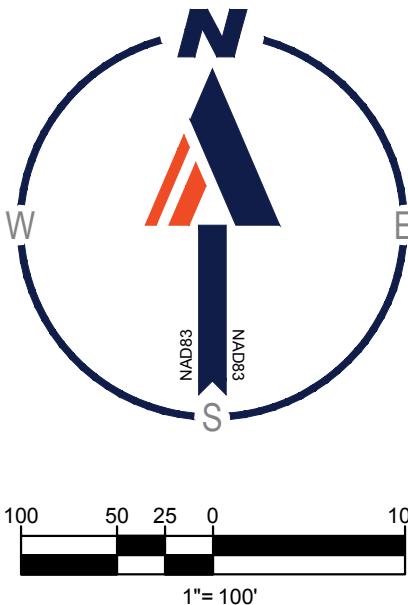
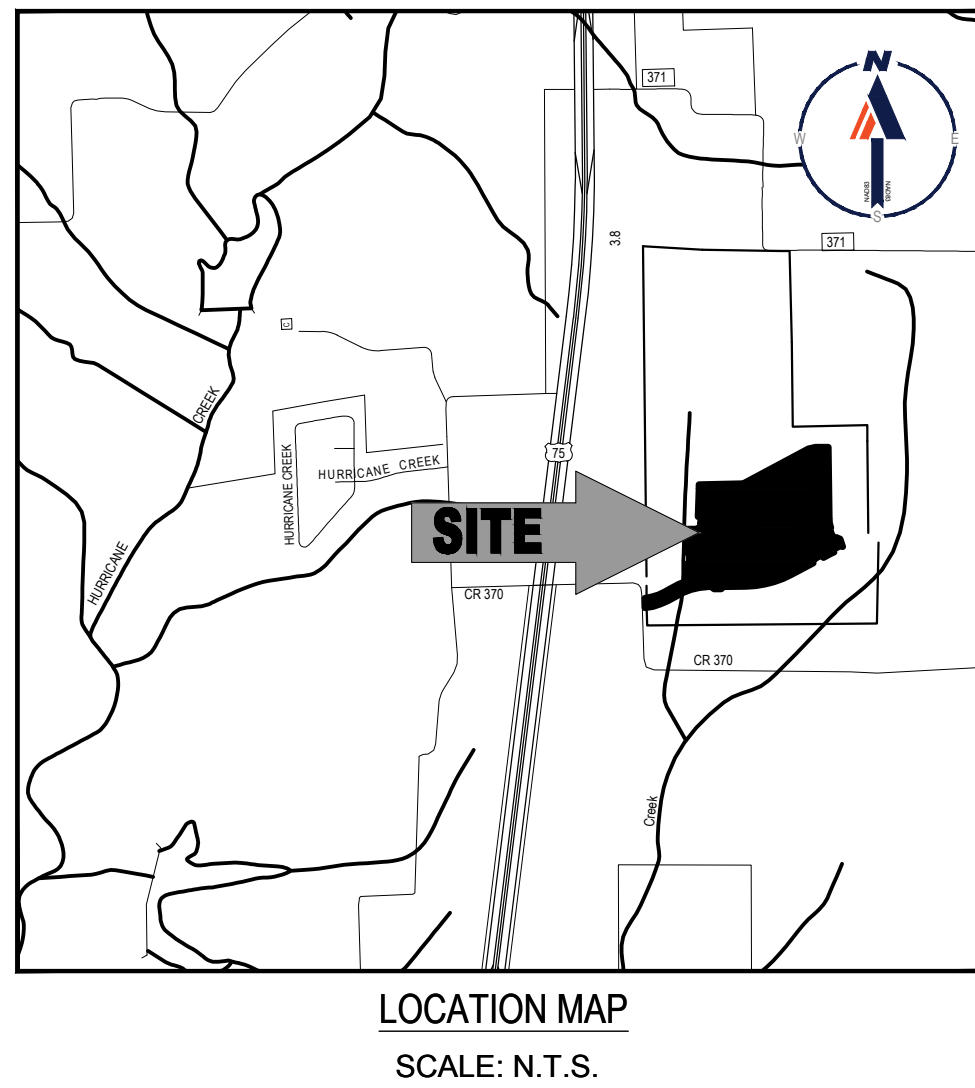
City Secretary, Carrie L. Land

Mayor, Nate Pike

BOHLER ENGINEERING, ALL RIGHTS RESERVED.
NO PORTION OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING, INC.



- LEGEND
- IRF IRON ROD FOUND
 - IRS CAPPED IRON ROD SET "PROP. COR. BOHLER"
 - CRF CAPPED IRON ROD FOUND STAMPED "
 - CMON TXDOT CONCRETE MONUMENT FOUND
 - RC RED CAP
 - YC YELLOW CAP
 - OC ORANGE CAP
 - BC BLUE CAP
 - VOL. VOLUME
 - B.L. BUILDING LINE
 - (A) DESIGNATES SUBDIVISION BLOCK
 - L.B. LANDSCAPE BUFFER
 - PG. PAGE
 - SQ. FT. SQUARE FEET
 - P.O.B. POINT OF BEGINNING
 - ◇ DENOTES STREET NAME CHANGE
 - D.E. DRAINAGE EASEMENT
 - U.E. UTILITY EASEMENT
 - TYP. TYPICAL
 - LOTS CURRENTLY IN FLOODPLAIN



APPROVED
OCTOBER 11, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
CITY OF ANNA

FINAL PLAT

THE WOODS AT LINDSEY PLACE PHASE 1

LOTS 1-24, 25X-27X, BLOCK E;
LOT 1X, BLOCK F; LOTS 1-25, BLOCK G;
LOTS 1-25, BLOCK H; LOT 9, BLOCK I;
LOTS 1-33, BLOCK J; LOTS 1-27, BLOCK K;
LOT 1X, BLOCK KK; LOTS 1-16, BLOCK L;
LOTS 1-39, BLOCK M; LOTS 1-15, BLOCK N;
LOTS 1-15, BLOCK O

30-STANDARD PD(SF-72)LOTS
188-STANDARD PD(SF-60)LOTS
4-HOA LOTS

57.44 ACRES OUT OF THE
ELI WITT SURVEY, ABSTRACT NO. 997
CITY OF ANNA, COLLIN COUNTY, TEXAS

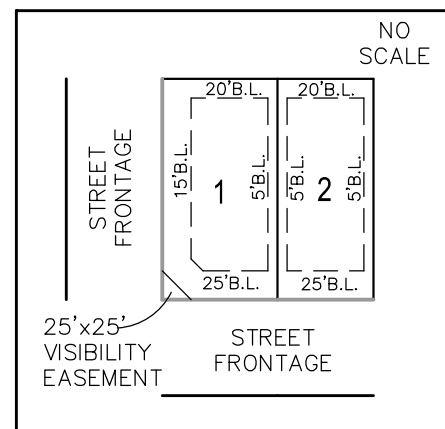
D.R. HORTON
America's Builder

4306 Miller Road
Rowlett, TX 75088
214-607-4244

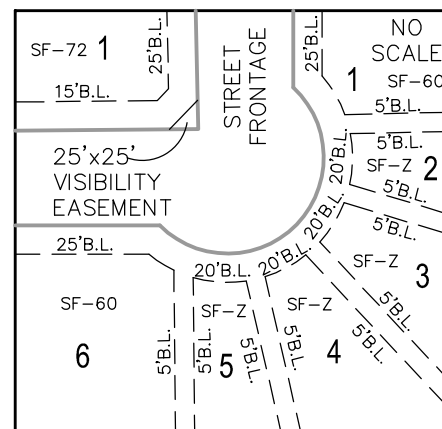
BOHLER		2600 NETWORK BLVD., SUITE 310 FRISCO, TEXAS 75034 469-458-7300 www.bohlerengineering.com			
LAND SURVEYING SUSTAINABLE DESIGN		SITE CIVIL AND CONSULTING ENGINEERING PROGRAM MANAGEMENT PERMITTING SERVICES		LANDSCAPE ARCHITECTURE TRANSPORTATION SERVICES	
FILE NO. TSD202021	DATE 02/19/21	DRAWN ASA	REVIEWED BL	APPROVED BL	SCALE 1" = 100'
DEVELOPER: D.R. HORTON- GPW EAST DIVISION 4308 MILLER ROAD ROWLETT, TX 75088 PHONE: (214) 607-4244 CONTACT: DAVID BOOTH		OWNER: LAURA PROPERTIES, LTD. 16010 DALLAS PARKWAY, STE. 106 DALLAS, TX 75248 PHONE: (214) 679-7878 CONTACT: RUSSELL HARLOW		SURVEYOR: BOHLER ENGINEERING 6017 MAIN ST. FRISCO, TX 75034 PHONE: (469) 458-7300 CONTACT: BILLY MALLOUSDON, JR.	
EXHIBIT A 1 OF 4					

GENERAL NOTES:

- All corners are one-half inch iron rods with yellow cap stamp "Bohler Eng." unless otherwise noted.
- NOTICE: Selling a portion of this addition by metes and bounds is a violation of the City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.
- The basis of bearing is derived from the Texas WDS RTK Cooperative Network - Texas State Plane Coordinate System, North Central Zone (4202), NAD83.
- According to Community Panel No. 46085C0155J dated JUNE 02, 2009 of the Federal Emergency Management Agency, National Flood Insurance Program Map, a portion of this property is within Flood Zone "X", (areas determined to be outside 500-year floodplain), which is not a special flood hazard area and a portion of this site that 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.
- All Harlow Blvd. and alley intersections will require visibility easements. At the intersection of two main streets will be a minimum of 30'x30' and at the intersection of two minor streets will be a minimum of 25'x25'. Refer to detail for more information.
- Where a 5' screening wall maintenance easement is required, they will be maintained by the HOA.
- The HOA Lots are designated with the Lot number plus the letter "X", as shown hereon, are to be maintained by the HOA.
- A screening wall will be required along the north right of way of Rosamond Parkway within Block E, Lot 25X.
- Common Area Lots and Drainage and Detention Easements are as follows and are to be maintained by the HOA:
 - Lot 25X-27X, Block E, as shown hereon.
 - Lot 1X, Block F, as shown hereon.
 - Lot 9X, Block L, as shown hereon.
- See sheet 3 of 4 for Line and Curve Data tables and Lot Area Tables
- No appurtenance between the height of 2.5' and 10' may be placed in the visibility triangles.



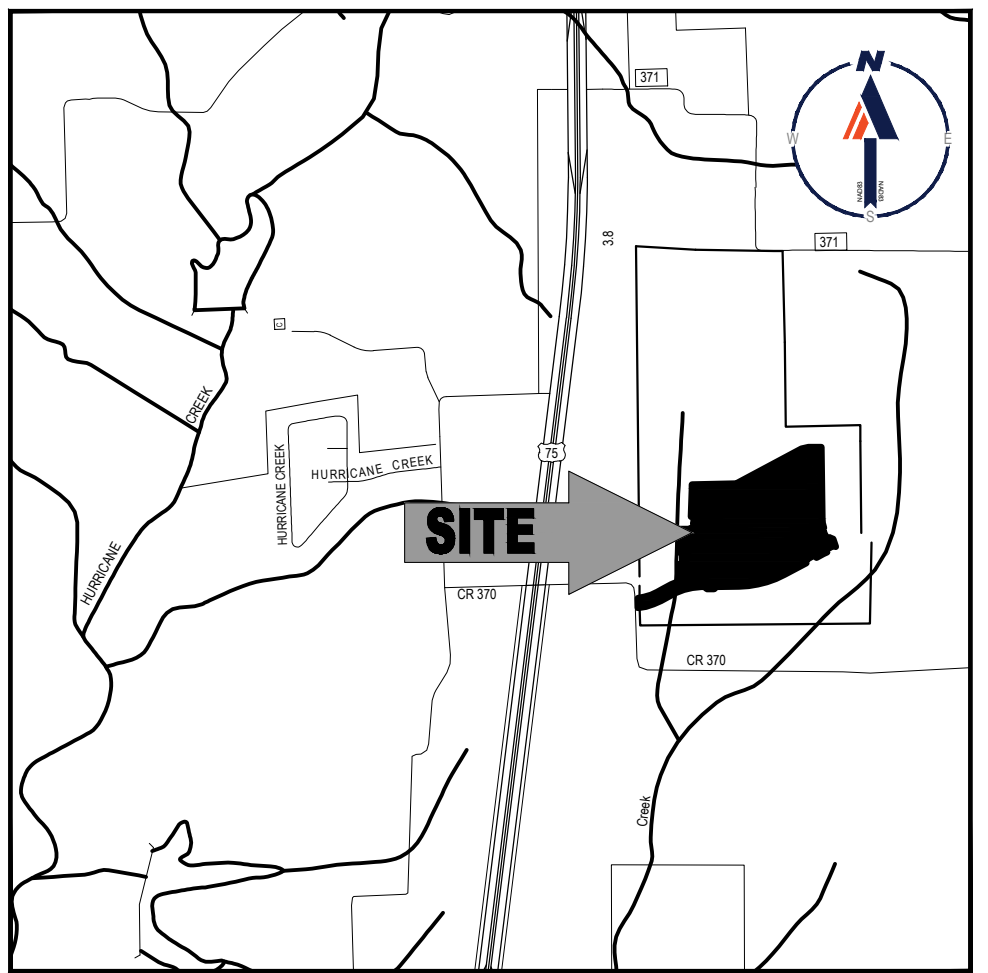
TYPICAL SF-72 and
SF-60 LOTS
BUILDING LINE SETBACKS
(EXCEPT AS SHOWN OTHERWISE)



TYPICAL SF-72, SF-60 and
SF-Z EYEBROW LOTS
BUILDING LINE SETBACKS
(EXCEPT AS SHOWN OTHERWISE)

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- NOTICE: Selling a portion of this addition by metes and bounds is a violation of the City Subdivision Ordinance and State platting statutes and is subject to fines and withholding of utilities and building certificates.
- The basis of bearing is derived from the Texas WDS RTK Cooperative Network - Texas State Plane Coordinate System, North Central Zone (4202), NAD83.
- According to Community Panel No. 48085C0155J dated JUNE 02, 2009 of the Federal Emergency Management Agency, National Flood Insurance Program Map, a portion of this property is within Flood Zone "X", (areas determined to be outside 500-year floodplain), which is not a special flood hazard area and a portion of this property is within Flood Zone "A", (areas determined to be in the 500-year floodplain, without base flood elevations), which is a special flood hazard area. The portion of this site that 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.
- All Harlow Blvd. and alley intersections will require visibility easements. At the intersection of two main streets will be a minimum of 30'x30' and at the intersection of two minor streets will be a minimum of 25'x25'. Refer to detail for more information.
- Where a 5' screening wall maintenance easement is required, they will be maintained by the HOA.
- The HOA Lots are designated with the Lot number plus the letter "X", as shown hereon, are to be maintained by the HOA.
- A screening wall will be required along the north right of way of Rosamond Parkway within Block E, Lot 25X.
- Common Area Lots and Drainage and Detention Easements are as follows and are to be maintained by the HOA:
 - Lot 25X-27X, Block E, as shown hereon.
 - Lot 1X, Block F, as shown hereon.
 - Lot 9X, Block L, as shown hereon.
- See sheet 3 of 4 for Line and Curve Data Tables and Lot Area Tables
- No appurtenance between the height of 2.5' and 10' may be placed in the visibility triangles.



LOCATION MAP
SCALE: N.T.S.



APPROVED
OCTOBER 11, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
CITY OF ANNA

FINAL PLAT

THE WOODS AT LINDSEY PLACE PHASE 1

LOTS 1-24, 25X-27X, BLOCK E;
LOT 1X, BLOCK F; LOTS 1-25, BLOCK G;
LOTS 1-25, BLOCK H; LOT 9, BLOCK I;
LOTS 1-33, BLOCK J; LOTS 1-27, BLOCK K;
LOT 1X, BLOCK KK; LOTS 1-16, BLOCK L;
LOTS 1-39, BLOCK M; LOTS 1-15, BLOCK N;
LOTS 1-15, BLOCK O

30-STANDARD PD(SF-72)LOTS
188-STANDARD PD(SF-60)LOTS
4-HOA LOTS

57.44 ACRES OUT OF THE
ELI WITT SURVEY, ABSTRACT NO. 997
CITY OF ANNA, COLLIN COUNTY, TEXAS

D.R.HORTON
America's Builder

4306 Miller Road
Rowlett, TX 75088
214-607-4244

BOHLER

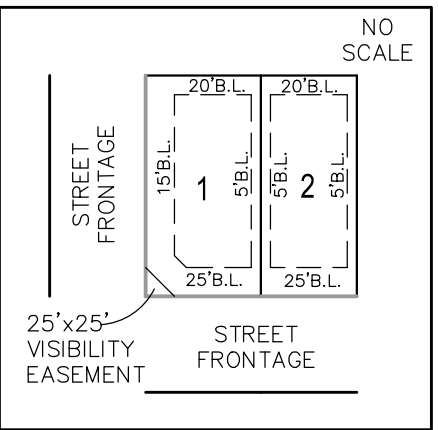
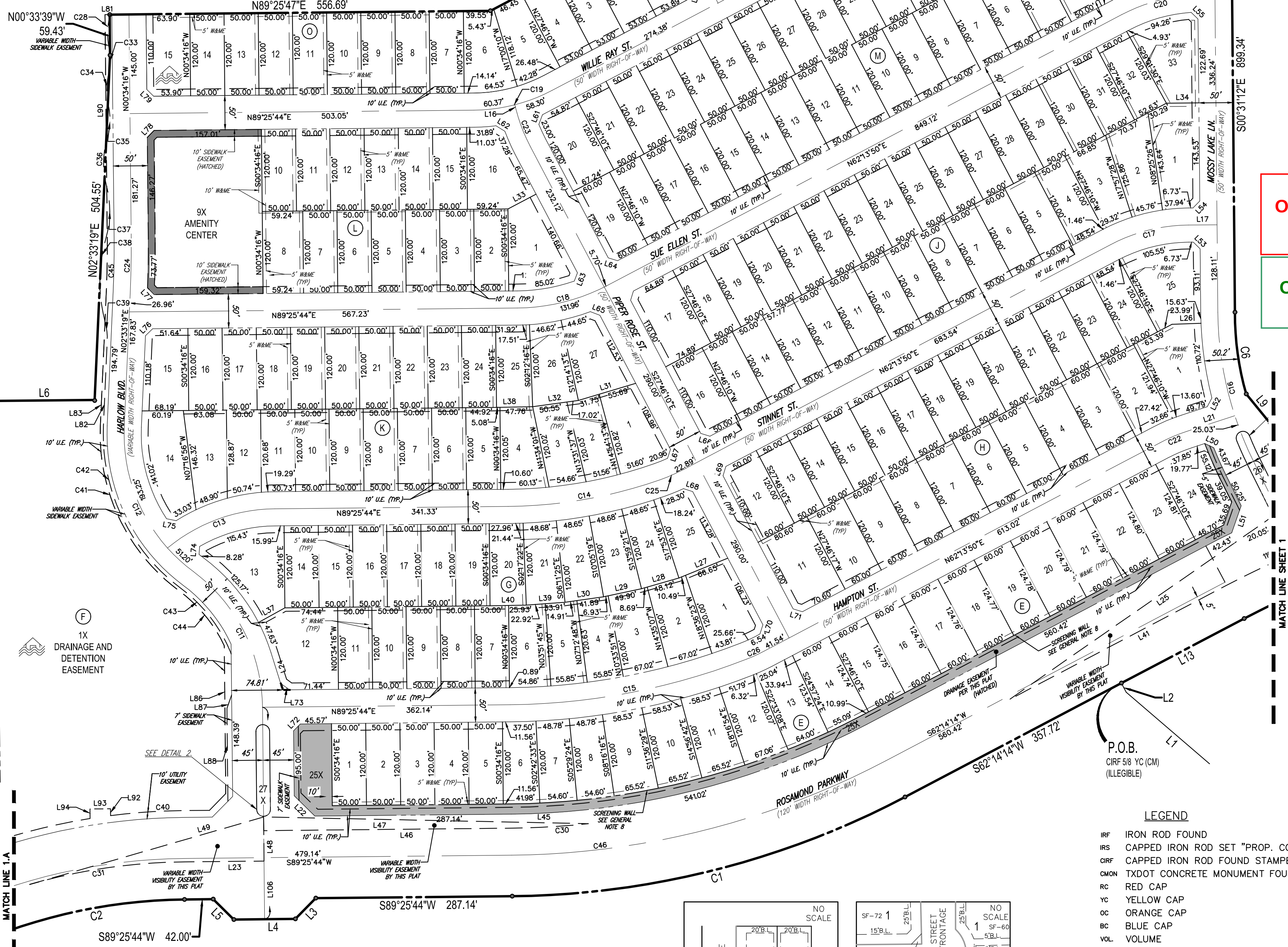
FILE NO.	DATE	DRAWN	REVIEWED	APPROVED	SCALE	DWG. NO.
TS202021	02/19/21	ASA	BL	BL	1" = 100'	2 OF 4

DEVELOPER:
D.R.HORTON, 2021 EAST DIVISION
4306 MILLER ROAD
ROWLETT, TX 75088
PHONE: (214) 607-4244
CONTACT: DAVID BOOTH

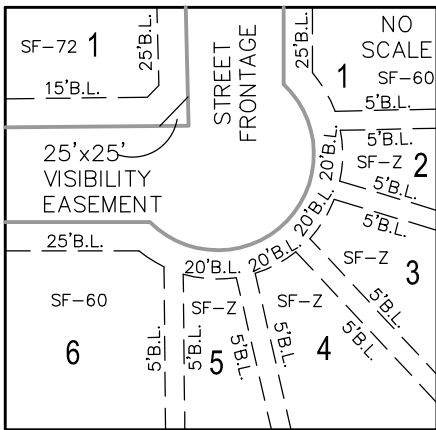
OWNER:
D.R.HORTON, 2021 EAST DIVISION
4306 MILLER ROAD
ROWLETT, TX 75088
PHONE: (214) 607-4244
CONTACT: RUSSELL HARLOW

SURVEYOR:
BOHLER ENGINEERING
6017 MAIN ST.
FRIEDLAND, TX 75041
PHONE: (409) 458-7200
CONTACT: BILLY MALLOUSON, JR.

EXHIBIT A
2 OF 4



TYPICAL SF-72 and
SF-60 LOTS
BUILDING LINE SETBACKS
(EXCEPT AS SHOWN OTHERWISE)

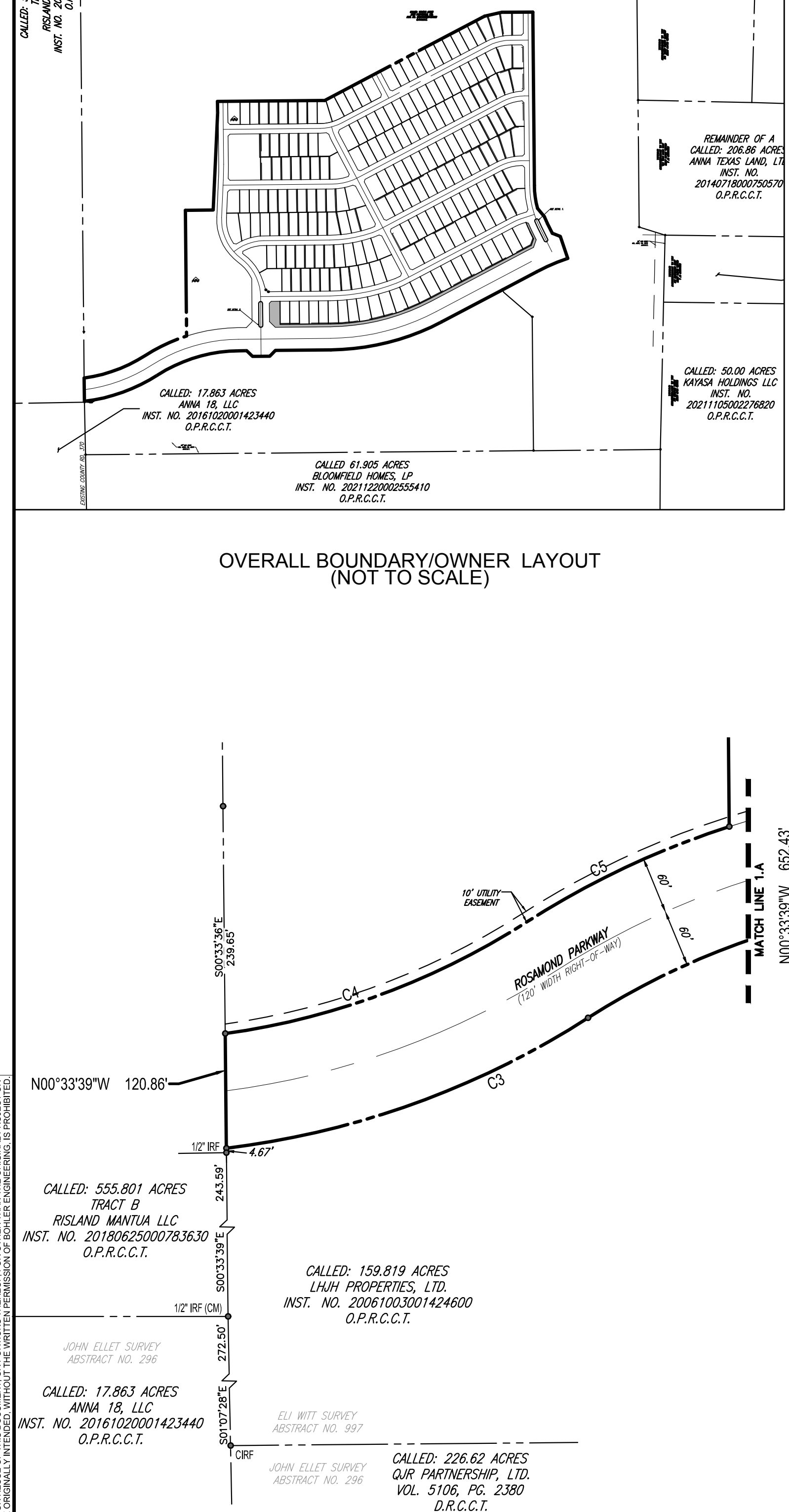


TYPICAL SF-72, SF-60 and
SF-Z EYEBROW LOTS
BUILDING LINE SETBACKS
(EXCEPT AS SHOWN OTHERWISE)

LEGEND

- IRF IRON ROD FOUND
- IRS CAPPED IRON ROD SET "PROP. COR. BOHLER"
- CRF CAPPED IRON ROD FOUND STAMPED " "
- CMON TXDOT CONCRETE MONUMENT FOUND
- RC RED CAP
- YC YELLOW CAP
- OC ORANGE CAP
- BC BLUE CAP
- VOL VOLUME
- B.L. BUILDING LINE
- (A) DESIGNATES SUBDIVISION BLOCK
- L.B. LANDSCAPE BUFFER
- PD. PAGE
- SQ. FT. SQUARE FEET
- P.O.B. POINT OF BEGINNING
- ◇ DENOTES STREET NAME CHANGE
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT
- TYP. TYPICAL
- LOTS CURRENTLY IN FLOODPLAIN

OVERALL BOUNDARY/OWNER LAYOUT (NOT TO SCALE)



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LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES
E-1	6,000	0.138	G-11	6,000	0.138	H-23	6,000	0.138	K-1	8,326	0.191	L-12	6,000	0.138	M-33	6,000	0.138
E-2	6,000	0.138	G-12	11,640	0.267	H-24	6,000	0.138	K-2	6,006	0.138	L-13	6,000	0.138	M-34	6,000	0.138
E-3	6,000	0.138	G-13	11,145	0.256	H-25	11,174	0.257	K-3	6,312	0.145	L-14	6,000	0.138	M-35	6,000	0.138
E-4	6,000	0.138	G-14	6,000	0.138	I-9	534,813	12.278	K-4	6,000	0.138	L-15	6,000	0.138	M-36	6,000	0.138
E-5	6,000	0.138	G-15	6,000	0.138	J-1	9,897	0.227	K-5	6,000	0.138	L-16	9,225	0.212	M-37	6,865	0.158
E-6	6,156	0.141	G-16	6,000	0.138	J-2	7,600	0.174	K-6	6,000	0.138	M-1	8,242	0.189	M-38	7,773	0.178
E-7	6,203	0.142	G-17	6,000	0.138	J-3	6,842	0.157	K-7	6,000	0.138	M-2	6,778	0.156	M-39	7,200	0.165
E-8	6,203	0.142	G-18	6,000	0.138	J-4	6,000	0.138	K-8	6,000	0.138	M-3	6,439	0.148	N-1	7,200	0.165
E-9	7,443	0.171	G-19	6,000	0.138	J-5	6,000	0.138	K-9	6,000	0.138	M-4	6,000	0.138	N-2	6,644	0.153
E-10	7,443	0.171	G-20	6,138	0.141	J-6	6,000	0.138	K-10	6,004	0.138	M-5	6,000	0.138	N-3	6,741	0.155
E-11	7,443	0.171	G-21	6,313	0.145	J-7	6,000	0.138	K-11	6,199	0.142	M-6	6,000	0.138	N-4	6,789	0.156
E-12	7,511	0.172	G-22	6,309	0.145	J-8	6,000	0.138	K-12	7,511	0.172	M-7	6,000	0.138	N-5	6,006	0.138
E-13	7,476	0.172	G-23	6,313	0.145	J-9	6,000	0.138	K-14	9,719	0.223	M-8	6,000	0.138	N-6	6,000	0.138
E-14	7,842	0.180	G-24	6,310	0.145	J-10	6,000	0.138	K-15	7,790	0.179	M-9	6,000	0.138	N-7	6,000	0.138
E-15	7,485	0.172	G-25	7,939	0.182	J-11	6,000	0.138	K-16	6,000	0.138	M-10	6,000	0.138	N-8	6,000	0.138
E-16	7,485	0.172	H-1	10,256	0.235	J-12	6,000	0.138	K-17	6,000	0.138	M-11	6,000	0.138	N-9	6,000	0.138
E-17	7,486	0.172	H-2	7,221	0.166	J-13	6,000	0.138	K-18	6,000	0.138	M-12	6,000	0.138	N-10	6,000	0.138
E-18	7,486	0.172	H-3	7,200	0.165	J-14	6,000	0.138	K-19	6,000	0.138	M-13	6,000	0.138	N-11	6,000	0.138
E-19	7,487	0.172	H-4	7,200	0.165	J-15	6,000	0.138	K-20	6,000	0.138	M-14	6,000	0.138	N-12	6,000	0.138
E-20	7,487	0.172	H-5	7,200	0.165	J-16	7,200	0.165	K-21	6,000	0.138	M-15	6,000	0.138	N-13	6,000	0.138
E-21	7,487	0.172	H-6	7,200	0.165	J-17	8,986	0.206	K-22	6,000	0.138	M-16	6,000	0.138	N-14	6,000	0.138
E-22	7,488	0.172	H-7	7,200	0.165	J-18	6,000	0.138	K-23	6,000	0.138	M-17	6,000	0.138	N-15	7,200	0.165
E-23	7,488	0.172	H-8	7,200	0.165	J-19	6,000	0.138	K-24	6,000	0.138	M-18	6,000	0.138	O-1	7,667	0.176
E-24	8,822	0.203	H-9	7,200	0.165	J-20	6,000	0.138	K-25	6,126	0.141	M-19	7,200	0.165	O-2	6,360	0.146
E-25X	29,524	0.678	H-10	7,200	0.165	J-21	6,000	0.138	K-26	6,795	0.156	M-20	8,069	0.185	O-3	6,360	0.146
E-26X	2,508	0.058	H-11	9,672	0.222	J-22	6,000	0.138	K-27	8,475	0.195	M-21	6,000	0.138	O-4	6,360	0.146
E-27X	2,594	0.060	H-12	7,200	0.165	J-23	6,000	0.138	L-1	9,939	0.228	M-22	6,000	0.138	O-5	6,886	0.158
G-1	9,267	0.213	H-13	6,000	0.138	J-24	6,000	0.138	L-2	6,000	0.138	M-23	6,000	0.138	O-6	7,338	0.168
G-2	7,558	0.174	H-14	6,000	0.138	J-25	6,000	0.138	L-3	6,000	0.138	M-24	6,000	0.138	O-7	6,000	0.138
G-3	7,556	0.173	H-15	6,000	0.138	J-26	6,000	0.138	L-4	6,000	0.138	M-25	6,000	0.138	O-8	6,000	0.138
G-4	6,297	0.145	H-16	6,000	0.138	J-27	6,000	0.138	L-5	6,000	0.138	M-26	6,000	0.138	O-9	6,000	0.138
G-5	6,296	0.145	H-17	6,000	0.138	J-28	6,000	0.138	L-6	6,000	0.138	M-27	6,000	0.138	O-10	6,000	0.138
G-6	6,287	0.144	H-18	6,000	0.138	J-29	6,000	0.138	L-7	6,000	0.138	M-28	6,000	0.138	O-11	6,000	0.138
G-7	6,003	0.138	H-19	6,000	0.138	J-30	6,000	0.138	L-8	7,108	0.163	M-29	6,000	0.138	O-12	6,000	0.138
G-8	6,000	0.138	H-20	6,000	0.138	J-31	6,000	0.138	L-9X	40,148	0.922	M-30	6,000	0.138	O-13	6,000	0.138
G-9	6,000	0.138	H-21	6,002	0.138	J-32	6,158	0.141	L-10	6,000	0.138	M-31	6,000	0.138	O-14	6,000	0.138
G-10	6,000	0.138	H-22	6,000	0.138	J-33	9,915	0.228	L-11	6,000	0.138	M-32	6,000	0.138	O-15	7,668	0.176

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N49°18'42"W	194.61'	L27	N67°55'06"E	77.14'	L52	S28°20'50"W	14.50'	L76	S45°59'31"W	14.52'
L2	N27°45'46"W	15.00'	L28	N74°03'41"E	56.80'	L53	S45°31'12"E	14.14'	L77	S43°47'40"E	13.85'
L3	N44°25'44"E	42.43'	L29	N77°57'40"E	56.84'	L54	S44°44'24"W	14.21'	L78	S44°25'44"W	14.14'
L4	N89°25'44"E	90.00'	L30	N81°51'38"E	56.80'	L55	S46°14'05"E	13.83'	L79	S45°34'16"E	14.14'
L5	N45°34'16"W	42.43'	L31	N73°23'09"E	87.44'	L56	S43°40'16"W	14.34'	L81	N89°25'44"E	10.00'
L6	N89°26'21"E	144.81'	L32	N82°14'40"E	67.57'	L57	S45°31'12"E	14.14'	L82	S02°33'19"W	123.31'
L7	N77°11'07"E	91.82'	L33	N62°13'50"E	46.49'	L58	S44°28'48"W	14.14'	L83	S02°33'19"W	194.79'
L8	N89°28'48"E	161.53'	L34	N89°28'48"E	47.37'	L59	S72°46'10"E	14.14'	L86	S00°34'16"E	216.41'
L9	S39°17'34"E	55.75'	L35	N89°28'48"E	60.00'	L60	S17°13'50"W	14.14'	L87	N19°14'19"E	20.63'
L10	S26°24'07"E	56.71'	L36	N72°16'22"E	86.62'	L61	S20°47'33"W	15.00'	L88	N00°34'06"W	135.98'
L11	S68°02'34"E	44.84'	L37	S61°03'58"W	44.05'	L62	S58°36'46"E	15.40'	L90	S00°34'16"E	326.28'
L12	S19°00'05"E	120.00'	L38	N88°50'54"E	52.84'	L63	S21°06'32"W	13.16'	L92	S00°34'16"E	9.93'
L13	S62°14'14"W	202.70'	L39	S85°45'37"W	56.84'	L64	S72°46'10"E	14.14'	L93	N89°25'44"E	30.00'
L16	S14°24'27"E	7.07'	L40	N89°01'22"E	53.00'	L65	S69°30'25"E	14.92'	L94	N00°34'16"W	13.94'
L17	N89°28'48"E	41.73'	L41	N62°14'14"E	359.41'	L66	S72°46'10"E	14.14'	L95	N26°23'58"W	142.82'
L18	N89°28'48"E	22.25'	L42	N26°23'47"W	64.66'	L67	S18°08'09"W	13.92'	L98	S59°42'25"W	35.37'
L19	N89°28'48"E	92.54'	L43	N77°48'20"E	223.56'	L68	S72°02'22"E	14.33'	L99	N73°02'10"E	35.13'
L20	N27°46'10"W	145.00'	L45	N88°49'13"W	475.04'	L69	S17°13'50"W	14.14'	L104	N88°36'37"E	35.00'
L21	N71°52'12"E	74.19'	L46	N89°25'44"E	362.14'	L70	S17°13'50"W	14.14'	L105	N60°18'17"E	40.07'
L22	S45°34'16"E	42.43'	L47	N88°49'13"W	475.04'	L71	N72°46'10"W	14.14'	L106	N00°34'16"W	310.00'
L23	S89°25'44"W	117.01'	L48	S00°34'16"E	64.50'	L72	S44°25'44"W	14.14'			
L24	N17°28'02"W	47.40'	L49	N73°54'14"E	356.17'	L73	S54°01'09"E	16.07'			
L25	S55°10'45"W	480.36'	L50	S64°42'27"E	14.53'	L74	S04°21'15"W	11.63'			
L26	N87°46'26"E	42.44'	L51	S19°13'24"W	41.96'	L75	N78°58'01"W	14.30'			

CURVE TABLE					
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING
C1	597.97'	027°11'29"	1260.00'	304.73'	S75°49'59"W
C2	442.68'	032°06'22"	790.00'	227.32'	S73°22'33"W
C3	408.87'	025°44'36"	910.00'	207.94'	S70°11'40"W
C4	341.53'	024°46'13"	790.00'	173.48'	N69°42'28"E
C5	236.99'	014°55'17"	910.00'	119.17'	N64°47°01"E
C6	121.05'	018°06°40"	430.50'	60.93'	S07°49°00"E
C7	38.49'	004°50'49"	455.00'	19.26'	S23°58'42"E
C8	174.31'	008°45'39"	1140.00'	87.33'	S66°37°04"W
C11	230.81'	052°53'53"	250.00'	124.37'	N27°01'13"W
C12	244.45'	056°01'29"	250.00'	133.00'	N25°27'25"W
C13	170.26'	039°01'16"	250.00'	88.58'	N69°55°06"E
C14	226.14'	018°46'41"	690.00'	114.09'	N80°02'23"E
C15	353.43'	020°39'48"	980.00'	178.66'	N79°05'49"E
C16	225.77'	025°52'15"	500.00'	114.84'	N13°27'19"W
C17	118.90'	027°14'58"	250.00'	60.60'	N75°51'19"E
C18	137.66'	027°11'51"	290.00'	70.15'	N75°49'46"E
C19	118.67'	027°11'53"	250.00'	60.48'	N75°49'47"E
C20	118.90'	027°14'58"	250.00'	60.60'	N75°51'19"E
C21	118.90'	027°14'58"	250.00'	60.60'	N75°51'19"E
C22	42.06'	009°38'21"	250.00'	21.08'	N67°03°01"E
C23	58.30'	013°21'43"	250.00'	29.28'	S21°05'18"E
C24	81.85'	003°07'36"	1500.00'	40.94'	N00°59'31"E
C25	36.74'	008°25'12"	250.00'	18.40'	N66°26'27"E
C26	28.51'	006°32'05"	250.00'	14.27'	N65°29'53"E

CURVE TABLE						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C28	45.67'	024°10'15"	108.25'	23.18'	N02°42'48"E	45.33'
C29	115.95'	005°33'32"	1195.09'	58.02'	N65°01'00"E	115.90'
C30	112.86'	005°34'20"	1160.50'	56.48'	N86°38'34"E	112.82'
C31	228.95'	015°31'27"	845.00'	115.18'	S81°39'57"W	228.25'
C32	219.79'	010°09'35"	1239.50'	110.18'	S72°43'33"W	219.50'
C33	37.46'	023°19'37"	92.01'	18.99'	N01°43'57"W	37.20'
C34	51.12'	027°35'37"	105.00'	26.08'	N01°32'41"E	50.61'
C35	48.57'	029°17'44"	95.00'	24.83'	N02°14'45"E	48.05'
C36	69.48'	031°50'52"	125.00'	35.66'	N00°58'11"E	68.59'
C37	78.29'	030°56'02"	145.00'	40.12'	N00°30'46"E	77.34'
C38	123.74'	030°49'27"	230.00'	63.40'	N00°34'04"E	122.25'
C39	28.85'	017°23'58"	95.00'	14.54'	S06°08'40"E	28.74'
C40	107.02'	006°39'53"	920.00'	53.57'	N86°05'47"E	106.96'
C41	278.68'	056°01'29"	285.00'	151.62'	S25°27'25"E	267.71'
C42	274.28'	056°01'29"	285.00'	149.22'	S25°27'25"E	263.48'
C43	119.07'	031°04'49"	210.50'	61.04'	S37°55'45"E	117.61'
C44	105.03'	027°59'20"	215.00'	53.58'	S39°28'29"E	103.99'
C45	79.94'	030°30'36"	1465.00'	39.98'	S00°59'31"W	79.93'
C46	569.50'	027°11'29"	1200.00'	290.22'	N75°49'59"E	564.17'
C48	36.41'	004°15'28"	940.00'	18.21'	S24°16'23"E	36.40'
C49	37.90'	004°15'28"	940.00'	18.96'	S24°16'23"E	37.89'
C50	31.42'	180°00'03"	10.00'	1293271.39'	S89°25'42"W	20.00'
C51	31.42'	180°00'00"	10.00'	INFINITY	N89°25'44"E	20.00'

BOHLER ENGINEERING, ALL RIGHTS RESERVED.
NO PORTION OF THIS ENGINEERING DOCUMENT, INCLUDING THE DESIGN, MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING. IT IS PROHIBITED TO REPRODUCE OR TRANSMIT THIS DOCUMENT FOR ANY PURPOSE OTHER THAN THE ORIGINAL PROJECT OR FOR ANY PURPOSE OTHER THAN THE ORIGINAL PROJECT OR FOR ANY PURPOSE OTHER THAN THE ORIGINAL PROJECT.

WHEREAS, LHJH PROPERTIES, LTD., is the owner of a tract of land situated in the Town of Anna, Collin County, Texas, a part of Eli Witt Survey, Abstract No. 997, being part of a called 159.819 acre tract of land described in a Special Warranty Deed to LHJH Properties, Ltd., recorded in Instrument No. 20061003001424600, Official Public Records, Collin County, Texas (O.P.R.C.C.T) and being more particularly described as follows:

COMMENCING at a five-eighths inch iron rod with yellow plastic cap that is illegible found at the southeast corner of said 159.819 acre tract of land and the northeast corner of a called 226.62 acre tract of land described in a Warranty Deed to QJR Partnership, Ltd. recorded in Volume 5106, Page 2380, O.P.R.C.C.T and said iron rod being in the west line of a called 50.00 acre tract of land described in a Special Warranty Deed to Kayasa Holdings, LLC, recorded in Instrument No. 201908007000946750, (O.P.R.C.C.T);

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 659.19 feet along the south line of said 159.819 acre tract of land and along the north line of said 226.62 acre tract of land to a one-half inch iron rod with yellow plastic cap stamped "BOHLER ENG" (hereinafter called "iron rod set") set for corner;

THENCE over and across said 159.819 acre tract of land, the following courses and distances:

North 00 degrees 31 minutes 12 seconds West, a distance of 694.65 feet to a capped iron rod set for corner;

North 49 degrees 18 minutes 42 seconds West, a distance of 194.61 feet to a capped iron rod set for corner;

North 27 degrees 45 minutes 46 seconds West, a distance of 15.00 feet to a capped iron rod set for corner and **POINT OF BEGINNING**;

South 62 degrees 14 minutes 14 seconds West, a distance of 357.72 feet to a capped iron rod set at the beginning of a tangent curve to the right;

In a southwesterly direction, a distance of 597.97 feet, having a central angle of 27 degrees 11 minutes 29 seconds, a radius of 1,260.00 feet, a tangent length of 304.73 feet and whose chord bears South 75 degrees 49 minutes 59 seconds West a distance of 592.38 feet to a capped iron rod set for corner;

South 89 degrees 25 minutes 44 seconds West, a distance of 287.14 feet to a capped iron rod set;

South 44 degrees 25 minutes 44 seconds West a distance of 42.43 feet to a capped iron rod set;

South 89 degrees 25 minutes 44 seconds West, a distance of 90.00 feet to a capped iron rod set

North 45 degrees 34 minutes 16 seconds West a distance of 42.43 feet to a capped iron rod set and

South 89 degrees 25 minutes 44 seconds West a distance of 42.00 feet at the beginning of a curve to the left;

In a southwesterly direction, a distance of 442.68 feet, having a central angle of 32 degrees 06 minutes 22 seconds, a radius of 790.00 feet, a tangent length of 227.32 feet and whose chord bears South 73 degrees 22 minutes 33 seconds West a distance of 436.91 to a capped iron rod set at the beginning of a curve to the right;

In a southwesterly direction, a distance of 408.87 feet, having a central angle of 25 degrees 44 minutes 36 seconds, a radius of 910 feet, a tangent length of 207.94 feet and whose chord bears South 70 degrees 11 minutes 40 seconds a distance of 405.44 feet to a capped iron rod set; said capped iron rod being in the west line of said 159.819 acre tract of land and the east line of a called 555.801 acre tract of land, described as Tract B in a Special Warranty Deed to Risland Mantua, LLC, recorded in Instrument No. 20180625000783630, O.P.R.C.C.T., from which a one-half inch iron rod found at the most southerly southeast corner of a said 555.801 acre tract of land and the northeast corner of a called 17.863 acre tract of land described in a Special Warranty Deed to Anna 18, LLC, recorded in Instrument No. 20161020001423440, O.P.R.C.C.T. bears South 00 degrees 33 minutes 39 seconds East a distance of 243.59 feet;

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 120.86 feet along the west line of said 159.819 acre tract of land and the east line of 555.801 acre tract of land to a capped iron rod set at the beginning of a non-tangent curve to the left;

THENCE over and across said 159.819 acre tract of land, the following courses and distances:

In a northeasterly direction, a distance of 341.53 feet, having a central angle of 24 degrees 46 minutes 13 seconds, a radius of 790.00 feet, a tangent length of 173.48 feet and whose chord bears North 69 degrees 42 minutes 28 seconds East a distance of 338.88 feet to a capped iron rod set for the beginning of a curve to the left;

In a northeasterly direction, a distance of 236.99 feet, having a central angle of 14 degrees 55 minutes 17 seconds, a radius of 910.00 feet, a tangent length of 119.17 feet and whose chord bears North 64 degrees 47 minutes 01 seconds East a distance of 236.32 feet to a capped iron rod;

North 00 degrees 33 minutes 39 seconds East, a distance of 652.43 feet to a capped iron rod set for corner;

North 89 degrees 26 minutes 21 seconds East a distance of 144.81 feet to a capped iron rod set for corner;

North 02 degrees 33 minutes 19 seconds East a distance of 508.55 feet to a capped iron rod set for corner;

North 00 degrees 33 minutes 39 seconds West a distance of 59.43 feet to a capped iron rod set for corner;

North 89 degrees 25 minutes 47 seconds East, a distance of 556.69 feet to a capped iron rod set for corner;

North 62 degrees 13 minutes 50 seconds East, a distance of 937.37 feet to a capped iron rod set for corner;

North 77 degrees 11 minutes 07 seconds East, a distance of 91.82 feet to a capped iron rod set for corner;

North 89 degrees 28 minutes 48 seconds East, a distance of 161.53 feet to a capped iron rod set for corner;

South 00 degrees 31 minutes 12 seconds East, a distance of 899.34 feet to a capped iron rod set for corner and beginning of a non-tangent curve to the left;

In a southerly direction, a distance of 121.05, having a central angle of 16 degrees 06 minutes 40 seconds, a radius of 430.50 feet, a tangent length of 60.93 feet, and whose chord bears South 07 degrees 49 minutes 00 seconds East a distance of 120.66 feet;

South 39 degrees 17 minutes 34 seconds East, a distance of 55.75 feet to a capped iron rod set for corner beginning of a non-tangent curve to the left;

In a southeasterly direction, a distance of 38.49 feet, having a central angle of 04 degrees 50 minutes 49 seconds, a radius of 455.00 feet, a tangent length of 19.26 feet, and whose chord bears South 23 degrees 58 minutes 42 seconds East a distance of 38.48 feet to a capped iron rod set;

South 26 degrees 24 minutes 07 seconds East, a distance of 56.71 feet to a capped iron rod set for corner;

South 68 degrees 02 minutes 34 seconds East, a distance of 44.84 feet to a capped iron rod set for corner;

South 19 degrees 00 minutes 05 seconds East, a distance of 120.00 feet to a capped iron rod set for corner;

In a southeasterly direction, a distance of 174.31 feet, having a central angle of 08 degrees 45 minutes 39 seconds, a radius of 1140.00 feet, a tangent length of 87.33 feet, and whose chord bears South 68 degrees 37 minutes 04 seconds West a distance of 174.14 feet to a capped iron rod set for corner;

South 62 degrees 14 minutes 14 seconds West, a distance of 202.70 feet to the **POINT OF BEGINNING**, containing 2,502,260.24 square feet or 57.4440 acres, more or less.

OWNER'S CERTIFICATE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT LHJH PROPERTIES, LTD., acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as, **THE WOODS AT LINDSEY PLACE - PHASE 1**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or 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 ____, 20__.

BY: LHJH PROPERTIES, LTD.

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 ____, 20__

Notary Public in and for the State of Texas

My Commission Expires On:

DRAINAGE AND DETENTION EASEMENT
STATE OF TEXAS
COUNTY OF COLLIN
CITY OF ANNA

This plat is hereby adopted by the Owners and approved by the City of Anna (called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees and successors: The portion of Block 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.

VAM EASEMENTS:

The area or areas shown on the plat as "VAM" (Visibility , Access, and Maintenance) easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM easement. The city shall have the right, but not the obligation, to maintain any and all landscaping within the VAM easement. Should the city exercise this maintenance right, it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover, and fixtures. The city may withdraw maintenance of the VAM easement at any time. The ultimate maintenance responsibility for the VAM easement shall rest with the owners. No building, fence, shrub, tree, or other improvements or growths, which in any way endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM easement. The city shall also have the right, but not the obligation, to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM easement, and to remove any obstruction thereon. The city, its successors, assigns, or agents, shall have the right and privilege at all times to enter upon the VAM easement or any part thereof for the purposes and with all rights and privileges set forth herein.

APPROVED
OCTOBER 11, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
CITY OF ANNA

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Billy M. Logsdon, Jr., 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.

Dated this the ____ day of ____, 20__.

"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".

Billy M. Logsdon, Jr.,
Registered Professional Land Surveyor No. 6487



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 Billy M Logsdon, Jr., 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 ____, 20__.

Notary Public, State of Texas

FINAL PLAT

THE WOODS AT LINDSEY PLACE
PHASE 1

LOTS 1-24, 25X-27X, BLOCK E;
LOT 1X, BLOCK F; LOTS 1-25, BLOCK G;
LOTS 1-25, BLOCK H; LOT 9, BLOCK I;
LOTS 1-33, BLOCK J; LOTS 1-27, BLOCK K;
LOT 1X. BLOCK KK; LOTS 1-16, BLOCK L;
LOTS 1-39, BLOCK M; LOTS 1-15, BLOCK N;
LOTS 1-15, BLOCK O

30-STANDARD PD(SF-72)LOTS
188-STANDARD PD(SF-60)LOTS
4-HOA LOTS

57.44 ACRES OUT OF THE
ELI WITT SURVEY, ABSTRACT NO. 997

CITY OF ANNA, COLLIN COUNTY, TEXAS

D-R HORTON
America's Builder

4306 Miller Road
Rowlett, TX 75088
214-607-4244

BOHLER		2600 NETWORK BLVD., SUITE 310 FRISCO, TEXAS 75034 469-458-7300 www.bohlerengineering.com				
SITE CIVIL AND CONSULTING ENGINEERING						
LAND SURVEYING SUSTAINABLE DESIGN		PROGRAM MANAGEMENT PERMITTING SERVICES				
LANDSCAPE ARCHITECTURE TRANSPORTATION SERVICES						
FILE NO. TSD202021	DATE 02/19/21	DRAWN ASA	REVIEWED BL	APPROVED BL	SCALE N/A	DWG. NO. 4 OF 4
DEVELOPER: D-R HORTON CIVIL EAST DIVISION 4306 MILLER ROAD ROWLETT, TX 75088 PHONE: (214) 607-4244 CONTACT: DAVID BOOTH		OWNER: LHJH PROPERTIES, LTD. 16910 DALLAS PARKWAY, STE. 106 DALLAS, TX 75248 PHONE: (214) 679-7878 CONTACT: RUSSELL HARLOW				
SURVEYOR: BOHLER ENGINEERING 6017 MAIN ST. FRISCO, TX 75034 PHONE: (469) 458-7300 CONTACT: BILLY M. LOGSDON, JR.		EXHIBIT A 4 OF 4				



Item No. 6.I.

City Council Agenda
Planning Staff Report

Meeting Date: 10/11/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding The Woods at Lindsey Place, Block L, Lot 9X, Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Amenity Center on one lot on 0.9± acre located at the northeast corner of future Sue Ellen Street and future Harlow Boulevard. Zoned: Planned Development (Ord. No. 881-2020).

The purpose of the Site Plan is to show the proposed amenity center development site improvements.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

The Site Plan is in conformance with 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. The Woods at Lindsey Place Site Plan Locator Map
2. RESOLUTION - (SP) The Woods at Lindsey Place, Block L, Lot 9X
3. Exhibit A (STAMPED) - The Woods at Lindsey Place Amenity Center SP Lot 9X

Site Plan - The Woods at Lindsey Place, Block L, Lot 9X



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE WOODS AT LINDSEY PLACE, BLOCK L, LOT 9X, 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, D.R. Horton has submitted an application for the approval of The Woods at Lindsey Place, Block L, Lot 9X, 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 Woods at Lindsey Place, Block L, Lot 9X, 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 11th day of October, 2022.

ATTEST:

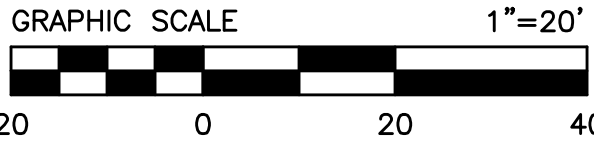
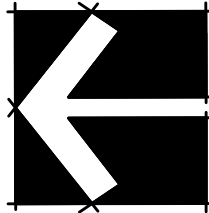
APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

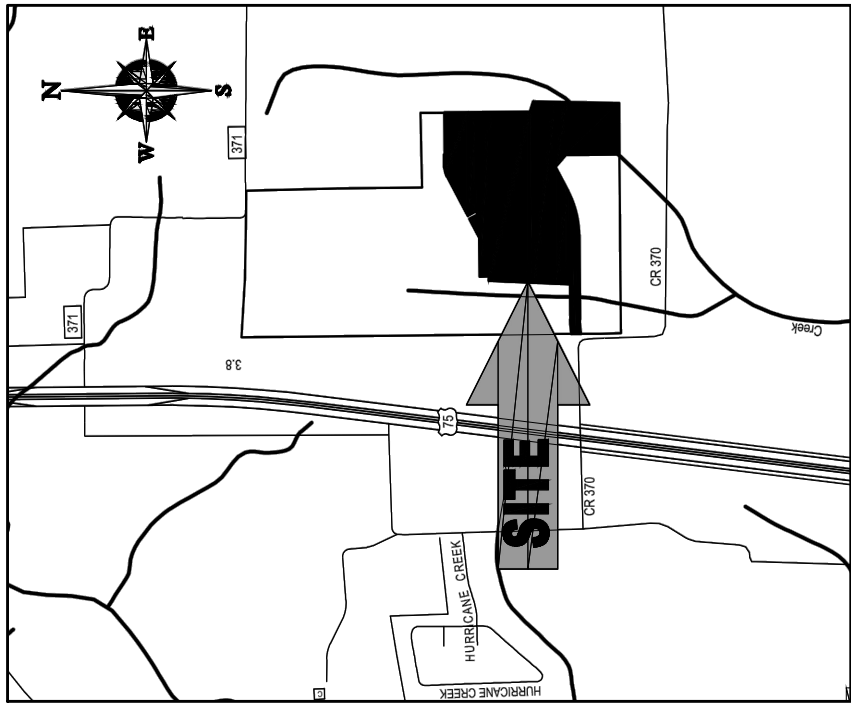
WATER METER SCHEDULE

METER ID NUMBER	WATER METER SIZE	METER DOM.	METER IRR.	SAN. SERVICE SIZE	GAS SERVICE SIZE
1	2"	X			
2	1"		X		
3		X		6"	
4					1/2"



LEGEND

- 6'-0" HT. BRICK THINWALL
- 6'-0" HT. TUBULAR STEEL FENCE
- 6'-0" HT. STONE WALL ENCLOSURE WITH STONE COLUMN
- 6'-8" HT. STONE COLUMN
- CONCRETE SIDEWALK PAVING
- POOL DECK
- SEAT WALL
- PAE PEDESTRIAN ACCESS EASEMENT



KEY MAP
NTS

SITE DATA SUMMARY TABLE

ITEM	LOT
GENERAL SITE DATA	BLOCK L, LOT 9X
ZONING (FROM ZONING MAP)	PD-SF-60
LAND USE (FROM ZONING ORDINANCE)	SINGLE FAMILY
LOT AREA (SQUARE FEET & ACRES)	40,048.34 SF (0.93 ACRES)
BUILDING FOOTPRINT AREA (SQUARE FEET)	478.62 SF
TOTAL BUILDING AREA (SQUARE FEET)	478.62 SF
BUILDING HEIGHT (# STORIES)	1-STORY
BUILDING HEIGHT (FEET - DISTANCE TO TALLEST BUILDING ELEMENT)	20'-3.5"
LOT COVERAGE (PERCENT-X.XX%)	1.2%
PARKING	
PARKING RATIO	
REQUIRED PARKING	8
PROVIDED PARKING	8
ACCESSIBLE PARING REQUIRED	2
ACCESSIBLE PARKING PROVIDED	2
LANDSCAPE AREA	
REQUIRED INTERNAL LANDSCAPE AREA (SQUARE FEET - 8 SQUARE FEET PER PARKING SPACE)	128 SF
ADDITIONAL INTERIOR LANDSCAPE AREA	13,187.19 SF
TOTAL LANDSCAPE AREA	13,315.19 SF

NOTE:
THE SITE IS **NOT** WITHIN FEMA FLOOD PLAIN

APPROVED
OCTOBER 11, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
CITY OF ANNA

SITE PLAN

THE WOODS AT LINDSEY PLACE
AMENITY CENTER
LOT 9X, BLOCK L

0.92 ACRES OUT OF THE
ELI WITT SURVEY, ABSTRACT NO. 997

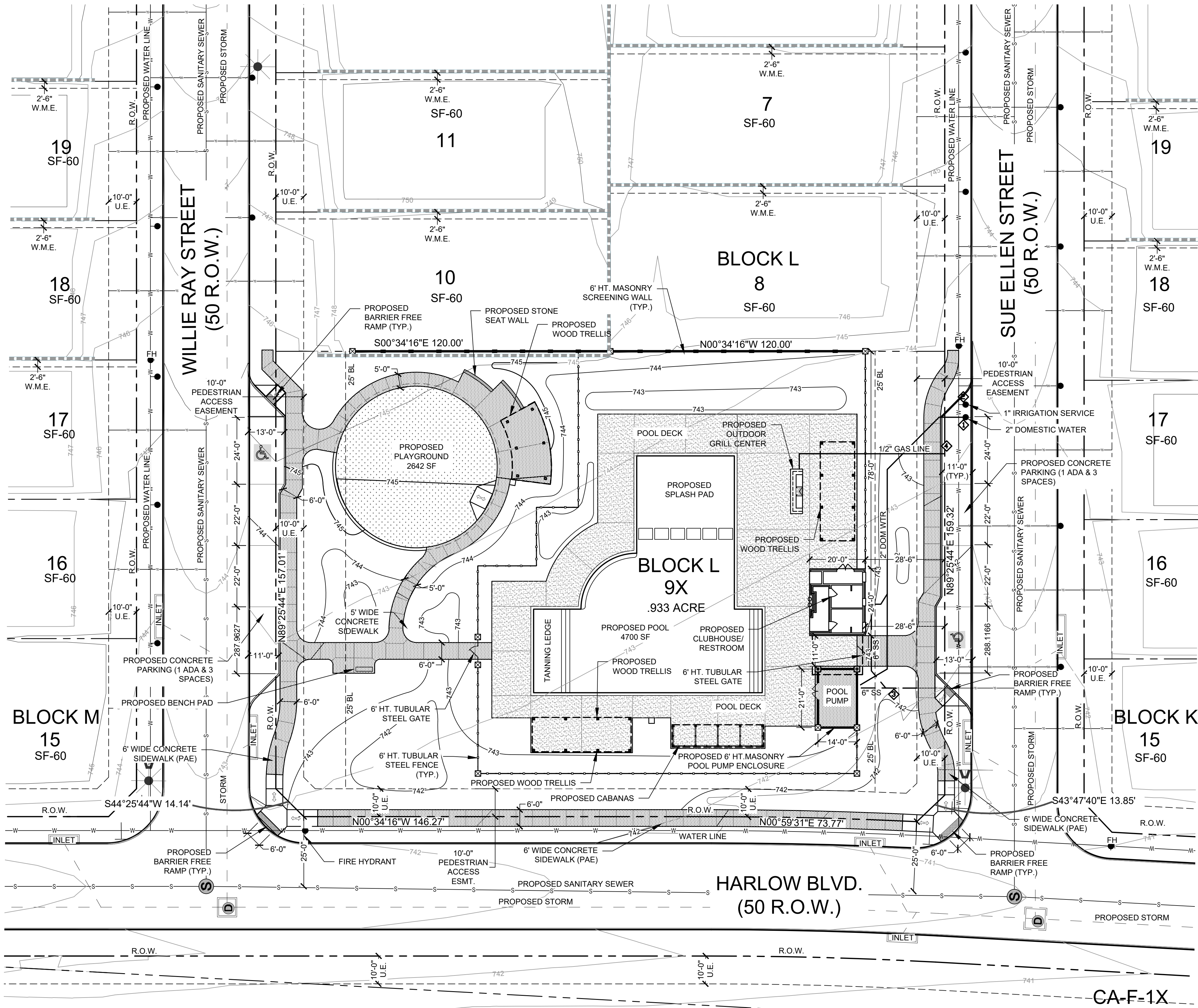
CITY OF ANNA,
COLLIN COUNTY, TEXAS

D.R. HORTON-TEXAS, LTD. OWNER/APPLICANT
4306 Miller Road, Suite A (214) 607-4244
Rowlett, Texas 75088
Contact: David L. Booth
JBI PARTNERS, INC. LANDSCAPE ARCHITECT
2121 Midway Road, Suite 300 (972)248-7676
Carrollton, Texas 75006
Contact: Ruben P. Graciano, R.L.A.
TBP# No. F-438 TBP#LS No. 10076000

SEPTEMBER 28, 2022

Sheet 1 of 2

EXHIBIT A





Item No. 6.m.

City Council Agenda
Planning Staff Report

Meeting Date: 10/11/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding Avery Pointe Commercial, Block A, Lots 1R, 2R, 3, 4, & 5, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:

Self-Storage on Lot 3, restaurants and retail on Lots 1R, 2R, 4, & 5 on 7.4± acres located at the northeast corner of W. White Street and Ferguson Parkway. Zoned: Planned Development (Ord. No. 964-2022, Ord. No. 709-2015, Ord. No. 179-2005).

The purpose of the Replat is to subdivide the property and dedicate lot and block boundaries and easements necessary for the construction of the restaurant and retail site improvements. This Replat is a combination of three previously approved Replat applications which have not been filed with Collin County.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

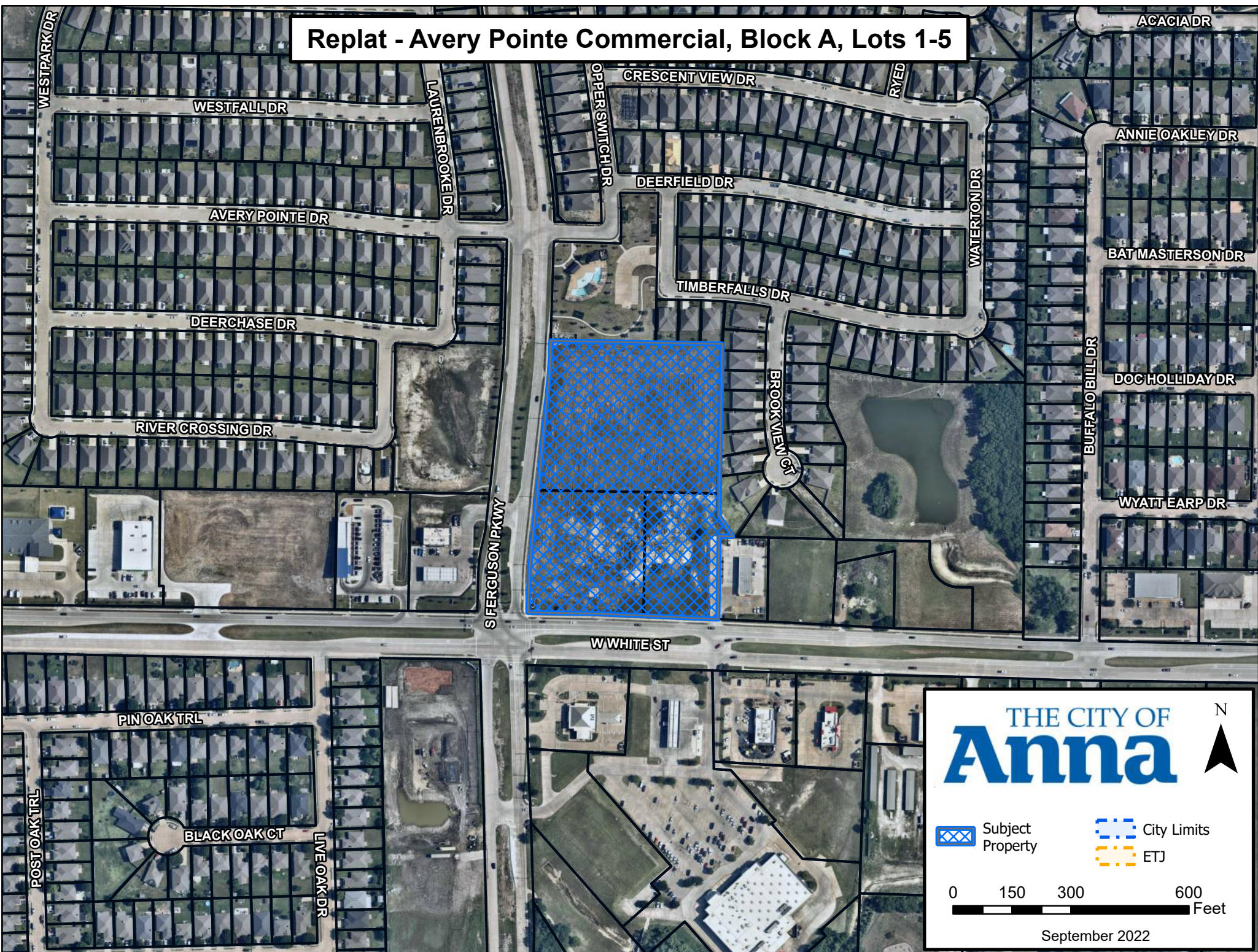
The Replat is in conformance with adopted Planned Development standards and with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. Avery Pointe Replat Locator Map
2. RESOLUTION - (RP) Avery Pointe Commercial, Block A, Lots 1R, 2R, 3, 4, & 5
3. Exhibit A (STAMPED) - (RP) Avery Pointe Commercial, BL A, Lts 1-5

Replat - Avery Pointe Commercial, Block A, Lots 1-5



THE CITY OF
Anna

N

Subject Property

City Limits

ETJ

0 150 300 600 Feet

September 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AVERY POINTE COMMERCIAL, BLOCK A, LOTS 1R, 2R, 3, 4, & 5, REPLAT.

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

WHEREAS, Davis Group, Ashton Gray, LLC & Retail Buildings, Inc. have submitted an application for the approval of the Avery Pointe Commercial, Block A, Lots 1R, 2R, 3, 4, & 5, Replat; and

WHEREAS, The Replat of Avery Pointe Commercial, Block A, Lots 1R, 2R, 3, 4, & 5 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 Replat

The City Council hereby approves the Avery Pointe Commercial, Block A, Lots 1R, 2R, 3, 4, & 5, Replat attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

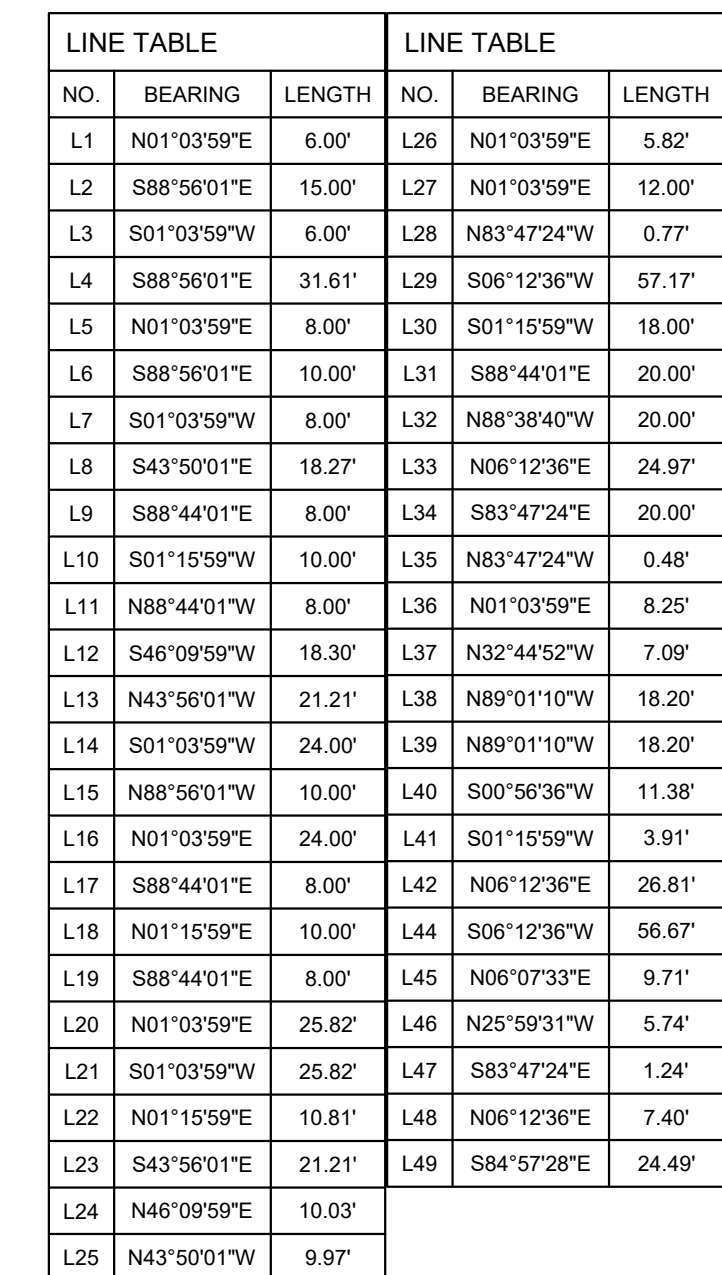
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 11th day of October, 2022.

ATTEST:

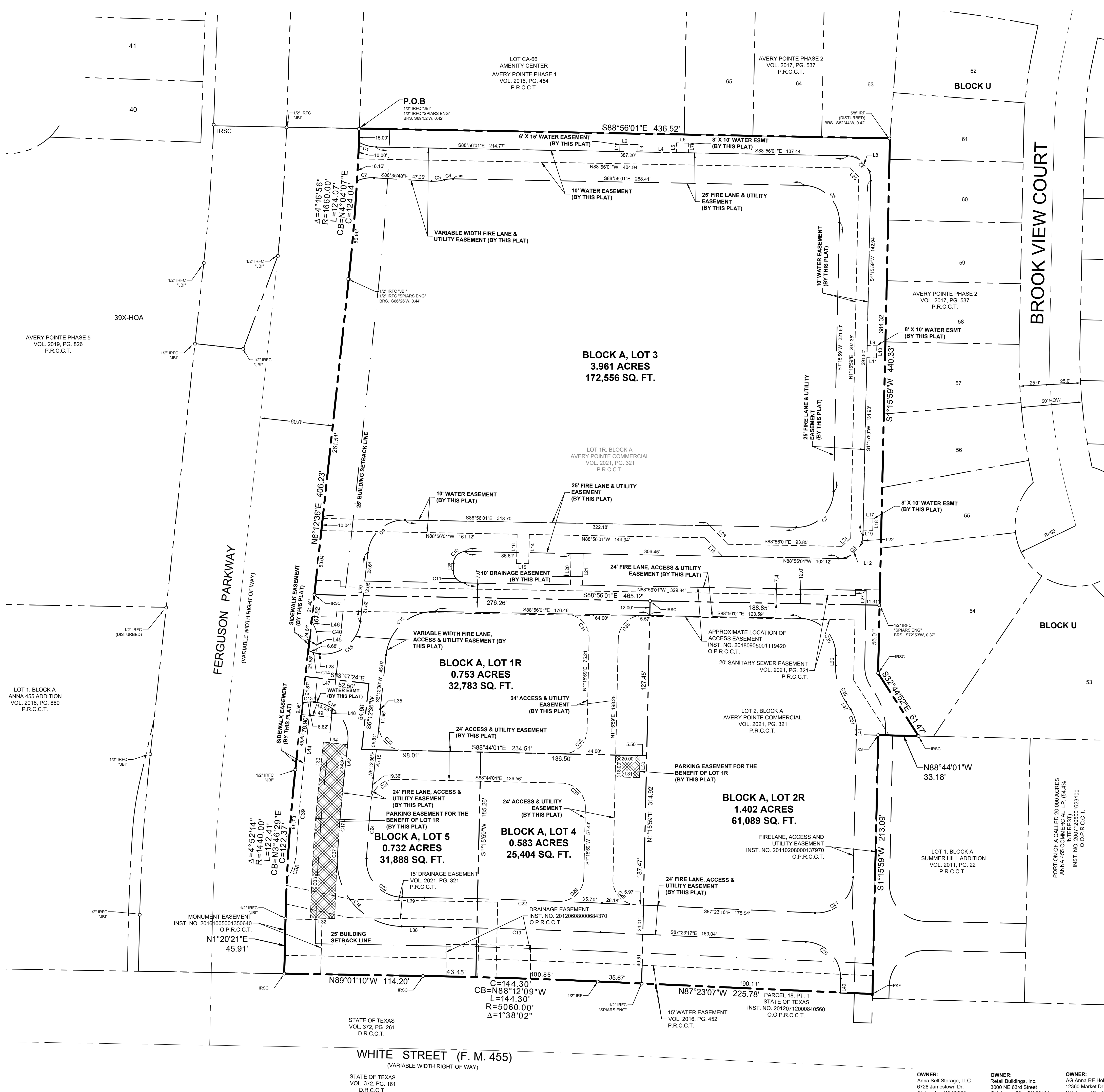
APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	28°42'22"	30.00'	15.03'	S74°34'47"E	14.87'
C2	27°25'20"	30.00'	14.36'	S79°41'32"W	14.22'
C3	16°14'02"	30.00'	8.50'	N85°17'11"E	8.47'
C4	13°53'49"	30.00'	7.28'	S84°07'05"W	7.26'
C5	90°12'00"	30.00'	47.23'	N43°50'01"W	42.50'
C6	90°11'55"	20.00'	31.49'	N43°50'01"W	28.33'
C7	89°48'00"	30.00'	47.02'	N46°09'59"E	42.35'
C8	89°47'49"	20.00'	31.35'	N46°10'05"E	28.23'
C9	84°51'24"	30.00'	44.43'	S48°38'18"W	40.48'
C10	90°00'00"	10.00'	15.71'	S46°03'59"W	14.14'
C11	89°59'56"	10.00'	15.71'	S43°55'59"E	14.14'
C12	84°51'23"	40.00'	59.24'	S48°38'17"W	53.97'
C13	21°51'57"	25.00'	9.54'	S85°16'39"W	9.48'
C14	21°43'18"	25.00'	9.48'	S72°55'45"E	9.42'
C15	90°00'00"	20.00'	47.12'	N51°12'30"E	42.43'
C16	90°00'00"	30.00'	47.12'	N38°47'24"W	42.43'
C17	2°46'31"	1399.50'	67.79'	S04°49'20"W	67.78'
C18	92°27'15"	54.00'	87.14'	S42°47'33"E	77.99'
C19	1°38'02"	5100.15'	145.46'	N88°120'59"	145.45'
C20	88°19'43"	30.00'	46.25'	N43°13'15"W	41.80'
C21	91°20'54"	30.00'	47.83'	N46°56'26"E	42.92'
C22	1°38'02"	5124.50'	146.14'	N88°120'59"	145.45'
C23	92°27'15"	50.00'	88.41'	S42°47'33"E	43.33'
C24	2°46'31"	1375.50'	66.63'	S04°49'20"W	66.62'
C25	90°00'00"	30.00'	47.12'	N43°50'01"W	42.43'
C26	33°48'51"	54.00'	31.87'	S15°50'27"E	31.41'
C27	34°00'51"	30.00'	17.81'	N15°44'26"W	17.55'
C28	88°39'06"	20.00'	30.95'	S43°03'34"E	27.95'
C29	90°56'56"	20.00'	31.75'	N46°44'27"E	28.52'
C30	90°00'00"	20.00'	31.42'	N43°44'01"W	28.28'
C31	85°51'46"	20.00'	29.97'	S48°20'06"W	27.48'
C32	94°56'37"	20.00'	33.14'	N41°15'43"E	29.24'
C33	90°00'00"	20.00'	31.42'	N46°15'59"E	28.28'
C34	90°12'00"	20.00'	31.49'	N43°50'01"W	28.33'
C35	89°48'00"	20.00'	31.35'	S46°09'59"W	28.23'
C36	4°51'16"	1199.50'	120.27'	S03°46'58"W	120.23'
C37	4°51'22"	1399.50'	118.61'	S03°47'01"W	118.58'
C38	32°18'14"	41.50'	23.40'	N19°40'27"E	23.09'
C39	2°41'16"	1433.39'	67.24'	S04°51'58"W	67.23'
C40	32°07'04"	22.00'	12.33'	N09°55'59"W	12.17'



LEGEND

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

Lot No.	Acreage
1R	0.753
2R	1.402
3	3.961
4	0.583
5	0.732
Total	7.432

APPROVED
OCTOBER 11, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
CITY OF ANNA

**REPLAT
AVERY POINTE COMMERCIAL
BLOCK A, LOTS 1R, 2R, 3, 4 & 5**

BEING A REPLAT OF BLOCK A, LOTS 1R AND 2
AVERY POINTE COMMERCIAL
AND BEING 7.432 ACRES SITUATED IN THE
FRANCIS T. DUFFAU, ABSTRACT NO. 288,
CITY OF ANNA, COLLIN COUNTY, TEXAS
SEPT. 2022

Kimley»»Horn

6160 Warren Parkway, Suite 210 Tel. No. (972) 335-3580
 Frisco, Texas 75034 FIRM # 10193822 Fax No. (972) 335-3779

<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet</u>
1" = 40'	MBM	KHA	SEPT. 2022	064546002	1 OF 1

APPLICANT:
Kimley-Horn and Associates,
13455 Noel Road, Suite 700
Dallas, TX 75240
Ph: 972.770.1300
Fax: 972.239.3820
Contact: Jonathan Kerby, PE

EXHIBIT A

OWNER:
Anna Self Storage, LLC
6728 Jamestown Dr.
Alpharetta, GA 30005
Ph: 770-680-2721 ext 30
Contact: Chris Davis

OWNER:
Retail Buildings, Inc.
3000 NE 63rd Street
Oklahoma City, OK 73127
Ph: 405-620-7223
Contact: Marcus Foran

OWNER:
AG Anna RE Holdings, LL
12360 Market Dr.
Oklahoma City, OK 73114
Ph:
Contact: Denver Green

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS AG ANNA RE HOLDINGS, LLC, ANNA SELF STORAGE, LLC and RETAIL BUILDINGS, INC., are the sole owners of the following described tract of land:

BEING a tract of land situated in the Francis T. Duffau Survey, Abstract No. 288, City of Anna, Collin County, Texas, and being all of Lot 1R and Lot 2, Block A of Avery Pointe Commercial, an addition to the City of Anna, Texas, according to the Replat, recorded in Volume 2021, Page 321 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a yellow plastic cap, stamped "JBI" found for the northwest corner of said Lot 1R and the southwest corner of Lot CA-66, Block U of Avery Pointe Phase 1, an addition to the City of Anna, Texas, according to the Final Plat, recorded in Volume 2016, Page 454 of the Plat Records of Collin County, Texas, same also being on the easterly right of way line of Ferguson Parkway, a variable width right of way as depicted in the Final Plat, recorded in Volume 2016, Page 452 of the Plat Records of Collin County, Texas, from said corner, a found 1/2-inch iron rod with a yellow plastic cap, stamped "SPIARS ENG", bears South 69°52' West, 0.42 feet;

THENCE South 88°56'01" East, departing the easterly right of way line of said Ferguson Parkway, along the northerly line of said Lot 1R, the southerly line of said Lot CA-66 and the southerly line of Lots 65, 64 and 63, Block U of Avery Pointe Phase 2, an addition to the City of Anna, Texas, according to the Final Plat, recorded in Volume 2017, Page 537 of the Plat Records of Collin County, Texas, a distance of 436.52 feet to the northeast corner of said Lot 1R and the southeast corner of said Lot 63, same being on the westerly line of Lot 61, Block U of said Avery Pointe Phase 2, from which, a found disturbed 5/8-inch iron rod bears South 82°44' West, 0.42 feet;

THENCE South 01°15'59" West, along the easterly line of said Lot 1R, the easterly line of aforesaid Lot 2, and the westerly line of Block U of said Avery Pointe Phase 2, a distance of 440.33 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for an angle point;

THENCE South 32°44'52" East, continuing along the easterly line of said Lot 2 and the westerly line of said Block U, a distance of 61.47 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the easterly, southeast corner of said Lot 2, same being the northwest corner of Lot 1, Block A and Summer Hill Addition, an addition to the City of Anna, Texas, according to the Replat, recorded in Volume 2011, Page 22 of the Plat Records of Collin County, Texas,

THENCE North 88°44'01" West, along a southerly line of said Lot 2 and the northerly line of said Lot 1, a distance of 33.18 feet to an "X" cut set for the northwest corner of said Lot 1;

THENCE South 01°15'59" West, along the easterly line of said Lot 2 and the westerly line of said Lot 1, a distance of 213.09 feet to a PK nail found for the southeast corner of said Lot 2, , same being on the northerly right of way line of aforesaid White Street (F. M. 455);

THENCE North 87°23'07" West, along the southerly line of said Lot 2, the southerly line of aforesaid Lot 1R and the northerly right of way line of said White Street (F. M. 455), a distance of 225.78 feet to a 1/2-inch iron rod found for the beginning of a tangent curve to the left with a radius of 5,060.00 feet, a central angle of 01°38'02", and a chord bearing and distance of North 88°12'09" West, 144.30 feet;

THENCE in a westerly direction, continuing along the southerly line of said Lot 1R and the northerly right of way line of said White Street (F. M. 455), with said tangent curve to the left, an arc distance of 144.30 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for corner;

THENCE North 89°01'10" West, continuing along the southerly line of said Lot 1R and the northerly right of way line of said White Street (F. M. 455), a distance of 114.20 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southwest corner of said Lot 1R, same being the intersection of the northerly right of way line of said White Street (F. M. 455) with the easterly right of way line of said Ferguson Parkway;

THENCE North 01°20'21" East, along the westerly line of said Lot 1R and the easterly right of way line of said Ferguson Parkway, a distance of 45.91 feet to a 1/2-inch iron rod with a yellow plastic cap, stamped "JBI" found for the beginning of a tangent curve to the right with a radius of 1,440.00 feet, a central angle of 04°52'14", and a chord bearing and distance of North 03°46'29" East, 122.37 feet, from which, a found 1/2-inch iron rod with a yellow plastic cap, stamped "SPIARS ENG", bears South 72°08' West, 0.47 feet;

THENCE in a northerly direction, continuing along the westerly line of said Lot 1R and the easterly right of way line of said Ferguson Parkway, with said tangent curve to the right, an arc distance of 122.41 feet to a 1/2-inch iron rod with a yellow plastic cap, stamped "JBI" found for corner;

THENCE North 06°12'36" East, continuing along the westerly line of said Lot 1R and the easterly right of way line of said Ferguson Parkway, a distance of 406.23 feet to a 1/2-inch iron rod with a yellow plastic cap, stamped "JBI" found for the beginning of a tangent curve to the left with a radius of 1,660.00 feet, a central angle of 04°16'56", and a chord bearing and distance of North 04°04'07" East, 124.04 feet, from said corner, a found 1/2-inch iron rod with a yellow plastic cap, stamped "SPIARS ENG", bears South 66°26' West, 0.44 feet;

THENCE in a northerly direction, continuing along the westerly line of said Lot 1R and the easterly right of way line of said Ferguson Parkway, with said tangent curve to the left, an arc distance of 124.07 feet to the POINT OF BEGINNING and containing 7.432 acres (323,720 square feet) of land, more or less.

OWNER'S CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT AG ANNA RE HOLDINGS, LLC, ANNA SELF STORAGE, LLC and RETAIL BUILDINGS, INC., acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as **EVERY POINTE COMMERCIAL, BLOCK A, LOTS 1R, 2R, 3, 4 & 5**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

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

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

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

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

AG ANNA RE HOLDINGS, LLC, a Texas limited liability company

By: _____

(Printed Name)

(Title)

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

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

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

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

ANNA SELF STORAGE, LLC, a Georgia limited liability company

By: _____

(Printed Name)

(Title)

STATE OF GEORGIA §
COUNTY OF FULTON §

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

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

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

RETAIL BUILDINGS, INC. a Texas limited liability company

By: _____

(Printed Name)

(Title)

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

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

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

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS

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

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

STATE OF TEXAS §
COUNTY OF COLLIN §

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

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

Notary Public in and for the State of Texas

Printed Name

My Commission Expires

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

Mayor

City Secretary

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

APPROVED
OCTOBER 11, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
CITY OF ANNA

REPLAT
AVERY POINTE COMMERCIAL
BLOCK A, LOTS 1R, 2R, 3, 4 & 5

BEING A REPLAT OF BLOCK A, LOTS 1R AND 2
AVERY POINTE COMMERCIAL
AND BEING 7.432 ACRES SITUATED IN THE
FRANCIS T. DUFFAU, ABSTRACT NO. 288,
CITY OF ANNA, COLLIN COUNTY, TEXAS
SEPT, 2022

Kimley»Horn

6160 Warren Parkway, Suite 210 Tel. No. (972) 335-3580
Frisco, Texas 75034 FIRM # 10193822 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MBM	KHA	SEPT. 2022	064546002	2 OF 2

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, TX 75240
Ph: 972.770.1300
Fax: 972.238.3800
Contact: Jonathan Kerby, PE

EXHIBIT A

OWNER:
Anna Self Storage, LLC
6728 Jamestown Dr.
Alpharetta, GA 30005
Ph: 770-680-2721 ext 301
Contact: Chris Davis

OWNER:
Retail Buildings, Inc.
3000 NE 63rd Street
Oklahoma City, OK 73121
Ph: 405-620-7223
Contact: Marcus Foran

OWNER:
AG Anna RE Holdings, LLC
12360 Market Dr.
Oklahoma City, OK 73114
Ph:
Contact: Denver Green



Item No. 6.n.

City Council Agenda
Planning Staff Report

Meeting Date: 10/11/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding East Fork Estates, Lot 23, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:

Vacant lot on 1.4± acres located at the west side of East Fork Circle, 1,340± feet south of Farm-to-Market 455. Zoned: AG Agricultural District.

The purpose of the Replat is to dedicate right-of-way, lot and block boundaries, and easements necessary for future development.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

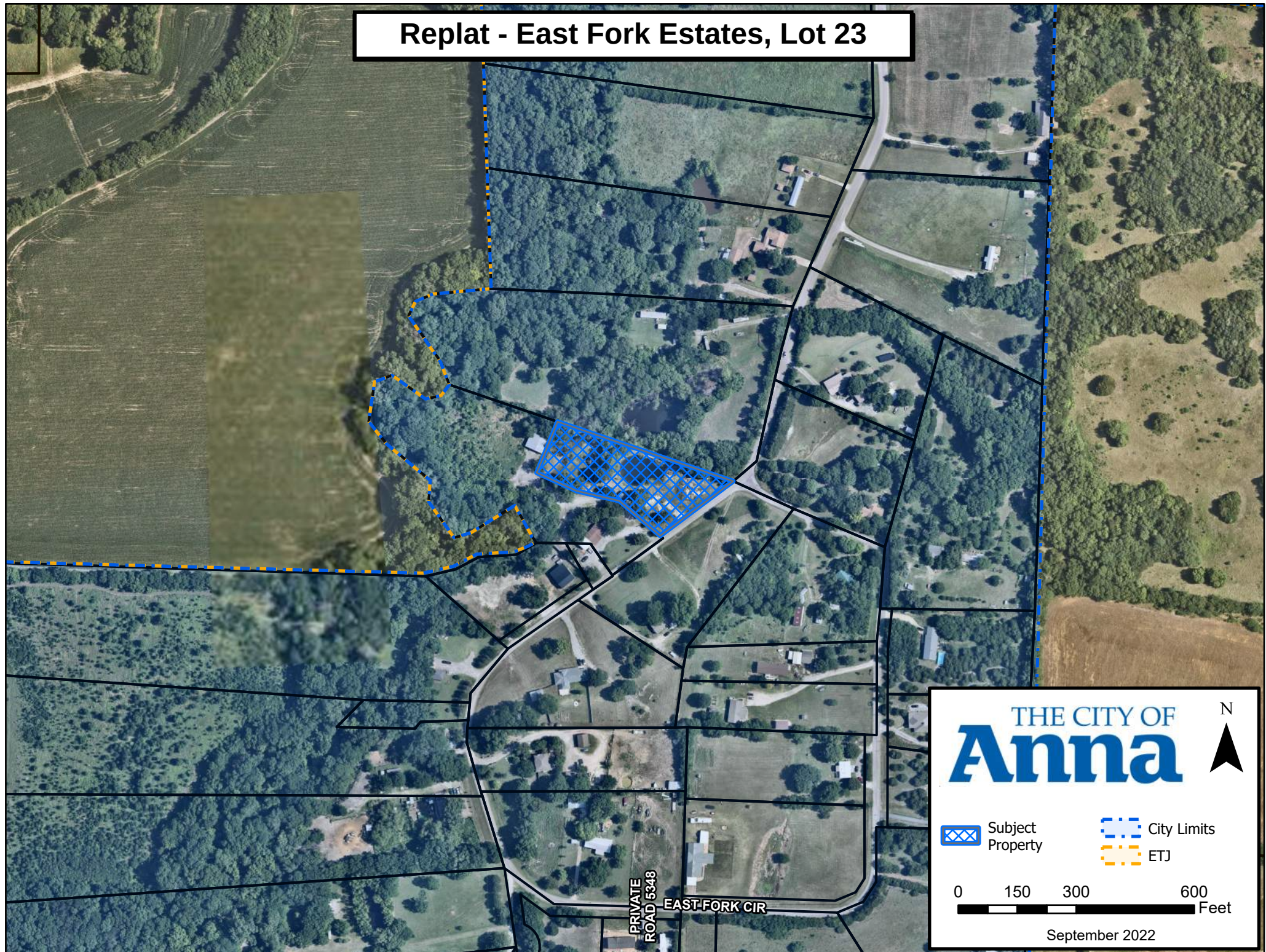
The Replat is in conformance with the city's Subdivision Regulations and Zoning Ordinances and is subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

The Planning & Zoning Commission recommended approval.

ATTACHMENTS:

1. East Fork Estates Replat Locator Map
2. RESOLUTION - (RP) East Fork Estates, Lot 23
3. Exhibit A (STAMPED) - East Fork Estates, Lot 23 Replat

Replat - East Fork Estates, Lot 23



THE CITY OF
Anna

N



 Subject Property

 City Limits
 ETJ

0 150 300 600
Feet

September 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING EAST FORK ESTATES, LOT 23, REPLAT.

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

WHEREAS, Robert & Melna Rainey have submitted an application for the approval of the East Fork Estates, Lot 23, Replat; and

WHEREAS, The Replat of East Fork Estates, Lot 23 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 Replat

The City Council hereby approves the East Fork Estates, Lot 23, Replat 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 11th day of October, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



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.

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 purpose of this replat is that Lot 14 has been subdivided by metes and bounds description and is not in compliance with the City of Anna development codes.
5. The basis of bearings shown on this plat is based on the southeast line of Lot 15 (called S 53°53'55" W) as platted per the East Fork Estates Subdivision as recorded in Cabinet C, Page 206, P.R.C.C.T.

BEING PART OF LOT 15
KATHY LIPPENCOTT & LYNDY LIPPENCOTT
VOLUME 4978, PAGE 3302
O.P.R.C.C.T.

POINT OF
BEGINNING

EAST FORK CIRCLE

EAST FORK CIRCLE

FLOODPLAIN NOTE: According to the Flood Insurance Rate
Map (FIRM) Map No. 48085C0135 J, dated June 2, 2009,
prepared by Federal Emergency Management Agency
(FEMA) for Collin County, Texas, portions of this tract lie
with in Zone A (Shaded Without Base Flood Elevation) and
Zone X (Unshaded).

CERTIFICATE OF APPROVAL

APPROVED on this the _____ day of _____, 2022, by the City
Council, City of Anna, Texas.

Mayor

City Secretary

COLLIN COUNTY NOTES:

All lots must utilize alternative type On-Site Sewage Facilities.
Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas,
water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations). No variances will be granted for setbacks
or for OSSF reduction.

HEALTH DEPARTMENT CERTIFICATION

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

Registered Sanitarian or Designated Representative
Collin County Development Services

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS Robert Harold Rainey and Melna Gay Rainey are the owner of a tract of land situated in the John L. White Survey, Abstract No.
1015, City of Anna, Collin County, Texas, and being all of a 1.5 acre tract conveyed to Robert Harold Rainey and Melna Gay Rainey as
recorded in County Clerks No. 20201130002127910 of the Land Records of Collin County, Texas, and being part of Lot 14 of the East Fork
Estate Subdivision as recorded in Cabinet C, Page 206, Plat Records of Collin County, Texas, and being more particularly described by metes
and bounds as follows:

BEGINNING at a to a 1/2" iron rod found for corner at the southeast corner of said Lot 15, said iron rod being in East Fork Circle
and in the center of a 60' Road and Utility Easement as recorded in Cabinet C, Page 206, P.R.C.C.T.;
THENCE S 53°53'55" W following East Fork Circle a distance of 231.31' to capped 1/2" iron rod found for corner;
THENCE N 48°21'14" W a distance of 138.48' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;
THENCE N 75°57'54" W a distance of 111.65' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;
THENCE N 64°28'16" W a distance of 111.65' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;
THENCE N 23°52'13" E a distance of 140.29' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner;
THENCE S 70°13'04" E a distance of 470.43' to the POINT OF BEGINNING and containing 65,352 Square Feet or 1.500 Acres of land.

OWNER'S CERTIFICATIONS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Robert Harold Rainey and Melna Gay Rainey are the owner and does hereby adopt this plat designating the hereinabove described
property as **EAST FORK ESTATES SUBDIVISION, LOT 23**, 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.

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

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

ROBERT HAROLD RAINEY, OWNER

MELNA GAY RAINEY, OWNER

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

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

Notary Public in and for Collin County

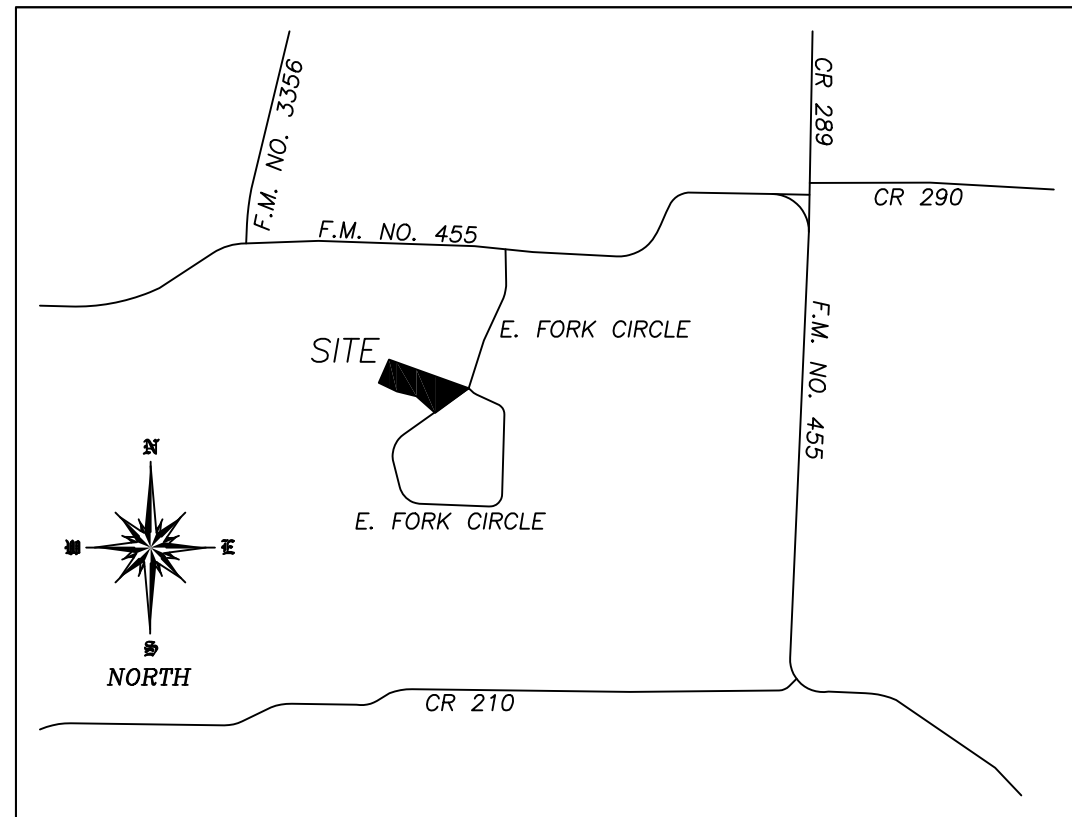
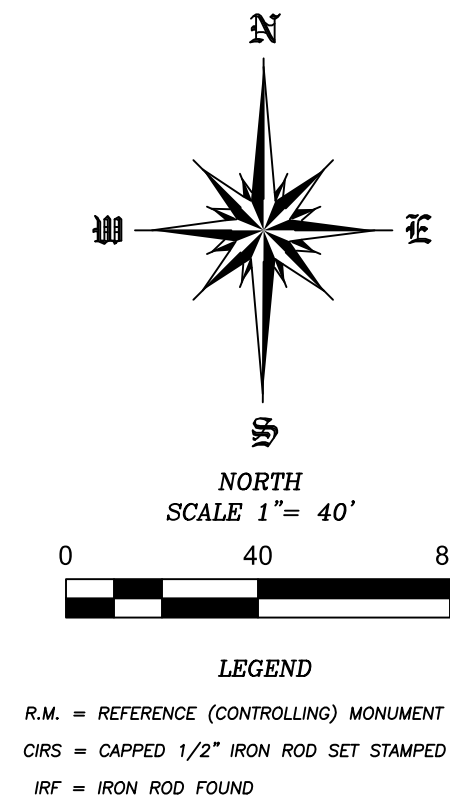
My Commission Expires: _____

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

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

Notary Public in and for Collin County

My Commission Expires: _____



LOCATION MAP
NTS

STATE OF TEXAS §
COUNTY OF COLLIN §

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

David J. Surdukan
Registered Professional Land Surveyor
Registration No. 4613

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

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

Notary Public in and for Collin County

My Commission Expires: December 11, 2024

APPROVED
OCTOBER 11, 2022
CITY COUNCIL
CITY OF ANNA

APPROVED
OCTOBER 3, 2022
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

OWNERS
ROBERT & MELNA RAINEY
9727 E FORK CIRCLE
ANNA, TEXAS 75409
(972) 658-1656

SURVEYOR
SURDUKAN SURVEYING, INC.
P.O. BOX 126
ANNA, TEXAS 75409
(972) 924-0200
FIRM NO. 10069500

SCALE 1" = 40'

DATE: SEPTEMBER 6, 2022

JOB No. 2022-191





Item No. 6.o.

City Council Agenda
Planning Staff Report

Meeting Date: 10/11/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution regarding Ferguson-White Addition, Block A, Lot 1, Revised Site Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

Bank on one lot on 2.2± acres located at the southwest corner of W. White Street and Ferguson Parkway. Zoned: Planned Development-Restricted Commercial and Restricted Commercial (PD-C-1/C-1) (Ord. No. 821-2019 & Ord. No. 950-2021).

The purpose of the Revised Site Plan was to request an alternate equivalent screening method to the Planning & Zoning Commission between the bank site and existing Oak Hollow Estates, Phase 1 Subdivision.

Zoning Ordinance Requirement

Screening fence – Sec. 9.04.021 (C-1 Restricted Commercial District) states:

When a non-residentially zoned lot or tract abuts upon a zoning district boundary line dividing that lot or tract from a residentially zoned lot or tract, a minimum side yard of 10 feet shall be provided on the nonresidential property. A masonry wall having a minimum height of six feet above the average grade of the residential property shall be constructed on nonresidential property adjacent to the common side or rear property line.

Sec. 9.04.039 (Screening device requirements) provides nonresidential development four (4) options for building materials:

- Brick masonry, stone masonry, or other architectural masonry finish. (No thin-wall masonry allowed; "thin wall" is defined as any wall 6" or less in width);
- Tubular steel (primed and painted) or wrought iron fence with masonry columns spaced a maximum of 20' on center with structural supports spaced every 10', and with sufficient evergreen landscaping to create a screening effect;
- Living plant screen (only upon approval by the planning and zoning commission through the site plan process); or
- Alternate equivalent screening (only upon approval by the planning and zoning commission through the site plan process).

Sec. 9.06.006 (Minimum landscaping requirements) requires:

Whenever a nonresidential use... is adjacent to a property used or zoned for single-family or duplex residential use, the more intensive land use shall provide a landscaped area of at least 10 feet in width along the common property line planted with one large tree (minimum three inches in caliper and seven feet in height at time of planting) for each 40 linear feet or portion thereof of adjacent exposure.

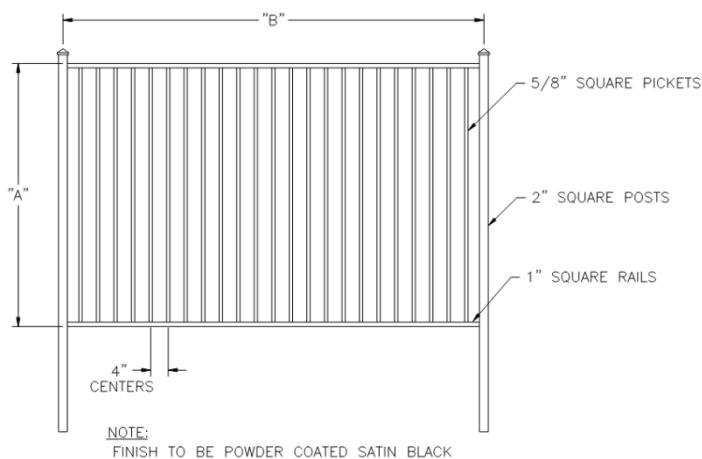
Existing Conditions

Along the property line there are existing wooden fences of varying height and color owned by the respective property owners of Oak Hollow Estates, Phase 1. The fence line can be seen in the image below taken from Google Street view in March 2020.



Request

The applicant and their project representative are proposing to use 6'-0" tall black iron fence panels with cedar trees (6 – 8 feet in height) spaced 6 feet apart from the center of the tree.



FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATIONS:

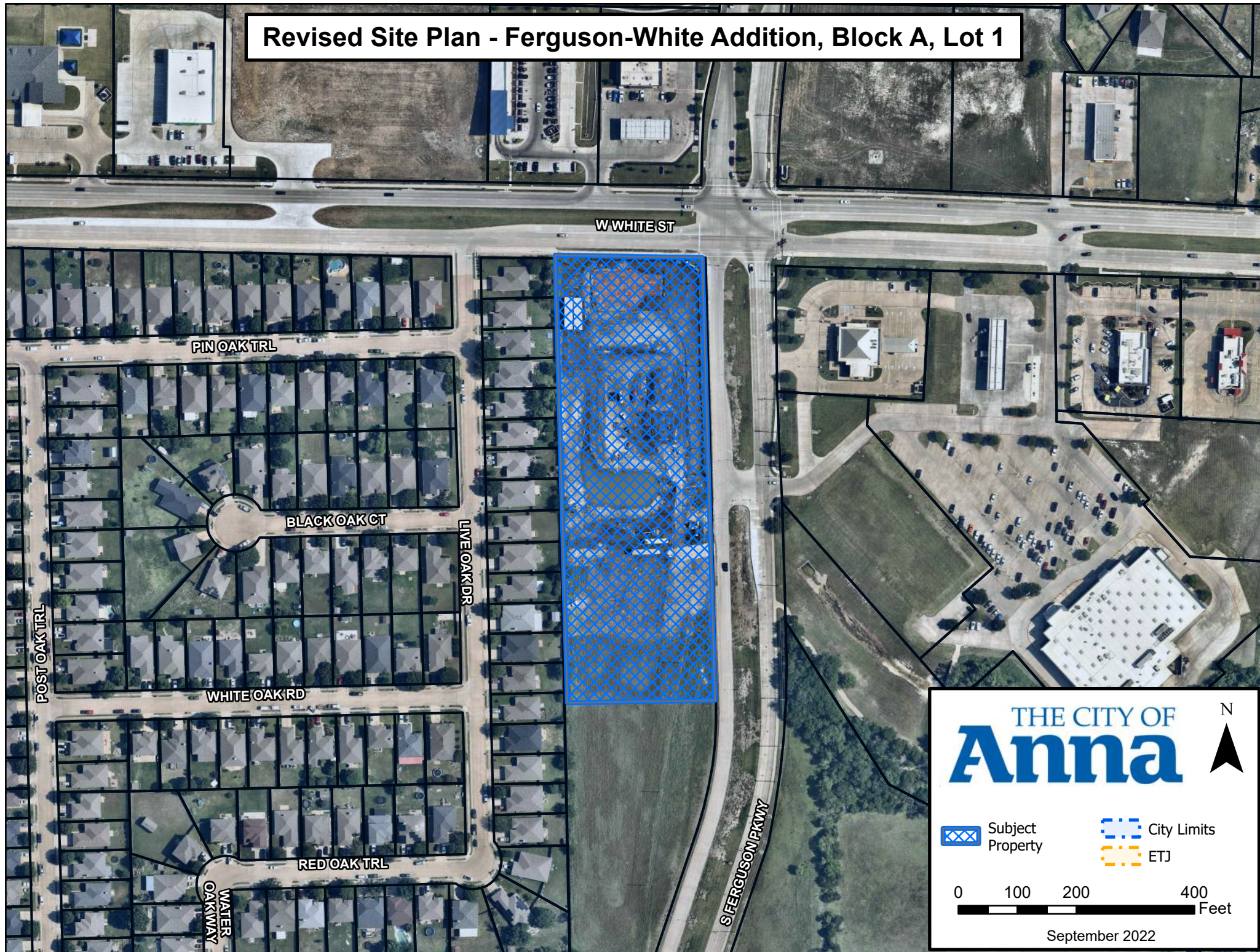
By a vote of 6-1 the Planning & Zoning Commission determines the applicant's request as an appropriate alternate equivalent screening.

The Revised Site Plan is recommended for approval with the material option of 6'-0" tall black iron fence panels with cedar trees (6 – 8 feet in height) spaced 6 feet apart from the center of the tree.

ATTACHMENTS:

1. Ferguson-White Addition Locator Map
2. RESOLUTION - (RSP) Ferguson-White Addn, BL A, Lt 1
3. Exhibit A (STAMPED) (RSP) - Ferguson-White Addn - Site Plan
4. Applicant Letter & Detail

Revised Site Plan - Ferguson-White Addition, Block A, Lot 1



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A REVISED SITE PLAN OF FERGUSON-WHITE ADDITION, BLOCK A, LOT 1.

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

WHEREAS, Lamar National Bank, has submitted an application for approval for the revised site plan of Ferguson-White Addition, Block A, Lot 1.

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

Section 1. Recitals Incorporated.

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

Section 2. Grant of an alternate equivalent screening per approval by the Planning and Zoning Commission.

The alternate screening material allowed dividing the non-residentially zoned lot from the residential development (Oak Hollow Estates) shall consist of the following:

6'-0" tall black iron fence panels with cedar trees (6 – 8 feet in height) spaced 6 feet apart from the center of the tree.

Section 3. Approval of Revised Site Plan.

The City Council hereby approves the revised site plan of Ferguson-White Addition, Block A, Lot 1 attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 11th day of October 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



September 22, 2022

City of Anna
Attn: Lauren Mecke
120 W. 7th St.
Anna, TX 75409

RE: Lamar National Bank

Please take this letter as an application, to the Planning and Zoning committee, to propose a variance to Lamar National Banks site fencing.

Included in the letter is the following:

The original site plan with the fence location.

Our proposed screen wall detail.

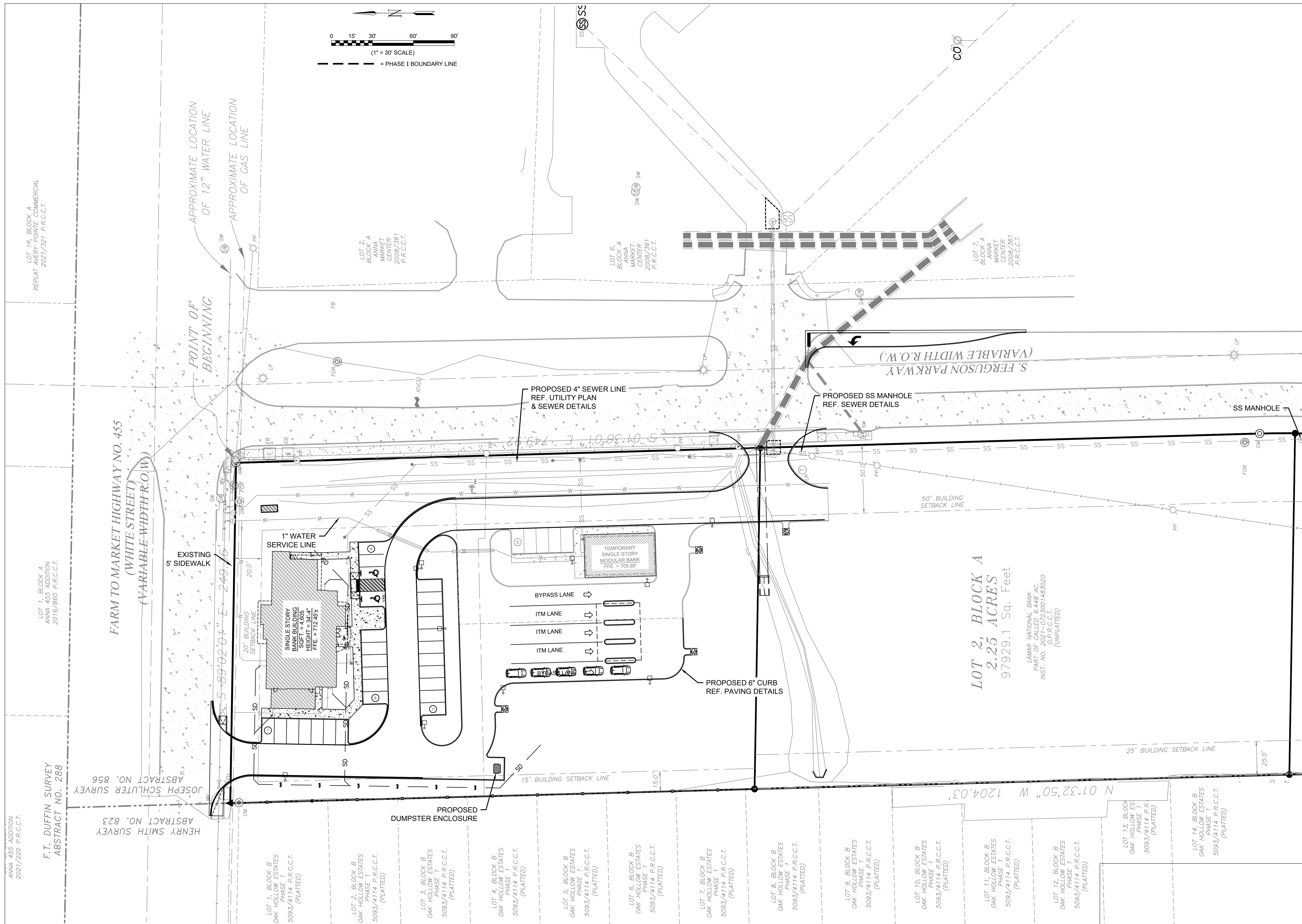
A check for the reviewal process will be delivered to your office by Monday, September 26th.

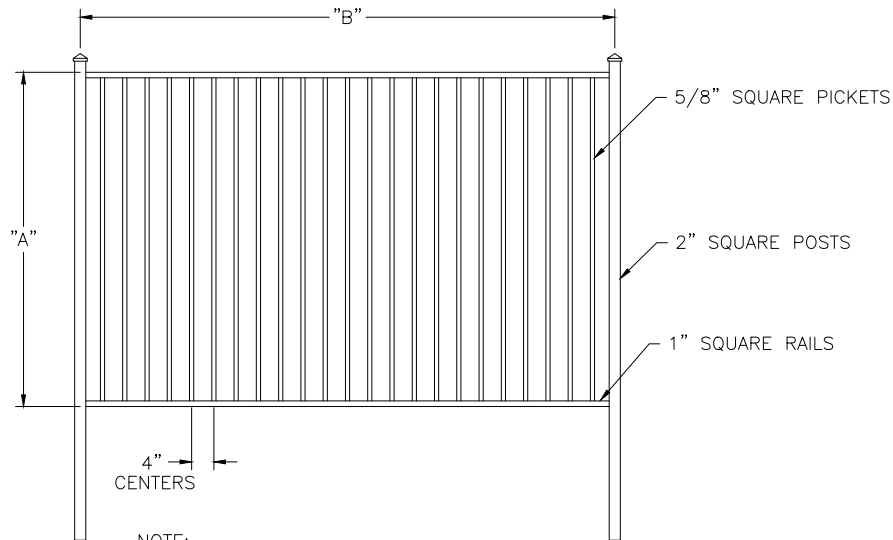
Please contact me if you may need any additional information. (AFarrell@mappbuilt.com or 225.485.3403)

Sincerely,

Allison Farrell
MAPP, LLC
Assistant Project Manager

CC: 81168
Mike Donovan





NOTE:
FINISH TO BE POWDER COATED SATIN BLACK

Will add 6-8 ft red Cedar trees spaced
at 6 ft on center in front of the fencing.

"A"	"B"
3'-6"	8'-0"
4'-0"	8'-0"
5'-0"	8'-0"
6'-0"	8'-0"



PANEL DETAIL - 5/8"

FLAT TOP ORNAMENTAL

DWN. BY:

CKO

10073FNC



Item No. 6.p.

City Council Agenda Staff Report

Meeting Date: 10/11/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Approve a Resolution amending the construction phasing associated with the Coyote Meadows Phase 1A & Phase 1B residential subdivision. (Director of Development Services Ross Altobelli)

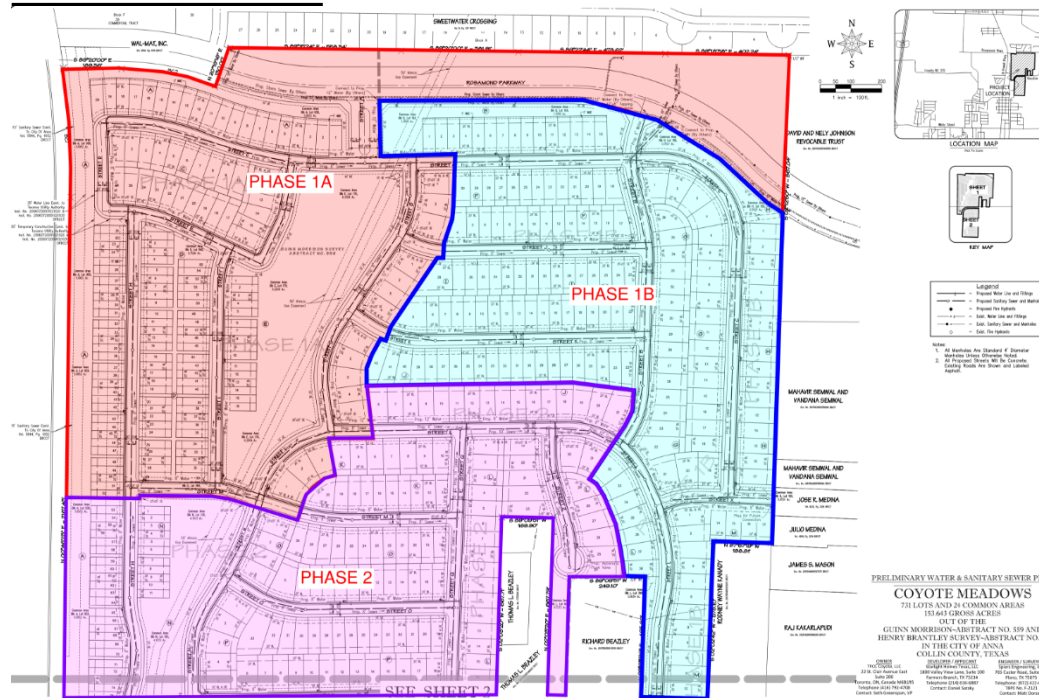
SUMMARY:

The Final Plats for Phase 1 of the Coyote Meadows residential subdivision were approved on:

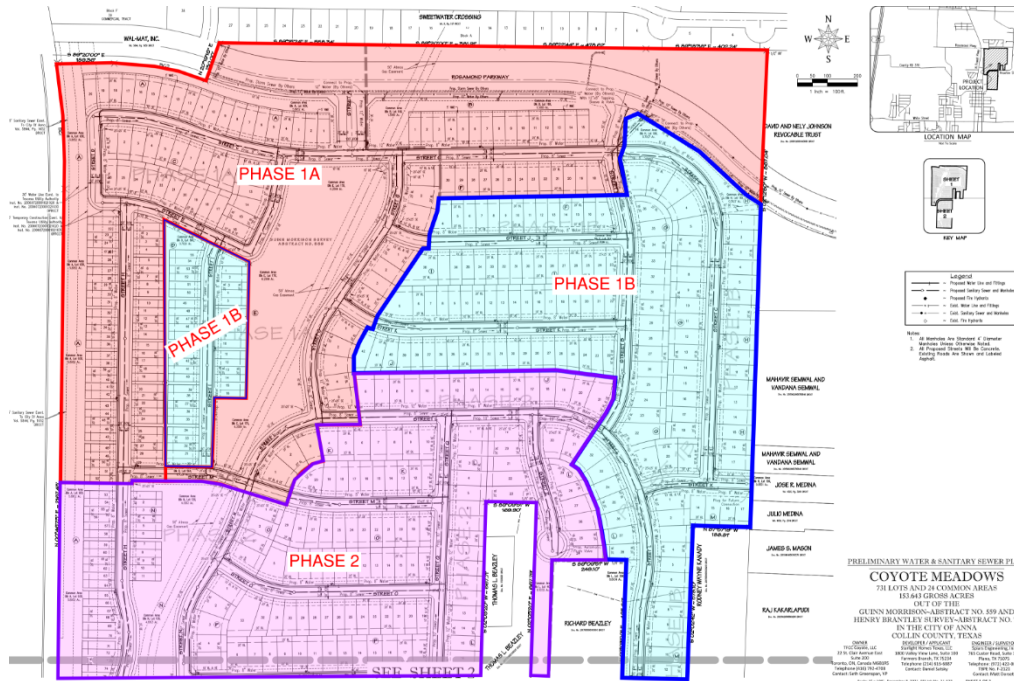
- April 12, 2022 - Phase 1A
- May 10, 2022 - Phase 1B

The applicant is requesting to revise Phase 1A in order to pick up some construction phasing efficiency, while reducing the 1A townhome footprint and increasing the 1A 40' lot output. The proposed changes are minor and do not modify the proposed layout or lot count associated with the overall development.

ORIGINAL PHASING



PROPOSED/AMENDED PHASING



FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The proposed amendment is minor in nature and city staff have no issues with the requested modification.

ATTACHMENTS:

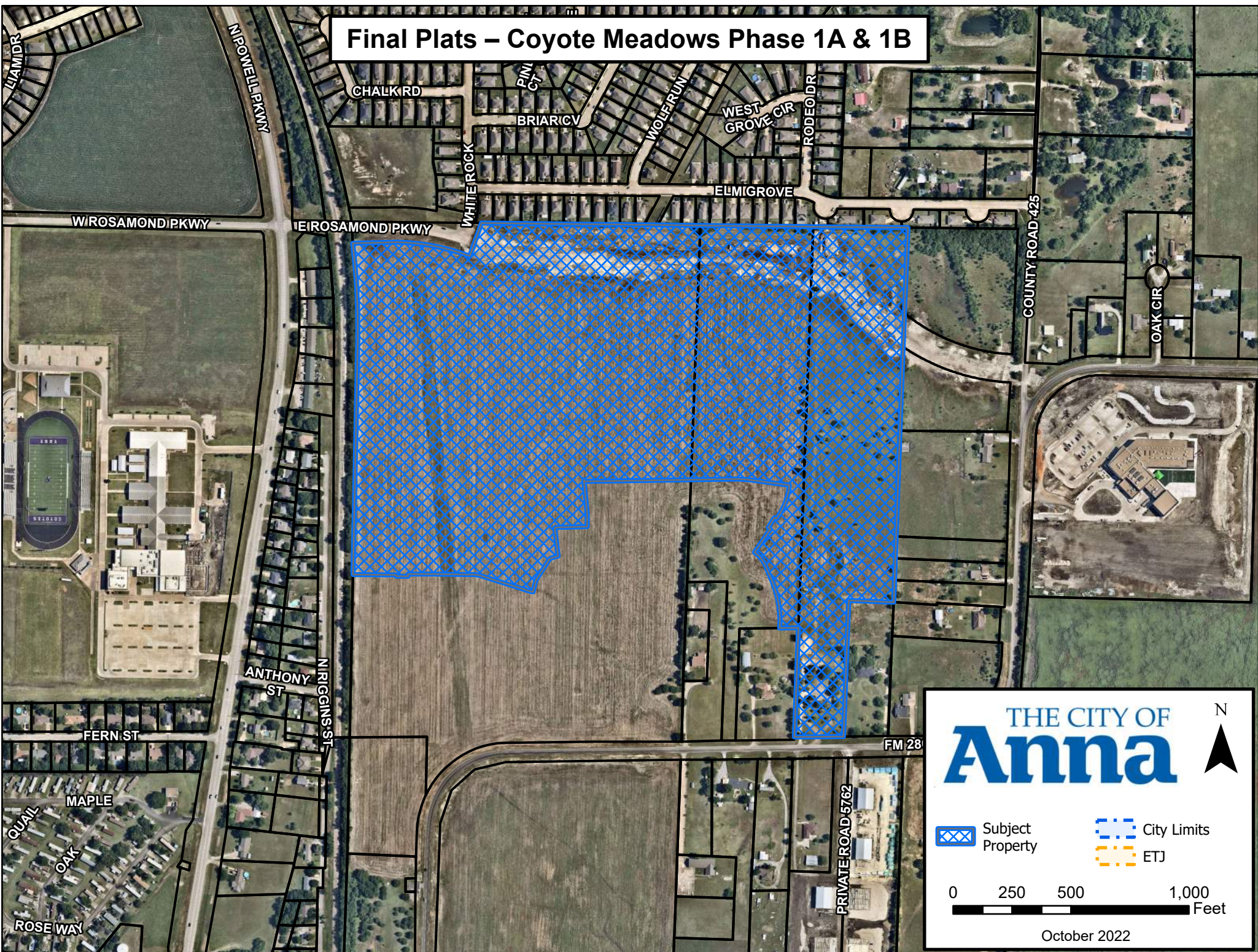
1. Locator Map
2. RESOLUTION - (FP) Coyote Meadows, Phases 1A & 1B
3. Approved (Stamped) - Coyote Meadows 1A - Final Plat
4. Approved (Stamped) - Coyote Meadows 1B - Final Plat

APPROVALS:

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

Created/Initiated - 10/3/2022
Final Approval - 10/6/2022

Final Plats – Coyote Meadows Phase 1A & 1B



THE CITY OF
Anna



-  Subject Property
-  City Limits
-  ETJ



October 2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING CITY OF COYOTE MEADOWS, PHASE 1A & PHASE 1B, 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, TFCC Coyote, LLC has submitted an application to amend the approved phasing for the Coyote Meadows, Phase 1A & Phase 1B, Final Plats; and

WHEREAS, The Coyote Meadows, Phase 1A & Phase 1B, Final Plats conform 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 amended phasing for Coyote Meadows, Phase 1A & Phase 1B, Final Plats attached hereto as Exhibit A subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

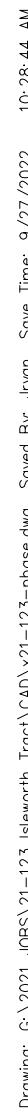
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 11th day of October, 2022.

ATTEST:

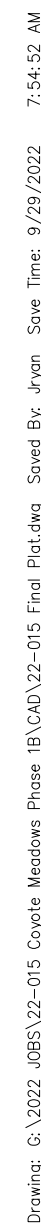
APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Centerline Curve Table						
Curve #	Length	Radius	Tangent	Chord	Chord Bearing	Delta
C1	339.97'	942.30'	171.85'	338.13'	S79°39'59"E	20°40'17"
C2	662.02'	830.00'	349.75'	644.61'	S67°09'08"E	45°41'59"
C3	147.65'	830.00'	74.02'	147.45'	S49°23'54"E	10°11'32"
C4	335.23'	760.00'	170.39'	332.52'	S81°05'43"E	25°16'21"
C5	463.03'	1200.00'	234.43'	460.16'	S79°45'12"E	22°06'29"
C6	233.71'	3019.93'	116.91'	233.65'	S01°30'54"W	4°26'03"
C7	202.27'	470.00'	102.73'	200.71'	S76°58'09"E	24°39'28"
C8	48.32'	200.00'	24.28'	48.20'	N18°26'18"E	13°50'35"
C9	129.11'	300.00'	65.57'	128.11'	N13°01'51"E	24°39'28"
C10	58.38'	200.00'	29.40'	58.18'	S80°51'50"E	16°43'33"
C11	33.11'	600.00'	16.56'	33.10'	S74°04'54"E	3°09'41"
C12	16.32'	1000.00'	8.16'	16.32'	N14°38'01"E	0°56'06"
C13	360.10'	275.00'	211.12'	334.92'	N51°40'46"E	75°01'35"
C14	217.96'	300.00'	114.04'	213.20'	N12°54'12"E	41°37'37"
C15	180.77'	300.00'	93.22'	178.05'	N16°27'17"E	34°31'27"
C16	138.64'	300.00'	70.58'	137.41'	S72°31'39"E	26°28'41"
C17	62.71'	300.00'	31.47'	62.60'	S62°16'19"E	11°58'39"
C18	167.98'	300.00'	86.26'	165.80'	S01°49'35"W	32°04'57"



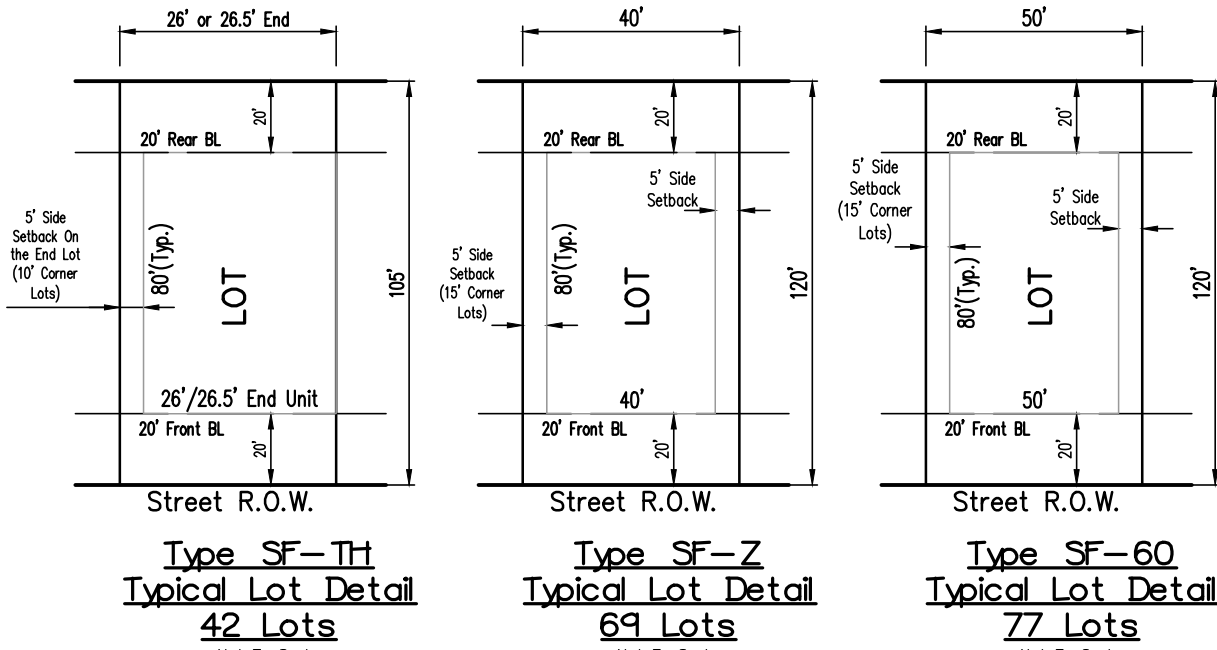
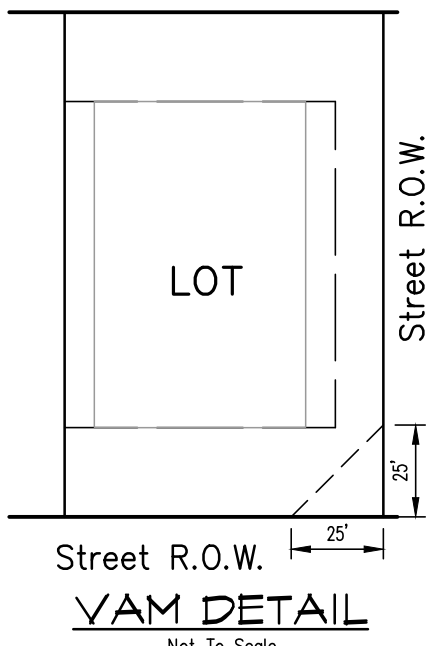
Curve #	Length	Radius	Tangent	Chord	Chord Bearing	Delta
C2	169.38'	600.00'	85.26'	168.82'	N06°07'39"W	16°10'30"
C3	190.87'	300.00'	98.79'	187.67'	N20°11'13"E	36°27'14"
C4	26.39'	300.00'	13.21'	26.39'	S88°17'13"E	5°02'28"
C5	118.05'	300.00'	59.80'	117.29'	S79°32'03"E	22°32'48"
C6	169.75'	275.00'	87.68'	167.07'	S40°33'56"E	35°22'04"
C7	372.33'	600.00'	192.38'	366.39'	S05°06'15"E	35°33'19"
C8	111.19'	600.00'	55.76'	111.03'	S07°21'52"W	10°37'05"
C9	15.02'	300.00'	7.51'	15.02'	S00°37'15"W	2°25'10"
C10	115.57'	300.00'	58.51'	114.86'	N81°00'31"E	22°04'22"
C11	404.77'	250.00'	262.38'	361.99'	S44°25'25"E	92°46'03"

Line #	Length	Direction	
L1	16.68	N38°	24' 49.97"E
L2	46.73	S0°	48' 50.17"E

Boundary Line Table		
Line #	Length	Direction
BL1	79.67'	S 89°09'51" W
BL2	62.75'	N 22°52'54" W
BL3	120.00'	N 34°11'45" E
BL4	50.00'	N 31°45'02" E
BL5	166.17'	N 28°22'52" W
BL6	7.19'	N 07°54'37" W
BL7	49.35'	N 31°00'48" E
BL8	50.00'	N 21°44'21" E
BL9	50.00'	N 04°12'31" E
BL10	50.00'	N 75°47'06" E
BL11	69.47'	N 14°12'54" W
BL12	31.43'	N 89°11'33" E
BL13	50.00'	N 00°48'27" W
BL14	13.46'	N 89°11'33" W
BL15	39.57'	N 17°52'04" E
BL16	17.18'	N 64°21'22" E



LEGEND	
	(Not all items may be applicable)
○	1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPARSING" SET, UNLESS OTHERWISE NOTED
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
PP	IRON PIPE FOUND
AMF	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT
Esm	EASEMENT
UL	UTILITY
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSE	SANITARY SEWER EASEMENT
VAM	25'x25' VISIBILITY, SIDEWALK, ACCESS & MAINTENANCE EASEMENT
STE	STREET EASEMENT
FAUE	FIRELANE, ACCESS, & UTILITY EASEMENT
WW	WASTE WATER EASEMENT - DEDICATED TO THE H.O.A.
WME	WALL MAINTENANCE EASEMENT
HBE	HIKE & BIKE TRAIL EASEMENT
VAM	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
(BTP)	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
Min. F.F.	MINIMUM FINISH FLOOR ELEVATION
BL	BUILDING LINE
◆	STREET NAME CHANGE
⬢	CENTERLINE
⬢	BLOCK DESIGNATION
▤	STREET FRONTAGE
Cab.	CABINET
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
FWA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
NIS	NOT TO SCALE
Ord. No.	ORDINANCE NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
(DRCD)	DEED RECORDS, COLLIN COUNTY, TEXAS
(PRCCT)	PLAT RECORDS, COLLIN COUNTY, TEXAS
(OPRCD)	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS



APPROVED
OCTOBER 11, 2022
CITY COUNCIL
CITY OF ANNA

FINAL PLAT

COYOTE MEADOWS PHASE 1B

188 SINGLE-FAMILY LOTS AND
7 COMMON AREA LOTS
31.027 GROSS ACRES

OUT OF THE
GUINN MORRISON-ABSTRACT NO. 559
IN THE CITY OF ANNA
COLLIN COUNTY, TEXAS

OWNER
TFCC Coyote, LLC
22 St. Clair Avenue East
Suite 200
Toronto, ON, Canada M6B1R5
Telephone (416) 792-4708
Contact: Seth Greenspan, VP

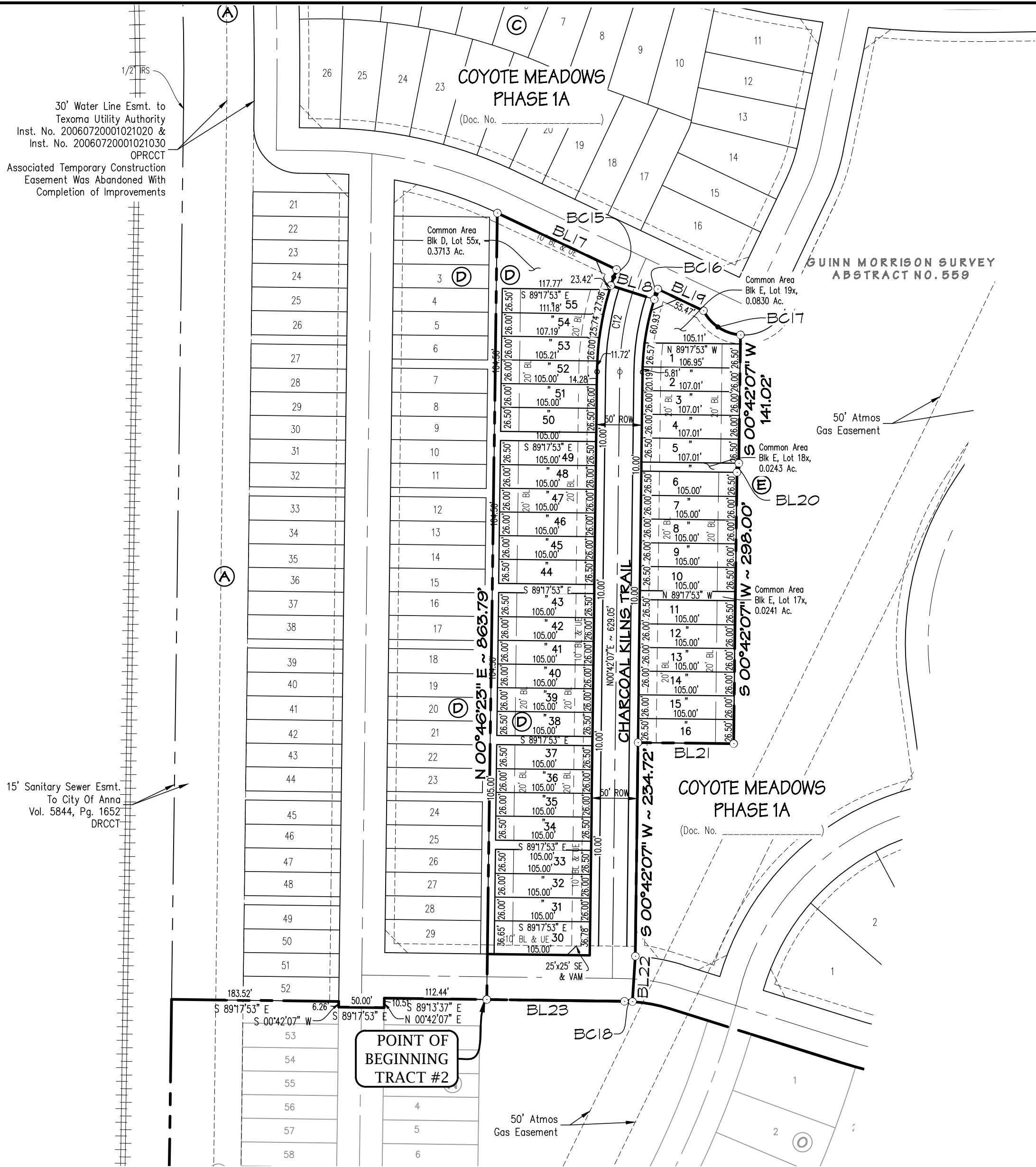
DEVELOPER / APPLICANT
Starlight Homes Texas, LLC
00 Valley View Lane, Suite 100
Farmers Branch, TX 75234
Telephone (214) 616-6887
Contact: Daniel Satsky

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
65 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: Matt Dorsett
SHEET 1 OF 3

EXHIBIT A
SHEET 1 OF 3

Scale: 1" = 100' September 26, 2022 SEI Job No. 22-015

Drawing: 6/2022 J083-32-015 Coyote Meadows Phase 1B (VAD) 32-015 Final Plat Map. Saved By: jayen. Save Time: 9/29/2022. 7:54:52 AM. Printed By: marion Plot Date: 9/29/2022 1:49 PM



STATE OF TEXAS §
COUNTY OF COLLIN §

OWNER'S CERTIFICATE

TRACT #2

BEING a tract of land situated in the Guinn Morrison Survey, Abstract No. 559, City of Anna, Collin County, Texas, being all of a tract conveyed to TFCC Coyote, LLC, by deeds recorded in Document No.'s 20211202002452310 and 20211202002453240 of the Deed Records of Collin County, Texas, and being all of a tract conveyed to Starlight Homes Texas, LLC, by deed recorded in Document No. 20211112002318600 of the Deed Records of Collin County, Texas, collectively being more particularly described as follows:

COMMENCING at the most southeastern corner of said TFCC Coyote, LLC tract (20211202002452310) and the northeast corner of a tract of land conveyed to Ralph E. Graham, III and David J. Graham, by deed recorded in Document No. 20070413000503260, Deed Records of Collin County, Texas;

THENCE, N 88°05'51" W, 288.90 feet to the northwest corner of said Graham tract and lying in the east right-of-way line of T and O Railroad;

THENCE, N 00°46'23" E, 1189.20 feet along said T and O Railroad;

THENCE, S 89°17'53" E, 183.52 feet;

THENCE, S 00°42'07" W, 6.26 feet;

THENCE, S 89°17'53" E, 50.00 feet;

THENCE, N 00°42'07" E, 10.51 feet;

THENCE, S 89°13'37" E, 112.44 feet to the POINT OF BEGINNING;

THENCE, N 00°46'23" E, 863.79 feet;

THENCE, S 64°38'25" E, 144.77 feet to the beginning of a tangent curve to the right;

THENCE, around said non-tangent curve to the right having a central angle of 03°18'06", a radius of 325.00 feet, a chord of S 19°17'50" W - 18.72 feet, an arc length of 9.37 feet;

THENCE, S 72°21'12" E, 50.00 feet to the beginning of a tangent curve to the left;

THENCE, around a tangent curve to the right having a central angle of 02°29'50", a radius of 275.00 feet, a chord of N 18°53'43" E - 11.99 feet, an arc length of 11.99 feet;

THENCE, S 64°38'25" E, 55.47 feet to the beginning of a tangent curve to the right;

THENCE, around said non-tangent curve to the left having a central angle of 58°03'22", a radius of 50.00 feet, a chord of S 56°47'54" W - 48.52 feet, an arc length of 50.66 feet;

THENCE, S 00°42'07" W, 141.02 feet;

THENCE, S 12°05'15" W, 10.20 feet;

THENCE, S 00°42'07" W, 298.00 feet;

THENCE, N 89°17'53" W, 105.00 feet;

THENCE, S 00°42'07" W, 234.72 feet;

THENCE, S 03°39'59" W, 50.00 feet to the beginning of a tangent curve to the right;

THENCE, around said non-tangent curve to the left having a central angle of 02°53'36", a radius of 175.00 feet, a chord of N 87°46'49" W - 8.84 feet, an arc length of 8.84 feet;

THENCE, N 89°13'37" W, 151.14 feet to the POINT OF BEGINNING with the subject tract containing 183,649 square feet or 4.216 acres of land.

Boundary Line Table			
Line #	Length	Direction	
BL17	144.77'	S 64°38'25" E	
BL18	50.00'	S 72°21'12" E	
BL19	55.47'	S 64°38'25" E	
BL20	10.20'	S 12°05'15" W	
BL21	105.00'	N 89°17'53" W	
BL22	50.00'	S 03°39'59" W	
BL23	151.14'	N 89°13'37" W	

Boundary Curve Table							
Curve #	Radius	Delta	Tangent	Length	Chord Bearing	Chord	
BC15	325.00'	3°18'06"	9.37'	18.73'	S19°17'50"W	18.72'	
BC16	275.00'	2°29'50"	5.99'	11.99'	N18°53'43"E	11.99'	
BC17	50.00'	58°03'22"	27.75'	50.66'	S56°47'54"E	48.52'	
BC18	175.00'	2°53'36"	4.42'	8.84'	N87°46'49"W	8.84'	

Centerline Curve Table						
Curve #	Length	Radius	Tangent	Chord	Chord Bearing	Delta
C12	88.72'	300.00'	44.69'	88.40'	N09°10'27"E	16°56'41"

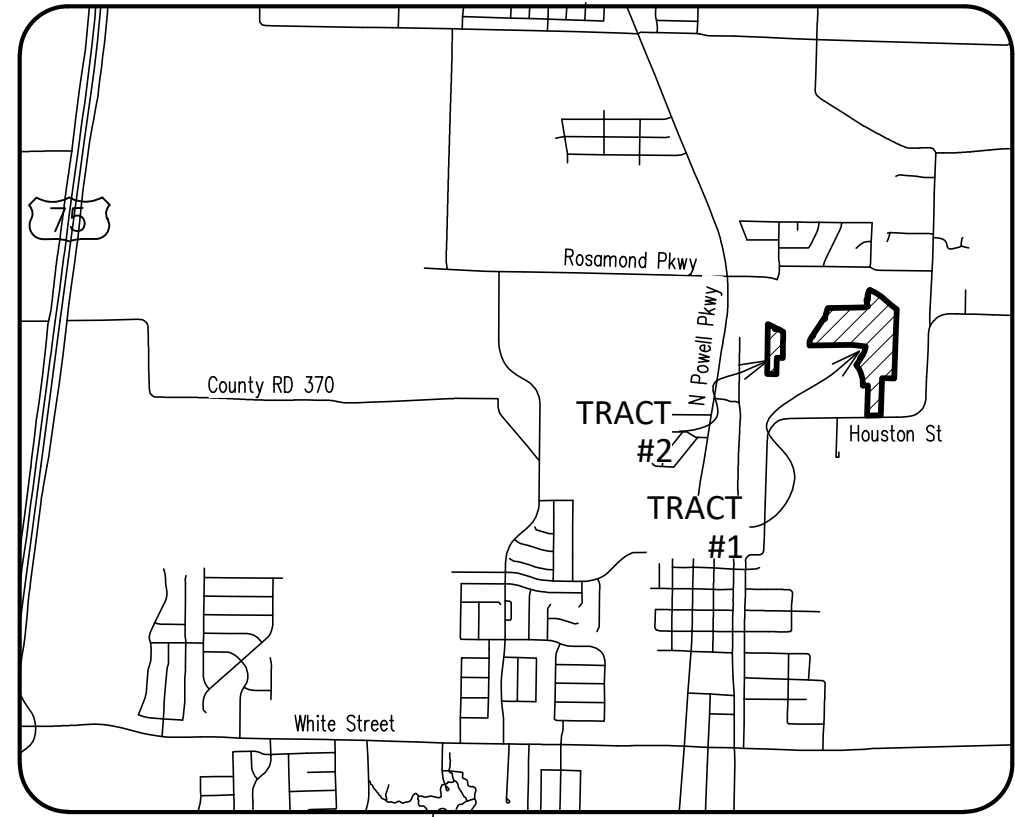
Lot Area Table			
Lot #	Block #	Square Feet	
30	D	3,855	
31	D	2,730	
32	D	2,730	
33	D	2,783	
34	D	2,783	
35	D	2,730	
36	D	2,730	
37	D	2,783	
38	D	2,783	
39	D	2,730	
40	D	2,730	
41	D	2,730	
42	D	2,730	
43	D	2,783	
44	D	2,782	
45	D	2,730	
46	D	2,730	
47	D	2,730	
48	D	2,730	
49	D	2,783	

Lot Area Table			
Lot #	Block #	Square Feet	
50	D	2,783	
51	D	2,730	
52	D	2,731	
53	D	2,752	
54	D	2,803	
55	D	3,067	

Lot Area Table			
Lot #	Block #	Square Feet	
1	E	2,816	
2	E	2,782	
3	E	2,782	
4	E	2,782	
5	E	2,836	
6	E	2,783	
7	E	2,730	
8	E	2,730	

Open Space Area Table			
Lot #	Block #	Acres	
55x	D	0.371	
19x	E	0.083	
18x	E	0.024	
17x	E	0.024	

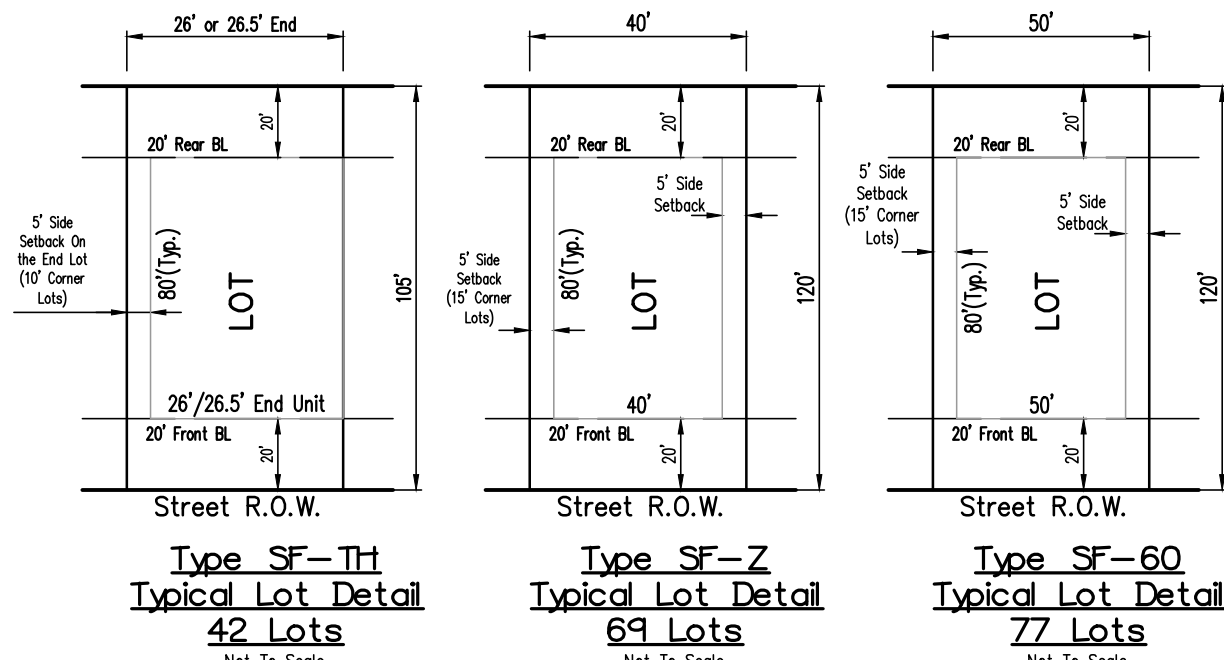
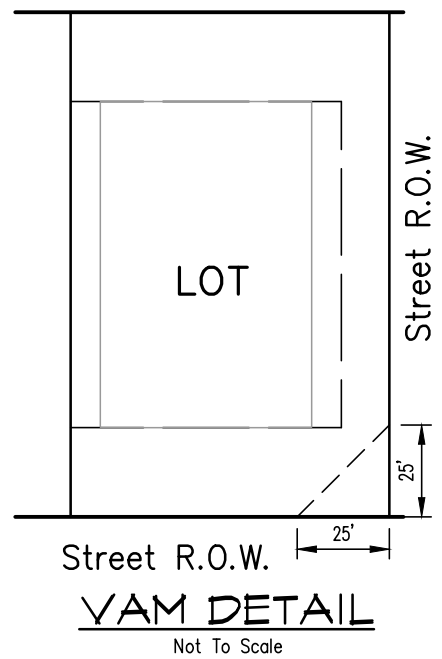
Lot Area Table			
Lot #	Block #	Square Feet	
9	E	2,730	
10	E	2,783	
11	E	2,782	
12	E	2,730	
13	E	2,730	
14	E	2,730	
15	E	2,730	
16	E	2,783	



LOCATION MAP

Not To Scale

LEGEND	
(Not all items may be applicable)	
○	1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPARSING" SET, UNLESS OTHERWISE NOTED
RRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
IRP	IRON PIPE FOUND
AMP	ALUMINUM MONUMENT FOUND
CM	CONTROL MONUMENT
Esmt.	EASEMENT
UTIL.	UTILITY
DE	DRAINAGE EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
UE	UTILITY EASEMENT
WE	WATER EASEMENT
SSE	SANITARY SEWER EASEMENT
VAM	25'x25' VISIBILITY, SIDEWALK, ACCESS & MAINTENANCE EASEMENT
STE	STREET EASEMENT
FALE	FIRELANE ACCESS, & UTILITY EASEMENT
WH	WASTE WATER EASEMENT - DEDICATED TO THE H.O.A.
WME	WALL MAINTENANCE EASEMENT
HBE	HIKE & BIKE TRAIL EASEMENT
VAM	VISIBILITY, ACCESS & MAINTENANCE EASEMENT
(BTP)	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
Min. FF	MINIMUM FINISH FLOOR ELEVATION
BL	BUILDING LINE
◆	STREET NAME CHANGE
CL	CENTERLINE
Ⓐ	BLOCK DESIGNATION
▶	STREET FRONTAGE
Cab.	CABINET
Vol.	VOLUME
Pg.	PAGE
No.	NUMBER
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
NIS	NOT TO SCALE
Ord. No.	ORDINANCE NUMBER
Inst./Doc.	INSTRUMENT OR DOCUMENT
(DRCC)	DEED RECORDS, COLLIN COUNTY, TEXAS
(PRCC)	PLAT RECORDS, COLLIN COUNTY, TEXAS
(OPRCC)	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS



APPROVED
OCTOBER 11, 2022
CITY COUNCIL
CITY OF ANNA

FINAL PLAT

COYOTE MEADOWS PHASE 1B

188 SINGLE-FAMILY LOTS AND

7 COMMON AREA LOTS

31.027 GROSS ACRES

OUT OF THE

GUINN MORRISON-ABSTRACT NO. 559

IN THE CITY OF ANNA

COLLIN COUNTY, TEXAS

EXHIBIT A
SHEET 2 OF 3

OWNER
TFCC Coyote, LLC
22 St. Clair Avenue East
Suite 200
Toronto, ON, Canada M6B1R5
Telephone (416) 792-4708
Contact: Seth Greenspan, VP

DEVELOPER / APPLICANT
Starlight Homes Texas, LLC
1800 Valley View Lane, Suite 100
Farmers Branch, TX 75234
Telephone (214) 616-6887
TBP# No. F-2121
Contact: Matt Dorsett

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
Contact: Matt Dorsett

Scale: 1" = 100' September 26, 2022 SEI Job No. 22-015

SHEET 2 OF 3

Drawing: 6/2022 JB03-32-015 Coyote Meadows Phase 1B/CAD-32-015 Final Plat/Plat Signed By: Jeyan Sow Time: 9/29/2022 7:54:32 AM Plotted By: Matthew Prol Date: 9/30/2022 1:49 PM

Lot Area Table		
Lot #	Block #	Square Feet
4	F	6,660
5	F	4,800
6	F	4,800
7	F	4,800
8	F	4,800
9	F	4,800
10	F	4,800
11	F	4,800
12	F	4,800
13	F	4,800
14	F	4,800
15	F	4,800
16	F	4,800
17	F	8,261

Lot Area Table		
Lot #	Block #	Square Feet
1	H	6,154
2	H	6,054
3	H	6,042
4	H	6,031
5	H	6,020
6	H	6,009
7	H	6,001
8	H	6,000
9	H	6,000
10	H	6,000
11	H	6,000
12	H	6,000
13	H	6,000
14	H	6,000
15	H	6,000
16	H	6,000
17	H	8,400

Lot Area Table		
Lot #	Block #	Square Feet
5	I	10,253
6	I	4,800
7	I	4,800
8	I	4,800
9	I	4,800
10	I	4,800
11	I	4,800
12	I	4,800
13	I	4,800
14	I	4,800
15	I	4,800
16	I	4,800
17	I	4,800
18	I	4,800
19	I	4,800
20	I	4,800
21	I	4,800
22	I	5,633
23	I	5,626
24	I	4,800

Lot Area Table		
Lot #	Block #	Square Feet
25	J	4,800
26	J	8,586
27	J	8,569
28	J	8,800
29	J	4,890
30	J	4,806
31	J	4,800
32	J	4,800
33	J	4,800
34	J	4,800
35	J	4,800
36	J	4,800
37	J	4,800
38	J	4,800
39	J	5,309
40	J	5,661
41	J	6,276
42	J	6,396

Lot Area Table		
Lot #	Block #	Square Feet
1	G	9,861
2	G	8,150
3	G	8,149
4	G	8,149
5	G	7,201
6	G	6,226
7	G	6,226
8	G	6,226
9	G	6,226
10	G	6,226
11	G	6,226
12	G	6,226
13	G	6,226
14	G	6,226
15	G	6,226
16	G	6,226
17	G	6,226
18	G	6,304

Lot Area Table		
Lot #	Block #	Square Feet
19	G	9,058
20	G	8,017
21	G	10,101
22	G	10,819
23	G	7,587
24	G	6,686
25	G	6,248
26	G	6,173
27	G	6,173
28	G	6,173
29	G	6,173
30	G	6,173
31	G	6,173
32	G	6,173
33	G	6,326
34	G	6,723
35	G	6,737
36	G	9,168

Lot Area Table		
Lot #	Block #	Square Feet
1	M	9,557
2	M	6,402
3	M	6,838
4	M	6,133
5	M	6,099
6	M	6,266
7	M	6,626
8	M	6,969
9	M	7,102
10	M	7,110
11	M	7,110
12	M	7,111
13	M	8,294
14	M	6,000
15	M	6,000
16	M	6,000
17	M	6,012

Lot Area Table		
Lot #	Block #	Square Feet
32	L	7,924
33	L	7,346
34	L	6,331
35	L	6,783
36	L	6,783
37	L	6,783
38	L	6,450

STATE OF TEXAS §
COUNTY OF COLLIN §

OWNER'S CERTIFICATE

TRACT #1

Being a tract of land situated in the Gwyn Morrison Survey, Abstract No. 559, Collin County, Texas, being all of a tract conveyed to TFCC Coyote, LLC, by deeds recorded in Document No.'s 20211202002452310 and 20211202002453240 of the Deed Records of Collin County, Texas, and being all of a tract conveyed to Starlight Homes Texas, LLC, by deed recorded in Document No. 2021112002318600 of the Deed Records of Collin County, Texas, collectively being more particularly described as follows:

COMMENCING at the 1/2 inch iron rod found at the northeast corner of said TFCC Coyote, LLC No. 20211202002453240 tract and the common northwest corner of a tract of land conveyed to David and Nely Johnson Revocable Trust, by deed recorded in Document No. 20181126001443680, Deed Records of Collin County, Texas;

THENCE, S 02°12'50" W, 514.65 feet to the northwest corner of said Johnson tract of land to the POINT OF BEGINNING;

BEGINNING S 02°12'50"W, 352.39 feet to the southwest corner of said Johnson tract and the northwest corner of a tract of land conveyed to Mahavir Semwal and Vandana Semwal, by deed recorded in Document No. 20150629000780840, Deed Records of Collin County, Texas;

THENCE S 01°57'36" W, 723.11 feet to the northeast corner of a tract of land conveyed to Rodney Wayne Kanady, by deed recorded in Document No. 20170804001039210, Deed Records of Collin County, Texas;

THENCE N 87°57'22" W, 188.81 feet to the northwest corner of said Kanady tract;

THENCE S 02°02'42" W, 578.10 feet to the southwest corner of said Kanady tract;

THENCE S 89°10'11" W, 212.50 feet to the southease corner of a tract of land conveyed to Richard Beazley, by deed recorded in Document No. 20170818001110510, Deed Records of Collin County, Texas;

THENCE N 02°03'20" E, 465.60 feet to the northeast corner of said Beazley tract;

THENCE S 89°09'51" W, 79.67 feet to the beginning of a tangent curve to the left;

THENCE around said non-tangent curve to the left having a central angle of 26°14'04", a radius of 455.00 feet, a chord of N 09°45'52" W – 206.52 feet, an arc length of 208.33 feet;

THENCE, N 22°52'54" W, 62.75 feet to the beginning of a tangent curve to the left;

THENCE around a tangent curve to the left having a central angle of 32°55'20", a radius of 130.00 feet, a chord of N 39°20'34" W – 73.68 feet, an arc length of 74.70 feet;

THENCE, N 34°11'45" E, 120.00 feet to the beginning of a tangent curve to the left;

THENCE around a tangent curve to the left having a central angle of 02°26'43", a radius of 250.00 feet, a chord of N 57°01'36" W – 10.67 feet, an arc length of 10.67 feet;

THENCE, N 31°45'02" E, 50.00 feet to the beginning of a tangent curve to the right;

THENCE around a tangent curve to the right having a central angle of 02°02'55", a radius of 275.00 feet, a chord of S 57°18'38" E – 9.83 feet, an arc length of 9.83 feet;

THENCE around a tangent curve to the right having a central angle of 32°35'21", a radius of 275.00 feet, a chord of N 20°34'57" E – 154.32 feet, an arc length of 156.42 feet;

THENCE, N 82°22'52" W, 166.17 feet to the beginning of a tangent curve to the left;

THENCE around a tangent curve to the left having a central angle of 08°25'35", a radius of 420.00 feet, a chord of N 86°35'39" W – 61.71 feet, an arc length of 61.77 feet;

THENCE, S 89°11'33" W, 645.95;

THENCE, N 07°54'37" W, 7.19 feet;

THENCE around said non-tangent curve to the right having a central angle of 38°55'24", a radius of 155.00 feet, a chord of N 11°33'06" E – 103.28 feet, an arc length of 105.30 feet;

THENCE, N 31°00'48" E, 49.35 feet;

THENCE around said non-tangent curve to the right having a central angle of 02°14'59", a radius of 325.00 feet, a chord of S 67°08'09" E – 12.76 feet, an arc length of 12.76 feet;

THENCE, N 21°44'21" E, 50.00 feet;

THENCE, N 33°43'00" E, 270.24 feet;

THENCE around said non-tangent curve to the right having a central angle of 03°34'14", a radius of 325.00 feet, a chord of S 83°58'52" W – 20.25 feet, an arc length of 20.25 feet;

THENCE, N 04°12'31" E, 50.00 feet;

THENCE around said non-tangent curve to the left having a central angle of 16°01'40", a radius of 445.00 feet, a chord of N 15°44'56" E – 124.08 feet, an arc length of 124.48 feet;

THENCE, N 89°11'33" E, 576.67 feet;

THENCE, N 75°47'06" E, 50.00 feet;

THENCE, N 14°12'54" W, 69.47 feet;

THENCE around said non-tangent curve to the right having a central angle of 08°37'22", a radius of 275.00 feet, a chord of N 09°54'12" E – 41.35 feet, an arc length of 20.73 feet;

THENCE, N 89°11'33" E, 31.43 feet;

THENCE, N 00°48'27" W, 50.00 feet;

THENCE, S 89°11'33" W, 13.46 feet;

THENCE around said non-tangent curve to the right having a central angle of 12°38'33", a radius of 257.50 feet, a chord of N 11°32'47" E – 56.70 feet, an arc length of 28.52 feet;

THENCE, N 17°52'04" W, 39.57 feet;

THENCE, N 64°21'22" E, 17.18 feet to a point along south right-of-way line of Rosamond Parkway;

THENCE around said non-tangent curve to the right having a central angle of 20°29'57", a radius of 890.00 feet, a chord of S 56°10'15" E – 316.73 feet, an arc length of 160.93 lying in said south right-of-way line of Rosamond Parkway;

THENCE around said non-tangent curve to the left having a central angle of 12°36'05", a radius of 890.00 feet, a chord of S 50°36'11" E – 195.35 feet, an arc length of 195.74 lying in said south right-of-way line of Rosamond Parkway to the POINT OF BEGINNING with the subject tract containing 1,167,904 square feet or 26.811 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT TFCC COYOTE, LLC, acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as COYOTE MEADOWS Phase 1B, 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.

Witness our hands at _____ County, Texas, this _____ day of _____, 2022.

TFCC COYOTE, LLC
A Texas Limited Liability Company

By: Starlight Homes Texas, LLC,
its Attorney-in-Fact

By: _____

Name: _____

Title: _____

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 _____ known to me to be the person and officer whose name is subscribed to this 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

SURVEYOR'S CERTIFICATE

That I, Darren K. Brown, of Spiars Engineering, Inc., 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, in accordance with the Subdivision Regulations of the City of Anna, Texas.

Dated this the _____ day of _____, 2022.



DARREN K. BROWN, R.P.L.S. NO. 5252

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 Darren K. Brown, 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

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.

FIRE LANE EASEMENT

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

CERTIFICATE OF APPROVAL:

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

Mayor

City Secretary

APPROVED
September 1, 2021
CITY OF ANNA

FINAL PLAT

COYOTE MEADOWS PHASE 1B

188 SINGLE-FAMILY LOTS AND
7 COMMON AREA LOTS
31.027 GROSS ACRES
OUT OF THE

GUINN MORRISON-ABSTRACT NO. 559
IN THE CITY OF ANNA
COLLIN COUNTY, TEXAS

EXHIBIT A SHEET 3 OF 3

OWNER TFCC Coyote, LLC 22 St. Clair Avenue East Suite 200 Toronto, ON, Canada M6B1R5 Telephone (416) 792-4708 Contact: Seth Greenspan, VP	DEVELOPER / APPLICANT Starlight Homes Texas, LLC 1800 Valley View Lane, Suite 100 Farmers Branch, TX 75234 Telephone (214) 616-6887 Contact: Daniel Satsky	ENGINEER / SURVEYOR Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, TX 75075 Telephone: (972) 422-0077 TPE No. F-2121 Contact: Matt Dorsett SHEET 3 OF 3
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Scale: 1" = 100' September 26, 2022 SEI Job No. 22-015



Item No. 6.q.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Kevin Johnson

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to accept and approve a contract with 8x8, Inc. for the purchase and installation of a new VoIP telephony system and related service agreements in a form approved by the City Attorney. (IT Director Kevin Johnson)

SUMMARY:

Staff is recommending that the City Council approve a resolution authorizing the City Manager to accept and approve a contract with 8X8, Inc. for the purchase and installation of a hosted VoIP telephony system.

The current telephony system is obsolete and several of the functions have not been working properly. As the City moves into the new Municipal Complex a new telephony system was budgeted. The City solicited Requests for Proposal from qualified vendors and received 12 responses. The proposals were evaluated on hardware, security, features and functions, price, and references. Following the initial evaluation, staff hosted three vendors for demonstrations, and included City staff from all departments in the demonstration evaluation. United Network Solutions providing the 8X8 VoIP telephony platform was selected as the best overall vendor for the implementation.

FINANCIAL IMPACT:

One-time costs of \$4,834 and annual fees of \$31,346. It is a 39 month agreement. Funds are budgeted in the General Fund.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
GOAL 4 HIGH PERFORMING PROFESSIONAL CITY

STAFF RECOMMENDATION:

Approve the Resolution authorizing the City Manager to accept and approve the contract with 8X8, Inc.

ATTACHMENTS:

1. Resolution approving purchase VoIP Telephony System c03029d20221005cr1
2. EXHIBIT A City of Anna - 36 Month - QUOTE SOW - 2022SEPT19

APPROVALS:

Alan Guard, Director of Finance
Jim Proce, City Manager

Created/Initiated - 10/4/2022
Final Approval - 10/6/2022

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, APPROVING THE PURCHASE AND INSTALLATION OF A HOSTED VoIP TELEPHONY SYSTEM FROM 8X8, INC IN THE AMOUNT OF \$4,834 AND RECURRING FEES OF \$31,347 ANNUALLY, AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT.

WHEREAS, the City Council of the City of Anna, Texas (the "City Council") finds that its existing telephone technology has been in use since 2010; and

WHEREAS, the City staff recommends the City upgrade its telephone system to improve efficiency and effectiveness in service to its neighbors; and

WHEREAS, the City would benefit by procuring VoIP telephony system that meets many of the City needs at a reasonable cost,

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. Approval of Agreement

The City Council hereby approves the purchase and installation of 8 X 8 VoIP telephony system from 8x8, Inc., a Delaware corporation, in the amount of one-time fees of \$4,834 with recurring fees of \$31,347 annually, and includes the agreement attached as Exhibit A, and authorizes, ratifies, and approves the City Manager to execute said agreement in a form approved by the City Attorney.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 11th day of October 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Order #CO500426062

39 Months Term
(12 Months Renewal Term)

TODAYS QUOTE TOTAL FOR 1 LOCATION(S)

Recurring	Non-Recurring	Recurring Taxes & Fees	One Time Tax	Shipping	Due Today
\$2,188.88	\$4,000.00	\$412.73	\$0.00	\$206.59	\$4,833.42

Summary by Product

Monthly Recurring	Quantity	Price as of Order	Total
X Series - X1 USA-DID	10	\$13.50	\$135.00
X Series - X2 USA-DID	85	\$17.25	\$1,466.25
Base Number	1	\$0.00	\$0.00
Additional Local Number	10	\$1.00	\$10.00
Toll Free numbers	1	\$4.00	\$4.00
Polycom IP 5000 Speakerphone	10	\$16.27	\$162.70
Polycom VVX 350PoE	28	\$5.78	\$161.84
Polycom VVX 250PoE	57	\$4.37	\$249.09
Non-Recurring			
Private Virtual Instructor Led Training - End-User	1	\$500.00	\$500.00
8x8 Implementation Plus - Silver	1	\$3,500.00	\$3,500.00
Subtotal			\$6,188.88

Thanks we appreciate You!
Enjoy Three Months Free of
Services on us.
That's \$ 4,845.75 in Savings!

Quote Expires
10/31/2022

City of Anna
101 South Powell Pkwy
Anna, Texas 75409

Kevin Johnson
+1 214-831-5304
kjohnson@annatexas.gov

Your 8x8 Representative

Kevin Ladewig
kladewig@8x8.com

Today's Total
\$4,833.42

Monthly Total
\$2,601.61



Order #CO500426062

39 Months Term
(12 Months Renewal Term)

101 S Powell Pkwy, Anna, TX, USA, 75409

Description	Quantity	Unit Price	Monthly Recurring	Due Today
X Series - X1	10	\$ 13.50	\$ 135.00	\$ 0.00
X Series - X2	85	\$ 17.25	\$ 1,466.25	\$ 0.00
Base Number	1	\$ 0.00	\$ 0.00	\$ 0.00
Additional Local Number	10	\$ 1.00	\$ 10.00	\$ 0.00
Toll Free numbers	1	\$ 4.00	\$ 4.00	\$ 0.00
Polycom IP 5000 Speakerphone - EPP (36 Months)*	10	\$ 16.27	\$ 162.70	\$ 162.70
Polycom VVX 350PoE - EPP (36 Months)*	28	\$ 5.78	\$ 161.84	\$ 161.84
Polycom VVX 250PoE - EPP (36 Months)*	57	\$ 4.37	\$ 249.09	\$ 249.09
Private Virtual Instructor Led Training - End-User	1	\$ 500.00	\$ 0.00	\$ 500.00
8x8 Implementation Plus - Silver	1	\$ 3,500.00	\$ 0.00	\$ 3,500.00
Subtotal			\$ 2,188.88	\$ 4,573.63
Shipping Ground- Delivery Estimate			10/9/2022	\$ 206.59
Regulatory Fees				
E911 Service Fee			\$ 95.00	\$ 0.00
Regulatory Recovery Fee			\$ 190.00	\$ 0.00
Taxes and Surcharges				
Federal Universal Service Fee			\$ 74.53	\$ 0.00
TX State And Local 911			\$ 53.20	\$ 53.20
Total Fees, Taxes and Surcharges			\$ 412.73	\$ 53.20
Location Total			\$ 2,601.61	\$ 4,833.42

* Payment for EPP items are amortized over the selected term (see line item above). Customer cancellation of Extended Payment Plan before the end of the term requires customer payment of the ENTIRE balance due plus applicable taxes.



Order #CO500426062

39 Months Term
(12 Months Renewal Term)

TERMS & CONDITIONS

This Order is subject to the 8x8 UCaaS/CCaaS Service Terms set forth at <http://www.8x8.com/order-terms/vo-vcc-service-terms>, except that if this Order is entered into pursuant to a Service Agreement, this Order is subject to the Service Agreement (such 8x8 UCaaS/CCaaS Service Terms or Service Agreement, as applicable, the **"Terms"**).

No Service Fees for Three Months: Customer shall not begin to incur Service Fees or Regulatory Fees for the Ordered SaaS Services ordered under this Order until the third monthly anniversary date of the effective date of the Agreement (as that term is defined in the Terms).

By signing below, the customer listed herein, through its authorized representative named below:

- a) acknowledges and indicates that it has reviewed the notice related to 911 and emergency services at <https://www.8x8.com/terms-and-conditions/911-notice> and
- b) has entered into this Order and agreed to the Terms, as of the date signed below.

Customer Name: City of Anna

Signature:

Name:

Kevin Johnson

Title:

Date:



Statement of Work (SOW)

Assisted UCaaS Implementation - Silver

City of Anna

O-0919-2022 v1.0



The eXperience
Communications
Platform

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1. Implementation Services Overview

8x8 shall provide services to assist City of Anna ("Customer") with the implementation of the 8x8 Unified Communication as a Service (UCaaS) solution. This SOW is subject to terms and conditions of the Service Agreement jointly executed between Customer and 8x8, Inc. and to which this SOW is an attachment, addendum, or exhibit.

The services in the scope of this SOW are based on a Customer-led delivery model where 8x8 provides remote assistance, guidance, and knowledge transfer to Customer's Administrator in their implementation of the 8x8 solution in Customer's environment. The services in this SOW are intended to reinforce the course material from the administrator training and are not intended to be a replacement for Customer successfully completing appropriate 8x8 training offerings.

An 8x8 Solution Delivery Advisor will collaborate with Customer's project team to provide Services defined in this SOW. The parties recognize that Customer's priorities and requirements may change during engagement, and that Customer may request modifications to the Services contemplated by this SOW. If such changes impact the estimated cost and/or duration of the Project, they will be reviewed between Customer's Project Owner and 8x8's Project Coordinator and, if approved, will be reflected in a mutually executed Change Request.

2. Project Scope Parameters

Services in the scope of this SOW and the design of the solution will be governed by Limits, Description and Quantity for each Scope Parameter defined in the table below:

UCaaS Scope Parameters	Limit / Description/ Quantity
Total number of Users	Up to 150
Total number of Sites	Up to 3
Total number of unique Countries	Up to 2
Number of DID's to be Ported	Up to 300
Number of Losing Carriers (from whom numbers to be ported to 8x8).	Up to 3
Number of Auto Attendants	Up to 3
Number of Workgroups supported for design/ configuration equaling any combination of (Ring Group, Call Queue, Barge-in on a call without monitoring or whispering – BMW, Group Call Pick-up, Group Paging)	Up to 12

Number of Go-live / porting events	Up to 3
Training	Limit Description/ Quantity
Self-Paced Administrator and End-User Training	Included
End-User Adoption Kit	Included
Solution Scope Parameters	Limit Description/ Quantity
Single Sign-On (SSO) configuration	Yes, SAML based integration only.
Out-of-the-Box integrations	Included
Out of scope Services which may be added via Change Request	Additional Fee
Number Spoofing	\$50/Phone Number
MS Teams Integration Assistance	\$600
Virtual, Public, Instructor-led Administrator Training	\$750/Person
Virtual, Public, End-user Training	\$25/Person

3. Services and Financials

As consideration for 8x8's performance of Professional Services for Implementation, the Customer shall pay 8x8 the fixed fees identified below. All payments for the Implementation Services performed are non-refundable.

Implementation Services	Fees
Assisted Implementation - Silver	\$3,500

Invoicing Schedule: Implementation Fees will be invoiced upon execution of the SOW by both parties.

²This SOW does not include any applicable VAT, sales or use taxes, shipping, customs, duties or any other fees. These will be reflected separately in the associated order.

Travel Expenses: Fees quoted above do not include any travel costs; all services in the scope of this SOW are delivered remotely

4. Assumptions

- Customization of the available Out-of-the-Box integrations is not included in this SOW.
- Fees quoted assumes Customer is discharging their assigned responsibilities in accordance with the Project Schedule, which is limited to a 60-day deployment; measured from the project kickoff call. Delays resulting from Customer not fulfilling their responsibilities per the Project Schedule will result in additional 8x8 effort and fees and Customer agrees to execute a Change Request in such instances.
- Fees assume requirements and design for all in-scope services will be collected in up to two (2) design session, not to exceed a combined total of six (6) hours. Requests for multiple requirements and design sessions or additional time for this task will require a CR and additional Customer funding.
- All Services in this SOW are delivered remotely and in English only unless otherwise specified.
- The Scope Parameters indicate the portion of Services 8x8 is performing in this SOW; Customer is responsible for configuring the balance of items required for the platform deployment. Any

requested increases to the quantities in the Scope Parameters will require a Change Request and will require additional Customer funding.

- Fees quoted assumes a total of up to three (3) go-live events. Customer request for additional go-live events will require a Change Request and additional funding
- Fees assume all phone numbers are ported in up to three (3) port orders and not to exceed a total of five (5) hours.
- Fees quoted assume all Customer project management is being led with U.S. based Customer resources.
- End User adoption and training and administrator training are not part of the Implementation; instructions for accessing self-paced training or separately purchased instructor led training will be provided.
- This SOW is limited to Sites located in the US, UK and ANZ only.

5. General Customer Responsibilities

In addition to identified Service-specific responsibilities, Customer agrees to the following general responsibilities to enable and support 8x8 to successfully deliver on the scope of the project.

<u>Responsibility Areas</u>	<u>Description</u>
Network Readiness	• Customer's network must pass the 8x8 Network Utility, a software tool available at https://support.8x8.com/us/Support_and_Services/Support/Download_the_8x8_Network_Utility ("NetUtil"). • In the event Customer's network does not pass or meet 8x8's requirements for voice solutions to be implemented, Customer agrees to sign-off on the Network Assessment Waiver Form (Appendix C) prior to Go-Live. • When and where requested for by 8x8, provide information regarding network topology and layout in the form of diagram or available documentation. • Address corrective actions identified by 8x8.
Project Management	• Assign a Project Manager for the duration of the Project to manage execution of project tasks • Complete Customer responsibilities by the dates agreed between Customer and 8x8. • Coordinate tasks associated with Customer's third-party vendor or system necessary for 8x8 to perform Services.
Project Delivery	• Provide resources of adequate skills and knowledge to perform platform configuration • Provide access to Customer Subject Matter Experts (SME) in the areas of 8x8 out-of-the-box integrations with Customer CRM systems as and where required and applicable. • Provide access to Customer staff authorized to identify solution requirements and make design decisions including signoff on Solution Design. • Participate in key project meetings setup by 8x8 resources • Review and provide prompt feedback (typically within two (2) business days) of project materials and deliverables.

	- Collect data, populate 8x8-provided data load templates, and verify data. - Complete system test activities and solution acceptance testing and sign-off. - Identify Customer project team members authorized to discuss relevant business processes and make change decisions. - Provide information regarding Customer business processes, business objectives, and use cases.
System Administrator Readiness	- Assign one or more resource(s) as administrator(s) of the 8x8 system. - Evaluate and either take the included self-paced training or separately purchase instructor-led administrator training offerings from 8x8 Academy and successfully complete the training in advance of the project solution design session - System Administrators should successfully complete the 8x8 <i>Work Admin and Configuration</i> class and the <i>Virtual Contact Center Admin and Configuration</i> class (If applicable) offered by 8x8 Academy prior to making changes on the platform. The <i>Advanced Topics and Troubleshooting</i> classes are recommended. - Collect, document, configure and test those requirements which are not in the scope of this SOW and that are either required for Customer to go-live in production or desired. - Shadow 8x8 resource during configuration of the solution and participate in system configuration activities to reinforce the knowledge and skills required for full system configuration & maintenance. - Ensure that System Administrator is ready to administer and maintain 8x8 system prior to Go-Live.
Audio Recordings	- Provide audio recording files required for 8x8 system configuration in the requested format. - Upload and configure audio recording files in the 8x8 system.
Call Forwarding	- Plan the phone number porting and cut over with guidance from 8x8. - If call forwarding is part of the plan, engage call forwarding on either: - Carrier level, by working with the current Carrier (recommended option) - PBX level (this option could result in degraded call quality for inbound calls) - Extensions / phone level (this option could result in degraded call quality for inbound calls)
System Readiness	- Perform technical and functional validation of the 8x8 Solution with guidance from 8x8. - Regression and end-user testing plans and execution of those plans.
End User Readiness	- Evaluate and either take the included self-paced training or separately purchase instructor-led End User offerings from 8x8 University. - Ensure that End Users are ready to use 8x8 system prior to Go-Live. - Ensure that End Users' use cases are accounted for and incorporated in the 8x8 Solution.
Porting/ Number Transfer	- Provide list of numbers to be ported (NTBPs). - Provide required information, including Customer Service Records (CSRs) and Letters of Agreements (LOAs), Copy of Bill (COB) in a timely manner. - Manage (engage/ disengage) call forwarding (if call forwarding is used within the port strategy). - Perform post port testing to verify Customer owned numbers are ringing through as expected on the 8x8 platform

6. Business Hours

Business Hours: Services will be performed, and 8x8 personnel shall be available to be contacted, from 8.00 AM to 5.00 PM local time zone where the work is being performed, Monday through Friday, excluding designated holidays. Time worked outside of these designated hours at Customer's request will result in additional fees and will require a Change Request.

7. Change Management

The change management process ("Change Management Process") described below shall govern changes to the scope of Services during the term of this SOW.

1. A change request may be submitted via email ("Change Request") to the Project Coordinator. All Change Requests ("CR") must be documented in writing.
2. The Change Request is discussed at the first opportunity, typically at the next weekly project meeting, unless it requires more prompt action. The goal is to approve/disapprove it at the same meeting if feasible.
3. 8x8 will review Customer's submitted Change Request and evaluate its impact to scope, effort, and schedule, and will provide Customer with a Change Request document that details the changes to scope, schedule and budget for Customer's review and execution
4. Customer has up to three (3) business days to review and approve or reject the Change Request [and any related Service Order (where the Change Requests contemplates new or additional 8x8 subscription services and/or equipment)]. Once approved by Customer, 8x8 will initiate the work detailed in the Change Request.

8. Engagement & Project Duration

8x8 will engage with Customer within ten (10) business days of the effective date of the Order containing the Services Fees specified by this SOW (or such later date as all customary financial checks have been approved/confirmed). 8x8 and Customer will meet via conference call for the project kickoff call and establish the cadence for the project.

The Project is assumed to be completed within 60-days and assumes that Customer performs tasks assigned in a timely manner and as mutually agreed to, and that 8x8 is not required to expend additional effort to overcome unforeseen obstacles attributable to circumstances, actions or inactions caused by Customer or any third party not engaged by 8x8 or under its control.

9. Project Communications

8x8 will render the project and manage all project correspondences in English and 8x8 will manage the implementation project using email.

8x8 may also use Microsoft Office (Word, Excel, and PowerPoint) to create project artifacts, which will be provided to Customer via email.

10. 8x8 Implementation Team

The following roles and responsibilities to be filled by 8x8 have been identified as part of this engagement. There may be multiple individuals per role or individuals may play multiple roles on the project. Each role below includes a description of the role.

8x8 Role	Location	Description
Project Coordinator ("PC")	Remote	Specialist with experience in scheduling and managing 8x8 project resources and the Change Management process
Solution Delivery Advisor ("SDA")	Remote	Specialists in the implementation / configuration of specific 8x8 products in scope for this project. Their role is to consult, configure, test, and document the in-scope 8x8 solution.
Porting Coordinator ("LNP")	Remote	Specialist in porting of Customer DID's / numbers to 8x8. Their role is to work with Customer to obtain required documentation for porting of Customer's DID's from its current Carrier to 8x8's Carrier, and coordinate porting with the losing Carrier.

Resource allocation and assignment remains at the sole discretion of 8x8 in support of delivery of Services. Subject to the terms and conditions of the Service Agreement, 8x8 reserves the right to use third-party resources as needed, and such resources will work under the direction of 8x8 Project Coordinators. 8x8 Project Coordinator will communicate to Customer the names of the third-party resources as and when they are engaged and assigned to the above identified project roles.



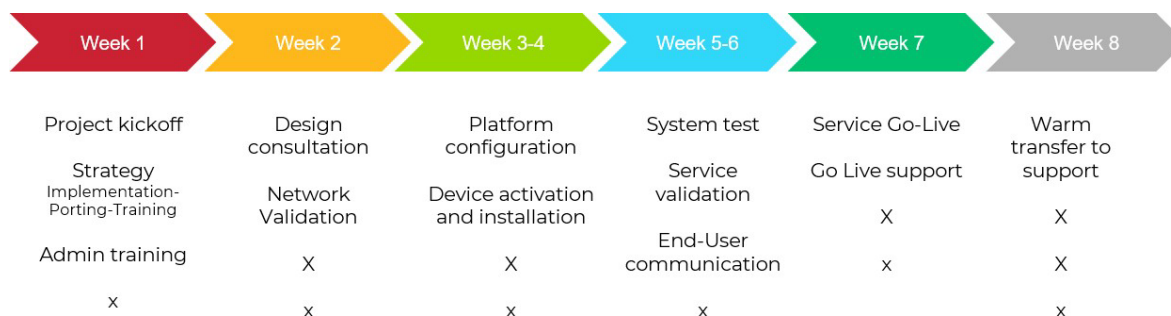
11. SOW Acceptance and Authorization

IN WITNESS WHEREOF, this SOW has been executed on behalf of each party by its duly authorized representative.

City of Anna	8x8, Inc.
Kevin Johnson	
Full Name	Full Name
Title	Title
Signature	Signature
Date	Date

Appendix A – Service Description “Services”, Roles & Responsibilities

8x8 Sample Timeline



Services Description: All Services described below are limited to the Project Scope Parameters Section and their associated Assumptions.

Service Name	Service Description
Project Coordination	8x8 manages the 8x8 Implementation Team and the Change Management process: 8x8 PC is Customer's main point of contact for the Project, and responsible for all corresponding interaction between 8x8 and Customer project teams. 8x8 responsibilities: - Conduct Project Kick-off meeting - Establish and maintain Project Schedule. - Overall management of scope, schedule and budget. 8x8 deliverables: - Project Schedule.
Network Assessment	8x8 guides Customer through running the baseline test using the 8x8 provided Network Utility (“NetUtil”) to ensure Customer's network readiness for the 8x8 solution. Examples of diagnostics executed during the test include DNS testing to validate geo-routing to the correct data center, validate certain ports are open and that ALG is not being used. Media testing is performed to identify potential issues with packet loss, jitter or latency and other tests analyze fragmentation and bufferbloat. 8x8 responsibilities: - Provide 8x8 network requirements documentation. - Provide a link to the 8x8 NetUtil download, along with instructions for running the baseline and monitor tests

	• Provide an activation key for NetUtil. • Communicate concerns identified during the analysis of test results. 8x8 deliverables: • Network requirements documentation and Network Utility (“NetUtil”), along with instructions to run tool. • Feedback on Network Assessment results. • Actionable recommendations to reduce network-related VoIP issues. • Provide best practices on configuration of firewall for VoIP policy*. Customer responsibilities: • Download and execute the NetUtil at all Customer locations using 8x8 • Perform remediation activities to address network configuration which may impact voice traffic • Sign a Network Assessment Waiver if unable to execute the network test or remediate findings for one or more locations. * 8x8 does NOT provide step-by-step configuration of network equipment, only high-level recommendations. Please contact your equipment vendor for support/instructions on configuring the device.
Solution Design	Based on Customer's current business processes and design requirements, and within the scope parameters of this SOW, 8x8 identifies an optimal solution, including configuration of the 8x8 solution components included in Section 2. The design is elaborated in consultation with Customer and captured in the Build Capture Document (“BCD”) 8x8 responsibilities: • Review “as-is” relevant business processes • Collect and document solution requirements limited to the defined scope parameters in Section 2 and any associated Assumptions. • Review solution requirements and design with Customer stakeholders and incorporate results and feedback. 8x8 deliverables: • Build Capture Document Customer Responsibilities: • Customer is responsible for verifying, and approving by signature, the requirements documented in the BCD • Collect and document solution requirements that are not defined in the scope parameters in Section 2. Assumptions: • Any Customer requested changes following approval of the BCD will require a Change Request and may require additional Customer funding. • Solution requirements and design is limited to up to a combined total of six (6) hours. In any instance where Customer needs additional support to capture the design and requirements, a Change Request will be required for additional Customer funding.

System Configuration	8x8 performs system configuration limited to the scope parameters agreed to in Section 2 and any associated Assumptions of this SOW. 8x8 responsibilities: - Configure System Objects in the solution limited to the defined scope parameters in Section 2 and any associated Assumptions. 8x8 deliverable: - Configuration of 8x8 platform within the Scope Parameters of this SOW. Customer Deliverables: - The Scope Parameters indicate the portion of Services 8x8 is performing in this SOW; Customer is responsible for configuring the balance of items required for the platform deployment. Any requested increases to the quantities in the Scope Parameters will require a Change Request and may require additional Customer funding. Assumption: - Customer assigned resource has successfully completed the appropriate 8x8 University Administrator training prior to beginning configuration - Customer assigned resource shadows 8x8 resource to learn and complete the configuration of the solution based on design for Go-live. 8x8 effort to test, troubleshoot, reconfigure or consult any Customer performed configurations or changes will require a Change Request and may require additional Customer funding
User Configuration	Based on Customer-provided information, 8x8 completes the configuration for Users and their properties in the system. 8x8 responsibilities: - Provide a User Configuration Template and guidance on completion of the template. - Configure provided User information (including extensions and phone numbers) in the 8x8 system per final User Configuration Template (one-time effort per finalized template) and limited to the defined scope parameters in Section 2 and any associated Assumptions. 8x8 deliverables: - Customer data (Users and their properties) configured in the 8x8 system per final User Configuration Template. Assumptions: 8x8 will perform a single build or bulk import of Users and User metadata. Customer is responsible for tracking and making any MACD's to these configurations following the initial creation
Testing	8x8 and Customer perform limited (basic) system testing for validating correct configuration and providing additional hands-on guidance on system testing to Customer's Administrator. 8x8 responsibilities:

	• Create a test plan to validate the platform is functioning as documented in the BCD per the limits below • Execute the test plan ○ Test one inbound voice Channel to ensure that it is correctly hitting the 8x8 system. ○ Test up to five (5) key use cases documented in the Build Capture Document. 8x8 deliverables: • Test Plan identifying the tests that will be performed. • Test Plan updated with test results. • Remediate 8x8 performed configuration issues which may be discovered during the testing and retest. • Once 8x8 has completed System Testing, 8x8 will transition testing to Customer to complete User Acceptance Testing (“UAT”) ○ Review best practices for writing test cases ○ Provide instructions for how to execute a test Assumptions: • System testing transition to Customer UAT is limited to one (1) hour of instruction. Requests for additional support in handing off to UAT or supporting UAT will require a CR and additional funding • 8x8 does not provide copies of the test script executed in 8x8 System Testing.
Porting/ Number Transfer	Based on Customer provided documentation, Project Scope Parameters and associated Assumptions, 8x8 manages the transfer of phone number ownership from incumbent Carriers to 8x8. 8x8 responsibilities: • Provide porting instructions. • Perform number portability check. • Guide Customer through porting strategy options. • Submit Port Request to Losing Carrier. • Pursue Port Request status / confirmation Final Order Completion (“FOC”) from losing carrier. • Phone numbers ported per confirmed Port Request. Customer Responsibilities: • Provide list of numbers to be ported (NTBPs). • Provide required information, including Customer Service Records (CSRs) and Letters of Agreements (LOAs), Copy of Bill (COB) in a timely manner. • Manage (engage/ disengage) call forwarding (if call forwarding is used within the port strategy). • Perform post port testing to verify Customer owned numbers are ringing through as expected on the 8x8 platform 8x8 deliverables: • List of items required from Customer’s current Carrier.

	• Customer provided numbers ported to 8x8 Carrier. • Conference call scheduled on day of porting, or alternative, as agreed to by Customer and 8x8. Assumptions: • All numbers will be ported in a up to three (3) porting orders. • Porting delays resulting from missing or inaccurate information from Customer may require additional Customer funding to complete.
Remote Go-Live Support and Troubleshooting	8x8 will seek root-cause and identify corrective actions for reported configuration issues during implementation and up to two (2) business days post Go-Live, after which the Project will be transitioned to 8x8's Support organization. 8x8 responsibilities: • Assist Customer with triaging reported issues ○ Provide access to and explain how to report issues. ○ Assist Customer with triaging reported issues and determine whether the issue is a configuration, platform, or Customer related • Configuration Issue: ○ Track reported configuration issues to completion. • Platform Issue: ○ Open a ticket with 8x8 support for platform issues ○ 8x8 Support to provide 24/7 support for critical platform issues • Customer Issue: ○ Assist Customer with network diagnostics and analysis limited to reviewing results of the 8x8 Network Utility tool Customer Responsibilities • Troubleshoot and resolve any Customer related issues • Troubleshooting and issue resolution related to Customer configured system objects will require a Change Request and Customer funding 8x8 deliverables • Issue Log



Appendix B – Site List

List of Customer Sites

Site Name	Site Address	Country
Municipal Complex	120 W 7 th St, Anna, TX 75409	United States
Public Works	3223 N Powell Pkwy, Anna, TX 75409	United States
Wastewater Treatment Plant	1400 Road Runner Rd, Anna, TX 75409	United States
Central Fire Station	305 S Powell Pkwy, Anna, TX 75409	United States
Parks	1201 W White Street, Anna, TX 75409	United States



Appendix C – Network Assessment Waiver Template

SAMPLE – Not to be Signed – Network Assessment Waiver Form

Capitalized terms used herein not otherwise defined shall have the meaning as set forth in the Service Agreement executed by 8x8 and Customer.

Customer either has a Site or Sites which have not passed the 8x8 network assessment tests (“Network Assessment”) or hereby declines to completed a Network Assessment prior to the implementation of the Services.

CUSTOMER IS AWARE THAT BY DECLINING THE NETWORK ASSESSMENT AND WITHOUT TAKING THE ACTIONS DETERMINED NECESSARY BY THE NETWORK ASSESSMENT NEITHER CUSTOMER NOR 8X8 CAN BE ASSURED THAT THE SERVICES WILL PERFORM SATISFACTORILY OR IN ACCORDANCE WITH THE DOCUMENTATION.

In the event that the Services are adversely affected by issues related to Customer’s network infrastructure, configuration, design or equipment and Customer requests, 8x8 may perform Professional Services to attempt to remedy the problems subject to Section 4.4 of the Terms and Conditions and at 8x8’s then current rates.

IN NO EVENT WILL ANY DELAYS CAUSED BY CUSTOMER NOT PERFORMING THE NETWORK ASSESSMENT OR NOT TAKING THE ACTIONS DETERMINED NECESSARY BY THE NETWORK ASSESSMENT ALLEVIATE THE CUSTOMER OF THE OBLIGATION TO PAY SERVICE FEES PER THE SERVICE AGREEMENT.

ACKNOWLEDGED AND AGREED TO:

Customer:	
By:	SAMPLE ONLY –
Name:	NOT FOR
Title:	SIGNATURE
Date:	

Glossary of Terms and Acronyms

Agent: Agents are Users who handle customer interactions channeled through CCaaS agent channels such as voice, chat, email

Agent Group: An agent group is a collection of agents who report to a supervisor. A single group may serve your entire call center or may be dedicated to one or more products, services, queues, or to a specific communication channel such as phone, email, or chat. Use groups to organize agents based on function, skill set, or media they use.

Administrator Role: The Primary Administrator inherits the Super User Role which has unrestricted access to manage and configure all objects in Configuration Manager

Analog Telephone Adapter (ATA): A device for connecting traditional analog telephones, fax machines and similar CPE to a digital telephone system or a VoIP telephone network

Automatic Number Identification (ANI): feature of a telecommunications network for automatically determining the origination telephone number on toll calls. This term is often interchangeably used in reference to Caller ID – See Caller ID

Auto Attendant: Is a way to route inbound calls to your business. Use auto attendant to let your callers interact with the automated voice menus you define, and self-direct the calls without requiring any manual operator or receptionist. You can plan what you want your callers to experience when they call your company, define schedules and rules, and set up professional greetings for your business

Barge-Monitor-Whisper: a tool that allows office managers and supervisors to optionally listen in on any active call in your phone system; whisper exclusively to the user being monitored (without the other party hearing), or actively join the call and make it a three-way conference.

Caller ID: Also called Calling Line Identification (“CLID”) or Calling Line Identification (“CLI”), is a telephone service, available in analog and digital telephone systems, including VoIP, that transmits a caller's telephone number to the called party's telephone equipment when the call is being set up. The caller ID service may include the transmission of a name associated with the calling telephone number, in a service called Calling Name (“CNAM”).

Carrier: A communications company that provides services such as telecommunications and internet

Channel: A channel facilitates communication of interactions in and out of a Virtual Contact Center tenant. When an interaction comes to the channel via phone, email, chat, or social media, it is directed to the appropriate queues via skill-based routing rules. For example, a phone channel directs inbound phone calls from customers to contact center agents, or an email channel is an email address that your customers use to send email requests to the contact center.

Configuration Manager: Interface to the 8x8 platform where configuration and management functions are conducted by system administrators

Customer Premises Equipment (CPE): is any equipment located on the customers premises

Cross Connect (ref. MPLS): A cross connect is a physical, hardwired connection (copper or fiber) that provides a direct connection between two different termination locations within a data center to enable colocation customers to establish high-performance, dedicated connectivity to one another within the data center

Dial Plan: A dial plan specifies how to interpret phone number sequences dialed by an Agent or User using the phone tab, click-to-dial (or through API), and how to convert them into an ITU-T E.164 normalized outbound dial string. Dial plans can be used to include country codes and area codes, support extension-based dialing, correct the numbers from an external entity, and more.

DID: Direct Inward Dial is a service of a phone company that provides a single or block of telephone numbers for calling into a company's Private Branch Exchange "PBX" system.

Endpoint - For VoIP purposes, refers to any device at which a message (in on-screen text, print or audio) can originate or successfully reach. Includes all hard phones (desk phones and cell phones; IP and landline), as well as softphones (telephony software typically run on a computer or a smart device) and fax machines. Also includes computers, printers and adapters – anything with a MAC address.

Go-Live Event: A go-live event is defined as the collection of configuration assets being deployed into production on a day. For example, if there is one go-live event in scope, all the Customer's in scope configuration will be deployed at once (aka big-bang deployment) in a single day. If there are in-scope configurations that are not deployed on that day then either the Customer will be deploying those remaining assets without the assistance of 8x8 Professional Services, or a Change Request will be required to add more go-live events to the scope.

Group Call Pickup: Allows employees to answer incoming calls for other group members, without requiring the user to walk to their colleague's phone

Group Paging: Group intercom paging is used to make real-time announcements to a department, team or work area using the intercom feature on your Polycom and Cisco phones. This feature allows Users to send a one-way message to specific paging groups or broadcast your page to all other Polycom or Cisco phones in your office.

Hot Desking: With Hot Desking, you can turn a device into a shared desk phone and allow other users to use it as their own, but during different time periods. A primary motivation for Hot Desking is cost reduction through space savings. Hot Desking is often found in workplaces with flexible schedules for employees, where not all employees are working in an office at the same time or on the same schedules. Employees in such workplaces use existing offices only occasionally or for short periods of time, which leaves offices vacant. By sharing such offices, employees make more efficient use of company space and resources.

MAC Address (MAC): Media Access Control address - MAC Address is a hardware identifier that uniquely identifies each device on a network

MACD: This refers to Moves, Add, Change, Delete of configuration objects on a platform. Examples are changing the email address of User, moving an Agent from one Queue to another, deleting or adding a User

Network to Network Interface (NNI): is an interface that specifies signaling and management functions between two networks. An NNI circuit can be used for interconnection of signaling (e.g., SS7), Internet Protocol (IP) (e.g., MPLS) or ATM networks

Outbound Code: Outbound Phone Codes offer a means to set a unique calling line identifier (caller ID) for outbound calls. You can define outbound phone codes to assign caller ID to outbound calls from your tenant. You can also use outbound phone codes to identify the purpose of each outbound call.

Personalization Service (ref, Speech Analytics):

Prompt: a pre-recorded message which is played as a greeting or request for the caller to provide additional information in the form of pressing a key on their phone.

Public Switched Telephone Network (PSTN): is the aggregate of the world's circuit-switched telephone networks that are operated by national, regional, or local telephony operators, providing infrastructure and services for public telecommunication.

Quality Management (QM): Quality Management for 8x8 is a tool to monitor, manage and evaluate Agent performance

Queue: A queue is an ordered collection of interactions waiting to be served by agents who are qualified to respond to these interactions. Queues serve to present interactions flowing into Virtual Contact Center to agents based on skill set and availability. Virtual Contact Center provides sophisticated logic for matching customers to the agent who can best solve their problem. Queues direct interactions based on the skill level of agents serving the queue.

Ring Group: Ring groups allow incoming calls to be distributed efficiently among a group of users and throughout a business. A Ring group allows you to have multiple phones ring when one extension or number is dialed. It is often used to efficiently distribute calls within specific departments such as Sales, Customer Support and Accounting. You can have all the phones in a ring group ring at once or set up a "round robin" approach where the extensions in the group ring in a specific order until the call is answered. Available ring patterns are: cyclic, cyclic repetitive and simultaneous.

Schedule: Schedules define business hours, holidays, and special events that are followed by your company's departments. For example, if your sales and support teams have different hours of operation, use the Schedules tab to create separate schedules for each team.

Script: IVR scripts define how Virtual Contact Center processes an inbound and outbound interactions such as phone calls, post call surveys, chat and email through an ordered series of script objects that perform real-time processing of the interaction in response to conditions.

Session Initiation Protocol (SIP): SIP is a signaling protocol used for initiating, maintaining, and terminating real-time sessions that include voice, video and messaging applications. SIP is used for signaling and controlling multimedia communication sessions in applications of Internet telephony for voice and video calls, in private IP telephone systems, in instant messaging over Internet Protocol (IP) networks.

Site: A site in Virtual Office represents the location of your business. As your business grows, you can create additional sites. Sites in Virtual Office simplify administration for all endpoints within a site by applying common properties, such as emergency address, language, dial plan and time zone. Moreover, administrators can manage advanced call handling options such as receptionist dialing for the site.

Skill: The skill level determines the routing of interactions within a queue. Virtual Contact Center attempts to direct interactions to an agent with a higher skill level before directing them to an agent with a lower skill level.

Speech Analytics: With 8x8 Speech Analytics Audio data is converted to text which can be searched and analyzed for compliance, customer insights, and agent performance to improve your customer experience. With this you can analyze a full spectrum of your customer interactions and listen to the most important ones, rather than a random handful that have no predetermined context.

Status Code: Status codes enable contact center supervisors to track how an agent functions through a workday. When an agent is logged in to Agent Console, the agent accepts or rejects interactions, takes breaks, works offline or logs out. The status codes associate an agent's status change with probable reasons for the change and enable supervisors or managers to track the work pattern of agents.

Telco: A provider of telecommunications services such as telephony and data communications

Tenant: A unique and secure contact center instance running on an 8x8 platform. Through Configuration Manager create and configure all aspects a contact center's resources and operational behaviors, including groups, incoming channels, queues, agents, routing scripts, skills, monitoring, recording, and reporting.

Transaction Code: Transaction codes offer a means to apply call disposition to inbound as well as outbound interactions. Each inbound or outbound interaction in a call center has some purpose and disposition. Transaction codes can be defined to collect call disposition information from the agents at the time of the call and supervisors can report on this information for analysis and to determine further processing.

User: A user is any Virtual Office contact assigned with 8x8 services (licenses) and permissions

Voice over Internet Protocol (VoIP): Also called IP telephony, is a methodology and group of technologies for the delivery of voice communications and multimedia sessions over Internet Protocol (IP) networks, such as the Internet.

Wallboard: The 8x8 Wallboard for Virtual Contact Center presents real-time metrics of your contact center operations on a desktop, display TV, or monitor on a contact center floor.

Certificate Of Completion

Envelope Id: C3A97581A0144A4385C33277E0BC245D

Status: Sent

Subject: 8x8 order for your review and confirmation

Source Envelope:

Document Pages: 24

Signatures: 0

Envelope Originator:

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Initials: 0

Mark Matias

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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Campbell, CA 95008

mark.matias@8x8.com

IP Address: 13.110.6.8

Record Tracking

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mark.matias@8x8.com

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Kevin Johnson

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kjohnson@annatexas.gov

Resent: 10/4/2022 3:40:41 PM

Security Level: Email, Account Authentication
(None)

Viewed: 10/4/2022 3:54:26 PM

Electronic Record and Signature Disclosure:

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Paul Gentilini

paul.gentilini@8x8.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 9/8/2021 12:00:58 PM

ID: 7daed136-7b1f-43ed-aa39-206d171b7323

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

kevin.ladewig@8x8.com

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kevin.ladewig@8x8.com

Viewed: 10/4/2022 3:40:57 PM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/4/2022 3:32:32 PM
Payment Events	Status	Timestamps
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact 8x8, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: madhu.chalasani@8x8.com

To advise 8x8, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at madhu.chalasani@8x8.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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- ii. send us an e-mail to madhu.chalasani@8x8.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify 8x8, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by 8x8, Inc. during the course of my relationship with you.



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Consider/Discuss/Action on a Resolution amending the Sherley Tract Subdivision Improvement Agreement by amending language under Section 5.9 (Restaurant and Water Feature) within Article V (Additional Obligations). (Director of Development Services Ross Altobelli).

SUMMARY:

The purpose of the amendment is to amend the language within the SIA by removing a standard which requires the commencement of construction of a restaurant and a water feature before the City's issuance of a building permit for any multiple-family residential structure greater than 275 units.

Further, the amendment would add language requiring the construction of the Water Feature prior to or simultaneously with the development of any multifamily structure.

Attached is a letter from the applicant detailing the request before the Council.

Section 5.9 (Restaurant and Water Feature) will retain existing provisions triggering the commencement of construction of the Restaurant to include;

1. The expiration of five (5) years of the Effective Date; and
2. The City's issuance of a building permit for the 301st single-family residential building permit as pertains to residences on the Property.

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:

N/A

ATTACHMENTS:

1. Resolution - 2nd Amd Sherley Tract SIA

2. Exhibit A, 2nd Amd - Sherley Tract SIA
3. Applicants Letter
4. Original Sherley Tract Development Agreement
5. 1st Amendment (SIA) Sherley Tract

APPROVALS:

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

Created/Initiated - 10/5/2022
Final Approval - 10/6/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING
SECOND AMENDED SHERLEY TRACT SUBDIVISION IMPROVEMENT AGREEMENT**

WHEREAS, the Second Amended Sherley Tract Subdivision Improvement Agreement attached hereto as Exhibit A (the “Second Amendment”) amends that certain Sherley Tract Subdivision Improvement Agreement entered into between the City and Developer, effective on or about June 10, 2020, as amended by that certain First Amended Sherley Tract Subdivision Improvement Agreement entered into between the City and Developer, effective on or about July 14, 2020 (as amended, the “Original Agreement”); and

WHEREAS, the Original Agreement is only modified as expressly set forth in the Second Amendment and the Original Agreement otherwise remains in full force and effect; and

WHEREAS, the Parties desire to remove the requirements that (1) Developer commence construction of the Restaurant and Water Feature on or before the City's issuance of a building permit for any multiple-family residential structure greater than 275 units to be located on the In-City Property; and

WHEREAS, the City Council of the City of Anna, Texas (“City Council”) finds that approval of the Agreement will benefit the City and is in the best interests of the citizens of Anna;

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 Agreement.

The City Council hereby approves the Second Amended Sherley Tract Subdivision Improvement Agreement attached hereto as Exhibit A, and authorizes, ratifies and approves the Mayor’s execution of same. The Mayor and/or City Manager are hereby authorized to execute all documents and to take all other actions necessary to finalize, act under, and enforce the Second Amendment and the Original Agreement.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this the 11th day of October 2022.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

SECOND AMENDED SHERLEY TRACT SUBDIVISION IMPROVEMENT AGREEMENT

This Second Amended Sherley Tract Subdivision Improvement Agreement (this "Second Amendment") is entered into between the **CITY OF ANNA, TEXAS**, (the "City"), and **MM ANNA 325, LLC**, a Texas limited liability company ("Developer").

RECITALS

WHEREAS, the Developer and the City are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, this Second Amendment amends that certain Sherley Tract Subdivision Improvement Agreement entered into between the City and Developer, effective on or about June 10, 2020, as amended by that certain First Amended Sherley Tract Subdivision Improvement Agreement entered into between the City and Developer, effective as of July 14, 2020 (as amended the "Original Agreement"); and

WHEREAS, the Original Agreement is only modified as expressly set forth in this Second Amendment and the Original Agreement otherwise remains in full force and effect; and

WHEREAS, the Parties desire to remove the requirements that (1) Developer commence construction of the Restaurant and Water Feature on or before the City's issuance of a building permit for any multiple-family residential structure greater than 275 units to be located on the In-City Property (the "Multifamily Structure"), and (2) complete construction of the Restaurant and Water Feature before the City issues a certificate of occupancy for any Multifamily Structure;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the Developer agree as follows:

AMENDMENT

Amendment to Section 5.9. The Parties agree that Section 5.9 of the Original Agreement is hereby deleted in its entirety and replaced with the revised Section 5.9 below:

"The Developer shall apply for and obtain the building permits necessary to commence construction of a restaurant (the "Restaurant") to be located on the In-City Property and shall commence construction of the Restaurant before the earlier of the following occurrences: (1) the expiration of five (5) years of the Effective Date; or (2) the City's issuance of a building permit for the 301st single-family residential building permit as pertains to residences on the Property. The Developer shall complete construction of the Restaurant within one (1) year and six (6) months of commencing construction of same. The Restaurant building shall be a minimum of 5,000 square feet of airconditioned space. Developer shall also apply for and obtain the building permits necessary to commence construction and commence construction of a minimum of 10,000 square feet of additional non-residential space to be located on the In-City Property within six (6) years of the

Effective Date. This is in addition to the 5,000 square foot Restaurant referenced above. The Water Feature must be constructed prior to or simultaneously with the Multifamily Structure. The Water Feature shall be a minimum of 20,000 square feet in size.”

This Second Amendment amends the Original Agreement in no other manner except as expressly set forth herein. All capitalized terms used in this Second Amendment, to the extent not otherwise expressly defined herein, shall have the meanings ascribed to them in the Original Agreement. The Developer and the City further agree that all other terms and provisions of the Original Agreement that are not modified hereby shall remain in full force and effect. The recitals above are incorporated herein as if set forth in full for all purposes.

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE LAST DATE OF THE SIGNATURES BELOW.

CITY OF ANNA

By: _____

Nate Pike

Mayor

Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____ 2022 by Nate Pike the Mayor of the City of Anna, Texas on behalf of the City.

Notary Public, State of Texas

[DEVELOPER SIGNATURE LOCATED ON FOLLOWING PAGE]

DEVELOPER:

MM Anna 325, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: _____
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Anna 325, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

RE: Hurricane Creek North

**City of Anna, Texas
102 W 7th Street
P.P Box 776
Anna, TX 75409**

Dear Anna Planning and Zoning Commission and City Council,

We very much appreciate your willingness to hear our request. This change does not affect standards, product, obligations, or financial items. This request gives the opportunity for a Multifamily developer to begin construction on the entire site rather than just a portion right away.

At the time of the original zoning and development agreement CA and the City agreed on a specific time frame for development. The increase in development and families moving to Anna has been extraordinary. Hurricane Creek Phase 1 is almost sold out in less than two years at a price point 30% higher than predicted. Because of this influx of developers and people, certain developers have gotten interested in the Multifamily site.

The original zoning and development agreement allowed 275 units upfront and the remaining 175 to be developed once 5,000 square feet of retail has started. A MF developer will not commit to the deal for the MF tract with a third-party obligation to build retail. It also had obligations that 5,000 square feet will need to begin before the 301st SF building permit. If more Multifamily and homes get built the faster commercial will be built. This request will benefit commercial development.

Our ask consists of keeping the obligation to build the 5,000 square feet of retail but allow the multifamily to move forward with constructing the entirety of the units. The city shall continue to have the protection the 5,000 square feet will be built because of the single-family building permit provision but the multifamily product can begin the process.

Below is the new language. All other items are staying the same in the zoning and agreement.

The Developer shall apply for and obtain the building permits necessary to commence construction of a restaurant (respectively, "Restaurant") to be located on the In-City Property and shall commence construction of the Restaurant before the earlier of the following occurrences: (1) the expiration of five (5) years of the Effective Date; or (2) the City's issuance of a building permit for the 301st single-family residential building permit as pertains to residences on the Property. The Developer shall complete construction of the Restaurant within one (1) year and six (6) months of commencing construction of same. The Restaurant building shall be a minimum of 5,000 square feet of airconditioned space. Developer shall also apply for and obtain the building permits necessary to commence construction and commence construction of a minimum of 10,000 square feet of additional

non-residential space to be located on the In-City Property within six (6) years of the Effective Date. This is in addition to the 5,000 square foot Restaurant referenced above.

The Water Feature must be constructed prior to or simultaneously with the Multifamily Structure. The Water Feature shall be a minimum of 20,000 square feet in size.

Greatly appreciate your duty and time with this request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Trevor Kollinger', with a stylized flourish extending to the right.

Trevor Kollinger
MM Anna 325, LLC

SHERLEY TRACT SUBDIVISION IMPROVEMENT AGREEMENT

This Sherley Tract Subdivision Improvement Agreement (this “Agreement”) is entered into between the CITY OF ANNA, TEXAS, (the “City”), BFB ANA 40 Acres, LLC, a Texas limited liability company (the “In-City Property Owner”), and MM Anna 325, LLC, a Texas limited liability company (“Developer”), to be effective on June 9, 2020 (the “Effective Date”).

ARTICLE I **RECITALS**

WHEREAS, certain terms used in these recitals are defined in Article II; and

WHEREAS, the In-City Property Owner, the Developer, and the City are sometimes collectively referenced in this Agreement as the “Parties,” or, each individually, as “Party”; and

WHEREAS, the City is a home-rule municipality of the State of Texas; and

WHEREAS, the Developer owns approximately 290.877 acres of real property located within the extraterritorial jurisdiction (the “ETJ”) of the City (the “PID Property”), and the In-City Property Owner owns approximately 31.962 acres of real property located within the city limits of the City (the “In-City Property” and together with the PID Property, the “Property”), and which Property is described by metes and bounds and depicted on Exhibit A-1; and

WHEREAS, the In-City Property shall be a commercial/retail/multifamily development and is described by metes and bounds and depicted on Exhibit A-2; and

WHEREAS, the PID Property shall be a residential development including single-family homes, townhouses, and senior independent living homes, and is described by metes and bounds and depicted on Exhibit A-3; and

WHEREAS, the PID Property is located within the ETJ of the City and not within the ETJ or corporate limit of any other municipality, and in Collin County, Texas (the “County”); and

WHEREAS, the Developer and the City desire to have the PID Property annexed into the City’s corporate boundaries and provide the City with greater regulatory powers and controls over the development of the PID Property as set forth in this Agreement; and

WHEREAS, the Developer intends to file a voluntary petition for annexation of the PID Property at least 60 days before of the issuance of the first series of PID Bonds, and the City will act upon the annexation petition upon or promptly after the sale of the first PID Bonds; and

WHEREAS, this Agreement shall be effective upon passage of this Agreement and before the annexation of the PID Property into the City; and

WHEREAS, Developer desires and intends to construct and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the PID Property (“Authorized Improvements”), which Authorized Improvements are generally identified in Exhibit B; and

WHEREAS, in consideration of the Developer's agreements contained herein to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City intends to exercise its powers to create a PID to be coterminous with the PID Property in accordance with the PID Act, and to create one or more TIRZ for phases of residential development of the PID Property in accordance with the TIRZ Act; and

WHEREAS, the Developer plans to develop the Property as an urban multi-use master planned development upon the execution of this Agreement and subsequent issuance of PID Bonds by the City for the payment of certain costs for the construction and acquisition of certain public improvements to benefit the PID Property, and for the repayment to Developer for certain costs advanced for the construction and acquisition of certain public improvements to benefit the PID Property as set forth in this Agreement; and

WHEREAS, the Developer intends for the design, construction and installation of the Authorized Improvements to occur in a phased manner and to dedicate all such Authorized Improvements to the City for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations, and contingent upon the issuance of PID Bonds for partial or total financing of such Authorized Improvements; and

WHEREAS, the Developer and the City estimate that the cost of the Authorized Improvements are estimated to be \$32,000,000.00; and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Authorized Improvements for the PID will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the municipality; for the development and diversification of the economy of the state; development and expansion of commerce in the state; and elimination of employment or underemployment in the state; and

WHEREAS, the City recognizes that financing of the Authorized Improvements confers a special benefit to the PID Property within the PID; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City shall exercise its powers under the PID Act, to provide financing arrangements that will enable the Developer to do the following in accordance with the procedures and requirements of the PID Act and this Agreement: (a) fund or be reimbursed for a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds; or (b) obtain reimbursement for the specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments within the PID Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the Indenture, intends to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the Budgeted Cost(s) shown on **Exhibit B** and approved by the City's Director of Public Works or his designee and the costs associated with the administration

of the PID and the issuance of the PID Bonds); and (iii) issue, in multiple series, up to \$32,000,000.00 in the principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and paying associated costs as described herein; and

WHEREAS, the City shall use reasonable efforts to issue PID Bonds periodically up to a maximum principal amount of \$32,000,000.00, in multiple series, to finance the Authorized Improvements in accordance with the Service and Assessment Plan; and

WHEREAS, prior to the sale of the first PID Bond issue: (a) the City Council shall have approved and adopted the PID Resolution, a Service and Assessment Plan and an Assessment Ordinance (collectively, the “PID Documents”); (b) the City shall have reviewed and approved the Home Buyer Disclosure Program; (c) owners of the PID Property constituting all of the acreage in the PID at the time of the issuance of the first PID Bonds shall have executed a Landowner Agreement (as defined in Article II, herein); and (d) the Developer shall have delivered a fully executed copy of the Landowner Agreement(s) to the City; and

WHEREAS, the Parties agree that the Authorized Improvements are also improvements that qualify as projects under Texas Tax Code Chapter 311, as amended; and

WHEREAS, as soon as is practicable and prior to the first PID Bond issue, in consideration of the Developer’s agreements contained herein, the Parties shall use best efforts to have agreed to the final form of the following documents (collectively, the “TIRZ Documents”), which will enable the Developer to be reimbursed for a specified portion of TIRZ eligible reimbursement costs for the first phase of development of the PID Property: (a) a TIRZ Project and Finance plan; (b) a TIRZ Ordinance; and (c) an ordinance approving the final TIRZ Project and Finance plan required by the TIRZ Act; and

WHEREAS, prior to the authorization of the first Bond issue, the City Council intends to have approved a TIRZ Ordinance and to have created a TIRZ to be coterminous with the first phase of development within the PID Property; and

WHEREAS, the Parties intend for the City to create an additional TIRZ for each subsequent phase of development on the PID Property; and

WHEREAS, in consideration of the Developer’s agreements contained herein, the City intends to exercise its powers under the TIRZ Act to create one or more TIRZ and intends to adopt, approve, and execute the TIRZ Documents for each TIRZ created on the PID Property to dedicate up to fifty percent (50%) of the City’s collected *ad valorem* tax increment based on the City’s *ad valorem* tax rate in effect on the date of the establishment of each TIRZ to off-set or pay a portion of any Assessments levied on the PID Property for the costs of Authorized Improvements for a period of up to thirty-one (31) years after each TIRZ is created or until the cumulative total amount of TIRZ Increment placed into the TIRZ Funds for each TIRZ not to exceed a total of \$14,751,553, whichever comes first, paid in accordance with each TIRZ Project and Finance Plan and the SAP; and

WHEREAS, all of the City's Administrative Expenses associated with each TIRZ will be paid in accordance with the TIRZ Act, and the City will not be responsible for payment of such costs; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the PID, each TIRZ, the issuance of PID Bonds or the preparation of documentation related thereto, including any costs incurred by the City and its consultants and advisors (excluding the fees associated with closing the PID Bonds), the Developer shall be responsible for advancing such funds, shall have a right to reimbursement for certain funds advanced from the proceeds of PID Bonds, Assessment revenues or TIRZ Increments, and the City will not be responsible for such reimbursement or the payment of such costs from any other sources of funds; and

WHEREAS, unless expressly set forth to the contrary in this Agreement, it is the Parties' mutual intent that this Agreement shall supersede City Regulations only to the extent that City Regulations directly conflict with the terms of this Agreement; and

WHEREAS, Developer understands and acknowledges that the obligations undertaken under this Agreement are primarily for the benefit of the Property; and

WHEREAS, Developer understands and acknowledges that acceptance of this Agreement is not an exaction or a concession demanded by the City but rather is an undertaking of Developer's voluntary design to ensure consistency, quality, and adequate infrastructure that will benefit Developer's development of the Property; and

WHEREAS, it is the intent of the Parties that the Property will be developed substantially in compliance with an agreed upon concept plan (the "Concept Plan"), which is attached hereto as Exhibit C, and which may be revised as set forth in this Agreement and in accordance with applicable City Regulations and the development standards set forth in certain proposed planned development zoning standards ("Development Standards"), which Development Standards are attached hereto as Exhibit D; and

WHEREAS, the Parties intend for the City to approve any revisions to the Concept Plan as a condition to the recording of a final plat in the Land Recordings of the Collin County Clerk's Office for the first (1st) phase of the Development; and

WHEREAS, immediately following annexation of the PID Property, the City intends to consider zoning the PID Property as a planned development district and the Parties acknowledge that the Property may be developed and used in accordance with this Agreement notwithstanding any zoning of the PID Property in conflict with this Agreement; and

WHEREAS, as the PID Property is within the City's ETJ on the Effective Date, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, this Agreement shall constitute a “permit” under Chapter 245 of the Texas Local Government Code and as allowed pursuant to Section 212.172(g) of the Texas Local Government Code; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

ARTICLE II **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the PID and each TIRZ.

Amenity Center means the lot and improvements required under this Agreement to be constructed by the Developer and maintained by the HOA that shall include amenities including a clubhouse with fitness center with weight room and cardiovascular equipment, a kitchen, a meeting area, and restrooms; swimming pool; children’s pool; playground with seating; ornamental metal fencing; and landscape planting beds; all consistent with the Amenity Center Concept Plan and the minimum standards as set forth in **Exhibit C-1**.

Arterial “Rosamond Parkway” Roadway Improvements mean the Major Improvements to Arterial “Rosamond Parkway” as described and depicted in further detail in **Exhibit E-1** and in accordance with design/construction plans to be approved by the City.

Assessment means the assessment levied by the City Council pursuant to the Assessment Ordinance, to pay for a specific portion of the Budgeted Cost.

Assessment Ordinance means the ordinance approved by the City Council which levies assessments on the PID Property in accordance with the PID Act to pay for a specified portion of the costs of the Authorized Improvements set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds that provide a special benefit to the PID Property.

Assessment Roll means the Assessment Roll attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual update to the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Authorized Improvements means water, sewer, drainage, and roadway facilities needed to serve the PID Property and to be constructed by the Developer or by or on behalf of the City and to be owned and maintained by the City, including but not limited to certain off-site improvements, as identified in **Exhibit B**.

Authorized Improvement Costs means the actual costs of design, engineering, construction, and inspection of the Authorized Improvements.

Bond Ordinance means and refers to an ordinance adopted by the City Council that authorizes and approves the issuance and sale of the PID Bonds.

Bond Security means Assessments levied against the PID Property by the City.

Budgeted Cost with respect to any given Authorized Improvement means the estimated cost of such improvement as set forth in **Exhibit B**.

City means the City of Anna, a home rule municipality located in Collin County, Texas.

City Code means the Anna City Code of Ordinances and all of its provisions and regulations or standards adopted by reference in said Code in effect on the Effective Date; provided, however, that as it relates to Public Infrastructure for any given phase, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences, except that to the extent there is a conflict between the City Code and the Development Standards, the Development Standards shall control.

City Council means the City Council of the City.

City Manager means the current or acting City Manager of the City of Anna or a person designated to act on behalf of the City Manager if the designation is in writing and signed by the current or acting City Manager.

City PID Fee means a fee of \$3,400 per residential lot to be paid by the Developer to the City upon the closing of PID Bonds for each phase of the Development and which shall be calculated based on the number of residential lots in such phase of the Development in accordance with Section 3.3.

City Regulations mean City Code provisions, ordinances, design standards (including but not limited to the City's Neighborhood Design Standards and the Development Standards), uniform codes, policies, requirements, limitations, restrictions, and other regulations (including but not limited to all fees and land dedications applicable to the Development) duly adopted by the City and in effect on the Effective Date; provided, however, that as it relates to Public Infrastructure for any given phase, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences, except that to the extent there is a conflict between the City Regulations and the Development Standards, the Development Standards shall control.

Collector “E-W” Roadway Improvements mean the Major Improvements to Collector “E-W” as described and depicted in further detail in Exhibit E-1 and in accordance with design/construction plans to be approved by the City.

Collector “N-S” Roadway Improvements mean the Major Improvements to Collector “N-S” as described and depicted in further detail in Exhibit E-1 and in accordance with design/construction plans to be approved by the City.

Collector “Shady Brook Trail” Roadway Improvements mean the Major Improvements to Collector “Shady Brook Trail” as described and depicted in further detail in Exhibit E-1 and in accordance with design/construction plans to be approved by the City.

Collector “Standridge Parkway” Roadway Improvements mean the Major Improvements to Collector “Standridge Parkway” as described and depicted in further detail in Exhibit E-1 and in accordance with design/construction plans to be approved by the City.

Construction Cost means the costs actually paid for Public Infrastructure related to engineering, design, permitting, construction, inspection, testing, and off-site, third-party property/easement acquisitions; however, the cost of off-site, third-party property/easement acquisitions shall be limited to the fair-market value of any property/easement acquired, plus any damages to the remainder, all as determined by a Licensed Appraiser selected by the City, and Eminent Domain Fees.

Developer means MM Anna 325, LLC, a Texas limited liability company, and its successors and assigns.

Development means the new development on the Property that is the subject of this Agreement.

Development Standards mean the design and development standards for the Development as set forth in Exhibit D.

Developer Cash Contribution means that portion of the Authorized Improvement Costs that the Developer is contributing to initially fund the Authorized Improvements.

Effective Date means the date upon which the last of all of the Parties has approved and duly executed this Agreement.

End Buyer means any Developer, developer, tenant, user, or owner of a Fully Developed and Improved Lot.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the real property records of Collin County.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator as set forth in a document in the form of Exhibit F that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Hurricane Creek Regional Trunk Sewer Improvements means a certain segment of a regional sanitary sewer trunk line to be constructed by the City under this Agreement as generally depicted in Exhibit E-2.

Improvement Account of the Project Fund means the construction fund account created under the Indenture used to pay for the construction or acquisition of the Authorized Improvements.

Indenture means an indenture under which PID Bonds are issued.

Landowner(s) means the Developer and additional owners of the PID Property.

Landowner Agreement means the agreement, as set forth in a document in the form of Exhibit G of an owner of the PID Property consenting to the form and terms of the PID Documents.

Major Improvements means the Authorized Improvements described and depicted on Exhibits E-1, E-2, and E-3 which benefit all the PID Property within the PID.

Maximum TIRZ Contribution means an amount estimated to be \$14,751,553, which amount is subject to a TIRZ par amount of \$6,638,200 plus interest and excluding TIRZ Administrative Expenses, and as may be adjusted in accordance with the model set forth in Exhibit H, and further defined in the Final Project and Finance Plan.

Neighborhood Trails mean a system of neighborhood hike and bike trails funded and constructed by the Developer and maintained by the HOA as said trails are described and depicted in further detail in Exhibit C-2 and in accordance with design/construction plans to be approved by the City.

Non-Benefited Property means parcels or lots that accrue no special benefit from the Authorized Improvements, including but not limited to property encumbered with a public utility easement that restricts the use of such property to such easement.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

PID means a public improvement district created by the City for the benefit of the PID Property pursuant to Chapter 372, Texas Local Government Code, known as the Sherley Tract Public Improvement District.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Administrator means an employee or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Bonds means the revenue bonds or other obligations secured solely by the Bond Security.

PID Resolution means the resolution adopted by the Council creating the PID.

Property means the real property described by metes and bounds and depicted on **Exhibit A-1**.

Public Infrastructure means all water, sewer, drainage, roadway and other public infrastructure necessary to serve the full development of the PID Property.

Refunding Bonds means bonds issued pursuant to Section 372.027, Texas Local Government Code.

Service and Assessment Plan (“SAP”) means the PID Service and Assessment Plan and any SAP Update, to be adopted by the City Council for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved and agreed to by the Developer and City, as required by the PID Act and this Agreement.

TIRZ means a tax increment reinvestment zone the City intends to create for the benefit of the PID Property or a portion thereof pursuant to Chapter 311, Texas Tax Code.

TIRZ Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ Board means the board of directors of each TIRZ that will be established in accordance with the TIRZ Act.

TIRZ Documents means the TIRZ project and finance plan and the TIRZ Ordinance relating to each TIRZ as determined by the City.

TIRZ Fund means the fund set up by the City if the TIRZ is created, in order to receive the TIRZ funds in accordance with this Agreement, state law and the TIRZ Documents.

TIRZ Increment means an amount currently estimated at 50% inclusive of the TIRZ administrative expenses, which actual percentage shall be determined at the sale of the series of PID Bonds for each respective phase of Development (such PID Bonds to include financing of Major Improvements for the PID Property in one or more series), of the *ad valorem* tax increment, as determined on a parcel by parcel basis each year under Section 311.012 of the Texas Tax Code, that is generated by the PID Property from *ad valorem* taxes levied and collected by the City for a term of thirty-one (31) years.

TIRZ Ordinance means the City ordinance creating each TIRZ.

TIRZ Project and Finance Plan means the project plan and finance plan that governs TIRZ operations.

TIRZ Project(s) means any project composed of a certain portion of the Authorized Improvements, as described in **Exhibit B** to be undertaken by the PID, including costs to issue PID Bonds and pay for interest upon said PID Bonds, as applicable, as well as any TIRZ.

Waterline Improvements means waterline improvements as described and depicted in further detail in **Exhibit E-3** and in accordance with design/construction plans to be approved by the City.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

3.1 PID Creation and Levy of Assessments. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, and to levy the Assessments on the PID Property within the PID. The City will prepare and approve the Service and Assessment Plan providing for the levy of the Assessments on the PID Property. Promptly following preparation and approval of a Service and Assessment Plan acceptable to the Developer and the City and subject to City Council making findings that the Authorized Improvements confer a special benefit on the PID Property, the City Council shall consider an Assessment Ordinance. The Developer shall develop the PID Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessment, the Developer shall approve and accept in writing the levy of the Assessment(s) on all land owned by the Developer and shall approve and accept in writing the Home Buyer Disclosure Program and shall cause to be recorded against the PID Property covenants running with the land that will bind any and all current and successor Developers and owners of the PID Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program. The covenants required to be recorded under this paragraph shall be recorded substantially contemporaneously with the recordation of the final plat of the applicable phase except for the Final SAP which will be recorded immediately after approval by the City.

3.3 City PID Fee. The Developer shall pay to the City, simultaneously with the closing of each series of PID Bonds issued under this Agreement, the amount of the City PID Fee based upon the number of residential lots in the applicable phase of Development for which the PID Bonds are being issued. The aggregate amount of the City PID Fee shall not exceed \$3,066,800 (902 residential lots multiplied by \$3,400) and shall not be refundable for any reason. The City PID Fee shall not be reimbursable from Assessments or PID Bond Proceeds. The City PID Fee shall not be increased, decreased or discounted for any reason, including without limitation a change in the number of lots ultimately developed within the Development.

ARTICLE IV

AUTHORIZED IMPROVEMENTS

4.1 Authorized Improvements. Prior to the issuance of PID Bonds, the Budgeted Costs, Authorized Improvements and Authorized Improvement Cost are subject to change as may be agreed upon by Developer and the City and, if changed, shall be updated by the Developer and the City consistent with the Service and Assessment Plan and the PID Act. All approved final plats

within the Development shall include those Authorized Improvements located therein and the respective Authorized Improvement Costs shall be finalized before the applicable final plat is approved by the City Council. Without limiting the foregoing, and on a phase-by-phase basis, as applicable, Budgeted Costs, Authorized Improvement Costs, the timetable for installation of the Authorized Improvements, and all other pertinent information and data will be reviewed at least annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the City consistent with the requirements of Section 372.013(b) of the PID Act.

4.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Contract Award. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents. Certain portions of the Budgeted Cost(s) shall be paid from the proceeds of PID Bonds in accordance with the applicable Indenture.

(b) Construction Standards and Inspection. The Authorized Improvements and all other Public Infrastructure required for the development of the PID Property shall be constructed and inspected—and all fees applicable to the Development shall be paid by Developer—in accordance with applicable state law, City Regulations, the applicable Bond Ordinance and other development requirements, including those imposed by any other governing body or entity with jurisdiction over the Authorized Improvements.

(c) Contract Letting. This Agreement and construction of the Authorized Improvements, including the TIRZ Projects, are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Section 252.022(a)(9) and 252.022(a)(11) based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bid or alternative delivery methods may be utilized by the City as allowed by law. The Parties acknowledge that the construction contracts for the construction of Authorized Improvements have not been awarded as of the Effective Date and contract prices have not yet been determined. Before entering into any construction contract for the construction of all or any part of the Authorized Improvements, the Parties agree as follows:

- (1) Developer's engineers shall prepare, or cause the preparation of, and submit to the City all contract specifications and necessary related documents, including but not limited to the proposed construction contract showing the negotiated total contract price and scope of work.
- (2) Developer shall submit all such documents along with a written notice of intention to let a construction contract at least 20 days in advance of the date that Developer intends to execute such contract.
- (3) Within 15 days after receipt of the written notice and associated documents, the City Manager may: (i) approve the amount of the contract price and provide written notice to the Developer that the Developer may execute the construction contract and provide a copy to the PID Administrator; or (ii) require that the

contract be procured through competitive bidding or competitive sealed proposals (“Competitive Procurement”) if the actual costs of the Authorized Improvements do not meet the parameters for exemption from the competitive bidding. If the City fails to notify the Developer within such 15-day period, the City shall be deemed to have approved the contract price and authorized the Developer to execute the construction contract.

- (4) In order to require Competitive Procurement, the City must provide the Developer with written notice of said requirement within 15 days of delivery to the City of the written notice as required under Section 4.2(c)(2), above.
- (5) If the City Manager requires Competitive Procurement, then the Developer must: (i) advertise for and award the contract in the same manner set forth for competitive sealed bids or competitive sealed proposals Local Government Code Chapter 252 as if the City were pursuing a public improvement contract subject to said Chapter 252 as approved by the City Manager; and (ii) supply the City with true and complete copies of all notices of bid/proposal requests and all bids/proposals subsequently received.

(d) Ownership. All of the Authorized Improvements shall be owned by the City upon acceptance of them by the City. The Developer agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of, easements for the Authorized Improvements to the City and the public.

(e) Operation and Maintenance. Upon inspection, approval, and acceptance of the Authorized Improvements, the City shall maintain and operate the accepted Authorized Improvements.

(f) Applicability. Subsections (a)-(c), above, shall not apply to Public Infrastructure that the City is obligated to fund and construct under this Agreement, if any.

(g) Water and Sewer Service. The City currently holds the certificates of convenience and necessity to provide retail water and sewer service to the Property. The Property will be served by the City.

ARTICLE V

ADDITIONAL OBLIGATIONS

5.1 Sanitary Sewer Facilities. Developer is responsible for funding and construction in a good and workmanlike manner of all sanitary sewer improvements required to serve the PID Property that are not constructed by the City under this Agreement. The City is responsible for the funding and construction of the Hurricane Creek Regional Trunk Sewer Project Improvements as shown on **Exhibit E-2**. The City is responsible for funding pump and haul sanitary sewer service for the Property as needed. Notwithstanding anything to the contrary in this Agreement, the City shall not withhold building permits for any delay to the Developer caused by the City’s failure to complete the Hurricane Creek Regional Trunk Sewer Project Improvements.

5.2 Water Facilities. Developer is responsible for the funding and construction in a good and workmanlike manner of all water improvements required to serve the PID Property that are not constructed by the City under this Agreement. Prior to the issuance of a residential building permit for Phase 1, the Developer is responsible for the funding and construction of the Standridge Parkway, E-W Collector and Shadybrook Trail waterlines as shown on Exhibit E-3 which water lines shall be a TIRZ Project, and which costs are reimbursable to the Developer as a qualified TIRZ Project.

5.3 Roadway Facilities. Developer is responsible for the funding and the construction in a good and workmanlike manner of the roadway improvements required to serve each phase of the PID Property that are not funded and constructed by the City under this Agreement. Prior to the issuance of a residential building permit for each phase of the Development, Developer is responsible for the funding and construction of the roadway projects for the applicable phase as shown on Exhibit E-1, which projects shall be TIRZ Projects, and which costs are reimbursable to the Developer as qualified TIRZ Projects. Upon inspection, approval and acceptance, City shall maintain and operate the roadway improvements for the Property. Notwithstanding anything to the contrary in this Agreement, the City is responsible for the acquisition of all rights of way and easements needed for the Developer's construction of the offsite portion of Rosamond Parkway between Standridge Parkway and U.S. Highway 75 as shown on Exhibit E-1 attached hereto. The City shall not withhold building permits for any delay to the Developer caused by the City's failure to obtain any of said rights of way or easements.

5.4 Drainage/Detention Infrastructure. Developer shall have full responsibility for designing, installing, and constructing the drainage/detention infrastructure that will serve the Property and the cost thereof. Prior to the recordation of the final plat for any phase of Development, Developer shall complete in a good and workmanlike manner construction of the drainage/detention improvements necessary to serve such phase. Upon inspection, approval and acceptance, City shall maintain and operate the drainage improvements for the Property.

5.5 Screening, Landscaping, and Entryways. On or before one hundred fifty (150) days after final City acceptance of the Public Infrastructure for each phase of the Development, Developer shall complete construction, in a good and workmanlike manner, of the landscaping, screening and entryways for such phase in accordance with City Regulations. Said improvements shall thereafter be maintained in good appearance and repair by the HOA or the POA as applicable.

5.6 Homeowners Association and Property Owners Association.

(a) Mandatory Homeowners Association. As relates to the PID Property, the Developer will create, in a manner acceptable to the City, a mandatory homeowner association ("HOA"), which HOA, whether one or more, shall be required to levy and collect from home owners within the PID Property annual fees in an amount calculated to maintain the open spaces, common areas, the Amenity Center as described and defined in this Agreement, hike and bike trails located in common areas, portions of which will be open to the public, right-of-way irrigation systems, raised medians and other right-of-way landscaping, and screening walls within the PID. Common areas including but not limited to the Amenity Center, the water feature, screening, landscaping, gardens, entrances to the Development and right-of-way landscaping shall be maintained solely by the

HOA. Maintenance of public rights-of-way landscaping and screening by the HOA shall comply with City Regulations and shall be subject to oversight by the City.

(b) Mandatory Property Owner's Association. As relates to the In-City Property, Developer will create or cause to be created, in a manner acceptable to the City, a mandatory property owner association ("POA"), which POA, whether one or more, shall be required to levy and collect from property owners within the In-City Property annual fees in an amount calculated to maintain the open spaces, common areas, water features, sidewalks, landscaping/screening in common areas and other common areas within the In-City PID. All such common areas shall be maintained solely by the POA. Maintenance of public rights-of-way landscaping and screening by the POA shall comply with City Regulations and shall be subject to oversight by the City.

5.7 Performance Window; Election to Terminate; Liquidated Damages. In the event that the Developer does not satisfy all of its obligations under its control pursuant to Section 6.1 or does not request that the City issue PID Bonds on or before June 1, 2021, neither Party shall thereafter be required to perform under this Agreement and this Agreement will terminate. If this Agreement is terminated under this Section 5.7 or is otherwise terminated early under any other provision of this Agreement, Developer must within 30 days of such termination file or caused to be filed with the City an irrevocable petition by the owners of the PID Property to dissolve the PID and shall thereafter promptly undertake any and all reasonable actions to facilitate the dissolution of the PID and the TIRZ—notwithstanding anything to the contrary in this Agreement—the Developer's obligations regarding the dissolution of the PID and the TIRZ in accordance with this section shall survive such termination.

5.8 Concept Plan; Revisions.

(a) The Concept Plan illustrates the approved development concept for the Property but has not been engineered and does not represent the final design that will be approved through the final platting process. As a result, Developer may revise the Concept Plan with City Manager approval to make revisions necessitated by final engineering and design of the development project prior to final platting, provided the number of residential lots shown on the Concept Plan does not increase by greater than five percent (5%), the numbers of residential lots in each category shown on the Concept Plan does not increase by greater than five percent (5%), and the amount of open space shown on the Concept Plan does not decrease by greater than five percent (5%). If the City Manager does not approve such revisions to the Initial Concept Plan within 15 days after receipt of a written request for approval, City Council approval of such revisions shall be required. Nothing in this paragraph shall preclude Developer from applying directly to the City Council for approval of any Concept Plan revisions, including revisions greater than the percentages listed herein.

(b) Except as otherwise provided in subsection (a) of this section, all other revisions to the Concept Plan require the approval of the City Council.

(c) If the Concept Plan is revised as provided by this section, the City Manager or his or her designee shall cause the revised Concept Plan to be attached to the official version of this Agreement on file with the City's Secretary's office, and Developer shall record a memorandum of the revised Concept Plan in the Land Recordings of the Collin County Clerk's office.

5.9 Restaurant and Water Feature.

The Developer shall apply for and obtain the building permits necessary to commence construction of a restaurant and a water feature (respectively, "Restaurant and Water Feature") to be located on the In-City Property and shall commence construction of the Restaurant and Water Feature before the earliest of the following occurrences: (1) the expiration of five (5) years of the Effective Date; (2) the City's issuance of a building permit for any multiple-family residential structure greater than 275 units to be located on the In-City Property (the "Multifamily Structure"); or (3) the City's issuance of a building permit for the 301st single-family residential building permit as pertains to residences on the Property. The Developer shall complete construction of the Restaurant within one (1) year and six (6) months of commencing construction of same. The Restaurant building shall be a minimum of 5,000 square feet of air-conditioned space. The Water Feature shall be a minimum of 20,000 square feet in size. The Developer shall complete construction of the Restaurant and Water Feature before the City issues a certificate of occupancy for the Multifamily Structure and the City may withhold such certificate of occupancy until the Restaurant and Water Feature are completed. Developer shall also apply for and obtain the building permits necessary to commence construction and commence construction of a minimum of 10,000 square feet of additional non-residential space to be located on the In-City Property within six (6) years of the Effective Date. This is in addition to the 5,000 square foot Restaurant referenced above.

5.10. Amenity Center. Prior to the City's issuance of a building permit for the 401st single-family residential building permit as pertains to residences on the Property, Developer shall complete construction of the Amenity Center in accordance with the applicable definition in Article II, and the City may withhold all residential building permits after issuing the first 400 single-family residential building permits until the construction of the Amenity Center is completed. The site of the Amenity Center shall be approximately 2.25 acres at the location shown on Exhibit C-1. The exterior masonry requirement for the Amenity Center shall be 80%.

5.11 Neighborhood Trails. Developer is responsible for funding and construction of the Neighborhood Trails. Neighborhood Trails shall be constructed as required or necessary for each phase of the Development, and the Developer shall complete construction of each portion of the Neighborhood Trails within ten (10) months after the City's acceptance of the Authorized Improvements for the applicable phase.

5.12 Community and Botanical Garden. Developer is responsible for funding and construction of the Community and Botanical Garden within the PID Property as shown on the Concept Plan attached hereto as Exhibit C. The Community and Botanical Garden shall be completed on or before the earliest of the following occurrences: (1) the City's issuance of a building permit for the 801st single-family residential building permit as pertains to residences on the Property, (2) six (6) months after construction of the Public Infrastructure necessary to provide access to the Community and Botanical Garden site is completed, or (3) twelve (12) months after City acceptance of the Public Infrastructure for the third (3rd) phase of the Development.

5.13 In-City Property Obligations. The In-City Property Owner shall not be obligated to perform any obligations or meet any requirements under this Agreement as relates to the In-City Property.

ARTICLE VI **PID BONDS**

6.1 PID Bond Issuance. Subject to the satisfaction of conditions set forth in this article, the City may issue PID Bonds solely for the purposes of acquiring or constructing Authorized Improvements. The Developer may request issuance of PID Bonds by filing with the City a list of the Authorized Improvements to be funded with the PID Bonds and the estimated costs of such Authorized Improvements. The Developer acknowledges that the City may require at that time a professional services agreement that obligates the Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to all of the following conditions.

- (1) The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.
- (2) The City has determined that the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Authorized Improvement Costs to be financed and that there is sufficient security for the PID Bonds to be creditworthy.
- (3) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.
- (4) The adoption of a service and assessment plan (the "Service and Assessment Plan") and an assessment ordinance levying assessments on all or any portion of the PID Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID Bonds and said PID Bonds shall be at a 3:1 Value to Lien ratio ("VTL") based on the anticipated final lots values as provided in a third-party appraisal; provided, however, it shall be at the City's discretion if the VTL is reduced to 2 ½:1 ratio, at which time, the amount of funds below the 3:1 VTL ratio shall be "restricted" from access by the Developer until such a time as the value of the Development reaches the 3:1 ratio. The final language and calculation will be provided for in the Certificate for Payment attached to any PID reimbursement agreement between the City and the Developer, subject to amounts that must be restricted in order for the City, on the advice of bond counsel, to comply with federal tax regulation spending requirements.

- (5) The City has formed and utilized its own financing team including, but not limited to, bond counsel, financial advisor, PID Administrator, and underwriters related to the issuance of PID Bonds and bond financing proceedings.
- (6) The City has chosen and utilized its own continuing disclosure consultant and arbitrage rebate consultant. Any and all costs incurred by these activities will be included in City administration costs recouped from special assessments. The continuing disclosure will be divided into City disclosure and Developer disclosure, and the City will not be responsible or liable for Developer disclosure but the City's disclosures professional will be used for both disclosures.
- (7) The aggregate principal amount of PID Bonds issued and to be issued shall not exceed \$32,000,000.00.
- (8) Each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued.
- (9) Delivery by the Developer to the City of a certification or other evidence from an independent appraiser acceptable to the City confirming that the special benefits conferred on the properties being assessed for the Authorized Improvements increase the value of the property by an amount at least equal to the amount assessed against such property.
- (10) Approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas.
- (11) The Developer is current on all taxes, assessments, fees and obligations to the City including without limitation payment of Assessments.
- (12) The Developer is not in default under this Agreement or, with respect to the Property, any other agreement to which Developer and the City are parties.
- (13) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.
- (14) The Administrator has certified that the specified portions of the costs of the Authorized Improvements to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

- (15) The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the approved Development Standards imposed by this Agreement including without limitation any applicable City Regulations.
- (16) The City has determined that the amount of proposed PID assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy.
- (17) The maximum maturity for PID Bonds shall not exceed 30 years from the date of delivery thereof.
- (18) The final maturity for any PID Bonds shall be not later than 45 years from the date of this Agreement.
- (19) The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.
- (20) Unless otherwise agreed to by the City, the PID Bonds shall be sold and may be transferred or assigned only (i) in compliance with applicable securities laws and (ii) in minimum denominations of \$25,000 or integral multiples of \$1,000 in excess thereof; provided, however, that the limitation on transferability or assignment in this subparagraph (ii) shall not apply if the PID Bonds have a rating of not less than BBB- from Fitch Ratings or Standard & Poor's Ratings Services or Baa3 from Moody's Investors Service, Inc.
- (21) If the applicable portion of Authorized Improvements has not already been constructed and to the extent PID Bond Proceeds are insufficient to fund such Authorized Improvement Costs, Developer shall, at time of closing the PID Bonds, fund or cause the funding of the difference between the Authorized Improvement Costs and the PID Bond Proceeds available to fund such Authorized Improvement Costs related to the applicable Authorized Improvement (without limiting any other provision, in the event Developer does not or cannot provide such funding, the City shall not be required to sell such PID Bonds, and Developer shall reimburse the City for all expenses and liabilities incurred by the City in connection with the proposed issuance of the PID Bonds).
- (22) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City.
- (23) The Developer agrees to provide periodic information and notices of material events regarding the Developer and the Developer's development within the

PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by the Developer in connection with the issuance of PID Bonds.

- (24) The Developer satisfies the City's Director of Public Works or his designee that the Budgeted Cost(s) are reasonable.
- (25) Developer is not in default under a Developer Continuing Disclosure Agreement.
- (26) The issuance of any Refunding Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded.
- (27) The maximum tax equivalent assessment rate for the assessment levy shall not exceed \$0.9572 per \$100.00 taxable assessed valuation, without prior, written consent of the City, in its sole discretion.
- (28) Developer has completed and the City has accepted the Authorized Improvements for any previous phase of the Development; and
- (29) Unless otherwise set forth in this Section 6.1, a minimum value to lien ratio of 3:1 for PID Bonds; provided, however, it shall be at the City's discretion if the VTL is reduced to 2 ½:1 ratio, at which time, the amount of funds below the 3:1 VTL ratio shall be "restricted" from access by the Developer until such a time as the value of the Development reaches the 3:1 ratio. Any receivables due under any PID reimbursement agreement between the City and the Developer may be sold or assigned in accordance with Section 11.1 of the Agreement; such value shall be confirmed by appraisal from licensed MAI appraiser based on the assumption that development of property only includes the public improvements in place and to be constructed with the PID Bond proceeds and any Developer Cash Contribution deposited with trustee and finished lots (without vertical construction) for an improvement area.
- (30) The Developer and the City shall have entered into a PID reimbursement agreement that provides for the Developer's construction of certain Authorized Improvements and the City's reimbursement to the Developer of certain Authorized Improvement Costs.

6.2 Disclosure Information. Prior to the issuance of PID Bonds by the City, Developer agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. Developer agrees, represents, and warrants that any information provided by Developer for inclusion in a disclosure document for an issue of PID Bonds will not, to Developer's actual knowledge, contain any untrue statement of a material fact or omit any

statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and Developer further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds. .

6.3 Qualified Tax-Exempt Status.

(1) Generally. In any calendar year in which PID Bonds are issued, Developer agrees to pay the City its actual additional costs (“Additional Costs”) the City may incur in the issuance of its own public securities or obligations on its own taxing power of municipal revenues (the “City Obligations”), as described in this section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations (“QTEO”), as defined in section 265(b)(3) of the Internal Revenue Code (“IRC”) as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. On or before January 15th of the following calendar year, the final Additional Costs shall be calculated. By January 31st of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31st of the preceding calendar year shall be refunded to the Developer and any deficiencies in the estimated Additional Costs paid to the City by Developer shall be remitted to the City by the Developer.).

(2) Issuance of PID Bonds prior to City Obligations.

A. In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its financial advisor (“Financial Advisor”), shall estimate the Additional Costs based on the market conditions as they exist approximately 30 days prior to the date of the pricing of the PID Bonds (the “Estimated Costs”). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Developer in an amount less than or equal to the Estimated Costs. Developer, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) 15 business days after the date of said invoice, or (ii) 5 business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until Developer has paid the invoice of Estimated Costs related to the PID Bonds then being issued.

B. Upon the City’s approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non-QTEO. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to Developer of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City’s notice to Developer required under this paragraph. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City’s notice required under this

paragraph. If Developer does not pay the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice required under this paragraph, Developer shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the Development until such payment of Additional Costs is made in full.

(3) Issuance of City Obligations prior to PID Bonds.

A. In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist 20 days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Developer: (1) in an amount less than or equal to the Estimated Costs, and (2) that includes the pricing date for such City Obligations. The Developer, in turn, shall remunerate to the City the amount shown on said invoice at least 15 days prior to the pricing date indicated on the invoice. If Developer fails to pay the Estimated Costs as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

B. Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing non-QTEO City Obligations. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to Developer of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice to Developer. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's notice. If Developer does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then Developer shall not be paid any reimbursement amounts under any PID reimbursement agreement related to the Development until such payment of Additional Costs is made in full.

(4) To the extent any developer(s) or property owner(s) (including Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner (including Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including Developer, as applicable) as necessary so as to put all developers and property owners (including Developer, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

(5) The City shall charge Additional Costs attributable to any other developer or property owner on whose behalf the City has issued debt in the same manner as described in this section, and Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of Developer's portion has already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to Developer. The portion owed by Developer shall be determined by dividing the total proceeds

from any debt issued on behalf of Developer in such calendar year by the total proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all developers (including Developer) in such calendar year.

6.4 Developer Cash Contribution. At closing on any series of PID Bonds intended to fund construction of Authorized Improvements that have not already been constructed by the Developer, Developer shall deposit into the Developer Improvement Account a pro-rata amount of the Developer Cash Contribution.

ARTICLE VII

PAYMENT OF AUTHORIZED IMPROVEMENTS

7.1 Improvement Account of the Project Fund. The Improvement Accounts of each Project Fund shall be administered and controlled by the City and funds in the Improvement Account of each Project Fund shall be deposited and disbursed in accordance with the terms of the respective Indenture.

7.2 Cost Overrun. If the total cost of the Authorized Improvements in the aggregate exceeds the total amount of monies on deposit in the Improvement Account of a Project Fund, the Developer shall be solely responsible for the remainder of the costs of the Authorized Improvements, except as provided in Section 7.3 below.

7.3 Cost Underrun. Upon the final acceptance by City of an Authorized Improvement and payment of all outstanding invoices for such Authorized Improvement, if the Actual Cost of such Authorized Improvement is less than the Budgeted Cost (a "Cost Underrun"), any remaining Budgeted Cost, to the extent available in the monies on deposit in the Improvement Account of the applicable Project Fund, will be available to pay Cost Overruns on any other Authorized Improvement. The City shall promptly confirm to the Trustee that such remaining amounts are available to pay such Cost Overruns, and the Developer and the City will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements.

7.4 Remainder for Authorized Improvements. If funds remain in an Improvement Account of any Project Fund after the completion of all Authorized Improvements and the payment of all Authorized Improvement Costs to be funded with such PID Bonds, then such funds shall thereafter be the exclusive property of the City and shall be used by the City for the purpose of paying or retiring the PID Bonds as provided in the respective Indenture, the Service and Assessment Plan, and any construction funding agreement entered into by the Parties.

ARTICLE VIII

TIRZ AND AGRICULTURAL EXEMPTION

8.1 Tax Increment Reinvestment Zone. If PID Bonds are issued for a development phase in accordance with this Agreement, the City agrees that it will create, operate and maintain a TIRZ over such development phase of the PID Property with the intention to provide revenue to pay for: (i) the construction or acquisition of Authorized Improvements to serve the PID Property; (ii) to reimburse the Developer for any costs advanced or expended by the Developer related to the construction or acquisition of Authorized Improvements; and/or (iii) to pay PID Bond Assessments or to retire all or part of the debt created by PID Bonds. Determination of which of

the three purposes (or a combination of those purposes), referenced above, for which the TIRZ Increment shall be expended will be at the City's sole discretion. The City shall deposit and disburse, or cause to be deposited and disbursed, the TIRZ Increment in accordance with the TIRZ Project and Finance Plan for each TIRZ created for each phase of development. Notwithstanding any other provision of this Agreement, the term of each TIRZ created on the PID Property shall be thirty-one (31) years from the year of its creation, and the total combined amount of the TIRZ Increment to be provided for the purposes described above shall not exceed the Maximum TIRZ Contribution for each TIRZ as provided in the TIRZ Documents; provided that any TIRZ Increments due and uncollected as of the termination date of the last remaining TIRZ created on the PID Property shall be deposited and disbursed, when and if received by the City, in accordance with the TIRZ Project and Finance Plan. If the total amount of the TIRZ Increment collected and disbursed reaches the Maximum TIRZ Contribution during the term of any TIRZ, then the remaining TIRZ may be terminated at the City's sole discretion and the City shall have no further obligations with respect to any TIRZ. The members of each TIRZ Board shall be appointed by the City Council in accordance with Chapter 311, Texas Tax Code.

8.2 Additional TIRZ Qualified Projects. In addition to the listed Authorized Improvements attached as **Exhibit B**, qualified public improvement projects such as roads, sewers, drainage, water, right of way and real estate acquisition projects, and costs of issuance, capitalized interest, and reserve amounts, totaling \$6,638,200 (the "TIRZ Qualified Projects") are included in the Maximum TIRZ Contribution, and shall be added to the Authorized Improvements to the extent such TIRZ Qualified Projects are not already included.

8.3 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the TIRZ Increment obtained from the PID Property shall be placed into the TIRZ Fund, a separate fund which has been created by the City for each TIRZ. It is anticipated that the monies in each TIRZ Fund shall be distributed in accordance with Section 8.1 and the TIRZ Project and Finance Plan for each TIRZ.

8.4 Agricultural Exemption. The City acknowledges that some or all of the PID Property may now have or may in the future have an agricultural, timber, or wildlife management use tax classification, and the City may not request removal of any such tax classification until PID Bonds secured by the PID Property are issued to pay for the costs of the Authorized Improvements and related costs, notwithstanding any waiver of such exemption for other political subdivisions or public entities. However, to the extent that the City might otherwise be required under Section 23.41 et seq. of the Texas Tax Code or other applicable law, including but not limited to Section 43.035 of the Texas Local Government Code, or offers to enter into a development agreement with a Landowner containing other such restrictions, this Agreement shall be deemed to have satisfied any such requirement.

ARTICLE IX

ANNEXATION AND POST-ANNEXATION MATTERS

9.1 Annexation. The Developer shall submit a voluntary irrevocable petition for annexation of the PID Property to the City in compliance with Chapter 43 of the Texas Local Government Code, as amended, at least sixty (60) days before the issuance of PID Bonds by the

City. The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the PID Property into the City's corporate limits and the Parties agree that the annexation of the PID Property shall occur upon or as soon as reasonably practicable after or the execution of this Agreement and the issuance of PID Bonds, in accordance with statutory requirements. Such annexation petition shall be filed with the City before Developer can access any bond proceeds.

9.2 Zoning of Property. The City shall consider zoning the Property consistent with the Development Standards, the Concept Plan, and applicable provisions of this Agreement. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. The City will not require the Developer to submit a formal zoning application in order to proceed with zoning the Property as contemplated by this section. Any such zoning of the Property shall otherwise be in accordance with all procedures set forth in the applicable City Regulations.

9.3 Full Compliance with City Standards.

(a) When not in direct conflict with the terms and conditions of this Agreement—and without regard to whether any part of the Property is inside or outside the City's corporate limits at any given time—the development of the Property shall be subject to all applicable City Regulations, including but not limited to the City's subdivision regulations and design standards and all applicable fees and land dedications. The City shall be the sole authority for approval of all plats, concept plans, civil engineering plans and other development applications required under City Regulations, and the requirement to obtain approval of all such development applications shall apply to the Property to the extent applicable as if all of the Property were located within the City's corporate limits.

(b) Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Development Standards, the Concept Plan (as may be revised in accordance with Section 5.8), both as attached in Exhibit D and Exhibit C, and applicable City Regulations. All City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement.

9.4 Phasing. The Parties acknowledge that the Property may be developed in phases. If deemed necessary, the Developer may submit a replat for all or any portions of the Property. Any replat shall be in general conformance with the Final Concept Plan and subject to City approval.

9.5 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other City adopted or City enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement, including its exhibits, as applicable, shall control.

9.6 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245 of the Texas Local Government Code) that is deemed filed with the City on the Effective Date.

ARTICLE X
EVENTS OF DEFAULT; REMEDIES

10.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

10.2 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement. However, the Parties agree that the Developer will not be required to specifically perform under this Agreement in the event that the Developer satisfies all of its obligations under Section 6.1 and the City does not issue PID Bonds on or before June 1, 2021. The City will not be required to specifically perform under this Agreement in the event that the Developer does not satisfy all of its obligations under its control pursuant to Section 6.1; or, regardless of Developer's actions with regard to its obligations under Section 6.1 if Developer does not request that the City issue the PID Bonds by June 1, 2021.

ARTICLE XI
ASSIGNMENT; ENCUMBRANCE

11.1 Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to any affiliate or related entity of the Developer, or any lien holder on the Property, without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property shall not be assigned by Developer to a non-affiliate or non-related entity of the Developer without the prior written consent of the City Manager of the City, which consent shall not be unreasonably withheld if the assignee (an "Assignee") demonstrates financial ability to perform. Any receivables due under this Agreement, any construction funding agreement, or any PID reimbursement agreement between the City and the Developer may be assigned by the Developer upon written notice to the City pursuant to Section 11.4 of this Agreement. An Assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. No assignment by Developer shall release Developer from any liability

that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignees, including a copy of each executed assignment and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

(b) The Developer and Assignee(s) have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

11.2 Assignees as Parties. An Assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with Section 11.4 of this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land within the PID or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

11.3 Third Party Beneficiaries. Subject to Section 11.1 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

11.4 Notice of Assignment. The following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) the Developer must provide written notice to the City to the extent required under Section 11.1 at least fifteen (15) business days in advance of any such sale, assignment, transfer, or other conveyance;
- (b) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed;
- (c) said notice must state the name, mailing address, and telephone contact information of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and
- (d) said notice must be signed by a duly authorized person representing the Developer.

ARTICLE XII

RECORDATION AND ESTOPPEL CERTIFICATES

12.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the property records of Collin County. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon the Developer and the City, and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations that apply to such lots.

12.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner, and upon the payment to the City of a \$100.00 fee plus all reasonable costs incurred by the City in providing the certificate described in this section, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

ARTICLE XIII

GENERAL PROVISIONS

13.1 Term. The term of this Agreement shall be fifteen (15) years after the Effective Date unless extended by mutual agreement of the Developer and the City. Upon expiration of the Term, the City shall have no obligations under this Agreement with the exception of: (i) maintaining and operating the PID in accordance with the Service and Assessment Plan and any Indenture; and (ii) fulfilling its obligations under the TIRZ Documents. The term of each TIRZ shall be as stated in Article VIII of this Agreement.

13.2 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer shall provide all Public Infrastructure, including streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements dedicated or

intended to be dedicated for public use or benefit, at no cost to the City except as provided herein, and in accordance with City Regulations, and as approved by the City's engineer or his or her agent. Developer shall cause the installation of such improvements within all applicable time frames in accordance with the City Regulations unless otherwise approved herein. Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans shall be approved by the City's engineer or his or her agent prior to approval of a final plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference that includes a City representative has been held regarding the proposed construction and City has issued a written notice to proceed.

13.3 Performance Bond, Payment Bond and Other Security Developer shall include in every contract with a subcontractor that will work on any of the Public Improvements a clause that requires the subcontractor to execute or cause to be executed one or more valid performance bonds in favor of the City for the construction, work and materials necessary to complete the Public Improvements. Said bonds may be dual obligee bonds and shall be in accordance with Texas Government Code, Chapter 2253 and applicable City Regulations for each subcontractor's construction contract for any part of the Public Improvements and shall contain a provision that increases the amount of the bond to the extent that the contract price increases by change order. Developer shall further execute or cause to be executed a valid Maintenance Bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Public Improvements, arising from defective workmanship or materials used therein, for a full period of two years from the date of final acceptance of the Public Improvements constructed under any such contract(s).

13.4 Inspections, Acceptance of Public Infrastructure, and Developer's Remedy. The City shall inspect, as required by City Regulations, the construction of all Authorized Improvements, and any Public Infrastructure necessary to support the proposed development within the Property, including water, sanitary sewer, drainage, streets, park facilities, electrical, and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements and Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of the Agreement if the City withholds City utility services as to any portion of the Development until all required Public Infrastructure necessary to such portion is properly constructed according to the approved engineering plans and City Regulations, and until such Public Infrastructure has been dedicated to and accepted by the City. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Developer's sole remedy for nonperformance of this Agreement by the City shall be to seek specific performance and cost reimbursements pursuant to the terms of this Agreement.

13.5 Approval of Plats/Plans. Approval by the City, the City's Engineer or other City employee or representative, of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, his engineer, employees, officers or agents

for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer or Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed.

13.6 Insurance. Developer or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the City: (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

13.7 INDEMNIFICATION and HOLD HARMLESS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; **AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE**

DEVELOPER AND THE CITY, THE DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON THE DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY. At no time shall the City have any control over or charge of the Developer's design, construction or installation of any of the Public Infrastructure that is the subject of this Agreement, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture between the City and Developer.

13.8 Eminent Domain. Developer agrees to use reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of commencing efforts to obtain the needed easements and right of way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the proceeds of the PID Bonds or TIRZ Increment and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. Any unused escrow funds will be refunded to Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

13.9 Payee Information. With respect to any and every type of payment/remittance due to be paid at any time by the City to the Developer under this Agreement, the name of the payee for such payment shall be MM Anna 325, LLC, and the payment/remittance shall be sent or delivered to the following address:

MM Anna 325, LLC
1800 Valley View Lane

Suite 300
Farmers Branch, Texas 75234

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address.

ARTICLE XIV
ADDITIONAL PROVISIONS

14.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

14.2 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	City of Anna, Texas Attn: City Manager 111 N. Powell Parkway Anna, Texas 75409
With a copy to:	Wolfe, Tidwell & McCoy, LLP Attn: Clark McCoy 2591 Dallas Parkway, Suite 300 Frisco, Texas 75034
And to:	McCall, Parkhurst & Horton L.L.P. Attn: Rodolfo Segura Jr 717 North Harwood, Suite 900 Dallas, TX 75201
To the Developer:	MM Anna 325, LLC Attn: Mehrdad Moayed 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234
With a copy to:	Miklos Cinclair, PLLC Attn: Robert Miklos 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

To the In-City Property Owner: BFB ANA 40 Acres, LLC
Attn: Brooks F. Bock
1701 Directors Boulevard
Austin, Texas 78744
Brooks@strategacapital.com

And to: Centurion American
Attn: Trevor Kollinger
1800 Valley View Lane, Suite 300
Farmers Branch, Texas 75234

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

14.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

14.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

14.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act, as such act was in effect on the date of such official action) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that each individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

14.6 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

14.7 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of

the Parties are performable in Collin County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Collin County District Court.

14.8 Non Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

14.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

14.10 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A-1	Metes and Bounds Description and Depiction of the Property
Exhibit A-2	Metes and Bounds Description and Depiction of the In-City Property
Exhibit A-3	Metes and Bounds Description and Depiction of the PID Property
Exhibit B	Authorized Improvements with their Budgeted Costs
Exhibit C	Concept Plan
Exhibit C-1	Amenity Center Concept Plan
Exhibit C-2	Neighborhood Trail Plan
Exhibit D	Development Standards
Exhibit E-1	Roadway Improvements
Exhibit E-2	Hurricane Creek Regional Trunk Sewer Improvements
Exhibit E-3	Waterline Improvements
Exhibit F	Home Buyer Disclosure Program
Exhibit G	Landowner Agreement
Exhibit H	City PID Bond financing and TIRZ Contribution Analysis - draft for illustration purposes only

14.11 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

14.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and Developer expressly amending the terms of this Agreement.

14.13 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[SIGNATURES PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT
BLANK]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF ANNA

By: _____
Name: Nate Pike
Title: Mayor
Date: _____

APPROVED AS TO FORM

Name: Clark McCoy
Title: City Attorney

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2019 by Nate Pike, Mayor of the City of Anna, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

DEVELOPER:

MM Anna 325, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9 day of Jun,
2019 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC,
as Manager of MM Anna 325, LLC, a Texas limited liability company on behalf of said company.




Notary Public, State of Texas

IN-CITY PROPERTY OWNER:

BFB Ana 40 Acres, LLC
a Texas limited liability company

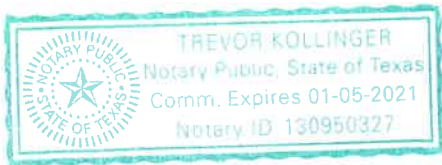
By: BFB Ana Holdings, LLC
a Texas limited liability company
Its Manager

By: The Brooks F. Bock Living Trust
Its Manager

By: 
Name: Brooks F. Bock
Its: Trustee

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on June 9 2020,
by Brooks F. Bock, Trustee of the Brooks F. Bock Living Trust, as Manager of BFB Ana Holdings, LLC, a Texas limited liability company, as Manager of BFB Ana 40 Acres, LLC, a Texas limited liability company, on behalf of said company.




Notary Public, State of Texas

Exhibit A-1

METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE PROPERTY

EXHIBIT A-3: "PID PROPERTY" 290.877 ACRES

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE Z. ROBERTS SURVEY, ABSTRACT NUMBER 760, THE J. BOYLE SURVEY, ABSTRACT NUMBER 105, THE J.M. KINCADE SURVEY, ABSTRACT NUMBER 509, THE J. ELLET SURVEY, ABSTRACT NUMBER 296, AND THE W. RATTAN SURVEY, ABSTRACT NUMBER 752 COLLIN COUNTY, TEXAS, BEING ALL OF THAT LAND DESCRIBED BY DEED TO MM ANNA 325, LLC, (TRACT 1) RECORDED IN INSTRUMENT NUMBER 20190411000386110, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID TRACT 1;

THENCE S 01°39'27"E, 46.23 FEET;

THENCE S 00°07'45"W, 239.62 FEET;

THENCE S 00°02'54"E, 240.98 FEET;

THENCE S 00°16'10"W, 240.11 FEET;

THENCE S 00°05'15"W, 193.73 FEET;

THENCE S 00°09'49"W, 159.37 FEET;

THENCE S 03°07'30"W, 136.17 FEET;

THENCE S 00°10'28"W, 117.40 FEET;

THENCE S 89°51'18"E, 18.32 FEET;

THENCE N 55°45'18"E, 13.27 FEET;

THENCE N 29°20'54"E, 61.95 FEET;

THENCE N 82°59'12"E, 29.11 FEET;

THENCE S 76°48'02"E, 38.97 FEET;

THENCE N 81°31'02"E, 42.52 FEET;

THENCE N 64°56'10"E, 12.15 FEET;

THENCE S 30°32'08"E, 25.22 FEET;

THENCE S 00°14'15"W, 13.28 FEET;

THENCE S 32°18'58"E, 21.36 FEET;

THENCE S 78°07'20"E, 14.66 FEET;

THENCE N 10°26'29"E, 17.31 FEET;

THENCE N 53°35'10"E, 21.88 FEET;

THENCE N 78°49'58"E, 15.44 FEET;

THENCE S 57°06'59"E, 24.14 FEET;

THENCE S 41°22'42"E, 62.38 FEET;

THENCE S 01°13'29"E, 28.82 FEET;

THENCE S 00°45'46"W, 119.18 FEET;

THENCE S 88°56'22"E, 602.59 FEET, TO THE NORTHEAST CORNER OF SAID MILLER AND PAYNE TRACT
RECORDED IN INSTRUMENT NUMBER 20110401000341650 AND BEING THE NORTHWEST CORNER OF
AFOREMENTIONED MILLER TRACT RECORDED IN VOLUME 2667, PAGE 671;

THENCE N 89°49'51"E, 933.16 FEET;

THENCE N 89°46'06"E, 488.86 FEET, PASSING THE NORTHEAST CORNER OF SAID MILLER TRACT AND BEING
THE NORTHWEST CORNER OF AFOREMENTIONED MILLER TRACT RECORDED IN VOLUME 1068, PAGE 507;

THENCE S 03°23'35"E, 989.07 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 277.01 FEET, THROUGH A CENTRAL ANGLE OF 38°31'54", HAVING A RADIUS OF 411.91 FEET, THE LONG CHORD WHICH BEARS S 15°52'22"W, 271.82 FEET;

THENCE S 35°08'19"W, 286.03 FEET;

THENCE S 06°06'41"W, 811.64 FEET;

THENCE S 89°56'10"W, 1154.19 FEET;

THENCE N 00°10'56"E, 232.21 FEET;

THENCE S 89°09'27"W, 794.06 FEET;

THENCE S 89°39'13"W, 1753.66 FEET;

THENCE S 89°55'39"W, 746.70 FEET;

THENCE S 89°51'39"W, 315.81 FEET;

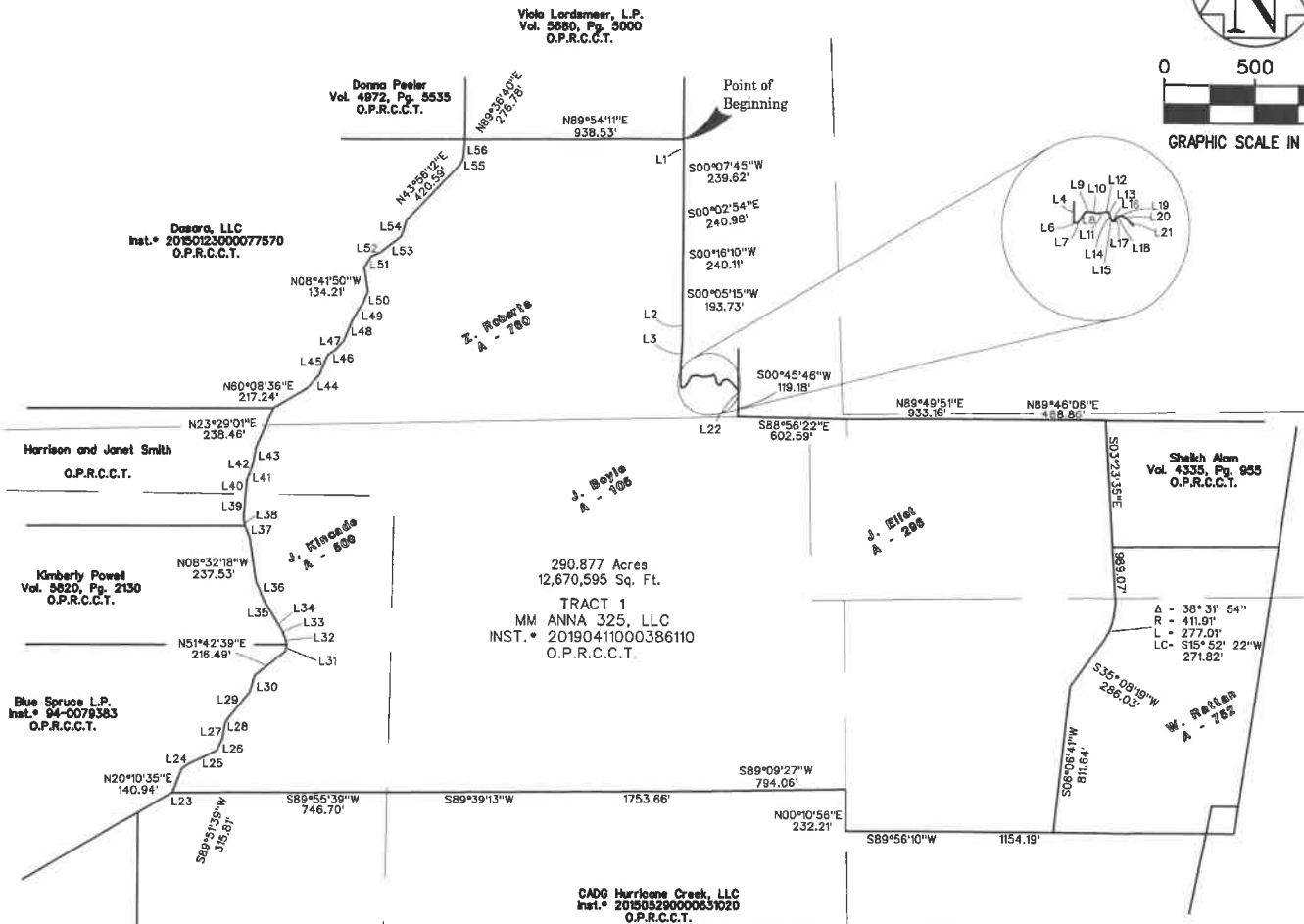
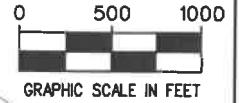
THENCE S 89°09'41"W, 111.58 FEET;

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

THENCE N 40°36'12"E, 97.96 FEET;
THENCE N 22°54'02"E, 117.90 FEET;
THENCE N 54°18'35"E, 58.08 FEET;
THENCE N 42°30'22"E, 62.53 FEET;
THENCE N 22°13'30"E, 121.36 FEET;
THENCE N 31°23'35"E, 106.80 FEET;
THENCE N 24°37'01"E, 76.66 FEET;
THENCE N 08°41'50"W, 134.21 FEET;
THENCE N 30°06'30"E, 75.08 FEET;
THENCE N 66°06'02"E, 55.48 FEET;
THENCE N 52°19'07"E, 141.40 FEET;
THENCE N 18°14'45"E, 95.78 FEET;
THENCE N 43°56'12"E, 420.59 FEET;
THENCE N 28°03'26"E, 46.51 FEET;
THENCE N 04°16'56"E, 105.49 FEET;
THENCE N 89°36'40"E, 276.78 FEET;

THENCE N 89°54'11"E, 938.53 FEET TO THE POINT OF BEGINNING AND CONTAINING
12,670,595 SQUARE FEET OR 290.877 ACRES OF LAND MORE OR LESS.

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



290.877 Acres
12,670,595 Sq. Ft.
TRACT 1
MM ANNA 325, LLC
INST. 20190411000386110
O.P.R.C.C.T.

CADG Hurricane Creek, LLC
Inst. 20180529000063020
O.P.R.C.C.T.

NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
L1	S 01° 39' 27" E	48.23'	L36	N 22° 04' 56" W	112.22'
L2	S 00° 06' 49" W	159.37'	L37	N 21° 21' 56" W	73.37'
L3	S 03° 07' 30" W	136.17'	L38	N 12° 45' 32" W	39.65'
L4	S 00° 10' 28" W	117.40'	L39	N 04° 05' 51" E	114.57'
L5	S 89° 51' 18" E	18.32'	L40	N 05° 37' 47" E	102.03'
L6	S 89° 45' 18" E	13.27'	L41	N 20° 12' 50" E	61.91'
L7	N 29° 20' 54" E	61.95'	L42	N 15° 56' 54" E	37.72'
L8	N 82° 59' 12" E	29.11'	L43	N 10° 49' 32" E	87.03'
L9	S 76° 48' 02" E	38.97'	L44	N 40° 36' 12" E	97.96'
L10	N 81° 31' 02" E	42.52'	L45	N 22° 54' 02" E	117.80'
L11	N 64° 56' 10" E	12.15'	L46	N 54° 18' 35" E	58.08'
L12	S 30° 32' 08" E	25.22'	L47	N 42° 30' 22" E	62.53'
L13	S 00° 14' 15" W	13.28'	L48	N 22° 13' 30" E	121.36'
L14	S 32° 18' 58" E	21.38'	L49	N 31° 23' 35" E	106.80'
L15	S 78° 07' 20" E	14.66'	L50	N 24° 37' 01" E	78.66'
L16	N 10° 26' 29" E	17.31'	L51	N 30° 06' 30" E	75.08'
L17	N 53° 35' 10" E	21.88'	L52	N 66° 06' 02" E	55.48'
L18	N 78° 49' 58" E	15.44'	L53	N 52° 19' 07" E	141.40'
L19	S 57° 06' 59" E	24.14'	L54	N 18° 14' 45" E	95.78'
L20	S 41° 22' 42" E	62.38'	L55	N 28° 03' 26" E	48.51'
L21	S 01° 13' 29" E	28.82'	L56	N 04° 16' 56" E	105.49'
L22	S 89° 09' 41" W	111.58'			
L23	N 55° 00' 59" E	55.72'			
L24	N 65° 08' 55" E	164.54'			
L25	N 24° 07' 01" E	75.15'			
L26	N 08° 28' 12" E	68.74'			
L27	N 18° 33' 24" E	30.27'			
L28	N 39° 07' 19" E	204.32'			
L29	N 15° 58' 26" E	96.33'			
L30	N 10° 14' 20" E	39.18'			
L31	N 16° 20' 38" W	43.77'			
L32	N 25° 38' 17" W	56.21'			
L33	N 30° 23' 51" W	42.71'			
L34	N 30° 57' 56" W	141.18'			
L35					

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EXHIBIT A-3 "PID PROPERTY" 290.877 ACRES



EXHIBIT A-2: "IN CITY PROPERTY" 31.964 ACRES

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE J. ELLET SURVEY, ABSTRACT NUMBER 296, AND THE W. RATTAN SURVEY, ABSTRACT NUMBER 752 COLLIN COUNTY, TEXAS, BEING ALL OF THAT TRACT OF LAND DESCRIBED BY DEED TO BFB ANA 40 ACRES, LLC, RECORDED IN INSTRUMENT NUMBER 20190412000390800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID BFB ANNA 40 ACRES TRACT BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO AT&T CORP. RECORDED IN INSTRUMENT NUMBER 20170308000301250 OF SAID O.P.R.C.C.T. AND BEING IN THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO ONE ANNA TWO, LTD. RECORDED IN INSTRUMENT NUMBER 20070201000151600 OF SAID O.P.R.C.C.T.

THENCE S 89°04'42"W, 832.53 FEET;

THENCE N 05°15'18"E, 811.64 FEET;

THENCE N 34°16'56"E, 286.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 277.01 FEET, THROUGH A CENTRAL ANGLE OF 38°31'54", HAVING A RADIUS OF 411.91 FEET, THE LONG CHORD WHICH BEARS N15°00'59"E, 271.82 FEET;

THENCE N 04°14'58"W, 285.02 FEET;

THENCE N 88°44'00"E, 810.23 FEET;

THENCE S 08°01'37"E, 97.91 FEET;

THENCE S 03°36'10"W, 200.49 FEET;

THENCE S 07°36'25"W, 1,157.29 FEET;

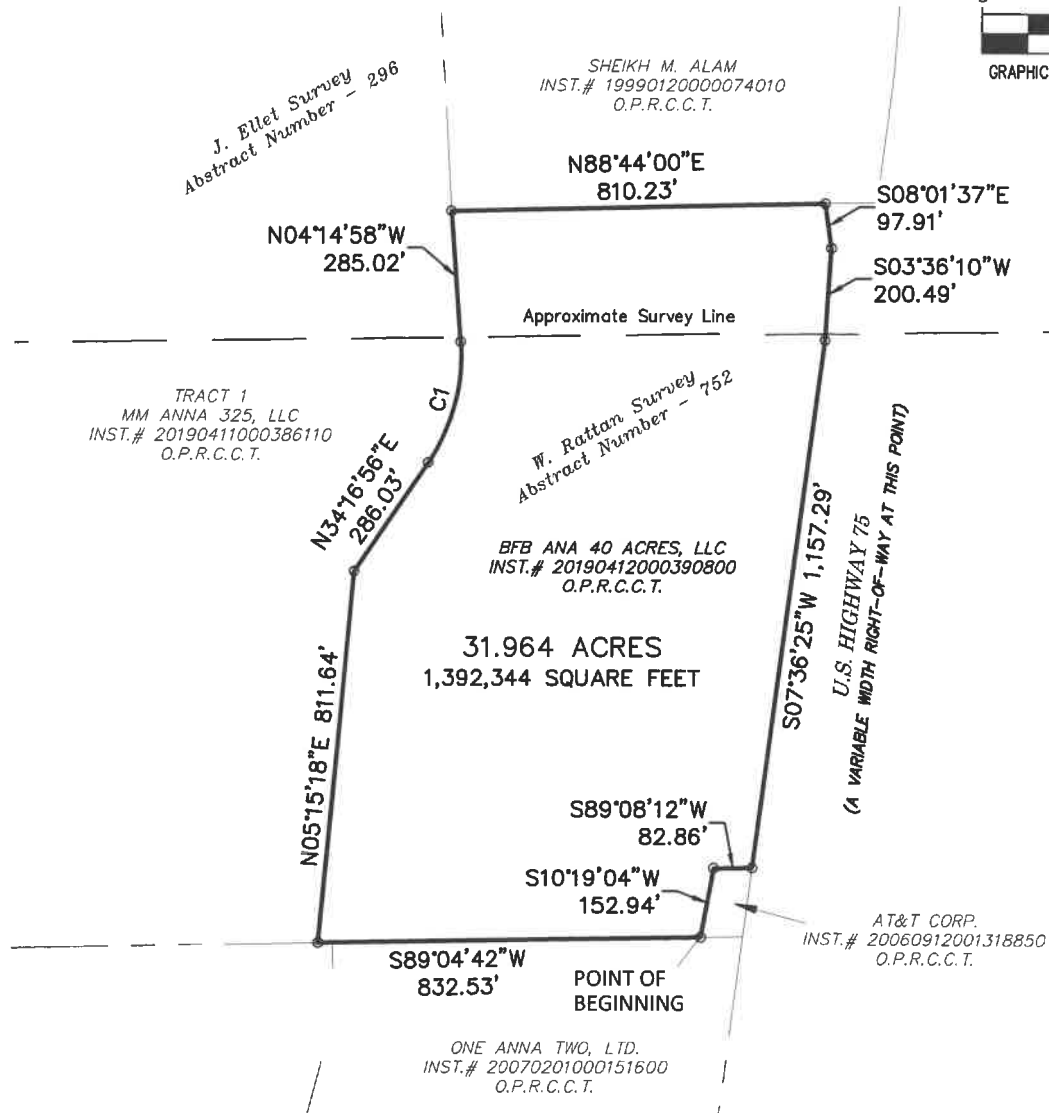
THENCE S 89°08'12"W, 82.86 FEET;

THENCE S 10°19'04"W, 152.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,392,344 SQUARE FEET OR 31.964 ACRES OF LAND MORE OR LESS.

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CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	38°31'54"	411.91'	277.01'	N15°00'59"E	271.82'



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EXHIBIT A-2 "IN CITY PROPERTY"
31.964 ACRES



Exhibit A-2
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE IN-CITY
PROPERTY

EXHIBIT A-2: "IN CITY PROPERTY" 31.964 ACRES

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE J. ELLET SURVEY, ABSTRACT NUMBER 296, AND THE W. RATTAN SURVEY, ABSTRACT NUMBER 752 COLLIN COUNTY, TEXAS, BEING ALL OF THAT TRACT OF LAND DESCRIBED BY DEED TO BFB ANA 40 ACRES, LLC, RECORDED IN INSTRUMENT NUMBER 20190412000390800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID BFB ANNA 40 ACRES TRACT BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO AT&T CORP. RECORDED IN INSTRUMENT NUMBER 20170308000301250 OF SAID O.P.R.C.C.T. AND BEING IN THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO ONE ANNA TWO, LTD. RECORDED IN INSTRUMENT NUMBER 20070201000151600 OF SAID O.P.R.C.C.T.

THENCE S 89°04'42"W, 832.53 FEET;

THENCE N 05°15'18"E, 811.64 FEET;

THENCE N 34°16'56"E, 286.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 277.01 FEET, THROUGH A CENTRAL ANGLE OF 38°31'54", HAVING A RADIUS OF 411.91 FEET, THE LONG CHORD WHICH BEARS N15°00'59"E, 271.82 FEET;

THENCE N 04°14'58"W, 285.02 FEET;

THENCE N 88°44'00"E, 810.23 FEET;

THENCE S 08°01'37"E, 97.91 FEET;

THENCE S 03°36'10"W, 200.49 FEET;

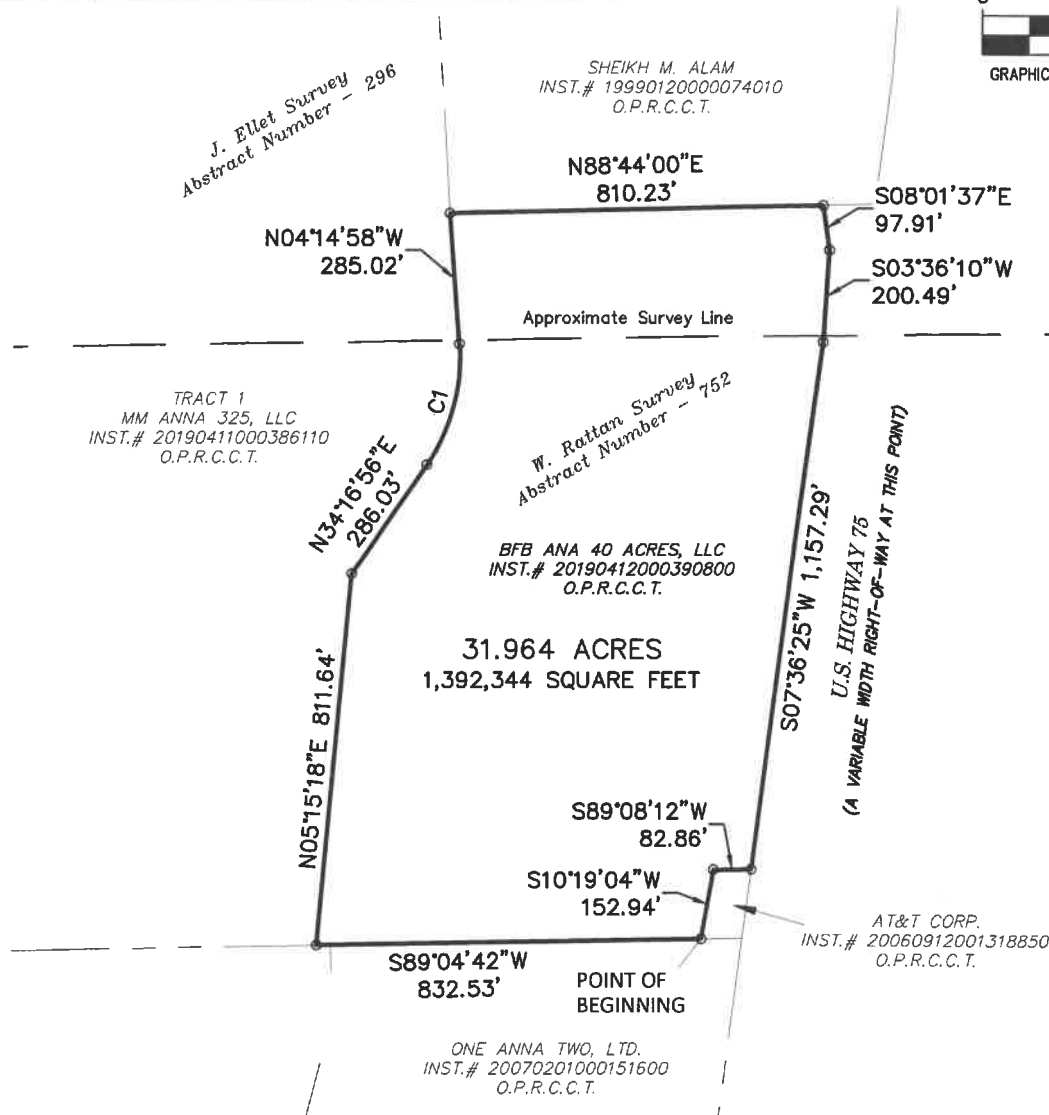
THENCE S 07°36'25"W, 1,157.29 FEET;

THENCE S 89°08'12"W, 82.86 FEET;

THENCE S 10°19'04"W, 152.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,392,344 SQUARE FEET OR 31.964 ACRES OF LAND MORE OR LESS.

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

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	38°31'54"	411.91'	277.01'	N15°00'59"E	271.82'



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

EXHIBIT A-2 "IN CITY PROPERTY"
31.964 ACRES



PELTON
LAND SOLUTIONS

11000 FRISCO ST. SUITE 400
FRISCO, TX 75033 469-213-1800

JOB #: CEN18001

DRAWN BY: MYOST

CHECKED BY: SRAMSEY

DATE: 6/08/2020

PAGE #: 1 OF 1

Exhibit A-3
METES AND BOUNDS DESCRIPTION AND DEPICTION OF THE PID PROPERTY

EXHIBIT A-3: "PID PROPERTY" 290.877 ACRES

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE Z. ROBERTS SURVEY, ABSTRACT NUMBER 760, THE J. BOYLE SURVEY, ABSTRACT NUMBER 105, THE J.M. KINCADE SURVEY, ABSTRACT NUMBER 509, THE J. ELLET SURVEY, ABSTRACT NUMBER 296, AND THE W. RATTAN SURVEY, ABSTRACT NUMBER 752 COLLIN COUNTY, TEXAS, BEING ALL OF THAT LAND DESCRIBED BY DEED TO MM ANNA 325, LLC, (TRACT 1) RECORDED IN INSTRUMENT NUMBER 20190411000386110, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID TRACT 1;

THENCE S 01°39'27"E, 46.23 FEET;

THENCE S 00°07'45"W, 239.62 FEET;

THENCE S 00°02'54"E, 240.98 FEET;

THENCE S 00°16'10"W, 240.11 FEET;

THENCE S 00°05'15"W, 193.73 FEET;

THENCE S 00°09'49"W, 159.37 FEET;

THENCE S 03°07'30"W, 136.17 FEET;

THENCE S 00°10'28"W, 117.40 FEET;

THENCE S 89°51'18"E, 18.32 FEET;

THENCE N 55°45'18"E, 13.27 FEET;

THENCE N 29°20'54"E, 61.95 FEET;

THENCE N 82°59'12"E, 29.11 FEET;

THENCE S 76°48'02"E, 38.97 FEET;

THENCE N 81°31'02"E, 42.52 FEET;

THENCE N 64°56'10"E, 12.15 FEET;

THENCE S 30°32'08"E, 25.22 FEET;

THENCE S 00°14'15"W, 13.28 FEET;

THENCE S 32°18'58"E, 21.36 FEET;

THENCE S 78°07'20"E, 14.66 FEET;

THENCE N 10°26'29"E, 17.31 FEET;

THENCE N 53°35'10"E, 21.88 FEET;

THENCE N 78°49'58"E, 15.44 FEET;

THENCE S 57°06'59"E, 24.14 FEET;

THENCE S 41°22'42"E, 62.38 FEET;

THENCE S 01°13'29"E, 28.82 FEET;

THENCE S 00°45'46"W, 119.18 FEET;

THENCE S 88°56'22"E, 602.59 FEET, TO THE NORTHEAST CORNER OF SAID MILLER AND PAYNE TRACT
RECORDED IN INSTRUMENT NUMBER 20110401000341650 AND BEING THE NORTHWEST
CORNER OF
AFOREMENTIONED MILLER TRACT RECORDED IN VOLUME 2667, PAGE 671;

THENCE N 89°49'51"E, 933.16 FEET;

THENCE N 89°46'06"E, 488.86 FEET, PASSING THE NORTHEAST CORNER OF SAID MILLER
TRACT AND BEING
THE NORTHWEST CORNER OF AFOREMENTIONED MILLER TRACT RECORDED IN
VOLUME 1068, PAGE 507;

THENCE S 03°23'35"E, 989.07 FEET, TO THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 277.01 FEET, THROUGH
A CENTRAL ANGLE OF 38°31'54", HAVING A RADIUS OF 411.91 FEET, THE LONG CHORD
WHICH BEARS S 15°52'22"W, 271.82 FEET;

THENCE S 35°08'19"W, 286.03 FEET;

THENCE S 06°06'41"W, 811.64 FEET;

THENCE S 89°56'10"W, 1154.19 FEET;

THENCE N 00°10'56"E, 232.21 FEET;

THENCE S 89°09'27"W, 794.06 FEET;

THENCE S 89°39'13"W, 1753.66 FEET;

THENCE S 89°55'39"W, 746.70 FEET;

THENCE S 89°51'39"W, 315.81 FEET;

THENCE S 89°09'41"W, 111.58 FEET;

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

THENCE N 40°36'12"E, 97.96 FEET;

THENCE N 22°54'02"E, 117.90 FEET;

THENCE N 54°18'35"E, 58.08 FEET;

THENCE N 42°30'22"E, 62.53 FEET;

THENCE N 22°13'30"E, 121.36 FEET;

THENCE N 31°23'35"E, 106.80 FEET;

THENCE N 24°37'01"E, 76.66 FEET;

THENCE N 08°41'50"W, 134.21 FEET;

THENCE N 30°06'30"E, 75.08 FEET;

THENCE N 66°06'02"E, 55.48 FEET;

THENCE N 52°19'07"E, 141.40 FEET;

THENCE N 18°14'45"E, 95.78 FEET;

THENCE N 43°56'12"E, 420.59 FEET;

THENCE N 28°03'26"E, 46.51 FEET;

THENCE N 04°16'56"E, 105.49 FEET;

THENCE N 89°36'40"E, 276.78 FEET;

THENCE N 89°54'11"E, 938.53 FEET TO THE POINT OF BEGINNING AND CONTAINING
12,670,595 SQUARE FEET OR 290.877 ACRES OF LAND MORE OR LESS.

Exhibit B
AUTHORIZED IMPROVEMENTS WITH THEIR BUDGETED COSTS



OPINION OF PROBABLE COST
CENTURION AMERICAN - SHERLEY TRACT, PHASE 1
City of Anna, Collin County, Texas

348 TOTAL LOTS
61.3 SINGLE FAMILY/TH ACRES
9.0 THOROUGHFARE ACRES
11,250 LOCAL LENGTH OF STREETS (FT)
5,920 MINOR ARTERIAL LENGTH (FT)

Project Number: CEN18001
Prepared For: CENTURION AMERICAN
Date: April 30, 2020
File Name: SHERLEY - PHASE 1
Prepared by: THM
Checked by: CAL

CONSTRUCTION COSTS

SUMMARY	MI Costs	PID Costs	Private Costs	Total Costs
DESCRIPTION				
1 - Earthwork	\$132,960	\$300,480	\$558,035	\$991,475
2 - Retaining Walls	\$0	\$0	\$339,330	\$339,330
3 - Water	\$390,689	\$969,453	\$0	\$1,360,142
4 - Sanitary Sewer	\$0	\$925,840	\$0	\$925,840
5 - Storm	\$668,780	\$735,270	\$0	\$1,404,050
6 - Paving	\$1,558,867	\$1,883,780	\$0	\$3,442,647
7 - Street Lights & Signs	\$177,800	\$87,675	\$0	\$265,475
8 - Screen Walls & Entry Monument	\$0	\$345,000	\$0	\$345,000
9 - Landscaping and Irrigation	\$0	\$59,960	\$0	\$59,960
10 - Amenities	-	-	-	\$0
11 - District Formation	-	-	-	\$0
TOTAL CONSTRUCTION COSTS	\$2,929,096	\$5,307,458	\$897,365	\$9,133,919

MISCELLANEOUS COSTS

DESCRIPTION	QTY	UNIT	AMOUNT	AMOUNT	AMOUNT	TOTAL
Engineering & Surveying (12% of items 1-6 above)	1	LS	\$330,156	\$577,779	\$66,964	\$974,898
SWPPP (plan preparation & inspections)	1	LS	\$9,000	\$6,000	\$6,000	\$21,000
Preliminary Platting Fee (\$325 + \$5/LOT)	1	LS	\$2,065	\$0	\$0	\$2,065
Final Platting Fee (\$325 + \$5/LOT)	1	LS	\$2,065	\$0	\$0	\$2,065
Maintenance Bond (2% of Pvg & Util Contracts)	2%	%	\$52,370	\$90,290	\$0	\$142,660
Engineering Review Fee	1	LS	\$2,500	\$0	\$0	\$2,500
Inspection Fee	4%	%	\$117,160	\$212,300	\$35,890	\$365,350
Geotechnical Testing (10% of Earthwork)	10%	%	\$13,300	\$30,050	\$55,800	\$99,150
12 - TOTAL MISC. COSTS			\$528,616	\$916,419	\$164,654	\$1,609,688

SUMMARY

Construction Costs			\$2,929,096	\$5,307,458	\$897,365	\$9,133,919
Miscellaneous Costs			\$528,616	\$916,419	\$164,654	\$1,609,688
13 - Contingency Costs	5%		\$172,886	\$311,194	\$53,101	\$537,180
NET PROJECT COSTS			\$3,630,600	\$6,535,070	\$1,115,120	\$11,280,790

Per Acre: \$184,026
Per Lot: \$32,416

Bv/Checked	Description	Date	Previous Cost
AM	Original Estimate	DK Landplan 12/3/2018	\$ 10,808,289
CAL	Revised Landplan	DK Landplan 8/2/2019	\$ 3,983,670
THM	Revised phase 1 limits	DK Landplan 8/9/2019	\$ 5,223,470
CAL	Revised unit costs and inspection fees	DK Landplan 10/14/2019	\$ 11,322,720
MPP	Checked/revised cell formulas	DK Landplan 11/26/2019	\$ 12,860,980
MPP	Deleted 30" MI sewer line	DK Landplan 4/30/2020	\$ 12,861,310

GENERAL NOTES (PAGE 1)

- 1) This estimate is based on the land plan prepared by Peloton Land Solutions dated 7/18/19. Actual quantities will be determined at the conclusion of the final construction plans.
- 2) Earthwork quantities do not include costs for rock excavation. 2' of cut across the entire site was used for the purposes of determining earthwork. A preliminary geotechnical was not cross referenced for this task
- 3) Sidewalks adjacent to residential lots are excluded from the cost estimate. Sidewalks are assumed to be constructed by the home builder, except to where adjacent to park detention or open space. ADA ramps are required to be built by the developer and are included in this estimate.
- 4) All fees need to be verified by the City of Anna.
- 5) Impact fees and Park fees are not included in this estimate.
- 6) Franchise costs are not included in this estimate.
- 7) This estimate does not include costs for tree mitigation.
- 8) Costs for exposed beams have been excluded from this estimate.
- 9) The lot grading assumptions are as follows: The use of a maximum 1' exposed beam, a maximum backyard slope of 10:1, 1% minimum grade, and a 3:1 maximum slope of side yards.
- 10) This estimate does not include moisture conditioning. Should it be necessary, the actual cost would be dependent on the final geotechnical report. No street moisture conditioning was included in this estimate.
- 11) Cost estimate does not include costs for detention. A preliminary downstream analysis has not been conducted. This cost estimate assumes Oncor will allow for utility crossings within their easement
- 12) This cost estimate assumes for the 12" offsite waterline to be looped into an existing waterlines at the north ends of Standridge Blvd. and Shadybrook Trail, as constructed with Villages of Hurricane Creek, Phase 1
- 13) Costs shown herein exclude interest, legal fees, other services provided by others, off-site sanitary sewer pro-rata, off-site water line improvements, telephone service, off-site easement preparation & procurement, impact fees, or other costs not specifically addressed, rock excavation, jurisdictional determination and permit processing, and brick pavers. Engineering costs do not include cost for staking retaining walls.
- 14) Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable development cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids, or the development cost will not vary from opinions of probable cost prepared by him. If the owner wishes greater assurance as to the development cost, he shall employ an independent cost estimator.
- 15) This estimate has been modified to reflect City of Anna being responsible for constructing the Hurricane Creek sanitary sewer lines (Projects D & E) as shown on the Conceptual Alignment Exhibit dated May 2018. No costs for this construction are contained within this estimate.

MI COSTS

OFFSITE EXCAVATION (STANDRIDGE PKWY., E-W COLLECTOR AND SHADYBROOK TRAIL)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Clear, Strip & Grub	9.00	AC	2,500.00	22,500.00
Excavation (2 foot Cut)	35,080	CY	2.50	87,700.00
Silt Fence	11,840	LF	1.50	17,760.00
Removal & Disposal of Unsuitable Materials	1	LS	5,000.00	5,000.00
TOTAL EXCAVATION				\$132,960.00

OFFSITE WATER (STANDRIDGE PKWY., E-W COLLECTOR AND SHADYBROOK TRAIL)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
12" PVC Water Line (STANDRIDGE BLVD, E-W COLLECTOR)	3,790	LF	45.00	170,550.00
8" PVC Water Line (SHADYBROOK TRAIL)	2,680	LF	24.00	64,320.00
12" Gate Valve & Box	18	EA	2,400.00	43,200.00
8" Gate Valve & Box	9	EA	1,400.00	12,600.00
Fire Hydrant Assembly (inc. 6" Gate Valve)	15	EA	4,200.00	63,000.00
Cast Iron Fittings	3	TN	6,000.00	19,800.00
Concrete Blocking - Type B	10	CY	150.00	1,485.00
Trench Safety	6,470	LF	1.00	6,470.00
Testing (Excluding Geotech)	6,470	LF	1.20	7,764.00
Connect to Existing Water Stub	2	EA	750.00	1,500.00
TOTAL OFFSITE WATER				\$390,689.00

OFFSITE SANITARY SEWER MAIN ALONG HURRICANE CREEK				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
30" Sanitary Sewer Main (PS115, ASTM F679)	5,400	LF		0.00
15" Sanitary Sewer Main (SDR-35)	580	LF		0.00
12" Sanitary Sewer Main (SDR-35)	2,820	LF		0.00
6' Dia. Manhole w/ epoxy coating	12	EA		0.00
5' Dia. Manhole w/ epoxy coating	13	EA		0.00
Manhole - Vacuum test	25	EA		0.00
Connect to Existing Sewer Stub	2	EA		0.00
Trench Safety	8,800	LF		0.00
Post Construction CCTV	8,800	LF		0.00
TOTAL SEWER				\$0.00

STORM DRAINAGE (STANDRIDGE PKWY., E-W COLLECTOR AND SHADYBROOK TRAIL)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
18" RCP	400	LF	53.00	21,200.00
21" RCP	150	LF	57.00	8,550.00
24" RCP	440	LF	67.00	29,480.00
30" RCP	40	LF	85.00	3,400.00
36" RCP	50	LF	109.00	5,450.00
42" RCP	820	LF	146.00	119,720.00
48" RCP	300	LF	176.00	52,800.00
2-5'x5' RCB	170	LF	625.00	106,250.00
2-7'x4' RCB	160	LF	850.00	136,000.00
4'x4' Drop Inlet	1	EA	4,000.00	4,000.00
10' Std. Curb Inlet	6	EA	4,000.00	24,000.00
15' Std. Curb Inlet	6	EA	5,100.00	30,600.00
20' Std. Curb Inlet	2	EA	6,000.00	12,000.00
5' Square Stormwater Manhole	2	EA	5,500.00	11,000.00
42" Headwall	1	EA	4,750.00	4,750.00
54" Headwall	1	EA	6,250.00	6,250.00
2-5'x5' Headwall	2	EA	13,000.00	26,000.00
2-7'x4' Headwall	2	EA	15,000.00	30,000.00
Trench Safety	2,530	LF	1.00	2,530.00
Rip Rap	140	SY	90.00	12,600.00
Inlet/SDMH Protectors	15	EA	130.00	1,950.00
Onsite Channel (Concrete)	2,700	SF	7.50	20,250.00
TOTAL STORM				\$668,780.00

MI COSTS

OFFSITE PAVING (STANDRIDGE PKWY., E-W COLLECTOR AND SHADYBROOK TRAIL)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" Conc Pavement w/ 1 - 25' B-B (Standridge Pkwy.)	2,916	SY	48.00	139,968.00
8" Conc Pavement w/ 2 - 25' B-B (E-W Coll. & Shadybrook Tr.)	3,940	SY	48.00	189,120.00
8" Conc Pavement w/ 40' B-B (E-W Coll. & Shadybrook Tr.)	18,500	SY	48.00	888,000.00
6" Lime Stabilized Subgrade	27,892	SY	3.20	89,253.12
*Hydrated Lime (36#/SY)	510	TONS	164.00	83,640.00
4', 4" Conc. Sidewalk	11,840	SF	5.65	66,896.00
Curlex	11,840	LF	1.00	11,840.00
B/F Ramps	46	EA	1,525.00	70,150.00
Standard Street Header	400	LF	25.00	10,000.00
Standard Street Barricade	400	LF	25.00	10,000.00
TOTAL PAVING				\$1,558,867.12
STREET LIGHTS & SIGNS (STANDRIDGE PKWY., E-W COLLECTOR AND SHADYBROOK TRAIL)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Street Light - 2 Fixtures (400' spacing)	15	EA	5,000.00	74,000.00
Street Light - 1 Fixture (at intersections)	16	EA	3,000.00	48,000.00
Conduit - 2 Inch - Open Cut - Sched. 40 (Street Lights)	4,700	LF	10.00	47,000.00
Sign Posts/Street Name Blades	16	EA	550.00	8,800.00
TOTAL STREET LIGHTS & SIGNS				\$177,800.00

PID DIRECT

EARTHWORK				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
35% of private earthwork cost is associated with streets				\$300,480.25

ONSITE WATER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" PVC Water Line	14,090	LF	24.00	338,160.00
8" Gate Valve & Box	58	EA	1,400.00	81,200.00
1" Water Service - Residential	348	EA	875.00	304,500.00
Fire Hydrant Assembly (inc. 6" Gate Valve)	39	EA	4,200.00	163,800.00
Sampling Station	1	EA	5,000.00	5,000.00
Cast Iron Fittings	7	TN	6,000.00	42,600.00
Concrete Blocking - Type B	21	CY	150.00	3,195.00
Trench Safety	14,090	LF	1.00	14,090.00
Testing (Excluding Geotech)	14,090	LF	1.20	16,908.00
TOTAL WATER				\$969,453.00

SANITARY SEWER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" Sanitary Sewer Main (SDR-35)	12,640	LF	35.00	442,400.00
4' Dia. Manhole w/ epoxy coating	46	EA	5,100.00	234,600.00
Manhole - Vacuum test	46	EA	150.00	6,900.00
4" Sewer Service with cleanouts	348	EA	585.00	203,580.00
Connect to Existing Sewer Stub	2	EA	1,800.00	3,600.00
Trench Safety	12,640	LF	1.00	12,640.00
Post Construction CCTV	12,640	LF	1.75	22,120.00
TOTAL SEWER				\$925,840.00

STORM				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
18" RCP	360	LF	53.00	19,080.00
21" RCP	150	LF	57.00	8,550.00
24" RCP	1,050	LF	67.00	70,350.00
30" RCP	1,610	LF	85.00	136,850.00
36" RCP	50	LF	109.00	5,450.00
42" RCP	250	LF	146.00	36,500.00
48" RCP	550	LF	176.00	96,800.00
54" RCP	600	LF	177.00	106,200.00
4'x4' Drop Inlet	2	EA	4,000.00	8,000.00
10' Std. Curb Inlet	18	EA	4,000.00	72,000.00
15' Std. Curb Inlet	8	EA	5,100.00	40,800.00
20' Std. Curb Inlet	6	EA	6,000.00	36,000.00
4' Square Stormwater Manhole	2	EA	4,500.00	9,000.00
5' Square Stormwater Manhole	1	EA	5,500.00	5,500.00
6' Square Stormwater Manhole	1	EA	6,500.00	6,500.00
24" Headwall	1	EA	2,000.00	2,000.00
30" Headwall	3	EA	3,500.00	10,500.00
36" Headwall	1	EA	4,250.00	4,250.00
42" Headwall	1	EA	4,750.00	4,750.00
54" Headwall	2	EA	6,250.00	12,500.00
Trench Safety	4,620	LF	1.00	4,620.00
Rip Rap	160	SY	90.00	14,400.00
Inlet/SDMH Protectors	34	EA	130.00	4,420.00
Onsite Channel (Concrete)	2,700	SF	7.50	20,250.00
TOTAL STORM				\$735,270.00

PID DIRECT

PAVING				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
6" Conc Pavement w/ 31' B-B	40,700	SY	38.00	1,546,600.00
6" Lime Stabilized Subgrade	44,800	SY	3.20	143,360.00
*Hydrated Lime (36#/SY)	810	TONS	164.00	132,840.00
4', 4" Conc. Sidewalk	3,240	SF	5.75	18,630.00
B/F Ramps	12	EA	1,525.00	18,300.00
Curlex	22,500	LF	1.00	22,500.00
Standard Street Header	31	LF	25.00	775.00
Standard Street Barricade	31	LF	25.00	775.00
TOTAL PAVING				\$1,883,780.00

STREET LIGHTS & SIGNS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Street Light - 1 Fixture (at intersections)	28	EA	3,000.00	84,375.00
Sign Posts/Street Name Blades	6	EA	550.00	3,300.00
TOTAL STREET LIGHTS & SIGNS				\$87,675.00

SCREENING WALLS & ENTRY MONUMENTS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
6' Brick Thinwall	2,050	LF	100.00	205,000.00
Entry Feature	4	EA	35,000.00	140,000.00
TOTAL SCREENING WALLS & ENTRY MONUMENTS				\$345,000.00

LANDSCAPING & IRRIGATION				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Water Service 2" Irrigation Line	8	EA	2,400.00	19,200.00
2-4" PVC Irrigation Sleeve - Schedule 40 (Street Intersections)	320	LF	18.00	5,760.00
Landscape	1	LS	25,000.00	25,000.00
Miscellaneous Mowing, Cleanup & Haul-Off	1	LS	10,000.00	10,000.00
TOTAL LANDSCAPING & IRRIGATION				\$59,960.00

PRIVATE

EARTHWORK				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Clear, Strip & Grub	61.3	AC	2,500.00	153,250.00
Excavation (2 foot Cut)	226,900	CY	2.50	567,250.00
Rough Lot Grading	348	LOT	200.00	69,600.00
Final Lot Grading	348	LOT	110.00	38,280.00
Silt Fence	10,090	LF	1.50	15,135.00
Rock Check Dam	6	EA	1,000.00	6,000.00
Construction Entrance	2	EA	2,000.00	4,000.00
Removal & Disposal of Unsuitable Materials	1	LS	5,000.00	5,000.00
TOTAL EARTHWORK				\$858,515.00

65% of private earthwork not associated with streets

\$558,034.75

RETAINING WALLS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
2' Retaining Wall	2,890	LF	50.00	144,500.00
3' Retaining Wall	300	LF	65.00	19,500.00
4' Retaining Wall	890	LF	82.00	72,980.00
5' Retaining Wall (Structural)	50	LF	100.00	5,000.00
6' Retaining Wall (Structural)	440	LF	120.00	52,800.00
8' Retaining Wall (Structural)	270	LF	165.00	44,550.00
TOTAL RETAINING WALLS				\$339,330.00



OPINION OF PROBABLE COST
CENTURION AMERICAN - REMAINDER SHERLEY 554
 City of Anna, Collin County, Texas

554 TOTAL LOTS
 142.0 SINGLE FAMILY ACRES
 19.1 THOROUGHFARE ACRES
 11.9 COLLECTOR ACRES
 22,280 LOCAL LENGTH OF STREETS (FT)
 16,270 COLLECTOR LENGTHS (FT)

Project Number: CEN18001
Prepared For: CENTURION AMERICAN
Date: April 30, 2020
File Name: REMAINDER SHERLEY 554 OPC
Prepared by: TJW
Checked by: CAL

CONSTRUCTION COSTS

SUMMARY	MI Costs	PID Costs	Private Costs	Total Costs
DESCRIPTION				
1 - Earthwork	\$369,410	\$596,830	\$1,108,398	\$2,074,638
2 - Retaining Walls	\$0	\$0	\$1,425,085	\$1,425,085
3 - Water	\$1,286,889	\$1,599,121	\$0	\$2,886,010
4 - Sanitary Sewer	\$0	\$1,682,193	\$0	\$1,682,193
5 - Storm	\$1,581,895	\$1,267,660	\$0	\$2,849,555
6 - Paving	\$3,446,675	\$3,576,419	\$0	\$7,023,093
7 - Street Lights & Signs	\$151,150	\$180,700	\$0	\$331,850
8 - Screen Walls & Entry Monument	\$0	\$967,500	\$0	\$967,500
9 - Landscaping and Irrigation	\$0	\$103,400	\$0	\$103,400
10 - Amenities	-	-	-	\$0
11 - District Formation	-	-	-	\$0
TOTAL CONSTRUCTION COSTS	\$6,836,019	\$9,973,822	\$2,533,483	\$19,343,323

MISCELLANEOUS COSTS

DESCRIPTION	QTY	UNIT	AMOUNT	AMOUNT	AMOUNT	TOTAL
Engineering & Surveying (12% of items 1-6 above)	1	LS	\$802,184	\$1,046,667	\$133,008	\$1,981,859
SWPPP (plan preparation & inspections)	1	LS	\$9,000	\$6,000	\$6,000	\$21,000
Preliminary Platting Fee (\$325 + \$5/LOT)	1	LS	\$3,095	\$0	\$0	\$3,095
Final Platting Fee (\$325 + \$5/LOT)	1	LS	\$3,095	\$0	\$0	\$3,095
Maintenance Bond (2% of Pvg & Util Contracts)	2%	%	\$126,310	\$162,510	\$0	\$288,820
Engineering Review Fee	1	LS	\$2,500	\$0	\$0	\$2,500
Inspection Fee	4%	%	\$273,440	\$398,950	\$101,340	\$773,730
Geotechnical Testing (10% of Earthwork)	10%	%	\$36,940	\$59,680	\$110,840	\$207,460
12 - TOTAL MISC. COSTS			\$1,256,564	\$1,673,807	\$351,188	\$3,281,559

SUMMARY

Construction Costs		\$6,836,019	\$9,973,822	\$2,533,483	\$19,343,323
Miscellaneous Costs		\$1,256,564	\$1,673,807	\$351,188	\$3,281,559
13 - Contingency Costs	5%	\$404,629	\$582,381	\$144,234	\$1,131,244
NET PROJECT COSTS		\$8,497,210	\$12,230,010	\$3,028,900	\$23,756,130

Per Acre: **\$167,297**
Per Lot: **\$42,881**

By/Checked	Description	Date	Previous Cost
TJW/CAL	Original Estimate	8/6/2019	\$ 28,536,800
CAL	Revised layout removing Sherley 348 costs	8/19/2019	\$ 14,194,230
CAL	Revised Unit Prices per CA, 4% insp. Fee	10/15/2019	\$ 16,019,590
MPP	Checked/revised cell formulas	11/26/2019	\$ 17,488,410
MPP	Deleted 30" & 12" MI sewer	4/30/2020	\$ 24,288,850

GENERAL NOTES (PAGE 1)

- 1) This estimate is based on the land plan prepared by Peloton Land Solutions dated 7/18/19. Actual quantities will be determined at the conclusion of the final construction plans.
- 2) Earthwork quantities do not include costs for rock excavation. 2' of cut across the entire site was used for the purposes of determining earthwork. A preliminary geotechnical was not cross referenced for this task
- 3) Sidewalks adjacent to residential lots are excluded from the cost estimate. Sidewalks are assumed to be constructed by the home builder, except to where adjacent to park detention or open space. ADA ramps are required to be built by the developer and are included in this estimate.
- 4) All fees need to be verified by the City of Anna.
- 5) Fees listed for Platting, Engineering, SWPPP, etc., are based on the assumption the entire project is developed in one phase.
- 6) This estimate has been modified to reflect City of Anna being responsible for constructing the Hurricane Creek sanitary sewer lines (Projects D & E) as shown on the Conceptual Alignment Exhibit dated May 2018. No costs for this construction are contained within this estimate.
- 7) Impact fees and Park fees are not included in this estimate.
- 8) Franchise costs are not included in this estimate.
- 9) This estimate does not include costs for tree mitigation.
- 10) Costs for exposed beams have been excluded from this estimate.
- 11) The lot grading assumptions are as follows: The use of a maximum 1' exposed beam, a maximum backyard slope of 10:1, 1% minimum grade, and a 3:1 maximum slope of side yards.
- 12) This estimate does not include moisture conditioning. Should it be necessary, the actual cost would be dependent on the final geotechnical report. No street moisture conditioning was included in this estimate.
- 13) Cost estimate does not include costs for detention. A preliminary downstream analysis has not been conducted. This cost estimate assumes Oncor will allow for utility crossings within their easement
- 14) This cost estimate assumes for the 12" offsite waterline to be looped into an existing waterlines at the north ends of Standridge Blvd. and Shadybrook Trail, as constructed with Sherley Tract, Phase 1
- 15) Cost estimate does not include acquiring offsite easements for 30" sanitary sewer, 12" water or ROW for Standridge Blvd.
- 16) Rosemond Pkwy. at gas and electric easements will need approval for non-90 degree crossings.
- 17) Costs shown herein exclude interest, legal fees, other services provided by others, off-site sanitary sewer pro-rata, off-site water line improvements, telephone service, off-site easement preparation & procurement, impact fees, or other costs not specifically addressed, rock excavation, jurisdictional determination and permit processing, and brick pavers. Engineering costs do not include cost for staking retaining walls.
- 18) Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable development cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids, or the development cost will not vary from opinions of probable cost prepared by him. If the owner wishes greater assurance as to the development cost, he shall employ an independent cost estimator.

MI COSTS

OFFSITE EXCAVATION (STANDRIDGE BLVD., ROSAMOND PKWY AND N/S COLLECTORS)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Clear, Strip & Grub	31.00	AC	2,500.00	77,500.00
Excavation (2 foot Cut)	100,100	CY	2.50	250,250.00
Silt Fence	24,440	LF	1.50	36,660.00
Removal & Disposal of Unsuitable Materials	1	LS	5,000.00	5,000.00
TOTAL EXCAVATION				\$369,410.00

OFFSITE WATER (ALONG ROSAMOND PKWY. AND US 75)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
12" PVC Water Line (along Rosamond Pkwy and US 75)	10,170	LF	45.00	457,650.00
12" Jack and Bore (TxDOT Crossing)	800	LF	500.00	400,000.00
8" PVC Water Line	5,050	LF	24.00	121,200.00
8" Jack and Bore (Creek Crossing)	150	LF	375.00	56,250.00
12" Gate Valve & Box	20	EA	2,400.00	48,000.00
8" Gate Valve & Box	37	EA	1,400.00	51,800.00
Fire Hydrant Assembly (inc. 6" Gate Valve)	15	EA	4,200.00	63,000.00
Cast Iron Fittings	8	TN	6,000.00	48,600.00
Concrete Blocking - Type B	24	CY	150.00	3,645.00
Connect to Existing Water Stub	2	EA	750.00	1,500.00
Trench Safety	16,020	LF	1.00	16,020.00
Testing (Excluding Geotech)	16,020	LF	1.20	19,224.00
TOTAL OFFSITE WATER				\$1,286,889.00

OFFSITE SANITARY SEWER MAIN (ALONG HURRICANE CREEK SOUTH TO FM 455)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
30" Sanitary Sewer Main (PS115, ASTM F679)	1,160	LF		0.00
12" Sanitary Sewer Main (SDR-35)	3,300	LF		0.00
6' Dia. Manhole w/ epoxy coating	3	EA		0.00
5' Dia. Manhole w/ epoxy coating	8	EA		0.00
Manhole - Vacuum test	11	EA		0.00
Connect to Existing Sewer Stub	1	EA		0.00
Trench Safety	4,460	LF		0.00
Post Construction CCTV	4,460	LF		0.00
TOTAL SEWER				\$0.00

STORM (STANDRIDGE BLVD., ROSAMOND PKWY AND N/S COLLECTORS)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
18" RCP	670	LF	53.00	35,510.00
21" RCP	1,535	LF	57.00	87,495.00
24" RCP	1,325	LF	67.00	88,775.00
27" RCP	525	LF	75.00	39,375.00
30" RCP	225	LF	85.00	19,125.00
36" RCP	225	LF	109.00	24,525.00
42" RCP	1,755	LF	146.00	256,230.00
48" RCP	180	LF	176.00	31,680.00
5'x3' RCB	725	LF	240.00	174,000.00
6'x3' RCB	250	LF	360.00	90,000.00
7'x4' RCB	75	LF	440.00	33,000.00
3-8'x5' RCB	100	LF	1,325.00	132,500.00
4-8'x6' RCB	100	LF	1,700.00	170,000.00
10' Std. Curb Inlet	22	EA	4,000.00	88,000.00
15' Std. Curb Inlet	12	EA	5,100.00	61,200.00
20' Std. Curb Inlet	4	EA	6,000.00	24,000.00
6' x 6' Junction Box	7	EA	7,500.00	52,500.00
27" Headwall	2	EA	3,000.00	6,000.00
42" Headwall	1	EA	4,750.00	4,750.00
48" Headwall	1	EA	5,850.00	5,850.00
6'x3' Headwall	1	EA	6,500.00	6,500.00
7'x4' Headwall	1	EA	7,250.00	7,250.00
3-8'x5' Headwall	2	EA	20,000.00	40,000.00
4-8'x6' Headwall	2	EA	27,500.00	55,000.00
Trench Safety	7,690	LF	1.00	7,690.00
Rip Rap	225	SY	90.00	20,250.00
Inlet/SDMH Protectors	38	EA	130.00	4,940.00
Onsite Channel (Concrete)	2,100	SF	7.50	15,750.00
TOTAL STORM				\$1,581,895.00

MI COSTS

OFFSITE PAVING (STANDRIDGE BLVD., ROSAMOND PKWY AND N/S COLLECTORS)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" Conc Pavement w/ 1 - 25' B-B - STANDRIDGE BLVD.	4,722	SY	48.00	226,656.00
8" Conc Pavement w/ 2 - 25' B-B - ROSAMOND PKWY.	38,445	SY	48.00	1,845,360.00
8" Conc Pavement w/ 40' B-B - N/S COLLECTORS	16,000	SY	48.00	768,000.00
6" Lime Stabilized Subgrade	65,084	SY	3.20	208,267.84
*Hydrated Lime (36#/SY)	1,180	TONS	164.00	193,520.00
4', 4" Conc. Sidewalk	22,740	SF	5.65	128,481.00
Curlex	24,440	LF	1.00	24,440.00
B/F Ramps	30	EA	1,525.00	45,750.00
Standard Street Header	124	LF	25.00	3,100.00
Standard Street Barricade	124	LF	25.00	3,100.00
TOTAL PAVING				\$3,446,674.84

STREET LIGHTS & SIGNS (STANDRIDGE BLVD., ROSAMOND PKWY AND N/S COLLECTORS)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Street Light - 2 Fixtures (400' spacing)	18	EA	5,000.00	90,000.00
Street Light - 1 Fixture (at intersections)	6	EA	3,000.00	18,000.00
Conduit - 2 Inch - Open Cut - Sched. 40 (Street Lights)	3,600	LF	10.00	36,000.00
Sign Posts/Street Name Blades	13	EA	550.00	7,150.00
TOTAL STREET LIGHTS & SIGNS				\$151,150.00

PID DIRECT

OFFSITE EXCAVATION (STANDRIDGE BLVD., E-W COLLECTOR AND SHADYBROOK TRAIL)				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
35% of private earthwork cost associated with streets				\$596,829.63

ONSITE WATER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" PVC Water Line	25,405	LF	24.00	609,720.00
8" Gate Valve & Box	87	EA	1,400.00	121,800.00
1" Water Service - Residential	554	EA	875.00	484,750.00
Fire Hydrant Assembly (inc. 6" Gate Valve)	57	EA	4,200.00	239,400.00
Sampling Station	1	EA	5,000.00	5,000.00
Cast Iron Fittings	13	TN	6,000.00	76,800.00
Concrete Blocking - Type B	38	CY	150.00	5,760.00
Trench Safety	25,405	LF	1.00	25,405.00
Testing (Excluding Geotech)	25,405	LF	1.20	30,486.00
TOTAL WATER				\$1,599,121.00

SANITARY SEWER				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
8" Sanitary Sewer Main (SDR-35)	21,510	LF	35.00	752,850.00
4' Dia. Manhole w/ epoxy coating	90	EA	5,100.00	459,000.00
5' Dia. Manhole w/ epoxy coating	7	EA	8,050.00	56,350.00
Manhole - Vacuum test	97	EA	150.00	14,550.00
4" Sewer Service with cleanouts	554	EA	585.00	324,090.00
Connect to Existing Sewer Stub	9	EA	1,800.00	16,200.00
Trench Safety	21,510	LF	1.00	21,510.00
Post Construction CCTV	21,510	LF	1.75	37,642.50
TOTAL SEWER				\$1,682,192.50

STORM				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
18" RCP	1,385	LF	53.00	73,405.00
21" RCP	1,320	LF	57.00	75,240.00
24" RCP	1,905	LF	67.00	127,635.00
27" RCP	925	LF	75.00	69,375.00
30" RCP	2,630	LF	85.00	223,550.00
36" RCP	430	LF	109.00	46,870.00
42" RCP	500	LF	146.00	73,000.00
48" RCP	170	LF	176.00	29,920.00
10' Std. Curb Inlet	56	EA	4,000.00	224,000.00
15' Std. Curb Inlet	27	EA	5,100.00	137,700.00
20' Std. Curb Inlet	8	EA	6,000.00	48,000.00
5' x 5' Junction Box	4	EA	6,500.00	26,000.00
21" Headwall	1	EA	1,750.00	1,750.00
24" Headwall	2	EA	2,000.00	4,000.00
30" Headwall	5	EA	3,500.00	17,500.00
36" Headwall	1	EA	4,250.00	4,250.00
42" Headwall	1	EA	4,750.00	4,750.00
48" Headwall	1	EA	5,850.00	5,850.00
Trench Safety	9,265	LF	1.00	9,265.00
Rip Rap	250	SY	90.00	22,500.00
Inlet/SDMH Protectors	95	EA	130.00	12,350.00
Onsite Channel (Concrete)	4,100	SF	7.50	30,750.00
TOTAL STORM				\$1,267,660.00

PID DIRECT

PAVING				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
6" Conc Pavement w/ 31' B-B	76,742	SY	38.00	2,916,196.00
6" Lime Stabilized Subgrade	84,500	SY	3.20	270,400.00
*Hydrated Lime (36#/SY)	1,530	TONS	164.00	250,920.00
4', 4" Conc. Sidewalk	6,850	SF	5.65	38,702.50
B/F Ramps	64	EA	1,525.00	97,600.00
Curlex	2,600	LF	1.00	2,600.00
TOTAL PAVING				\$3,576,418.50

STREET LIGHTS & SIGNS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Street Light - 1 Fixture (at intersections)	54	EA	3,000.00	162,000.00
Sign Posts/Street Name Blades	34	EA	550.00	18,700.00
TOTAL STREET LIGHTS & SIGNS				\$180,700.00

SCREENING WALLS & ENTRY MONUMENTS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
6' Brick Thinwall	6,875	LF	100.00	687,500.00
Entry Feature	8	EA	35,000.00	280,000.00
TOTAL SCREENING WALLS & ENTRY MONUMENTS				\$967,500.00

LANDSCAPING & IRRIGATION				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Water Service 2" Irrigation Line	15	EA	2,400.00	36,000.00
2-4" PVC Irrigation Sleeve - Schedule 40 (Street Intersections)	1,800	LF	18.00	32,400.00
Landscape	1	LS	25,000.00	25,000.00
Miscellaneous Mowing, Cleanup & Haul-Off	1	LS	10,000.00	10,000.00
TOTAL LANDSCAPING & IRRIGATION				\$103,400.00

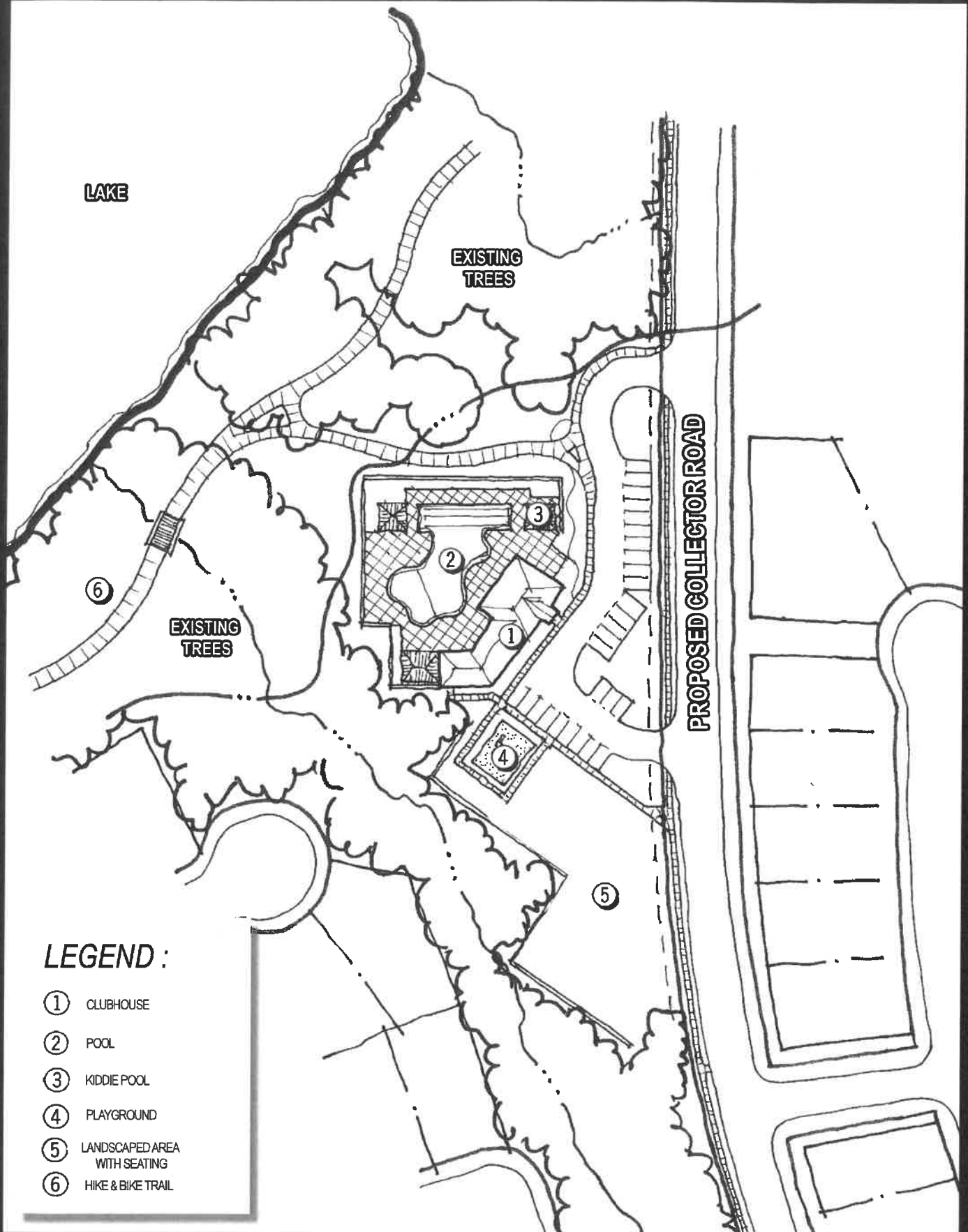
PRIVATE

EARTHWORK				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
Clear, Strip & Grub	142.0	AC	2,500.00	355,000.00
Excavation (2 foot Cut)	458,200	CY	2.50	1,145,500.00
Rough Lot Grading	554	LOT	200.00	110,800.00
Final Lot Grading	554	LOT	110.00	60,940.00
Silt Fence	9,325	LF	1.50	13,987.50
Rock Check Dam	10	EA	1,000.00	10,000.00
Construction Entrance	2	EA	2,000.00	4,000.00
Removal & Disposal of Unsuitable Materials	1	LS	5,000.00	5,000.00
TOTAL EARTHWORK				\$1,705,227.50
65% of private earthwork not associated with streets				\$1,108,397.88

RETAINING WALLS				
Description	QTY	UNIT	UNIT PRICE	AMOUNT
2' Retaining Wall	12,510	LF	50.00	625,500.00
4' Retaining Wall	5,405	LF	82.00	443,210.00
6' Retaining Wall (Structural)	1,830	LF	120.00	219,600.00
8' Retaining Wall (Structural)	425	LF	165.00	70,125.00
10' Retaining Wall (Structural)	310	LF	215.00	66,650.00
TOTAL RETAINING WALLS				\$1,425,085.00

Exhibit C
CONCEPT PLAN

Exhibit C-1
AMENITY CENTER CONCEPT PLAN



LEGEND :

- ① CLUBHOUSE
- ② POOL
- ③ KIDDIE POOL
- ④ PLAYGROUND
- ⑤ LANDSCAPED AREA WITH SEATING
- ⑥ HIKE & BIKE TRAIL

Exhibit C-2
NEIGHBORHOOD TRAIL PLAN

NOTE:

THIS PLAN IS CONCEPTUAL IN NATURE AND MAY NOT NECESSARILY BE BUILT AS DEPICTED.

TRAILS TO BE CONSTRUCTED IN PHASES CONCURRENT WITH ADJACENT RESIDENTIAL DEVELOPMENT.

THE ULTIMATE LOCATION OF TRAILS SHALL BE DETERMINED DURING THE FINAL DESIGN PROCESS.



Exhibit D
DEVELOPMENT STANDARDS

Exhibit D Development Standards

These Development Standards reference the City of Anna Zoning Ordinance, Subdivision Regulation, Subdivision Design Standards, and Tree Preservation & Landscape Regulations effective April 9, 2019 and are not subject to future revisions, amendments or changes.

1. Definitions: The following additional definitions shall apply:

Quadplex: Single-story building with a maximum of four dwelling units per building. Each dwelling unit will have a distinct ingress/egress and garage. Driveways can be shared between adjacent garages.

2. Permitted Uses and Development Standards: The permitted uses and standards shall be in accordance with the SF-Z Single-Family Residence District - Zero lot line homes, SF-TH Townhome District, SF-60 Single-Family Residence District, SF-72 Single-Family Residence District, and SF-84 Single-Family Residence District zoning districts, unless otherwise specified herein.

SF-TH-SR: Townhome Senior District: Provides age-restricted attached housing arranged as single-story quadplex buildings. Permitted uses and standards shall be in accordance with the SF-TH Townhome District, unless otherwise specified herein. To be established and recorded in the CCR's.

	SF - TH	SF - TH - SR	SF-Z	SF-60	SF-72	SF-84
Typical Lot Size per Concept Plan	25' x 90'	85' x 75'	40' x 110'	50' x 120'	60' x 120'	70' x 120'; 80' x 125'
Lot/Unit Count per Concept Plan	190	108	143	323	139	55; 26
Maximum Lot/Unit Count (+5%)	200	115	150	340	145	58; 27
Minimum Lot/Unit Count (- 5%)	180	100	135	305	132	52; 25
Maximum height (feet)	35	35	35	35	35	35
Side Yard, interior (feet)	0/5	0/5	5	5	5	5
Side Yard, corner lot, street side (feet)	10	10	10	10	10	10
Rear Yard (feet)	10	10	10	15	15	15
Front Yard (feet)	20	20	20	25	25	25
Lot Area (feet)	2000	2000	4000	6000	7200	8400
Min. Lot Width (feet)	20	20	40	50	60	70
Min. Lot Depth (feet)	80	80	100	100	110	110
Max. Lot Coverage (%)	70	70	85	55	55	55
Building Size (square feet)	900	900	1200	1600	1800	1800
Masonry (%)	60	60	60	60	60	60

3. Supplementary Design Standards:

- a. Waiver of strict compliance with masonry requirements shall not be required [9.04.034(d)];
- b. Within residential developments, single-family homes with substantially identical exterior elevations can only repeat every three (3) lots when fronting the same right of way including both sides of the street [9.04.034(e)(1)(A)];
- c. Garages for lots developed as SF-TH or SF-TH-SR may be developed as front entry and shall not be required to provide swing drives ("J" drives) or be restricted to alley access. Garage door frontage restrictions shall not apply [9.04.034(e)(3)];
- d. Building Articulation: At least two (2) façade articulation techniques will be provided on each single-family home [9.04.034(e)(4)];
- e. Front porch of at least forty (40) square feet [9.04.034(e)(4)(D)];
- f. Divided light windows in front is an acceptable technique for building façade articulation;

4. Landscaping Standards:

- a. Section 9.06.006(p) is deleted in its' entirety;
- b. Requirements for single-family residential lots: One tree per lot for SF-TH, SF-TH-SR and SF-Z lots shall be planted in either the front or rear yard at the builder's discretion. Two trees per lot will be required for SF-60, SF-72 and SF-80 lots; at least one tree must be planted in the front yard [9.06.006(q)];
- c. Only tree species listed in Section 9.07 Appendix 2, Overstory (Shade) Trees will be required to satisfy these Standards.

5. Tree Preservation:

- a. Remove definition of protected tree, quality tree, specimen tree, and tree survey [9.07.002];
- b. An aerial photograph canopy map at the same scale as the site plan or preliminary plat with building pad, pavement areas, and other construction features that will disturb the land indicated. The aerial photograph canopy map shall include the following information [9.07.008(b)(2)];
- c. An aerial photograph accompanied by a transparent plan of the development at the same scale as the photograph, showing all non-disturbance areas and proposed exemption areas where no trees will be critically altered will be provided, The aerial photograph will also include an outline of the existing tree canopy area on the property and the calculated area (square feet or acres) of the existing canopy coverage. [9.07.008(b)(2)(G-K)];
- d. A tree preservation plan shall be submitted showing existing tree canopy to remain, existing tree canopy to be removed, and replacement trees with type, location, number, and size of replacement trees indicated. The tree

preservation plan information may be included on the aerial photograph canopy map if all information can be clearly delineated [9.07.008(d)];

- e. Tree replacement credits will be given for all trees planted under Landscaping Standards 4.b and 4.c above. Trees planted to provide canopy coverage will be credited at its canopy coverage at normal maturity. These credits are as follows:

- Large canopy tree with typical crown width of fifty (50) feet in diameter two thousand (2,000) square feet;
- Medium canopy tree with typical crown width of thirty (30) feet in diameter seven hundred (700) square feet;
- Small canopy tree with typical crown width of ten (10) feet in diameter one hundred (100) square feet

Tree replacement canopy will be provided for up to 25% of the tree canopy removed from the site [9.07.011(l) and 9.07.013 (B-E)];

Exhibit E-1
ROADWAY IMPROVEMENTS

LEGEND

PHASE 1 - 60' ROW

PHASE 1 - 80' ROW

LEGEND

60' ROW

80' ROW

120' ROW

NOTE: CITY OF ANNA WILL BE RESPONSIBLE FOR ACQUIRING ALL ROW AND EASEMENT'S NECESSARY TO CONSTRUCT ALL IMPROVEMENTS OUTSIDE OF PID BOUNDARY.

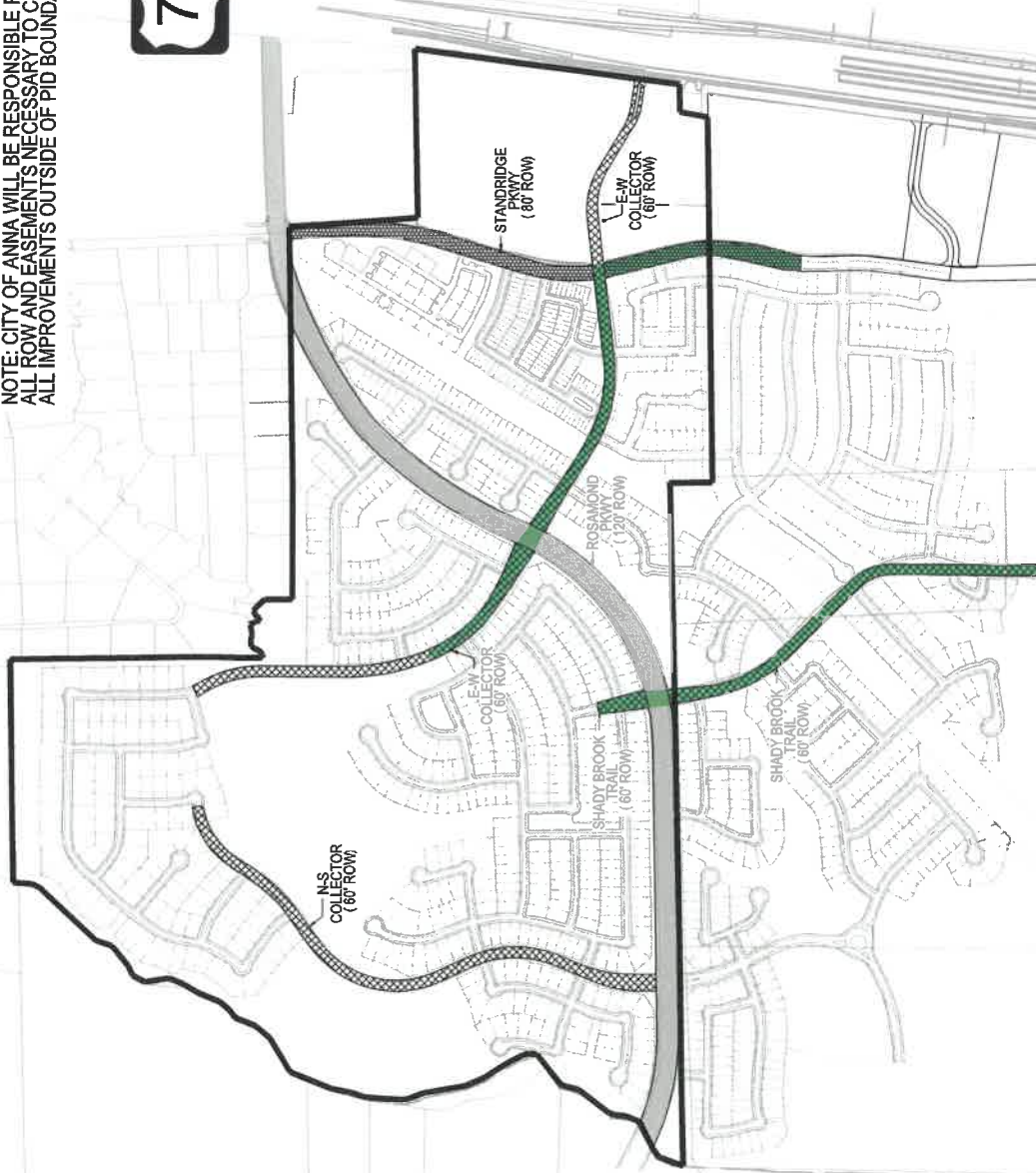
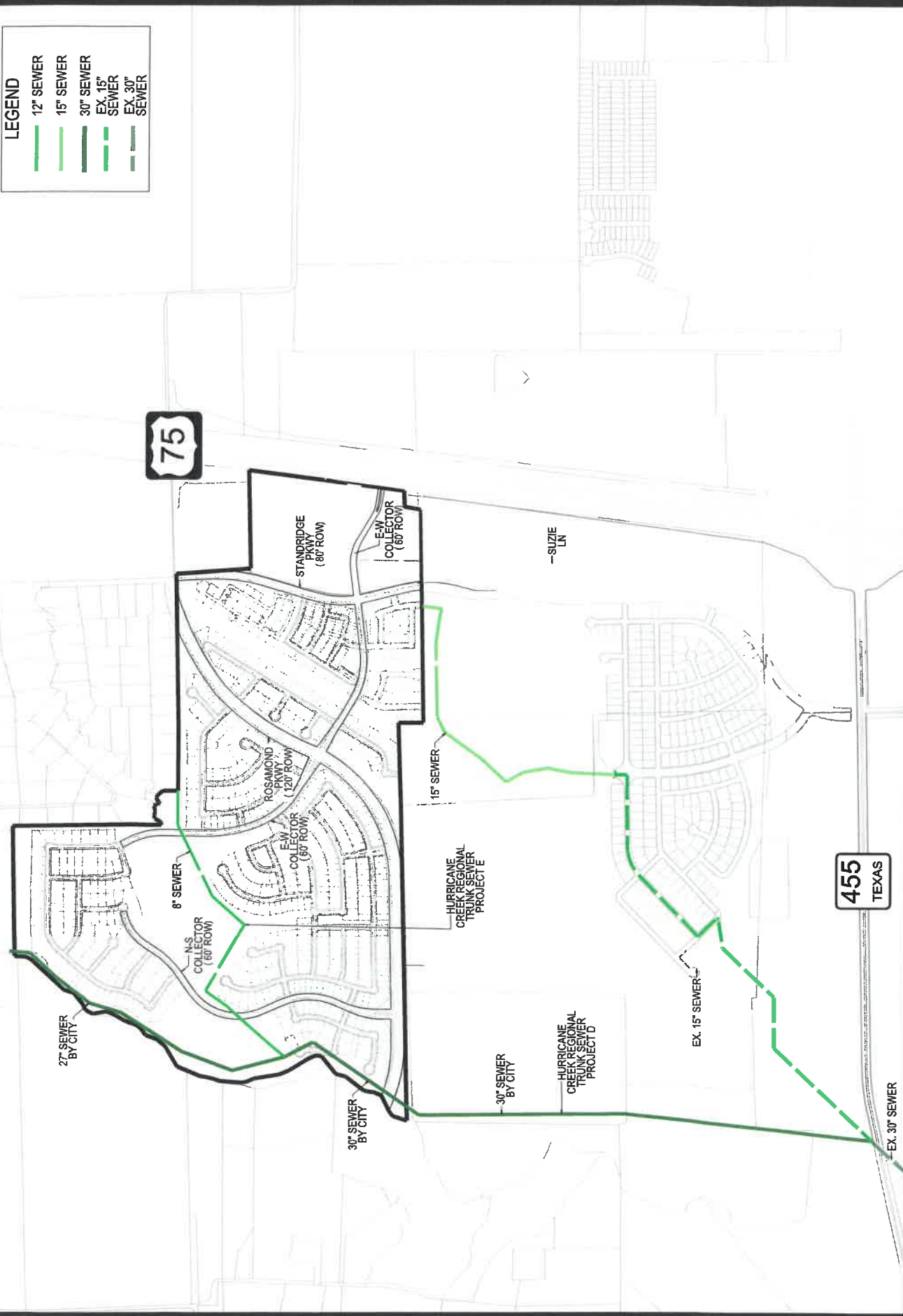


Exhibit E-2
HURRICANE CREEK REGIONAL TRUNK SEWER IMPROVEMENTS

LEGEND

- 12" SEWER
- 15" SEWER
- 30" SEWER
- EX. 15" SEWER
- EX. 30" SEWER



E-2
NOVEMBER 2019

Exhibit E-3
WATERLINE IMPROVEMENTS

LEGEND	
—	ROSAMOND WATER
—	N-S WATER
—	E-W WATER
—	SHADYBROOK WATER
---	EXISTING 12" WATER
---	EXISTING 8" WATER

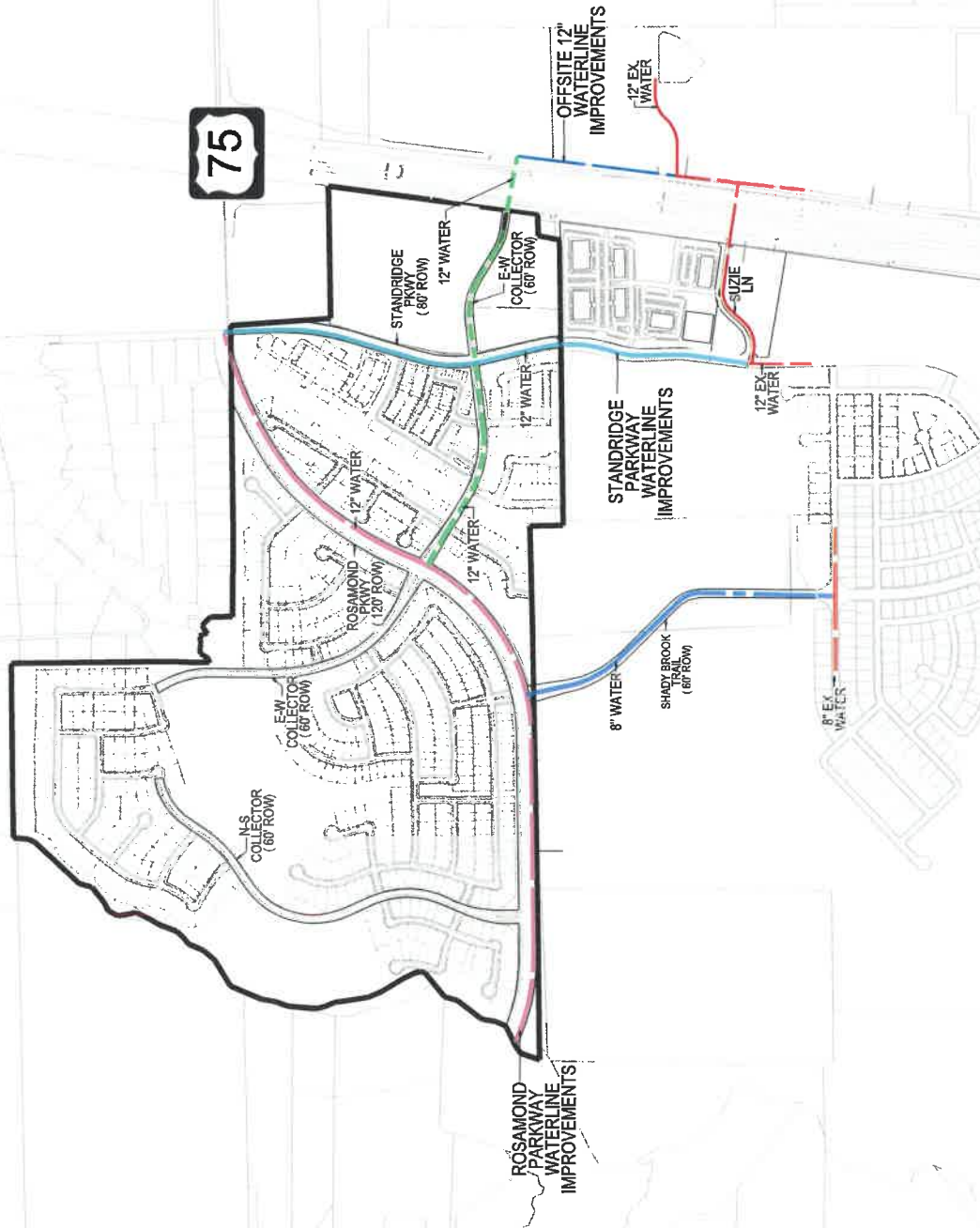


Exhibit F
HOME BUYER DISCLOSURE PROGRAM

The Administrator (as defined in the Service and Assessment Plan) shall facilitate notice to prospective homebuyers in accordance the following notices. Administrator shall monitor the enforcement of the following minimum requirements:

1. Record notice of the special assessment district in the appropriate land records for the property.
2. Require builders to include notice of the special assessment district in addendum to contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from builders and provide to the City.
4. Require signage indicating that the property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to builders an overview of the District for those builders to include in each sales packets.
6. Notify builders who estimate monthly ownership costs of the requirement that they must include special taxes in estimated property taxes.
7. Notify Settlement Companies through the builders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the special assessment district in the homeowner association documents in conspicuous bold font.
9. The City will include announcements of the special assessment district on the City's web site and community channel.
10. The disclosure program shall be monitored by the Developer and Administrator.

Exhibit G
LANDOWNER AGREEMENT

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of _____, among the City of Anna, Texas (the "City"), a home-rule municipality of the State of Texas (the "State"), and _____, a Texas _____ (the "Landowner").

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Assessed Property described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the "Landowner Parcel") which is coterminous with the Sherley Tract Public Improvement District (the "District") in the City; and

WHEREAS, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the "Assessment Ordinance") for the Authorized Improvements and the Sherley Tract Public Improvement District Service and Assessment Plan (as updated and amended, the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on the Assessed Property in the District that will be used for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes includes the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.

AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are coterminous with the District, all as shown on Exhibit I, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Assessed Property within the District (the "Assessments"), as shown on the assessment roll attached as Appendix ___ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount at least equal to the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Assessed Property, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Property, superior to all other liens and monetary claims except liens or monetary claims

for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Property regardless of whether such owner is named;

(vi) the Assessment lien on the Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Assessed Property may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended and updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Declaration of Covenants, Conditions and Restrictions in the form attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Collin County, as a lien and encumbrance against such Assessed Property, and Landowner hereby authorizes the City to so record such documents against the Assessed Property owned by Landowner;

(ii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound

by all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Assessed Property subject to all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions; and

(iii) Landowner shall comply with, and shall contractually obligate (and, upon the City's request, promptly provide written evidence of such contractual provisions to the City) any party who purchases any Assessed Property owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on Exhibit III to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Declaration of Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as Exhibit II.

II. OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that the portion of the Authorized Improvements benefitting the Landowner Parcel and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License. Construction of Authorized Improvements.

(i) Any subsequent owner of the Assessed Property shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the Landowner Parcel within the District, to stage on the Landowner Parcel within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized

Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of an Assessed Property may require that each contractor constructing the Authorized Improvements cause such owner of the Assessed Property to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Assessed Property. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Collin County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Improvement Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Sherley Tract Subdivision Improvement Agreement, or other agreement, with respect to the Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination

or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Collin County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:	City of Anna, Texas Attn: City Manager 111 N. Powell Parkway Anna, Texas 75409
With a copy to:	Wolfe, Tidwell & McCoy, LLP Attn: Clark McCoy 2591 Dallas Parkway, Suite 300 Frisco, Texas 75034
To the Developer:	MM Anna 325, LLC Attn: Mehrdad Moayed 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234

With a copy to: Miklos Cinclair, PLLC
Attn: Robert Miklos
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by Assessment Revenues of the City or any part thereof to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Collin County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Collin County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to an Assessed Property, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Assessed Property upon payment in full of the Assessment(s) against such Assessed Property.

[Signature pages to follow]

[Signature Page Landowner Agreement]

EXECUTED by the City and Landowner on the Effective Date.

Date: _____

CITY OF ANNA, TEXAS

By: _____
Mayor

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

 This instrument was acknowledged before me on the ____ day of _____, 20____ by
_____, Mayor of the City of Anna, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

Date: _____

LANDOWNER

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20____, by
_____ in his capacity as Manager of _____,
known to be the person whose name is subscribed to the foregoing instrument, and that he executed
the same on behalf of and as the act of Manager of _____.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER PARCEL

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of _____ by _____ a Texas _____ (the "Landowner").

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Collin County, Texas, which is described in the attached Exhibit I (the "Landowner's Parcel").
- B. The City Council of the City of Anna (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Sherley Tract Public Improvement District (the "District") by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (the "Assessments") on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

- (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment Lien") against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of

the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declaration, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner's Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. Amendments: This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is

required as set forth above and recorded in the real Property Records of Collin County, Texas.

4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Anna, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Anna, 111 N. Powell Parkway, Anna, Texas 75409

Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) _____

Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 20____, by _____ in his capacity as Manager of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of _____.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Sherley Tract Public Improvement District and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Assessed Property (or if the Assessment Roll is not available for such Assessed Property, then a schedule showing the maximum 30 year payment for such Assessed Property) as an addendum to any residential homebuyer's contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City, upon the City's request.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

Exhibit H
CITY PID BOND FINANCING AND TIRZ CONTRIBUTION ANALYSIS –
DRAFT FOR ILLUSTRATION PURPOSES ONLY

City of Anna, Texas
Sherley Tract Public Improvement District
Development Plan

DRAFT for discussion purposes only

TOTAL SHERLEY TRACT PROJECT							
		Expected	Expected	Expected	Expected	Expected	Expected
		Paper Lot	Finished Lot	Build Out	Paper	Finished	Build Out
Category	No. of Units	Unit Value	Unit Value	Unit Value	Value	Lots Value	Value
Type 1 (40')	143	\$ 19,152	\$ 48,000	\$ 240,000	\$ 2,738,705	\$ 6,864,000	\$ 34,320,000
Type 2 (50')	241	21,845	54,750	273,750	5,264,645	13,194,750	65,973,750
Type 3 (60')	139	26,214	65,700	328,500	3,643,746	9,132,300	45,661,500
Type 4 (70')	61	22,775	68,250	341,250	1,389,271	4,163,250	20,816,250
Type 5 (80')	20	26,028	78,000	390,000	520,570	1,560,000	7,800,000
Type 6 (TH)	190	17,955	45,000	225,000	3,411,450	8,550,000	42,750,000
Type 7 (SL)	27	45,080	120,600	603,000	1,217,168	3,256,200	16,281,000
	821				\$ 18,185,554	\$ 46,720,500	\$ 233,602,500

Notes:

As reported by the Developer on May 5, 2020. Subject to change. Expected Paper Lot Value calculated at 33.37% to 39.9% of the Expected Finished Lot Value as per previous ratios provided by the Developer.
 "SL" is a fourplex - one lot produces one fourplex at \$120,000 per subunit or \$600,000 per fourplex.

City of Anna, Texas
Sheddy Tract Public Improvement District
PROJECTED CAPACITY

(Sheddy Tract discussion purposes only)

RD Bonds w/1/32 Enhancement									
Bond	Principal	Interest	Administrative	TOTAL	TRM2	TRM2	TRM2	TRM2	TRM2
Year	Principal	Interest	Administrative	TOTAL	TRM2	TRM2	TRM2	TRM2	TRM2
1	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
2	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
3	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
4	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
5	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
6	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
7	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
8	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
9	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
10	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
11	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
12	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
13	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
14	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
15	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
16	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
17	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
18	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
19	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
20	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
21	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
22	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
23	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
24	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
25	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
26	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
27	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
28	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
29	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
30	\$ 1,114,800	\$ 92,900	\$ 30,000	\$ 1,237,700	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883
	\$ 18,580,000	\$ 22,511,100	\$ 1,237,700	\$ 40,328,800	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883	\$ 6,883

(1) Assumed an interest rate of 6.00% for discussion purposes only, subject to change

(2) Calculated at 0.5% of outstanding bonds.

(3) For illustration purposes only, subject to change after report from RD Administrator. Assumes administrative expenses are based on three annual payments.

(4) For illustration purposes only, subject to change after report from TRM2 Administrator. Assumes administrative expenses are based on three annual payments.

City of Anna, Texas
 Shirley Tract Public Improvement District
 PROJECTED TAX STATEMENT

DRAFT for discussion purposes only

Projected Tax Statement									
	2019 Tax Rate	Levy on 40' Home	Levy on 50' Home	Levy on 60' Home	Levy on 70' Home	Levy on 80' Home	Levy on Townhome	Levy on SL Fourplex	Levy on SL Duplex
City of Anna	\$ 0.5913	\$ 1,419.09	\$ 1,618.65	\$ 1,942.38	\$ 2,017.77	\$ 2,306.02	\$ 1,380.40	\$ 3,565.47	\$ 603,000
Collin County	0.1750	419.88	478.93	574.71	597.02	682.31	393.64	1,054.95	489.77
Collin County Community College District	0.0812	194.93	222.35	266.81	277.17	316.77	182.75	489.77	945.715
Anna Independent School District	1.5684	3,764.04	4,293.36	5,152.03	5,351.99	6,116.57	3,528.79	9,457.15	14,567.34
Total Tax Rate	<u>\$ 2.4158</u>	<u>\$ 5,797.95</u>	<u>\$ 6,613.28</u>	<u>\$ 7,935.94</u>	<u>\$ 8,243.96</u>	<u>\$ 9,421.66</u>	<u>\$ 5,435.57</u>	<u>\$ 14,567.34</u>	
GROSS Avg. Annual Insurment as a Tax Rate/Levy Equivalent	\$ 0.9587	\$ 2,300.88	\$ 2,624.44	\$ 3,149.33	\$ 3,271.57	\$ 3,738.93	\$ 2,157.08	\$ 5,780.97	
Total GROSS Overlapping Tax Rate/Levy plus Special Assessment	<u>\$ 3.3745</u>	<u>\$ 8,098.83</u>	<u>\$ 9,237.73</u>	<u>\$ 11,085.27</u>	<u>\$ 11,515.52</u>	<u>\$ 13,160.60</u>	<u>\$ 7,592.65</u>	<u>\$ 20,348.31</u>	
Projected 118Z Credit as Tax Rate/Levy Equivalent ⁽¹⁾	<u>\$ (0.2853)</u>	<u>\$ (685.65)</u>	<u>\$ (782.07)</u>	<u>\$ (938.48)</u>	<u>\$ (974.91)</u>	<u>\$ (1,114.28)</u>	<u>\$ (642.80)</u>	<u>\$ (1,772.70)</u>	
Total Overlapping Tax Rate/Levy after Projected 118Z Credit ⁽¹⁾	<u>\$ 3.0888</u>	<u>\$ 7,413.18</u>	<u>\$ 8,455.66</u>	<u>\$ 10,146.79</u>	<u>\$ 10,540.61</u>	<u>\$ 12,046.42</u>	<u>\$ 6,949.86</u>	<u>\$ 18,625.61</u>	
Net Avg. Annual Insurment as Tax Rate/Levy Equivalent	\$ 0.6730	\$ 1,615.23	\$ 1,842.38	\$ 2,210.85	\$ 2,296.66	\$ 2,624.75	\$ 1,514.28	\$ 4,058.27	

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE FIRST AMENDMENT TO THE SHERLEY TRACT SUBDIVISION IMPROVEMENT AGREEMENT

WHEREAS, on June 9, 2020, the Parties entered into a Subdivision Improvement Agreement ("SIA") related to the Development of the Property known as the Sherley Tract; and

WHEREAS, the Original Agreement is only modified as expressly set forth in this First Amendment and the Original Agreement otherwise remains in full force and effect; and

WHEREAS, the Original Agreement incorrectly states the Development Standards for the minimum lot area requirement for SF-60 lots to be five thousand (5,000) square feet instead of six thousand (6,000) square feet in Exhibit D to the Original Agreement; and

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

Recitals Incorporated

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

Approval of Amendment.

This First Amendment amends the Original Agreement in no other manner except as expressly set forth herein.

Amendment to Exhibit D. The City and the Developer agree that the fourth (4th) page of Exhibit D to the Original Agreement is hereby amended to reduce the minimum lot area requirement for SF-60 lots from six thousand (6,000) square feet to five thousand (5,000) square feet as shown on Exhibit 1 attached hereto.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 14th day of July 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend Planned Development Ord. No. 860-2020. (Director of Development Services Ross Altobelli)

SUMMARY:

On June 9, 2020, the city council adopted and approved both Zoning (Ord. No. 860-2020) and a Subdivision Improvement Agreement (SIA) for tracts of land located within the ETJ and city limits.

The rezoning of the "In City" property included a Phasing section within the adopted Development Standards:

Phasing:

- 1. Prior to the issuance of a building permit for any multiple-family residence greater than 275 units, a building permit for a minimum 5,000 square feet building for a commercial use must be issued.*
- 2. The water features must be constructed prior to or simultaneously with the multiple-family residence.*

The applicant is requesting to remove the phasing language that limits the number of multiple-family units prior to the issuance of a building permit for a commercial use.

Attached is a letter from the applicant explaining their rationale in removing this phasing requirement.

CONCLUSION:

Request to amend Planned Development (Ord. No. 860-2020) in order to remove the phasing language limiting the number of multiple-family units prior to issuance of a building permit for a commercial use.

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:

By a vote of 6-1 the Planning & Zoning Commission recommended approving an amendment to the Development Standards within Ord. No. 961-2020 as follows:

(Deletions and additions of certain Zoning Ordinance provisions that are not applicable are indicated below in strikethrough and underline text):

I. Phasing

1. ~~_____ Prior to the issuance of a building permit for any multiple-family residence greater than 275 units, a building permit for a minimum 5,000 square foot building for a commercial use must be issued.~~

2 1, The water features must be constructed prior to or simultaneously with the multiple-family residence.

ATTACHMENTS:

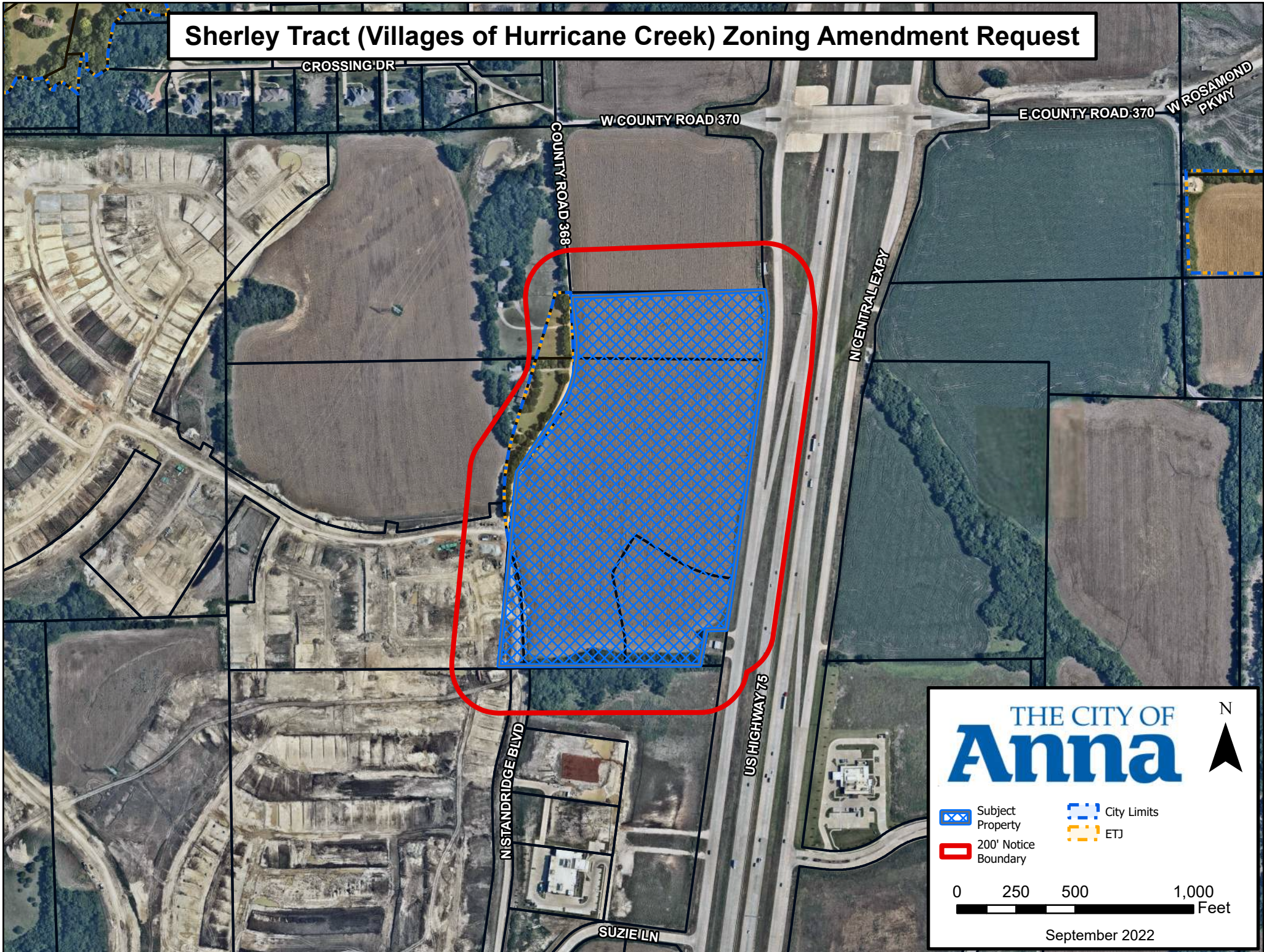
1. Sherley Tract Zoning Amendment Locator Map
2. Ordinance - zoning amedment (Ord. No. 860-2020)
3. EXHIBIT 1 (METES & BOUNDS) SHERLEY COMMERCIAL
4. Applicant letter (zoning amendment request)
5. Ord. No. 860-2020

APPROVALS:

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

Created/Initiated - 10/6/2022
Final Approval - 10/6/2022

Sherley Tract (Villages of Hurricane Creek) Zoning Amendment Request



THE CITY OF
Anna

N



Subject
Property



City Limits



200' Notice
Boundary



ETJ

0 250 500 1,000
Feet

September 2022

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY 75 AND 691± FEET SOUTH OF FUTURE ROSAMOND PARKWAY (W CR 370); PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the City has received a requested zoning amendment from MM Anna 325 LLC on real property described in Exhibit 1 (the "Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, the Property is generally located on the west side of U.S. Highway 75 and 691± feet south of Future Rosamond Parkway (W CR 370) and was zoned by City of Anna Ordinance No. 860-2020 ("Ord. No. 860-2020"); and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, and the City Council has concluded that Ord. No. 860-2020 should be amended as set forth in this ordinance; and

WHEREAS, the purpose of this amendment is to remove the phasing requirement within the development standards that limits the number of multiple-family residences units prior to the issuance of a building permit for a commercial use;

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

Section 1. Recitals Incorporated

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

Section 2. Zoning Change

Ord. No. 860-2020 is hereby amended by amending Section 2 (Zoning Change), 3. (Development Standards), I. (Phasing) as follows (*Note: deletion of text is indicated below in strikethrough and additions in underline text*):

“3. Development Standards

[...]

I. Phasing Miscellaneous

- ~~1. Prior to the issuance of a building permit for any multiple-family residence greater than 275 units, a building permit for a minimum 5,000 square feet building for a commercial use must be issued.~~
2. 1. The water features must be constructed prior to or simultaneously with the multiple-family residence.
2. The location of the planned development zoning district shall be in conformance with Exhibit 1.
3. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, lighting, and all other requirements set forth in the Planned Development-General Business District (PD-C-2) zoning district, the Planning and Development Regulations, and other applicable City regulations except as modified per Ord. No. 860-2020 and as otherwise specified herein.

[...]”

Section 3. Official Zoning Map

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

Section 4. Savings, Repealing and Severability Clauses

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

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

Section 5. Penalty

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

Section 6. Publication of the Caption and Effective Date

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

PASSED by the City Council of the City of Anna, Texas this 11th day of October 2022.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT A 1 OF 2

EXHIBIT A-2: "IN CITY PROPERTY" 34.298 ACRES

BEING THAT CERTAIN TRACT OF LAND SITUATED IN THE J. ELLET SURVEY, ABSTRACT NUMBER 296, AND THE W. RATTAN SURVEY, ABSTRACT NUMBER 752 COLLIN COUNTY, TEXAS, BEING ALL OF THAT TRACT OF LAND DESCRIBED BY DEED TO MM ANNA 325, LLC, (TRACT 2) RECORDED IN INSTRUMENT NUMBER 20190411000386110, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO SHEIKH ALAM RECORDED IN VOLUME 4335, PAGE 955 OF SAID PUBLIC RECORDS;

THENCE S 03°23'35"E, 704.05 FEET TO THE NORTHWEST CORNER OF SAID TRACT 2 BEING THE POINT OF BEGINNING;

THENCE N 89°35'23"E, 918.75 FEET;

THENCE S 08°27'21"W, 1458.34 FEET;

THENCE S 89°59'35"W, 150.63 FEET;

THENCE S 11°10'27"W, 152.96 FEET;

THENCE S 89°56'10"W, 832.52 FEET;

THENCE N 35°08'19"E, 286.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 277.01 FEET, THROUGH A CENTRAL ANGLE OF 38°31'54", HAVING A RADIUS OF 411.91 FEET, THE LONG CHORD WHICH BEARS N15°52'22"E, 271.82 FEET;

THENCE N 03°23'35"W, 285.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,494,040 SQUARE FEET OR 34.298 ACRES OF LAND MORE OR LESS.

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

EXHIBIT A 2 OF 2

Point of
Commencing

Sheikh Alam
Vol. 4335, Pg. 955
O.P.R.C.C.T.

Point of
Beginning
N89°35'23"E
918.75'

J. ELLET
A - 296

$\Delta=38^{\circ}31'54''$
R=411.91' L=277.01'
CH=N15°52'22"E 271.82'

N03°23'35"W
285.02'

W. Rattan
A - 752

TRACT 1
MM ANNA 325, LLC
INST. # 20190411000386110
O.P.R.C.C.T.

TRACT 2
MM ANNA 325, LLC
INST. # 20190411000386110
O.P.R.C.C.T.

34.298 ACRES
1,494,040 SQUARE FEET

N35°08'19"E
286.03'

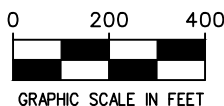
N06°06'41"E
811.64'

S08°27'21"W
1,458.34'

S89°56'10"W
832.52'

S89°59'35"W
150.63'

S11°10'27"W
152.96'



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

EXHIBIT A-2 "IN CITY PROPERTY"
34.298 ACRES



RE: Hurricane Creek North

**City of Anna, Texas
102 W 7th Street
P.P Box 776
Anna, TX 75409**

Dear Anna Planning and Zoning Commission and City Council,

We very much appreciate your willingness to hear our request. This change does not affect standards, product, obligations, or financial items. This request gives the opportunity for a Multifamily developer to begin construction on the entire site rather than just a portion right away.

At the time of the original zoning and development agreement CA and the City agreed on a specific time frame for development. The increase in development and families moving to Anna has been extraordinary. Hurricane Creek Phase 1 is almost sold out in less than two years at a price point 30% higher than predicted. Because of this influx of developers and people, certain developers have gotten interested in the Multifamily site.

The original zoning and development agreement allowed 275 units upfront and the remaining 175 to be developed once 5,000 square feet of retail has started. A MF developer will not commit to the deal for the MF tract with a third-party obligation to build retail. It also had obligations that 5,000 square feet will need to begin before the 301st SF building permit. If more Multifamily and homes get built the faster commercial will be built. This request will benefit commercial development.

Our ask consists of keeping the obligation to build the 5,000 square feet of retail but allow the multifamily to move forward with constructing the entirety of the units. The city shall continue to have the protection the 5,000 square feet will be built because of the single-family building permit provision but the multifamily product can begin the process.

Below is the new language. All other items are staying the same in the zoning and agreement.

The Developer shall apply for and obtain the building permits necessary to commence construction of a restaurant (respectively, "Restaurant") to be located on the In-City Property and shall commence construction of the Restaurant before the earlier of the following occurrences: (1) the expiration of five (5) years of the Effective Date; or (2) the City's issuance of a building permit for the 301st single-family residential building permit as pertains to residences on the Property. The Developer shall complete construction of the Restaurant within one (1) year and six (6) months of commencing construction of same. The Restaurant building shall be a minimum of 5,000 square feet of airconditioned space. Developer shall also apply for and obtain the building permits necessary to commence construction and commence construction of a minimum of 10,000 square feet of additional

Exhibit A

page 2 of 2

non-residential space to be located on the In-City Property within six (6) years of the Effective Date. This is in addition to the 5,000 square foot Restaurant refenced above.

The Water Feature must be constructed prior to or simultaneously with the Multifamily Structure. The Water Feature shall be a minimum of 20,000 square feet in size.

Greatly appreciate your duty and time with this request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Trevor Kollinger', with a stylized flourish extending to the right.

Trevor Kollinger
MM Anna 325, LLC

CITY OF ANNA, TEXAS

(Property rezoned under this ordinance is generally located on the west side of U.S. Highway 75, 691 feet south of future Rosamond Parkway [W CR 370])

ORDINANCE NO. 860-2020

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

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

WHEREAS, the City has received a requested rezoning on Property described in Exhibit A ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said zoning for Property generally located on the west side of U.S. Highway 75 and 691± feet south of Future Rosamond Parkway (W CR 370) is being rezoned from Single-Family Residential – Large Lot (SF-E) to Planned Development-General Business District (PD-C-2) on 34.3± acres; and

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

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

Section 1. Recitals Incorporated

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

Section 2. Zoning Change

The Anna City Code of Ordinances are hereby amended by changing the zoning of the Property described in Exhibit A from Single-Family Residential – Large Lot (SF-E) to allow for the additional land use of multiple-family residence, as depicted in the Concept Plan on the attached Exhibit B.

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of high-quality development in the southwest quadrant of U.S. Highway 75 and Rosamond Parkway (CR 370) to accommodate those uses that are of city-wide and regional significance. Within this District are permitted certain retail, service, office uses, and multiple-family residential.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City's Zoning Ordinance shall apply. For purposes of this Planned Development District, the following terms shall be defined as follows:

- a. "Masonry" means brick, tile, manmade or natural stone, cast stone, rock, marble, granite, curtain glass, glass block, exposed aggregate concrete panels, decorative concrete panels, split face concrete block or any construction consisting of concrete panels including, but not limited to "tilt-wall" construction, or any other materials similar to these materials approved by the Director of Development Services.
- b. Exterior insulation finish system ("EIFS") can only be used as accent and must be at least twelve feet (12') above the finished floor elevation.

3. Development Standards.

The permitted uses and standards shall be in accordance with the C-2 zoning district and the Planning and Development Regulations unless specified or restricted herein.

- a. Uses:
 - 1. Automobile and related uses shall be prohibited, except parking lot/parking garage, automobile.
 - 2. Multiple-Family Residence in accordance with the MF-2 Multiple-Family Residential - High Density zoning district, unless otherwise specified herein shall be permitted by right.
 - 3. Single-family dwelling, attached in accordance with the SF-TH Townhome District, unless otherwise specified herein is allowed by-right and shall be restricted to the area west of Standridge Boulevard identified on the approved Concept Plan (Exhibit B).
- b. Maximum Building Height: 5 stories (75 feet) including architectural projections.
- c. Maximum Lot Coverage of 80%.
- d. Setbacks:

1. The front yard setback shall be 45 feet where parking is allowed in front of the building; 20 feet along streets not identified as major thoroughfare.
 2. Zero side yard or rear yard; 15 feet when adjacent to a residential zoning district.
- e. A twenty-six (26) foot fire lane shall be required adjacent to any building exceeding three stories.
- f. Two water features are required to be constructed as part of the multi-use development and shall be located in general conformance with the approved Concept Plan. Characteristics of the water features shall include:
1. Northern water feature: minimum 50,000 square feet.
 2. Southern water feature: minimum 20,000 square feet.
 3. The perimeter of the water features shall be amenitized with a minimum 5' sidewalks, hardscape and landscaping, and shall be used for detention purposes.
 4. Developers shall be required to plant one tree (minimum of three-inch caliper and seven feet high at the time of planting) per 100 linear feet of water feature.
 - A. 50% of these required trees shall be large, as defined in Sec. 9.06.0011 Approved plant materials.
 - B. Trees may be grouped and/or clustered to facilitate site design.
- g. Multiple-Family Residence Location:
1. Shall be restricted to the area identified on the approved Concept Plan (Exhibit B) and may be developed entirely as either multiple-family residence or C-2 General Commercial.
 2. Minimum residential setback from the centerline of the Right of Way of U.S. Highway 75: 650 feet.
- h. The permitted uses and standards shall be in accordance with the MF-2 zoning district and the Planning & Development regulations unless specified herein.
1. Maximum number of units: 450
 2. Maximum Building Height: 4 stories (70 feet) including architectural projections. A twenty-six (26) foot fire lane shall be required adjacent to any building exceeding three stories.

3. Setbacks:
 - A. Front Yard: 20 feet.
 - B. Side Yard: 15 feet.
 - C. Rear Yard: 15 feet
 - D. Eaves, covered porches, and roof extensions without structural support may extend into the side yard setback or rear yard setback a distance not to exceed four feet.
 - E. Balconies shall not extend into the required setbacks.
4. Maximum Lot Coverage: 50%
5. Minimum Dwelling: The minimum floor area for multi-family units with one bedroom shall be six hundred (600) square feet, exclusive of garages or porches. Any additional bedrooms shall be a minimum of one hundred and fifty (150) square feet.
6. Minimum open space: 20% of the multiple-family residence lot areas to include the following;
 - A. Two water features as noted above;
 - B. Community open space area: minimum dimension width of 100 feet with land area no less than 20,000 square feet;
 - C. Pedestrian promenade: minimum dimension of 40 feet x 225 feet;
 - D. Amenity center and pool; and
 - E. Additional open space areas shall maintain a minimum dimension of 15 feet in width and 1,500 square feet in area to qualify towards overall minimum open space obligations.
7. Parking: 1 space / Studio & 1 bedroom units
2 spaces / 2 or more bedroom units
0.25 spaces for visitors / unit
8. Design Standards (Multiple-Family Residence):

- A. Masonry (Brick/Rock veneer): Eighty (80) percent for the first three stories, and Seventy (70) percent for the fourth story.
- B. Screening Requirements: Border fencing of masonry construction of not less than eight feet in height shall be installed by the builder at the time of construction, along the property lines that abut the northern and southern district boundaries. Open Space that is shared between uses shall be exempt from any type of screening. This fence shall be maintained throughout the existence of the multi-family complex by the owner of the complex.
- C. Refuse Facilities: Trash compactors shall be permitted as an alternative to individual refuse facility locations. Trash compactor facilities shall be internal to buildings or screened from view on three sides by a masonry wall not less than seven feet nor more than eight feet in height. Solid metal gates of an equal height to the enclosure height must be provided on the truck collection side of the enclosure.
- i. Standards and Area Regulations (single-family dwelling, attached): Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the "SF-TH", Townhome District, except as otherwise provided herein.
 - 1. Lot size: 2,000 per unit
 - 2. Lot coverage: 70%
 - 3. Rear yard: 10 feet
 - 4. Side yard: 0 feet; 5 feet for end units
 - 5. Building separation: 10 feet
 - 6. Side yard, corner: 10 feet
 - 7. Lot width: 20 feet
 - 8. Lot depth: 80 feet
 - 9. Parking: Two enclosed spaces per lot
- j. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Conceptual Development plan. Non-substantial

changes of detail on the final development plan(s) that differ from the Conceptual Development plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.

k. The Conceptual Development Plan will expire after two (2) years of approval.

l. Phasing:

1. Prior to the issuance of a building permit for any multiple-family residence greater than 275 units, a building permit for a minimum 5,000 square feet building for a commercial use must be issued.
2. The water features must be constructed prior to or simultaneously with the multiple-family residence.

m. Signage: Signs in this district shall comply with the requirements of the city sign ordinance (as amended), except as listed below.

1. Sign coordination plan: A sign coordination plan shall be required for the entire development (excluding single-family attached) at the time of the first site plan and approved by Council.

Section 3. Official Zoning Map

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

Section 4. Savings, Repealing and Severability Clauses

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

Section 5. Penalty

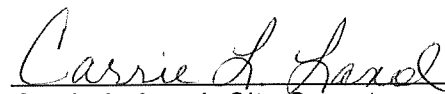
Any violation of any of the terms of this ordinance, whether denominated in this ordinance as unlawful or not, shall be deemed a misdemeanor. Any person convicted of any such violation shall be fined in an amount not to exceed \$2,000 for each incidence of violation. Each day a violation exists is considered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

Section 6. Publication of the Caption and Effective Date

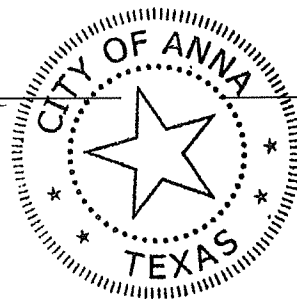
This ordinance shall be effective upon its passage by the City Council, approval by the Mayor, and posting and/or publication, if required by law, of its caption. The City Secretary is hereby authorized and directed to implement such posting and/or publication.

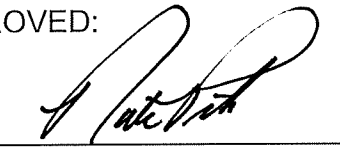
PASSED by the City Council of the City of Anna, Texas this 9th day of June 2020.

ATTESTED:


Carrie L. Land, City Secretary

APPROVED:




Nate Pike, Mayor



CONCEPT PLAN
SHERLEY COMMERCIAL
BLOCK A, LOTS 1-3; BLOCK B, LOTS 1-2; BLOCK C, LOT 1;
EXISTING SF-E ZONING

BEING A 34.228 ACRE TRACT OF LAND LOCATED
WITHIN W S RATTON SURVEY 4-07525, JOHN ELLIETT SURVEY 4-0286
SITUATED IN CITY OF ANNA, COLLIN COUNTY, TEXAS

PAGE 2 OF 2
APRIL 8, 2020

PLANNER / ENGINEER

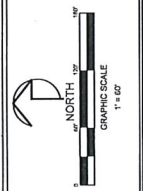
PELTON

LAND SOLUTIONS
11000 FRISCO STREET
SUITE 400
FRISCO, TEXAS 75034
469-213-1800

CONTACT: MARC PAQUETTE

OWNER
MM 325, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TX 75234

CONTACT:
TREVOR KOLLINGER
TREVOR@CENTURIAMERICAN.COM



PROJECT NO.	CEN116001
FILE PATH	J:\ENGINEERING\16001\MASTER DEV, ENTITLEMENT\XONING\CONCEPT PLAN
DRAWN BY	MRB
REVIEWED BY	DAK
DATE	APRIL 8, 2020
REVISIONS	
ADDRESSING 1ST ROUND OF CITY COMMENTS	APRIL 21, 2020
ADDRESSING 2ND ROUND OF CITY COMMENTS	APRIL 29, 2020

Zoning- Sherley Commercial

E COUNTY ROAD 370

HACKBERRY DR

HELMOKEN FALLS DR

WILEY FALLS DR

HILLTOP DR

CREEKVIEW DR

N CENTRAL EXPY

N CENTRAL EXPY

US HIGHWAY 75

SUZIE LN

S CENTRAL EXPY

US HIGHWAY 75

S STANDRIDGE BLVD

COUNTY ROAD 368

W WHITE ST



Proposed Site
City Limits
ETJ
Parcels



April 2020



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Ross Altobelli

AGENDA ITEM:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance for a Specific Use Permit (SUP) for a metering station on one lot on 0.6± acre located on the north side of future Rosamond Parkway, 995± feet west of County Road 368. (Director of Development Services Ross Altobelli)

SUMMARY:

At the October 3, 2022 Planning & Zoning Commission meeting, the public hearing was tabled until the November 7, 2022 Planning & Zoning Commission meeting in order for the applicant to address questions raised by the Commission and neighbors.

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:

Recommend City Council hold open and table the public hearing item until the Tuesday, November 8, 2022 City Council meeting at 6:30 PM within the Council Chambers of the Municipal Complex located at 120 W 7th Street, Anna, TX.

ATTACHMENTS:

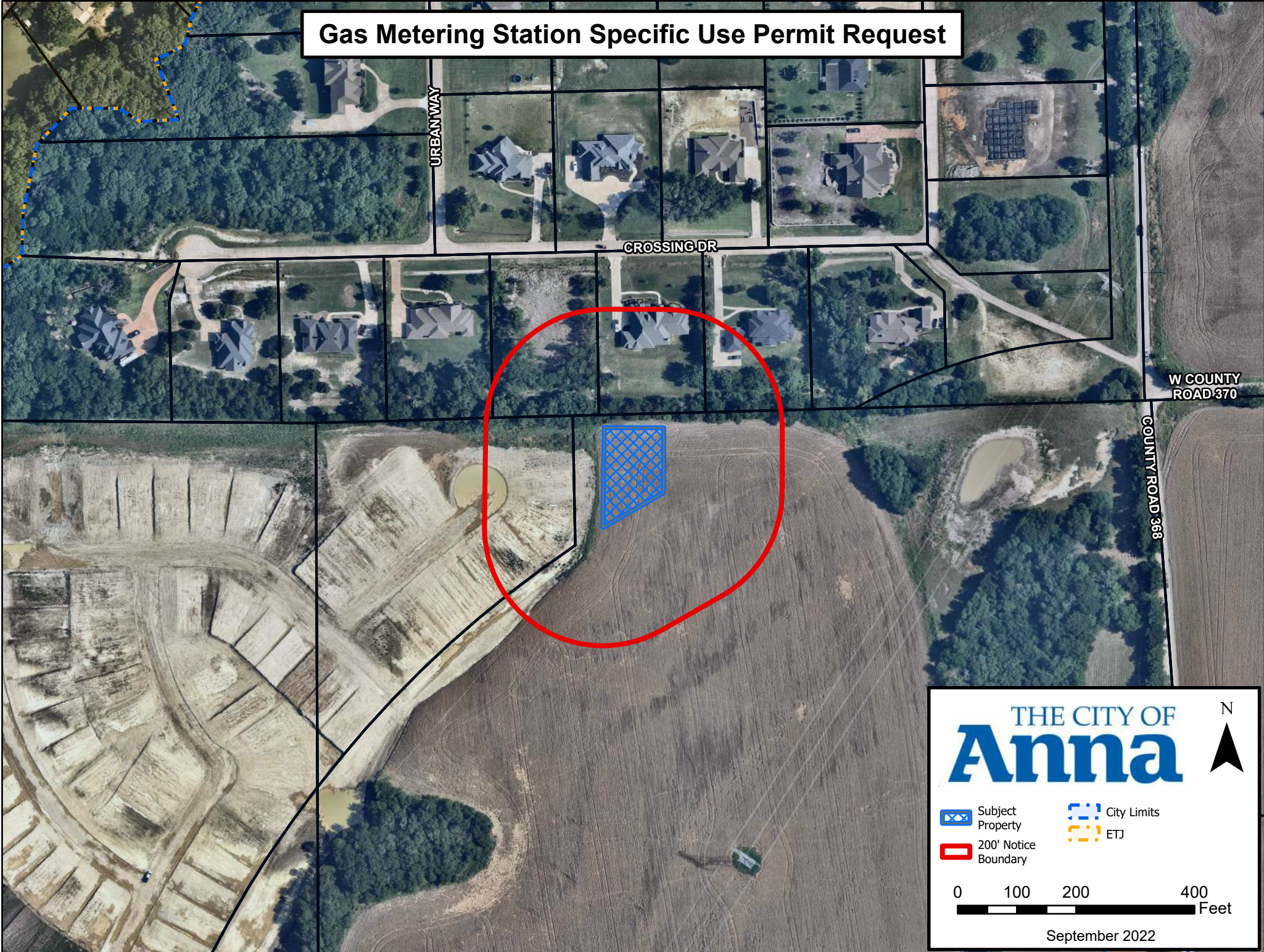
1. Gas Metering Station SUP Request Locator Map

APPROVALS:

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

Created/Initiated - 10/4/2022
Final Approval - 10/6/2022

Gas Metering Station Specific Use Permit Request



THE CITY OF
Anna

 Subject Property  City Limits
 200' Notice Boundary  ETJ

0 100 200 400
Feet

September 2022



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on appointment to the Diversity and Inclusion Commission.
(City Secretary Carrie Land)

SUMMARY:

City Charter Article 8

(e) Any member of a board, commission or committee who is absent from three consecutive regular meetings, or 25% of regularly scheduled meetings during the 12-month period immediately preceding and including the absence in question, without explanation acceptable to a majority of the other members, must forfeit his or her position on the board, commission, or committee.

Place 6 is deemed vacant due to attendance. The term is set to expire May 31, 2024.

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. Res 2020-07-757 Diversity and Inclusion Advisory Commission Creation
2. Res 2022-03-1124 Amending Number of Members on D&I Board

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 10/6/2022
Final Approval - 10/6/2022

CITY OF ANNA, TEXAS
RESOLUTION NO. 2020-07-757

A RESOLUTION OF THE CITY OF ANNA, TEXAS CREATING THE ANNA DIVERSITY AND INCLUSION ADVISORY COMMISSION; ESTABLISHING PROCEDURES FOR APPOINTMENT AND REMOVAL OF MEMBERS; AND ESTABLISHING DUTIES AND RESPONSIBILITIES OF THE COMMISSION.

WHEREAS, the City Council of the City of Anna (the "City Council") has determined that there exists a need in the City of Anna (the "City") for facilitation of community dialog, representation of diverse neighbor voices, review of policies and services as they pertain to supporting all members of the community, and creation of events and programming within the City that purposefully engages with all neighbors; and

WHEREAS, the City Council has determined that the creation of a diversity and inclusion advisory commission will assist the City in its efforts to engage with and support its community; and

WHEREAS, the City Council believes that the adoption and enforcement of these regulations will significantly increase and enhance the quality of life for residents of the City;

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

Section 1. Commission Created.

The Anna Diversity and Inclusion Advisory Commission (the "Commission") is hereby created.

Section 2. Membership; Organization; Compensation.

2.01 Membership.

The Commission shall consist of 11 members. Each member must be a resident of the City and a qualified voter in the City. Members are appointed by the City Council for a term of two years, but serve strictly at the pleasure of the City Council, who may remove any member at any time with or without cause. A person may not serve on the Commission for more than three full terms.

Vacancies shall be filled by the City Council for the unexpired term of any member whose place becomes vacant for any cause in the same manner as the original appointment was made.

The terms of members filling places 1, 3, 5, 7, 9, and 11 shall expire on May 31 of each odd-numbered year and the terms of members filling places 2, 4, 6, 8, and 10 shall expire on May 31 of each even-numbered year. Commission members may be appointed to succeed themselves. Notwithstanding any other provision of this resolution, a Commission member shall continue to serve after the expiration of the member's term until the Council removes the member or appoints a succeeding

member. Newly appointed members shall be installed at the first Commission meeting after their appointment.

The City Council may appoint one or more liaisons to attend meetings of the Commission and the liaisons shall be considered ex-officio members and shall not vote on matters considered by the Commission.

2.02 Organization.

The Commission shall hold an organizational meeting in July of each year or as soon thereafter as reasonably practicable. The Commission shall adopt its own rules of procedure and keep a record of its proceedings consistent with the provisions of this resolution and the requirements of law.

The Commission shall elect a chairperson and vice chairperson from its own membership at its annual organizational meeting. Meetings of the Commission may be held at the call of the chair, or in his/her absence, the vice-chair.

The Commission shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact. The minutes shall become official records of the City upon approval of the minutes by the City Council.

A quorum for the conduct of business shall consist of six members of the Commission.

2.03 Compensation.

Members shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties and authorized by the City Council or City Manager.

Section 3. Duties and Responsibilities.

The Commission is purely advisory in nature with no decision-making or policy-making authority, and any action or omission by the Commission is not binding on the City. The Commission is hereby charged with the duties and responsibilities to provide recommendations to the City Council and City staff as requested from time to time in matters relating to the City's diversity and equity strategies that strengthen connections among diverse community groups with City government.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 14th day of July 2020.

ATTEST:


Carrie L. Land, City Secretary



APPROVED:


Nate Pife, Mayor

CITY OF ANNA, TEXAS

RESOLUTION NO. 2022-03-1124

A RESOLUTION OF THE CITY OF ANNA, TEXAS AMENDING RESOLUTION NO. 2020-07-757 CREATING THE ANNA DIVERSITY AND INCLUSION ADVISORY COMMISSION; ESTABLISHING PROCEDURES FOR APPOINTMENT AND REMOVAL OF MEMBERS; AND ESTABLISHING DUTIES AND RESPONSIBILITIES OF THE COMMISSION.

WHEREAS, the City Council of the City of Anna (the "City Council") has previously determined that there exists a need in the City of Anna (the "City") for the facilitation of community dialog, representation of diverse neighbor voices, review of policies and services as they pertain to supporting all members of the community, and creation of events and programming within the City that purposefully engages with all neighbors; and

WHEREAS, the City Council has previously created a diversity and inclusion advisory commission will assist the City in its efforts to engage with and support its community; and

WHEREAS, the City Council has determined a need to amend City of Anna Resolution No. 2020-07-757, which created the Anna Diversity and Inclusion Advisory Commission (the "Commission") in order to change the number of persons serving as members on the Commission;

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

Section 1. Amendment.

Section 2 and Section 3 of City of Anna Resolution No. 2020-07-757 is hereby amended to read as set forth below.

Section 2. Membership; Organization; Compensation.

2.01 Membership.

The Commission shall consist of 7 members. Each member must be a resident of the City and a qualified voter in the City. Members are appointed by the City Council for a term of two years, but serve strictly at the pleasure of the City Council, who may remove any member at any time with or without cause. A person may not serve on the Commission for more than three full terms.

Vacancies shall be filled by the City Council for the unexpired term of any member whose place becomes vacant for any cause in the same manner as the original appointment was made.

The terms of members filling places 1, 3, 5, and 7 shall expire on May 31 of each odd-numbered year and the terms of members filling places 2, 4, and 6 shall expire on May 31 of each even-numbered year. Commission members may be appointed to succeed themselves.

Notwithstanding any other provision of this resolution, a Commission member shall continue to serve after the expiration of the member's term until the Council removes the member or appoints a succeeding member. Newly appointed members shall be installed at the first Commission meeting after their appointment.

The City Council may appoint one or more liaisons to attend meetings of the Commission and the liaisons shall be considered ex-officio members and shall not vote on matters considered by the Commission.

2.02 Organization.

The Commission shall hold an organizational meeting in July of each year or as soon thereafter as reasonably practicable. The Commission shall adopt its own rules of procedure and keep a record of its proceedings consistent with the provisions of this resolution and the requirements of law.

The Commission shall elect a chairperson and vice chairperson from its own membership at its annual organizational meeting. Meetings of the Commission may be held at the call of the chair, or in his/her absence, the vice-chair.

The Commission shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact. The minutes shall become official records of the City upon approval of the minutes by the City Council.

A quorum for the conduct of business shall consist of four members of the Commission.

2.03 Compensation.

Members shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties and authorized by the City Council or City Manager.

Section 3. Duties and Responsibilities.

The Commission is purely advisory in nature with no decision-making or policy-making authority, and any action or omission by the Commission is not binding on the City. The Commission is hereby charged with the duties and responsibilities to provide recommendations to the City Council and City staff as requested from time to time in matters relating to the City's diversity and equity strategies that strengthen connections among diverse community groups with City government.

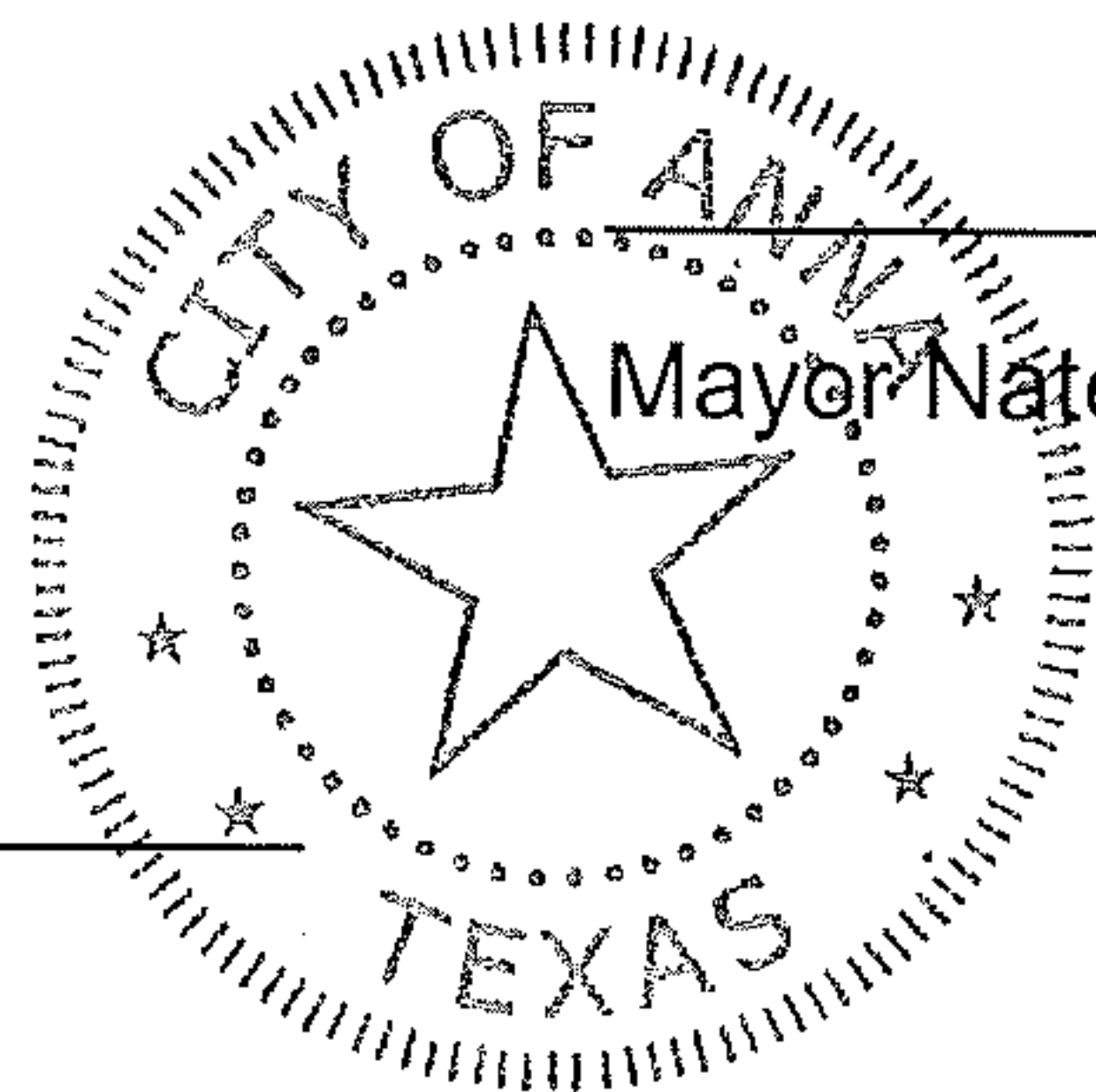
Section 2. Savings.

Except as amended as set forth in Section 1 of this resolution, Resolution No. 2020-07-757 shall remain in full force and effect.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 22nd day of March 2022.



Mayor Nate Pike



City Secretary Carrie L. Land



Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing an Incentive Agreement for New Economic Development and related Lease Agreement between the Anna Economic Development Corporation and 3 Nations Brewing LLC. (Director of Economic Development Joey Grisham)

SUMMARY:

As the City Council conveyed 101 S. Powell to the Anna EDC for the public purpose of economic development, the Anna EDC has been working with 3 Nations Brewing since May. In order to renovate the former bank turned office building into a brewery and revitalize the property to allow for public gathering and accessible pedestrian access, the EDC Board approved an Incentive Agreement and Lease Agreement with 3 Nations Brewing LLC. 3 Nations will update/remodel the building, with the EDC providing a grant of up to \$650,000—this also includes updating the roof, fire suppression system, sidewalks/landscaping, and the HVAC system. Up to \$400,000 may be paid up front and up to \$250,000 being paid in Year 2 conditioned on progress of remodeling and continued operations.

FINANCIAL IMPACT:

The total maximum grant amount is \$650,000 from the EDC.

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

Approve.

ATTACHMENTS:

1. 3 Nations Resolution
2. 3 Nations Incentive Agreement C08010D20221005CR1 redline
3. 3 Nations Lease C08010D20221005CR1 redline

APPROVALS:

Joey Grisham, Director Economic Development
Jim Proce, City Manager

Created/Initiated - 10/6/2022
Final Approval - 10/6/2022

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
APPROVING A PROJECT OF THE ANNA ECONOMIC DEVELOPMENT
CORPORATION INCLUDING INCENTIVES TO 3 NATIONS BREWING LLC AND
RELATED LEASE AGREEMENT**

WHEREAS, the Anna Economic Development Corporation (the “EDC”) Board met on October 5, 2022, and approved a Lease Agreement and an Agreement to expend funds to incentivize a brewpub project with 3 Nations Brewing LLC (the “Project”);

WHEREAS, the City of Anna, Texas (the “City”) finds that the Project will promote new or expanded business development in and near the City of Anna, Texas;

WHEREAS, the City approves and ratifies the EDC entering into that certain Incentive Agreement for New Economic Development Agreement and related Lease Agreement attached hereto as Exhibit A (collectively, the “Agreement”);

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

Section 1. Findings

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

Section 2. Approval of Project and Funding

The City Council of the City of Anna, Texas hereby approves the project and the funding that is the subject matter of the Agreement, subject to approval as to legal form by the City’s legal counsel and execution of the Agreement by 3 Nations Brewing LLC.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this the 11th day of October 2022.

APPROVED:

ATTEST:

Nate Pike, Mayor

Carrie Land, City Secretary

INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT

THIS INCENTIVE AGREEMENT FOR NEW ECONOMIC DEVELOPMENT (this “Agreement”) is entered into by and between the Anna Economic Development Corporation (the “EDC”) and 3 Nations Brewing, LLC, a Texas limited liability company (“Company”).

WHEREAS, EDC owns real property consisting of approximately 0.879 acres and a 5,580 square foot building and described and depicted in further detail in the attached **Exhibit A** (the “Property”); and

WHEREAS, Company plans to improve and occupy the Property and use the Property solely as the site for a Brewpub; (the “Brewpub Project”); and

WHEREAS, a proposed site plan of the Property is attached hereto as **Exhibit B**, which sets forth the layout of parking lots, traffic areas, fire lanes, buildings, and other development aspects planned for development of the Property; and

WHEREAS, the City of Anna, Texas (the “City”) currently lacks an establishment similar to the Brewpub Project to serve as a catalyst for the Downtown area and the EDC’s Board of Directors has found that the Brewpub Project will promote new or expanded business development and advance the Downtown Master Plan; and

WHEREAS, it is projected that the location and operation of the Brewpub in the City will directly create a minimum of 15 jobs; and

WHEREAS, the EDC recognizes the positive economic impact that Brewpub will bring to the City through development and diversification of the economy, reduction of unemployment and underemployment through the production of new jobs, the attraction of new businesses, and the additional tax revenue; and

WHEREAS, as an incentive to develop the Brewpub, the Company has requested a grant (the “Incentive Grant”) and the EDC is willing to pay the Incentive Grant under and subject to the terms and conditions of this Agreement; and

WHEREAS, the EDC is authorized to grant the Incentive Grant under Chapter 504 of the Texas Local Gov’t Code;

NOW, THEREFORE, in consideration of the covenants, promises, and conditions stated in this Agreement, the EDC and Company agree as follows:

Section 1. Effective Date.

The Effective Date of this Agreement shall be the date that the last of the following events have occurred: (1) the EDC Board of Directors has approved and adopted this Agreement and the EDC's President has executed same; (2) Company has duly executed this Agreement and delivered same to the EDC; and (3) the City of Anna, Texas City Council has approved the Brewpub Project by resolution after two separate readings.

Section 2. Term and Termination.

2.01 The term of this Agreement shall commence on the Effective Date, and it shall continue in effect until such time as the parties have fulfilled their obligations hereunder, unless terminated earlier under the provisions of this Agreement.

2.02 The EDC may, at its sole discretion, terminate this Agreement if Company defaults by: (1) failing to timely commence construction of the Brewpub Project in accordance with Section 4.01; (2) by failing to timely obtain a Certificate of Occupancy in accordance with Section 4.01; (3) failing to meet and maintain the Job Creation Requirement; or (4) otherwise breaching its obligations or warranties under this Agreement. If this Agreement is terminated by the EDC under this paragraph, then the EDC shall have no obligation to pay the Incentive Grant to Company. The EDC may cause this Agreement to terminate by following the notice and cure provisions set forth in Section 8.08 and 8.09 of this Agreement.

Section 3. Recitals Incorporated and Definitions.

3.01 The recitals in the preamble to this Agreement are hereby incorporated for all purposes.

3.02 The following words or phrases shall have the following meanings:

“Certificate of Occupancy” means a document entitled “Certificate of Occupancy” (or other similar title) issued by City upon substantial completion of the Brewpub Project in accordance with applicable City Regulations that permits the Brewpub Project to open to the public and operate. A Certificate of Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts, but shall include any temporary certificate of occupancy or other document authorizing temporary or conditional occupancy.

“City Code” means the Anna City Code of Ordinances.

“City Council” means the governing body of the City of Anna, Texas.

“City Regulations” mean City Code provisions, ordinances, design standards,

uniform codes, and other policies duly adopted by the City.

“Commence Construction” means to obtain a building permit from the City and commence the work of constructing, reconstructing, or remodeling any part of a vertical structure or structures composing any part of the Brewpub Project.

“Development” means the Development including the construction of Public Improvements necessary to serve the Property, the features shown on the site plan attached herein as **Exhibit B**, and the construction of the Brewpub Project.

“Effective Date” means the date described in Section 1 of this Agreement.

“Incentive Grant” means the dollar amount of \$650,000.

“Lease Agreement” means that certain lease agreement between the EDC and Company wherein the EDC is the landlord and Company is the tenant concerning the lease of that certain 0.879-acre tract being all of Lot 1, of Independent Bank Addition, an addition to the City of Anna, Collin County, Texas according to the map or plat thereof, as recorded in Volume P, Page 209, of the Map Records, Collin County, Texas.

“Parties” mean the EDC and Company.

“Public Improvements” mean those certain utility, roadway, drainage and other improvements that Company is required to construct/install and dedicate to the City.

Section 4. Company Obligations. The obligations—including without limitation the requirements to meet all deadlines—set forth in this Section 4 are conditions for the Company to receive the Incentive Grant.

4.01. Construction, Location, and Operation of the Brewpub Project; Job Creation. The Brewpub Project shall be located and constructed within the Property consistent with the site plan attached hereto as **Exhibit B**. The deadline for Company to Commence Construction of the Brewpub Project is 90 days after the Effective Date. The deadline for Company to obtain a Certificate of Occupancy for the Brewpub Project is 225 days after the Effective Date. The Company must create a minimum of 15 jobs for employees carrying out the majority of their duties on the Property (the “Job Creation Requirement”). The deadline for Company to meet the Job Creation Requirement is 300 days after the Effective Date. The Job Creation Requirement shall thereafter be maintained while the Lease Agreement is in effect including all renewals or extensions (the “Lease Period”). During the Lease Period, Company shall supply the EDC with true and correct copies of all quarterly, annual, or other reports that Company submits to the Texas Workforce Commission and any other documentation deemed necessary by the EDC to verify to the EDC’s reasonable satisfaction that the Job Creation Requirement has been met and is being maintained as required under this Agreement. The Company shall

provide the EDC with written notice at any time there is noncompliance with the Job Creation Requirement. The EDC may at its discretion grant extensions of time for Company to regain compliance with the Job Creation Requirement; provided that such extensions are valid only if provided as a written notice in accordance with this Agreement.

4.02. Public Improvements Generally. Company shall provide or cause to be provided all Public Improvements, and any required or necessary public improvement not identified in this Agreement that are required by City Regulations in connection with Development, such as streets, utilities, drainage, sidewalks, trails, street lighting, street signage, and all other required improvements, at no cost to the City and in accordance with City Regulations, and as approved by the City's engineer or his or her agent. Company shall cause the timely installation of such improvements in accordance with the City Regulations unless otherwise approved herein. Company shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans must be approved by the City's engineer or his or her agent prior to approval of a final plat of any portion of the Development. Construction of such improvements shall not be commenced until a preconstruction conference has been held regarding the proposed construction and City has issued a written notice to proceed.

4.03. Approval of Plats/Plans. Approval by the City, the City's Engineer or other City employee or representative, of any plans, designs or specifications submitted by Company pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Company, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Designer's engineer, his officers, agents, servants or employees.

4.04. Insurance.

(a) Company shall or shall cause the construction contractor(s) that will perform the construction work related to the Public Improvements to acquire and maintain, during the period of time when any of the Public Improvements are under construction (and until the full and final completion of the Public Improvements and acceptance thereof by the City: (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Improvements construction contracts, whether by Company, a contractor, subcontractor, materialman, or otherwise.

(b) Coverage must be on a “per occurrence” basis. All such insurance shall: (i) be issued by a carrier which is rated “A-1” or better by A.M. Best’s Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Improvement construction contracts, Company shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of same, the City shall receive written notice of such cancellation, non-renewal or modification.

4.05. Company Pays All Fees and Costs. Company shall timely pay, or cause third parties to timely pay, its engineering, planning, accounting, architectural, legal fees and expenses, survey, testing, laboratory costs, license fees, development fees, land clearing and grading costs, advertising and other bidding costs, amounts due under construction contracts, costs of labor and material, inspection fees, impact fees, insurance premiums, interest, carry cost, financing fees and all other fees, costs and expenses incurred in connection with the construction of the Public Improvements.

4.06. City Regulations. Company acknowledges that Development must comply with all applicable City Regulations. Except to the extent this Agreement provides for stricter or more restrictive requirements than those in applicable City Regulations, the applicable City Regulations shall control.

Section 5. Incentive Grant Payment.

Provided that the EDC has not terminated or initiated termination of this Agreement under Section 2.02, the EDC hereby approves the payment of the Incentive Grant to the Company, which shall be paid to Company on the following schedule:

- \$400,000 within 30 days after issuance of building permit;
- \$250,000 within 30 days after issuance of a Certificate of Occupancy.

Notwithstanding the foregoing or any other provision of this Agreement, beginning on the 300th day after the Effective Date, for each and every period of 30 consecutive days that Company has not met or maintained the Job Creation requirement, the Company shall pay the EDC in the amount of \$10,800; provided, however, that this payment obligation shall not apply to any time period for which the EDC has granted an extension in accordance with Section 4.01 as relates to meeting or maintaining the Job Creation Requirement.

Section 6. Buy Local Provision.

6.01. Company agrees to use its commercially reasonable efforts to give

preference and priority to local manufacturers, suppliers, contractors, and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency in the normal course of business.

6.02. For the purposes of this section, the term “local” as used to describe manufacturers, suppliers, contractors, and labor includes firms, businesses, and persons who reside in or maintain an office within a 50-mile radius of Collin County.

Section 7. Warranties. The accuracy of the warranties set forth in this Section 7 are additional conditions for Company to receive the Incentive Grant. Company shall notify the EDC if and when any of the following warranties are no longer accurate. The failure to so notify the EDC is a material breach of this Agreement. Company warrants and represents to the EDC the following:

7.01. Company is a Texas limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas. Company has all corporate power and authority to carry on its business as presently conducted in the State of Texas.

7.02. Company has the authority to enter into and perform, and will perform, the terms of this Agreement to the best of its ability.

7.03. Company has timely filed and will timely file all local, State, and Federal tax reports and returns required by law to be filed and all taxes, assessments, fees, and other governmental charges related to the Development, including applicable ad valorem taxes, have been timely paid, and will be timely paid, during the term of this Agreement.

7.04. Any entity(ies)/individual(s) executing this Agreement on behalf of Company are duly authorized to execute this Agreement on behalf of Company.

7.05. In accordance with Chapter 2264 of the Texas Government Code, Company certifies that neither it, nor a branch, division, or department of Company, will ever knowingly employ an undocumented worker and that if, after receiving any public subsidies under this Agreement, Company, or a branch, division, or department of Company, is convicted of a violation under 8 U.S.C. §1324a(f), as amended or recodified, Company shall repay the total amount of all public subsidies and/or incentives theretofore received under this Agreement with interest at two percent (2%) per annum not later than the 120th day after the date the EDC notifies Company in writing of the violation. The Company does not boycott Israel and will not boycott Israel during the term of this Agreement.

7.06. No litigation or governmental proceeding is pending or, to the knowledge of Company and its general partner and officers, is threatened against or affecting Company, or the Development or the Property, that may result in any material adverse

change in Company's business, properties or operation.

7.07. Company shall not be in breach of any other contract by entering into and performing this Agreement. Company shall amend or enter into any other contract that may be necessary for Company to fully and timely perform its obligations under this Agreement.

Section 8. Miscellaneous.

8.01. Compliance with Laws. Company shall observe and obey all applicable laws, ordinances, regulations, and rules of the Federal, State, county, and city governments related to the Development.

8.02. Non-Discrimination. Company covenants and agrees that Company will not discriminate nor permit discrimination against any person or group of persons, with regard to employment and the provision of services for the Development on the grounds of race, religion, national origin, marital status, sex, age, disability, or in any manner prohibited by the laws of the United States or the State of Texas.

8.03. Time Periods. Time is of the essence in the performance of this Agreement.

8.04. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended equal to the time period the Party was delayed, except that the obligation of any Party to make any payments required pursuant to this Agreement shall not be suspended by force majeure. The term "force majeure" shall include any delay due to any of the following acts or events: (a) wars, terrorism, civil disturbances, riots, insurrections, civil unrest, vandalism and sabotage; (b) transportation disasters, whether by sea, rail, air or land; (c) strikes, lockouts, work stoppage or slowdown or other labor disputes or material shortages; (d) adverse weather conditions, including rain of unusual duration or volume, hurricanes, lightning, tornadoes, earthquakes, floods or acts of God; (e) epidemics or pandemics (not including the COVID-19 pandemic) or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; (f) labor shortages or moratoriums; (g) fire or other material casualty; (h) mechanical failure of equipment; (i) utility delays or interruptions; (j) any emergency event that threatens imminent harm to property or injury to persons; (k) any other causes of any kind whatsoever, whether similar to those enumerated or not, which are beyond the control of such Party in the performance of its obligations hereunder; provided, however, in all cases, only to the extent that the Party claiming force majeure (1) did not

cause such force majeure condition, and (2) throughout the pendency of such force majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such force majeure condition. If a Party is delayed due to force majeure, then such Party shall provide written notice of the delay and applicable extension of time periods to the other Party. In addition, a Party that has claimed the right to temporarily suspend its performance under this section shall provide written reports to the other Party at least once every week detailing: (i) the extent to which the force majeure event or circumstance continue to prevent the Party's performance; (ii) all of the measures being employed to regain the ability to perform; and (iii) the projected date upon which the Party will be able to resume performance, which projected date the Parties agree and acknowledge is only an estimate and not a binding commitment by the Party claiming force majeure.

8.05. Assignment. Except as provided below, Company may not assign all or part of its rights and obligations under this Agreement to a third party without prior written approval of EDC, which approval will not be unreasonably withheld or delayed. The EDC agrees, however, that Company may assign all or part of its rights and obligations under this Agreement to any entity affiliated with Company by reason of controlling, being controlled by, or being under common control with Company or to a third-party lender advancing funds for the construction or operation of Public Improvements. The EDC expressly consents to any assignment described in the preceding sentence and agrees that no further consent of the EDC to such an assignment will be required. Company agrees to provide the EDC with written notice of any such assignment. The foregoing notwithstanding, any assignment of Company's rights under this Agreement shall not release Company from its obligations hereunder.

8.06. INDEMNITY. COMPANY COVENANTS TO FULLY INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY, THE EDC AND THEIR RESPECTIVE OFFICIALS, OFFICERS, BOARD MEMBERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING WITHOUT LIMITATION DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND ASSOCIATED EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF COMPANY, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES THAT RELATE IN ANY MANNER TO COMPANY'S PERFORMANCE OF THIS AGREEMENT OR TO THE DESIGN, CONSTRUCTION, OR INSTALLATION OF THE PUBLIC IMPROVEMENTS AND ANY OTHER IMPROVEMENTS OR CONSTRUCTION RELATED TO THE DEVELOPMENT, INCLUDING WITHOUT LIMITATION INJURY OR DAMAGE TO PUBLIC PROPERTY. THE INDEMNITY PROVIDED

FOR ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY OR THE EDC OR THEIR RESPECTIVE OFFICIALS, OFFICERS, BOARD MEMBERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CITY AND/OR EDC AND COMPANY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OR EDC UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. COMPANY'S OBLIGATIONS UNDER THIS SECTION 8.06 SHALL SURVIVE THE TERM OF THIS AGREEMENT.

8.07. Events of Default by Company. In addition to other events of default by Company set forth in this Agreement, each of the following events constitute a default of this Agreement by Company:

- (a) The EDC reasonably and in good faith determines that any representation or warranty on behalf of Company contained in this Agreement or in any financial statement, certificate, report, or opinion submitted to the EDC or the City in connection with this Agreement was incorrect or misleading in any material respect when made.
- (b) Any attachment or other levy against the Development or any portion thereof with respect to a claim, excluding mechanic's and materialman's liens, remains unpaid, undischarged, or not dismissed for a period of 120 days.
- (c) Company makes an assignment for the benefit of creditors.
- (d) Company files a voluntary petition in bankruptcy or is adjudicated insolvent or bankrupt.
- (e) If taxes owed to the City by Company become delinquent, and Company fails to timely and properly follow the legal procedures for protest or contest.
- (f) Company fails to timely, fully and completely comply with any one or more of the deadlines, material requirements, obligations, duties, terms, conditions or warranties of this Agreement.

8.08. Notice of Default. Should the EDC determine that Company is in default according to the terms of this Agreement, the EDC may notify Company in writing of the event of default, and provide 30 days from the date of the notice ("Cure Period") for Company to cure the event of default; provided, however, in the event if such event of

default is not able to be cured within such 30-day period, Company shall be permitted additional time to effectuate such cure, provided, that in no event shall the Cure Period exceed 60 days from the date of notice from the EDC. Should the EDC fail to timely, fully and completely comply with any one or more of its obligations under this Agreement, such failure shall be an act of default by the EDC and the EDC shall have sixty 60 days to cure and remove the Default after receipt of written notice to do so from Company.

8.09. Results of Uncured Default by Company. If Company fails to cure any default during the Cure Period, the EDC may terminate this Agreement immediately by providing written notice of termination to the Company and the Company shall pay the EDC its reasonable attorney fees, related expenses, and costs of court to collect any amounts due under this Agreement and/or to enforce or terminate this Agreement. Upon full payment by Company of all sums due, the EDC and Company shall have no further obligations to one another under this Agreement. Neither the EDC nor Company may be held liable for any special or consequential damages. This paragraph shall survive the termination of this Agreement.

8.10. No Waiver. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, constitutes a waiver of any subsequent breach of the covenant or condition of this Agreement. No waiver of any covenant or condition, or the breach of any covenant or condition of this Agreement, justifies or authorizes the nonobservance on any other occasion of the covenant or condition or any other covenant or condition of this Agreement. Any waiver or indulgence of Company's default may not be considered an estoppel against the EDC. It is expressly understood that if at any time Company is in default in any of its conditions or covenants of this Agreement, the failure on the part of the EDC to promptly avail itself of the rights and remedies that the EDC may have, will not be considered a waiver on the part of the EDC, but the EDC may at any time avail itself of the rights or remedies or elect to terminate this Agreement on account of the default.

8.11. Limitation of Remedies. Company specifically agrees that the EDC shall not be liable to Company for any actual or consequential damages, direct or indirect, interest, attorney fees or related expenses, or cost of court for any act of default by the EDC under the terms of this Agreement.

8.12. Notices. Any notice and/or statement required and permitted to be delivered under this Agreement shall be deemed delivered by depositing the same in the United States mail, certified with return receipt requested, proper postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the Parties in writing.

COMPANY:

EDC: Anna Economic Development Corporation
Attn.: Economic Development Director
120 W. 7th Street
Anna, Texas 75409

Clark McCoy
Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

Notice is effective upon deposit in the United States mail in the manner provided above.

8.13. Incorporation of Other Documents. The Exhibits referenced in this Agreement and attached hereto are incorporated herein as if set forth in full for all purposes. Said Exhibits include the following:

Exhibit A, Legal Description of the Property
Exhibit B, Brewpub Project Site Plan

8.14. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign Agreements on behalf of each party.

8.15. Relationship of Parties. In performing this Agreement, both the EDC and Company will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose. At no time shall the City or the EDC have any control over or charge of Company's design, construction or installation of any of the infrastructure or public improvements that are the subject of this Agreement, nor the means, methods, techniques, sequences or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise between the EDC and Company.

8.16. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

8.17. Severability. If for any reason, any section, paragraph, subdivision, clause, provision, phrase or word of this Agreement or the application of this Agreement to any person or circumstance is, to any extent, held illegal, invalid, or unenforceable under present or future law or by a final judgment of a court of competent jurisdiction, then the remainder of this Agreement, or the application of the term or provision to persons or

circumstances other than those as to which it is held illegal, invalid, or unenforceable, will not be affected by the law or judgment, for it is the definite intent of the Parties to this Agreement that every section, paragraph, subdivision, clause, provision, phrase, or word of this Agreement be given full force and effect for its purpose. To the extent that any clause or provision is held illegal, invalid, or unenforceable under present or future law effective during the term of this Agreement, then the remainder of this Agreement is not affected by the law, and in lieu of any illegal, invalid, or unenforceable clause or provision, a clause or provision, as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable, will be added to this Agreement automatically.

8.18. Venue. Venue for any legal action related to this Agreement is in Collin County, Texas.

8.19. Interpretation. The Parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

8.20. Sole Agreement. This Agreement constitutes the sole agreement between the EDC and Company as relates to the Development. Any other prior agreements, promises, negotiations, or representations related to the Development, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

8.21. Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

8.22. Binding Agreement. 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 permitted assigns.

8.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and the binding agreement of each Party to the terms herein, but all of which together will constitute one and the same instrument.

8.24. Recording. The Parties agree that neither this Agreement, nor any memorandum or short form of this Agreement, shall be recorded.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

EXECUTED BY THE PARTIES:

3 Nations Brewing, LLC a Texas limited liability company

By: _____
John Royer, its President

State of Texas
County of _____

Before me, on this day personally appeared John Royer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President of 3 Nations Brewing, LLC for the purposes and consideration therein expressed.

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

Notary – State of Texas

ANNA ECONOMIC DEVELOPMENT CORPORATION

By: _____
Bruce Norwood, its President

State of Texas
County of Collin

Before me, on this day personally appeared Bruce Norwood, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President of Anna Economic Development Corporation for the purposes and consideration therein expressed.

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

Notary – State of Texas

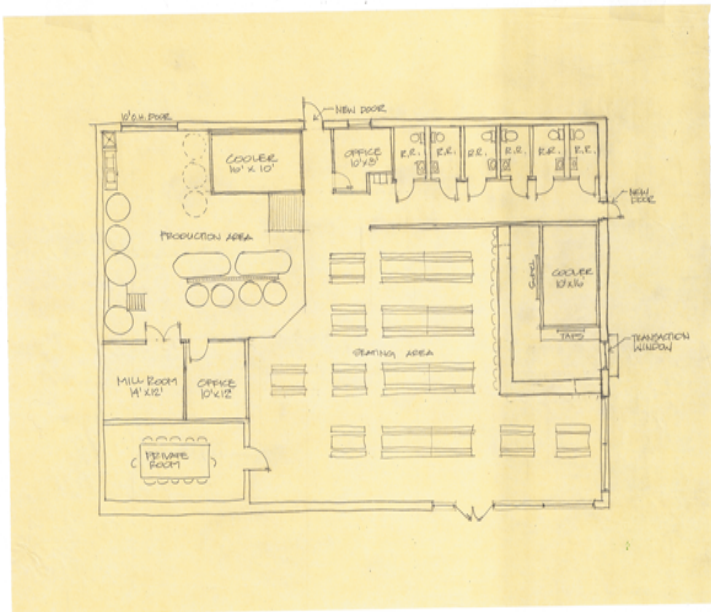
Exhibit A

Legal Description

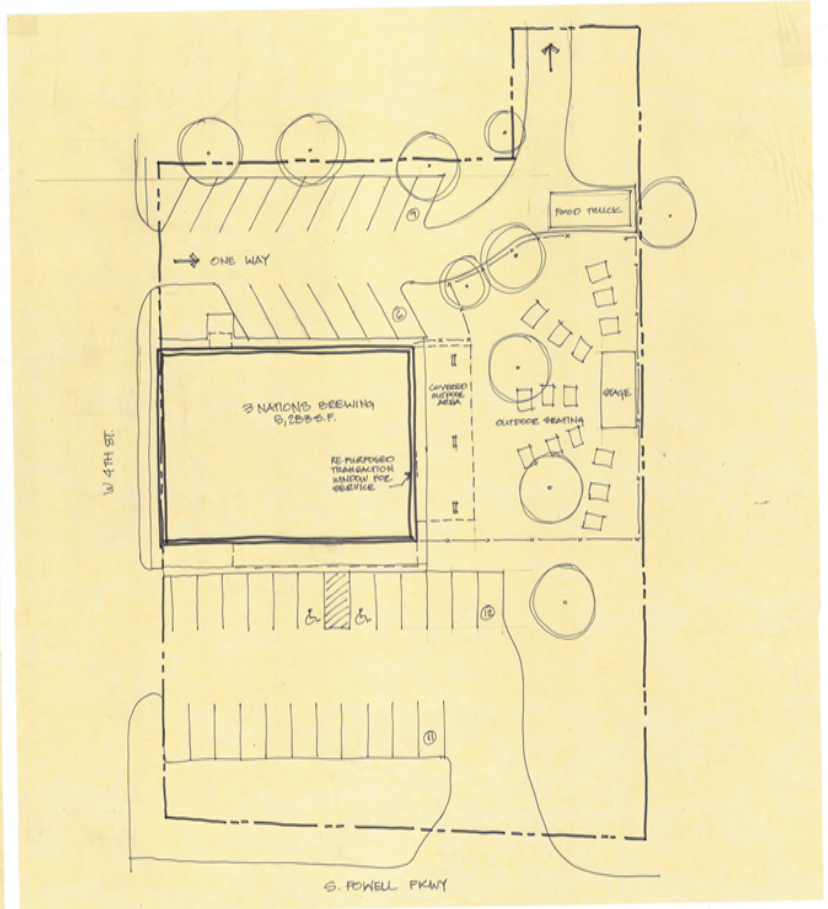
That certain 0.879-acre tract being all of Lot 1, of Independent Bank Addition, an addition to the City of Anna, Collin County, Texas according to the map or plat thereof, as recorded in Volume P, Page 209, of the Map Records, Collin County, Texas.

Exhibit B

Brewpub Project Site Plan



FLOOR PLAN
SCALE: 1/8" = 1'-0"



SITE PLAN
SCALE: 1/8" = 1'-0"

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into by and between ANNA ECONOMIC DEVELOPMENT CORPORATION, a Type A corporation created pursuant to the Texas Development Corporation Act of 1979, as amended and codified ("Landlord") and 3 Nations Brewing, LLC a Texas limited liability company ("Tenant"). For valuable consideration the parties agree as follows:

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

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

(b) Effective Date. The effective date of this Lease is the ____ day of _____ 20____.

(c) Landlord. The Anna Economic Development Corporation.

(d) Lease Year. Each 12-month period commencing on the first day of the first full month of the Term of this Lease following the Effective Date, or anniversary of such date, if this Lease is automatically renewed under Section 2(c) below.

(e) Permitted Exceptions. The conditions, restrictions, easements and encumbrances, if any, affecting title to the Premises set forth in the title policy attached hereto as Exhibit B.

(f) Premises. The 0.879-acre tract of land located on real property at 101 S. Powell Parkway, Anna, Texas 75409 being all of Lot 1, of Independent Bank Addition, an addition to the City of Anna, Collin County, Texas according to the map or plat thereof, as recorded in Volume P, Page 209, of the Map Records, Collin County, Texas and as further described in Exhibit A, attached hereto (the "Premises") located in the City of Anna, Collin County, Texas, along with improvements including the 5,580 square foot building on the Premises ("Improvements").

SECTION 2. Demise, Term.

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

(b) Term. The primary term ("Primary Term") of this Lease shall commence as of the Effective Date hereof and shall expire on the last day of the month during which five years have elapsed from the Effective Date, subject to earlier termination as provided elsewhere in this Lease and to the Renewal Option described in Section 2(g) below. The Primary Term and any Renewal Term or extension thereof pursuant to Section 2(c) or 2(g) below is referred to in this Agreement as the "Term".

(c) Renewal. Subject to earlier termination that may occur under the terms of this Lease, this Lease shall automatically renew for 12-month periods beginning immediately after the end of the Primary Term—or after the end of the Five-Year Renewal Term if Tenant exercises the Renewal Option in Section 2(g), below—either Landlord or Tenant delivers written notice, one to the other, at least 90 days in advance of the end of the current Lease Year, of the intent that this Lease be terminated, in which case this Lease shall terminate at the end of said Lease Year.

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

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

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

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

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

(f) Condition of Premises. TENANT ACKNOWLEDGES THAT TENANT HAS INSPECTED THE PREMISES AND ACCEPTS THE PREMISES AS STATED IN THE CERTIFICATION ATTACHED HERETO AS EXHIBIT C AND DELIVERED BY TENANT TO LANDLORD. FURTHER, IF AT ANY TIME THIS LEASE SHALL BE FOUND OR DECLARED NULL, VOID, ILLEGAL OR OTHERWISE INVALID FOR ANY REASON BY A COMPETENT COURT OR TRIBUNAL WITH PROPER JURISDICTION, TENANT EXPRESSLY COVENANTS AND WARRANTS THAT IT SHALL CEASE ALL OPERATIONS AND VACATE AND SURRENDER THE PREMISES FORTHWITH IN ACCORDANCE WITH THE SURRENDER REQUIREMENTS

UNDER SECTION 10(e) AND OTHER APPLICABLE PROVISIONS OF THIS LEASE AND AGREES THAT LANDLORD SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES CAUSED BY ANY SUCH FINDING OR DECLARATION OF NULLITY, VOIDNESS, ILLEGALITY OR INVALIDITY.

(g) Tenant's Renewal Option. Tenant shall have the option (the "Renewal Option") to extend the Primary Term of this Lease upon the same terms, covenants and conditions as those contained in this Lease (except for the amount of the Rent), for one (1) additional period of five (5) years (the "Five-year Renewal Term"), which Five-Year Renewal Term shall commence on the date after the expiration of the Primary Term, provided that this Lease shall not have been previously terminated, and no Event of Default shall have been committed by Tenant and remain uncured after notice and the applicable cure period. Such Renewal Option may be exercised with respect to the entire Premises only and shall be exercisable by Tenant delivering the Renewal Notice to Landlord at least six-months prior to the expiration of the Term. The Tenant may exercise the Renewal Option under this Section 2(g) only once to secure the Five-Year Renewal Term. The Parties must negotiate the amount of rent for the Five-Year Renewal Period at least six (6) months in advent of the expiration of the Primary Term. Any subsequent renewals shall be pursuant to Section 2(c) and not subject to this Section 2(g).

SECTION 3. Rent and Taxes. Tenant shall pay Landlord the following amounts:

(a) Rent. During the Primary Term, Tenant shall pay \$6,510 per month as rent ("Rent") for the Premises, which shall be due within ten (10) business days of the first day of each month. The amount of Rent for any Term after the Primary Term may be increased by Landlord by no more than 5% of any previous Term.

(b) Taxes. Landlord and Tenant acknowledge and agree that to the extent this Lease results in any part of the Premises being subject to ad valorem taxes ("Taxes"), Tenant shall be liable to pay for any such Taxes as they become due and upon receipt of any tax statement or invoice for same, subject to the following. If during the Term of this Agreement, Taxes shall become due and owing concerning the Premises or any portion thereof, Tenant shall thereafter pay directly to the applicable taxing entity, if permitted by such taxing entity, or, in the alternative, to Landlord, the Taxes assessed against the Premises or any part thereof for any prior, current or subsequent Lease Year during any Term of the Lease. In such event, any such Taxes shall be paid prior to the delinquency date for such Taxes, but in no event earlier than ten days after written notice of the Tax due is delivered to Tenant, along with copies of statements of assessed value and tax statements applicable to each Lease Year to which such taxes apply. Tenant shall have the first and prior right to contest the amount or validity of the taxes pertaining to the Premises by appropriate administrative and legal proceedings brought either in its own name, Landlord's name, or jointly, as Tenant deems appropriate. Landlord shall reasonably cooperate with Tenant in its efforts to minimize the taxes to the lowest possible level but Landlord shall not be required to incur any cost or expense in connection therewith. Landlord shall from time-to-time execute and deliver to Tenant whatever documents may be reasonably required by governmental authorities to evidence Tenant's authority to contest taxes attributable to the Premises. Landlord will send Tenant

copies of any assessed values and statements received by Landlord promptly upon receipt and Tenant shall have the right, at its own expense, in good faith, to contest any such values, Taxes or payments in lieu of taxes and permit the items so contested to remain unpaid during the period of contest and any appeal therefrom, provided that prior to the date the taxes would become delinquent, Tenant provides a bond or other security required by applicable law and otherwise reasonably satisfactory to Landlord in the full amount of the unpaid taxes, together with any penalties, interest or fees attributable thereto that are due or are reasonably anticipated to accrue between the date thereof and the date of final payment of the taxes. Tenant shall be solely responsible for any taxes due and owing with respect to Tenant's personal property. Landlord shall be responsible for payment of any and all taxes attributable to any income of Landlord related to the Premises.

SECTION 4. Improvements, Signs, Additions and Repairs.

(a) Delivery of Premises. Landlord shall deliver exclusive possession of the Premises to Tenant upon the Effective Date, with renovations completed, suitable for commercial office use, empty, broom clean, and with working HVAC, subject only to the provisions and terms of this Lease and the Permitted Exceptions.

(b) Alterations and Improvements. With the exception of signs erected in conformance with applicable laws and ordinances, and construction of Improvements as approved in writing by Landlord, approval not to be unreasonably withheld, and, if required under City ordinance(s), set forth on one or more site plans submitted to and formally approved by the City Council during a duly posted meeting, and constructed in accordance with construction plans submitted to and approved in writing by the City or City staff, Tenant may not at any time construct, alter, change, and/or demolish any signs or Improvements now or hereafter situated on the Premises. If any such construction by Tenant is at any time approved:

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

(2) Such construction, alteration, additions, changes or demolition shall be in compliance with all applicable building codes, zoning, rules, regulations and ordinances affecting construction of such alterations, additions, and changes and shall be commenced only after Tenant has been duly granted all applicable permits for same; and

(c) No Mechanic's Liens. Tenant shall not permit any mechanic's or materialman's liens to be filed against Landlord's interest in the Premises (unless the same are fully bonded so as to cause same to be removed in accordance with applicable law), and Tenant shall indemnify, defend (using counsel acceptable to Landlord in its reasonable discretion), and hold harmless Landlord from and against any costs, liability or expense, including attorney fees, attributable to any such liens. Tenant's obligations under this Section 4(c) shall expressly survive the expiration or earlier termination of this Lease.

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

(e) Repairs. Landlord shall, at its sole cost and expense, perform all repairs and preventative maintenance necessary to maintain the Premises in good condition and repair, including but not limited to the HVAC system, roof, structural portions, foundation, exterior portions, windows, interior and exterior walls and moldings, floors, doors, carpeting, attached light fixtures, plumbing, electrical wiring, switches and circuitry, exterior grounds and parking areas, all to be repaired and maintained in a condition suitable for commercial office use, and keep the Premises in compliance with applicable law throughout the Term. Tenant is otherwise responsible for maintaining the interior of the Premises in good condition, reasonable wear and tear excepted. The foregoing shall not in any way impair or limit Tenant's right to make alterations or additions to the Premises as set forth in Section 4(b) above. Landlord may charge Tenant for reasonable third-party charges for repair of damage to the Premises, other than ordinary wear and tear, caused by Tenant's negligence, willful misconduct or breach of this Lease Agreement.

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

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

SECTION 5. Utilities. Landlord shall at its own expense arrange with the appropriate utility suppliers for services to the Premises (not including internet services or garbage collection), pay all connection, meter and service charges, if any, required to initially connect utilities to the Premises (not including internet services or garbage collection); and Tenant shall accept Landlord's reasonable and customary arrangement for the provision of utilities to the Premises suitable for commercial office use and Tenant shall be solely responsible for the payment of fees and penalties relating to all utility, internet, and garbage-collection services to the Premises.

SECTION 6. Use, Transfers, or Assignments.

(a) Tenant's Use. Except as prohibited or restricted by the Permitted Exceptions, Tenant may use the Premises as a brewery and restaurant, provided that such purpose is otherwise in conformity with all applicable site plans, zoning, and Approvals, and other restrictions set forth in this Lease and which may otherwise apply to the Premises.

(b) Assignment, Subletting. Tenant shall not assign all or any part of this Lease or sublet all or any part of the Premises without Landlord's written consent. In the case of any assignment or sublease permitted by Landlord, Tenant shall not be released from liability under this Lease. All assignments and subleases must be in writing and must be binding on Tenant and the assignee or subtenant. No assignment or sublease may become effective before Landlord has approved in writing the terms of such written assignment or sublease.

SECTION 7. Indemnification, Insurance.

(a) Indemnification. IN ADDITION TO ANY OTHER PROVISIONS OF THIS LEASE, TENANT SHALL INDEMNIFY, HOLD HARMLESS, AND, AT LANDLORD'S OPTION, DEFEND (USING COUNSEL ACCEPTABLE TO LANDLORD IN ITS REASONABLE DISCRETION) LANDLORD AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, LIENS, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, COSTS, REASONABLE ATTORNEY FEES AND LITIGATION COSTS, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS AND CAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OUT OF TENANT'S

USE, OCCUPANCY, CONSTRUCTION, MANAGEMENT OR CONTROL OF THE PREMISES, IMPROVEMENTS OR TENANT'S OPERATIONS, CONDUCT OR ACTIVITIES, UNLESS AND TO THE EXTENT THE SAME IS DUE TO THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF LANDLORD, ITS AGENTS, EMPLOYEES OR CONTRACTORS. TENANT'S OBLIGATIONS UNDER THIS SECTION 7(a) SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE LEASE TERM. **THE FOREGOING INDEMNIFICATIONS ARE EXPRESSLY INTENDED AND SHALL OPERATE TO PROTECT AND INURE TO THE BENEFIT OF THE INDEMNIFIED PARTIES EVEN IF SOME OR ALL OF LIABILITIES ARE ALLEGED OR PROVEN TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF ANY ONE OR MORE OF THE INDEMNIFIED PARTIES.**

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

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

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

(e) Waiver of Subrogation. Landlord shall not be liable by way of subrogation or otherwise to Tenant or to any insurance company insuring Tenant for any loss or damage to any of the property of the Landlord or Tenant covered by insurance even though such loss or damage might have been occasioned by the negligence of: (1) Landlord or its officers, directors, employees, agents, contractors, customers, or visitors and invitees of Landlord at the Premises; or (2) Tenant or its Permittees. This waiver shall be in effect

only so long as the applicable insurance policies shall contain a clause or endorsement to the effect that the waiver shall not affect the right of the insured to recover under such policies. Tenant shall use its best efforts, including payment of any additional premium, to have its insurance policies contain the standard waiver of subrogation clause. In the event Tenant's insurance carrier declines to include in such carrier's policies a standard waiver of subrogation clause, Tenant shall promptly notify Landlord.

SECTION 8. Destruction, Condemnation.

(a) Destruction.

(1) Cancellation. Subject to subsection (2), below, if any portion of the Improvements situated on the Premises shall be damaged or destroyed to the extent that Tenant can no longer peaceably enjoy the Premises after Landlord has had at least 30 days after written notice from Tenant to cure any such damage or destruction, then this Lease shall terminate at Tenant's sole option and discretion indicated by written notice from Tenant within 30 days following such damage or destruction.

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

(3) Insurance Proceeds. Subject to any contrary provision of Section 7 above, all of Tenant's insurance proceeds, if any, payable with respect to damage or destruction of the improvements situated on the Premises shall be retained by and be the property of Tenant.

(b) Condemnation.

(1) Taking of Parking or Access. In the event of a taking by the power of eminent domain or conveyance in lieu thereof ("Taking") of the whole or any part of the Premises, this Lease shall terminate.

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

SECTION 9. Default.

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

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

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

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

SECTION 10. General Provisions.

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

Landlord: Director of Economic Development
Anna Economic Development Corporation
120 W. 7th Street
Anna, Texas 75409

with a copy to: City Manager
City of Anna, Texas
120 W. 7th Street
Anna, Texas 75409

and to: Clark McCoy
Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300

Frisco, Texas 75034

Tenant:

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

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

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

(e) Surrender. Upon the expiration of the Term or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord. Tenant shall remove all Personal Property, which are not fixtures (other than fixtures installed by Tenant pursuant to Section 4(f) above, which Tenant may remove at Tenant's expense), and shall return any area altered by Tenant for use into its previous condition, subject to Landlord's election to allow any specific items to remain "as is," which election Tenant may secure only in writing from Landlord. All other installations or improvements, including all infrastructure, structures, buildings, HVAC equipment, paneling, decorating, partitions, railings, mezzanine floors, and galleries made by either party shall be and become upon installation, the property of Landlord and shall be surrendered with the Premises at the expiration or termination of this Lease unless Landlord notifies Tenant to the contrary in writing, in which event Tenant may remove such property at its expense. Any property not promptly removed by Tenant under the provisions of this subsection may, at

Landlord's option, be deemed to have been abandoned by Tenant and may be retained by Landlord without any claim by Tenant. Tenant shall in any event repair any damage to the Premises caused by Tenant's removal of any property.

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

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

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

(i) Gender, Number. Whenever the sense of this Lease requires it, the use of (1) singular number shall be deemed to include the plural, (2) the masculine gender shall be deemed to include the feminine or neuter gender, and (3) the neuter gender shall be deemed to include the masculine and feminine gender.

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

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

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

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

SIGNATURE PAGES FOLLOW.

SIGNATURES:

LANDLORD:

ANNA ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Bruce Norwood, its President

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____ 2022, by Bruce Norwood, President of Anna Economic Development Corporation, a Type A corporation created pursuant to the Texas Development Corporation Act of 1979, as amended and codified, on behalf of said Type A corporation.

Notary Public/State of Texas

TENANT:

3 NATIONS BREWING, LLC

By: _____
John Royer, its President

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2022, by John Royer, President of 3 Nations Brewing, LLC.

Notary Public/State of Texas

 **North Texas
Surveying, L.L.C.**
Registered Professional Land Surveyors
1080 West University
Suite 100, Ft. Worth, TX 76108
Ph. (817) 454-5874 Fax: (817) 454-5877
www.cdnorthtexasurveying.com
Fax: 817-454-5870

EXHIBIT B
TITLE POLICY AND PERMITTED EXCEPTIONS

Any and all easements and encumbrances of any kind recorded in the Collin County, Texas land records pertaining to the Premises or granted or conveyed by Landlord in accordance with applicable provisions of the Lease.

EXHIBIT C
TENANT'S CERTIFICATE AND AGREEMENT

THIS TENANT'S AS-IS CERTIFICATE AND AGREEMENT (this "Agreement"), is made as the ____ day of _____, 2022 by **ANNA ECONOMIC DEVELOPMENT CORPORATION**, a Type A corporation created pursuant to the Texas Development Corporation Act of 1979, as amended and codified ("Landlord") and **3 Nations Brewing, LLC** ("Tenant").

RECITALS

WHEREAS, pursuant to the terms of that certain Lease Agreement, effective as the ____ day of _____, 2022, by and between Landlord and Tenant (as the same may have been amended or modified, the "Lease"), Landlord agreed to lease to Tenant, *inter alia*, that certain Premises legally described on Exhibit A attached thereto and incorporated herein by this reference, the improvements located thereon and certain rights appurtenant thereto, all as more particularly described in the Lease. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease; and

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

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

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

"Assumed Liabilities" shall mean any and all Liabilities attributable to the physical condition of the Premises, other than latent defects or conditions unknown to Tenant at the Effective Date, or conditions giving rise to work or repairs agreed to be done by Landlord, arising on or after the date hereof and attributable to events or circumstances which may hereafter occur, including, without limitation, (a) all Liabilities with respect to the condition of the Premises for which Tenant is to be responsible for repairs or maintenance under this Lease; (b) all Liabilities relating to the release of or the presence, discovery or removal of any Hazardous Materials caused by Tenant in, at, about or under the Premises, or for, connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 *et seq.*, as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 *et seq.*, or any related claims or causes of action or any other Federal, State or municipal-based statutory or regulatory causes of action for environmental contamination at,

in, about or under the Premises to the extent that any of the foregoing causes of actions or claims arise from or relate to any environmental contamination or violation of Environmental Laws caused or committed by Tenant during Tenant's occupancy of the Premises; and (c) any tort claims made or brought with respect to the Premises arising out of the use or operation thereof by Tenant or its invitees and not arising from Landlord's breach of its obligations under this Lease or with respect to the Premises. Notwithstanding the foregoing, however, "Assumed Liabilities" shall not include any Liabilities arising out of or in connection with:

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

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

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

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

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

- (i) any Tenant's Representative has actual knowledge of such fact or circumstance, or
- (ii) such fact or circumstance is disclosed by the Lease, or any other Document¹ delivered to any of Tenant's Representatives.

(b) Tenant shall be "deemed to know" that any of Landlord's warranties or representations is untrue, inaccurate or incorrect to the extent that:

- (i) any Tenant's Representative has actual knowledge of information which is inconsistent with any of Landlord's Warranties, or
- (ii) the Lease or any Document contains information, which is inconsistent with any of Landlord's warranties or representations.

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

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

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

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

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

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

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

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

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

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

- (ii) the physical condition of the Premises or the condition or safety of the Premises or any component thereof, including, but not limited to, plumbing, sewer, heating, ventilating and electrical systems, roofing, air conditioning, foundations, soils and geology, including Hazardous Materials, lot size, or suitability of the Premises or any component thereof for a particular purpose other than for commercial office use;
 - (iii) the presence or absence, location or scope of any Hazardous Materials in, at, about or under the Premises;
 - (v) whether the improvements are structurally sound, in good condition, or in compliance with applicable Laws, other than that the Premises have been delivered by the Landlord empty and broom clean, that the HVAC system is in working order at the time of delivery, and that the Premises are suitable for commercial office use;
 - (vi) the dimensions of the Premises or the accuracy of square footage, sketches, or revenue or expense projections related to the Premises;
 - (vii) the locale of the Premises, the leasing market for the Premises, or the market assumptions Tenant utilized in its analysis of the Premises and determination of the Rent amount; and
 - (viii) whether the Premises is or would likely constitute a target of terrorist activity or other acts of war.
- (e) Except as otherwise set forth in the Lease, Landlord is under no duty to make any affirmative disclosures or inquiry regarding any matter, which may or may not be known to any of Landlord Parties regarding the physical condition of the Premises, and Tenant, for itself and for its successors and assigns, hereby specifically waives and releases each of the Landlord Parties from any such duty that otherwise might exist.

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

5. Tenant (i) having inspected the Premises as described above, (ii) having conducted, reviewed, examined, evaluated and verified the results of all Due Diligence to the extent Tenant deems appropriate as described above, (iii) having

notified Landlord of any changes, alterations or repairs required to be made to the Premises that Tenant has discovered as a result of such Due Diligence at the time of the signing of this Lease, and (iv) having determined that Tenant shall accept the Premises based exclusively upon its own Due Diligence (except for, and only to the extent of, Landlord's warranties and representations under the Lease), then, accordingly, Tenant agrees with Landlord that Tenant is in fact accepting the Premises based exclusively upon its own Due Diligence, except for, and only to the extent of, Landlord's warranties and representations under the Lease, and to evidence the foregoing, Tenant agrees to release Landlord as set forth below. Accordingly, except as expressly provided herein below in this Section 5, Tenant, for Tenant and Tenant's successors and assigns, hereby releases each of the Landlord Parties from, and waives any and all Assumed Liabilities against each of the Landlord Parties for or attributable to or in connection with the Premises, whether arising or accruing before, on or after the date hereof and whether attributable to events or circumstances, which have heretofore or may hereafter occur.

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

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

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

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

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

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

IN WITNESS WHEREOF, Tenant has executed this Agreement as of the date first set forth hereinabove.

3 Nations Brewing, LLC

By: _____
John Royer, its President

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day
of _____ 2022, by John Royer, President of 3 Nations Brewing, LLC.

Notary Public/State of Texas



Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Acting as the Anna Housing Finance Corporation Board of Directors,
Consider/Discuss/Action on a Resolution approving a bond inducement for The Delvey Multifamily Project. (Director of Economic Development Joey Grisham)

SUMMARY:

JES Development Co. is proposing a 240-unit Multifamily Project in the city's ETJ located at 13550 CR 426 and submitted their application for bonds through the Anna Housing Finance Corporation. To proceed with the developer's application, a bond inducement resolution from the HFC is required. This is just the first step in the process and is not a final approval.

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:

Approve.

ATTACHMENTS:

1. The Delvey Draft Inducement Resolution (Anna HFC) v2

APPROVALS:

Joey Grisham, Director Economic Development
Jim Proce, City Manager

Created/Initiated - 10/6/2022
Final Approval - 10/6/2022

RESOLUTION

A RESOLUTION OF THE ANNA HOUSING FINANCE CORPORATION DECLARING THE INTENT TO ISSUE MULTIFAMILY MORTGAGE REVENUE BONDS OR NOTES WITH RESPECT TO THE DELVEY MULTIFAMILY RENTAL DEVELOPMENT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000; AUTHORIZING THE FILING OF AN APPLICATION FOR ALLOCATION OF PRIVATE ACTIVITY BONDS WITH THE TEXAS BOND REVIEW BOARD; AND AUTHORIZING OTHER ACTION RELATED THERETO

WHEREAS, the Anna Housing Finance Corporation (the “Corporation”) has been created and organized under the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended, (Act), for the purpose of assisting the City of Anna, Texas (the “City”) to provide a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford. **WHEREAS**, the Issuer and/or an entity legally acting for and on behalf of the Corporation (either or both) is or are authorized to provide for the acquisition and construction of multifamily housing projects, and to provide for the issuance of revenue bonds for this purpose.

WHEREAS, JES Dev Co., Inc., is a corporation organized under the laws of the State of Missouri.

WHEREAS, the term "Borrower" shall mean JES Dev Co., Inc. and/or one of its subsidiary, affiliate or related corporations or entities.

WHEREAS, the Borrower has advised the Issuer that it is considering proceeding with the acquisition, construction and/or improvement of a multi-family

project described in **Exhibit A** (Project) within the City of Anna, Texas and within the jurisdiction of the Issuer.

WHEREAS, the Borrower has advised the Issuer that a contributing factor which would further induce the Borrower to proceed with providing for the acquisition, construction and/or improvement of the Project would be a commitment and agreement by the Issuer to consider issuing bonds.

WHEREAS, the Borrower has proposed to the Issuer that the Borrower will be further induced to proceed with providing for the acquisition, construction and/or improvement of the Project if the Issuer will make such commitment and agreement and adopt this Resolution.

WHEREAS, all or a portion of the expenditures relating to the Project (Expenditures) have been paid within 60 days prior to the passage of this Resolution or will be paid on or after the passage of this Resolution.

WHEREAS, the Issuer reasonably expects (based upon information supplied by the Borrower, upon which it is reasonable and prudent for the Issuer to rely) to reimburse the Borrower or persons acting on its behalf for the Expenditures with the proceeds of the Bonds.

WHEREAS, the Issuer declares that this Resolution shall, in accordance with its provisions, constitute the agreement of the Issuer to issue the Bonds in such aggregate principal amount, now estimated not to exceed \$40,000,000, as is actually required to finance and pay for the acquisition, construction and/or improvement of the Project.

WHEREAS, the Issuer finds, considers, and declares that the issuance of the Bonds in the amount identified above and for the purpose identified above will be appropriate and consistent with the objectives of the Act, and that the adoption of this Resolution constitutes, (i) an inducement to the Borrower to proceed with providing for the acquisition, construction and/or improvement of the Project, (ii) the taking of affirmative official action by the Issuer, acting by and through its Board of Directors, towards 1.150-2 the issuance of the Bonds, and that such action is similar to the adoption of a bond resolution/within the meaning of Section 1.103-8(a)(5) of the Federal Treasury Regulations and (iii) the declaration of the intention of the Issuer, in accordance with the provisions of Section 1.150-2 of the Federal Treasury Regulations, to reimburse the Expenditures for the Project at such time as the Bonds are issued;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS
OF ANNA HOUSING FINANCE CORPORATION THAT:**

Section 1. The Issuer agrees as follows:

(a) To consider adopting a bond resolution or bond resolutions prepared by its Bond Counsel, McCall, Parkhurst & Horton L.L.P., Dallas, Texas, when requested by the Borrower, authorizing the issuance of Bonds pursuant to the Act, and to issue the Bonds, subject to the requirements of the Act and the Corporation's bylaws, the execution of the appropriate agreements or contracts described in (b), below, and the sale of the Bonds under terms and conditions satisfactory to the Issuer and the Borrower, to finance and pay for the acquisition, construction and/or improvement of the Project, including amounts sufficient to pay the fees, expenses, and costs in connection with such issuance, including an amount adequate to reimburse the Issuer

for its administrative and overhead expenses and costs with respect to the Bonds and the Project, with the Bonds to be payable from payments by the Borrower to the Issuer and/or to a corporate trustee in such sums as are necessary to pay the principal of, interest on, and redemption premium, if any, together with the paying agents' and trustee's fees on, the Bonds, as and when the same shall become due and payable.

(b) Prior to the issuance of the Bonds, when requested by the Borrower, to enter into such loan agreement, installment sale agreement, lease, and/or any other appropriate contracts or agreements between the Issuer and the Borrower as are mutually acceptable in all respects to the Issuer and the Borrower, under which the Borrower will be obligated to make payments to the Issuer and/or to a corporate trustee in such sums as are necessary to pay the principal of, interest on, and redemption premium, if any, together with the paying agents' and trustee's fees on, the Bonds, as and when the same shall become due and payable, and with such payments also to be sufficient to defray the Issuer's administrative, overhead, and other expenses and costs with respect to the Bonds and the Project.

(c) To take, or cause to be taken, such other action, and to execute such additional contracts and agreements mutually agreeable to the parties in all respects, when requested by the Borrower as may be required in accordance with the Act and this Resolution to cause the issuance of the Bonds and to obtain an allocation of state volume cap for the Bonds.

Section 2. Subject to the provisions of Section 3 of this Resolution, by the acceptance of this Resolution and proceeding with the Project, the Borrower agrees that it will (i) fully indemnify and hold the Issuer harmless from any and all damages, losses, and

reasonable expenses, including attorneys' fees, arising at any time from or with respect to the Bonds or the Project (except those resulting from gross negligence or willful misconduct of the Issuer), and (ii) pay or reimburse the Issuer for all reasonable and necessary out-of-pocket expenses, including attorneys' fees and expenses and the fees and expenses of other consultants, which the Issuer may incur at the request of the Borrower arising from the performance or attempted performance by the Issuer of its obligations hereunder.

Section 3. Nothing contained in this Resolution shall be interpreted as to bind the Issuer to issue any bonds. The Issuer shall have the authority, without cause, not to issue bonds.

Section 4. Subject to the provisions of Section 3 of this Resolution, the adoption of this Resolution constitutes the acceptance of the Borrower's proposal that it be further induced to proceed with providing for the acquisition, construction and/or improvement of the Project, and this proposal and acceptance shall constitute an agreement between the Issuer and the Borrower in accordance with the provisions of this Resolution.

Section 5. The Issuer reasonably expects (based upon information supplied by the Borrower, upon which it is reasonable and prudent for the Issuer to rely) to reimburse the Expenditures with the proceeds of the Bonds.

APPROVED: _____
Stan Carver II, President

ADOPTED: October 11 , 2022

ATTEST: _____

EXHIBIT A

DESCRIPTION OF PROJECT

The Delvey will consist of approximately 240-units of multifamily residential housing project proposed to be located at approximately 13550 County Road 426, City of Anna, Texas 75409.



Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Joey Grisham

AGENDA ITEM:

Acting as the Anna Public Facility Corporation Board of Directors,
Consider/Discuss/Action on a Resolution approving a bond inducement for The Reserve
at Anna Multifamily Project. (Director of Economic Development Joey Grisham)

SUMMARY:

Liberty Multifamily Group is proposing a 206-unit senior living development near SH 121 and CR 526 and submitted their application for bonds through the Anna Public Facility Corporation. To proceed with the developer's application, a bond inducement resolution from the PFC is required. This is just the first step in the process and is not a final approval.

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:

Approve.

ATTACHMENTS:

1. The Reserve at Anna Draft Inducement Resolution (Anna PFC) v2

APPROVALS:

Joey Grisham, Director Economic Development
Jim Proce, City Manager

Created/Initiated - 10/6/2022
Final Approval - 10/6/2022

RESOLUTION

A RESOLUTION OF THE ANNA PUBLIC FACILITY CORPORATION DECLARING THE INTENT TO ISSUE MULTIFAMILY MORTGAGE REVENUE BONDS OR NOTES WITH RESPECT TO THE RESERVE AT ANNA SENIOR APARTMENTS MULTIFAMILY RENTAL DEVELOPMENT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$32,000,000; AUTHORIZING THE FILING OF AN APPLICATION FOR ALLOCATION OF PRIVATE ACTIVITY BONDS WITH THE TEXAS BOND REVIEW BOARD; AND AUTHORIZING OTHER ACTION RELATED THERETO

WHEREAS, the Anna Public Facility Corporation (the “Corporation”) has been created and organized under the provisions of the Public Facility Corporation Act, Chapter 303, Texas Local Government Code, as amended, (Act), for the purpose of assisting the City of Anna, Texas (the “City”) in financing, refinancing, owning or providing public facilities.

WHEREAS, the Issuer and/or an entity legally acting for and on behalf of the Corporation (either or both) is or are authorized to provide for the acquisition and construction of multifamily housing projects, and to provide for the issuance of revenue bonds for this purpose.

WHEREAS, Anna Reserve TC I, LP, is a to-be-formed limited partnership organized under the laws of the State of Texas.

WHEREAS, the term "Borrower" shall mean Anna Reserve TC I, LP and/or one of its subsidiary, affiliate or related corporations or entities.

WHEREAS, the Borrower has advised the Issuer that it is considering proceeding with the acquisition, construction and/or improvement of a multi-family project described in **Exhibit A** (the “Project”) within the City of Anna, Texas and within the jurisdiction of the Issuer.

WHEREAS, the Borrower has advised the Issuer that a contributing factor which would further induce the Borrower to proceed with providing for the acquisition, construction and/or improvement of the Project would be a commitment and agreement by the Issuer to consider issuing bonds.

WHEREAS, the Borrower has proposed to the Issuer that the Borrower will be further induced to proceed with providing for the acquisition, construction and/or improvement of the Project if the Issuer will make such commitment and agreement and adopt this Resolution.

WHEREAS, all or a portion of the expenditures relating to the Project (Expenditures) have been paid within 60 days prior to the passage of this Resolution or will be paid on or after the passage of this Resolution.

WHEREAS, the Issuer reasonably expects (based upon information supplied by the Borrower, upon which it is reasonable and prudent for the Issuer to rely) to reimburse the Borrower or persons acting on its behalf for the Expenditures with the proceeds of the Bonds.

WHEREAS, the Issuer declares that this Resolution shall, in accordance with its provisions, constitute the agreement of the Issuer to issue the Bonds in such aggregate principal amount, now estimated not to exceed \$32,000,000, as is actually required to finance and pay for the acquisition, construction and/or improvement of the Project.

WHEREAS, the Issuer finds, considers, and declares that the issuance of the Bonds in the amount identified above and for the purpose identified above will be appropriate and consistent with the objectives of the Act, and that the adoption of this

Resolution constitutes, (i) an inducement to the Borrower to proceed with providing for the acquisition, construction and/or improvement of the Project, (ii) the taking of affirmative official action by the Issuer, acting by and through its Board of Directors, towards the issuance of the Bonds, and that such action is similar to the adoption of a bond resolution/within the meaning of Section 1.103-8(a)(5) of the Federal Treasury Regulations and (iii) the declaration of the intention of the Issuer, in accordance with the provisions of Section 1.150-2 of the Federal Treasury Regulations, to reimburse the Expenditures for the Project at such time as the Bonds are issued;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
DIRECTORS OF ANNA PUBLIC FACILITY CORPORATION
THAT:**

Section 1. The Issuer agrees as follows:

(a) To consider adopting a bond resolution or bond resolutions prepared by its Bond Counsel, McCall, Parkhurst & Horton L.L.P., Dallas, Texas, when requested by the Borrower, authorizing the issuance of Bonds pursuant to the Act, and to issue the Bonds, subject to the requirements of the Act and the Corporation's bylaws, the execution of the appropriate agreements or contracts described in (b), below, and the sale of the Bonds under terms and conditions satisfactory to the Issuer and the Borrower, to finance and pay for the acquisition, construction and/or improvement of the Project, including amounts sufficient to pay the fees, expenses, and costs in connection with such issuance, including an amount adequate to reimburse the Issuer for its administrative and overhead expenses and costs with respect to the Bonds and the Project, with the Bonds to be payable from payments by the Borrower to the Issuer

and/or to a corporate trustee in such sums as are necessary to pay the principal of, interest on, and redemption premium, if any, together with the paying agents' and trustee's fees on, the Bonds, as and when the same shall become due and payable.

(b) Prior to the issuance of the Bonds, when requested by the Borrower, to enter into such loan agreement, installment sale agreement, lease, and/or any other appropriate contracts or agreements between the Issuer and the Borrower as are mutually acceptable in all respects to the Issuer and the Borrower, under which the Borrower will be obligated to make payments to the Issuer and/or to a corporate trustee in such sums as are necessary to pay the principal of, interest on, and redemption premium, if any, together with the paying agents' and trustee's fees on, the Bonds, as and when the same shall become due and payable, and with such payments also to be sufficient to defray the Issuer's administrative, overhead, and other expenses and costs with respect to the Bonds and the Project.

(c) To take, or cause to be taken, such other action, and to execute such additional contracts and agreements mutually agreeable to the parties in all respects, when requested by the Borrower as may be required in accordance with the Act and this Resolution to cause the issuance of the Bonds and to obtain an allocation of state volume cap for the Bonds.

Section 2. Subject to the provisions of Section 3 of this Resolution, by the acceptance of this Resolution and proceeding with the Project, the Borrower agrees that it will (i) fully indemnify and hold the Issuer harmless from any and all damages, losses, and reasonable expenses, including attorneys' fees, arising at any time from or with respect to the Bonds or the Project (except those resulting from gross negligence or willful

misconduct of the Issuer), and (ii) pay or reimburse the Issuer for all reasonable and necessary out-of-pocket expenses, including attorneys' fees and expenses and the fees and expenses of other consultants, which the Issuer may incur at the request of the Borrower arising from the performance or attempted performance by the Issuer of its obligations hereunder.

Section 3. Nothing contained in this Resolution shall be interpreted as to bind the Issuer to issue any bonds. The Issuer shall have the authority, without cause, not to issue bonds.

Section 4. Subject to the provisions of Section 3 of this Resolution, the adoption of this Resolution constitutes the acceptance of the Borrower's proposal that it be further induced to proceed with providing for the acquisition, construction and/or improvement of the Project, and this proposal and acceptance shall constitute an agreement between the Issuer and the Borrower in accordance with the provisions of this Resolution.

Section 5. The Issuer reasonably expects (based upon information supplied by the Borrower, upon which it is reasonable and prudent for the Issuer to rely) to reimburse the Expenditures with the proceeds of the Bonds.

APPROVED: _____
Stan Carver II, President

ADOPTED: October 11 , 2022

ATTEST: _____

EXHIBIT A

DESCRIPTION OF PROJECT

The Reserve at Anna Senior Apartments will consist of approximately 206-unit of multifamily residential housing project proposed to be located near the southwest corner of highway 121 and County Road 526 in Anna, Collin County, TX.



Item No. 7.h.

City Council Agenda
Staff Report

Meeting Date: 10/11/2022
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution approving an agreement by and between the City of Anna, Texas and Freese and Nichols, Incorporated, for the design of the Hurricane Creek Interceptor Sewer project from FM 455 to the northern City Limits in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna Wastewater Master Plan identifies a large sewer system for the Hurricane Creek Sewer Basin west of US 75 along Hurricane Creek from the northern edge to the southern edge of the City. At the southern edge is the future Hurricane Creek Regional Wastewater Treatment Plant. At the northern edge is a connection to the City of Van Alstyne, so that the City of Anna can provide wholesale wastewater treatment services to Van Alstyne at a contract price.

Currently, the city is in the final stages of receiving the TCEQ permit for the new Hurricane Creek Regional Wastewater Treatment Plant. Also underway is the construction of the Hurricane Creek Line B Sewer, which will connect from the treatment plant up to FM 455.

The project on this agenda is for the design of the trunk sewer from FM 455 to the northern City Limit, known as the Hurricane Creek Interceptor Sewer project. Freese & Nichols completed a conceptual engineering design, which is attached as Exhibit "A." They completed this work at the end of September and are prepared to begin full engineering plans. Staff has reviewed and approved the concept plans.

This project is critical for the growth and development of Anna for all land north of FM 455 and west of US 75. In addition, this line will provide the connection from Van Alstyne, allowing the City of Anna to provide Van Alstyne with wastewater treatment and transmission at a contract price.

If approved, design will commence immediately, with the project going to construction approximately 12 months from now.

Funding for the project is through Wastewater Impact Fees, in line with the City Council's strategic goal of growth paying for growth. Once this project is built, the City of Anna will have the primary sewer infrastructure in place for the west side of the City.

FINANCIAL IMPACT:

This capital improvement project is in the City's CIP Plan and is to be funded with Wastewater Impact Fees in an amount not to exceed \$1,111,965.

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. Wastewater Master Plan Map
2. ANNA STANDARD PROFESSIONAL SERVICES AGREEMENT_HURRICANE CREEK WW INTERCEPTOR
3. CONSTRUCTION OPINION OF PROBABLE COST
4. Preliminary Schedule
5. RES. Professional Services - Freese & Nichols
6. Exhibit A - Concept Design

APPROVALS:

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

Created/Initiated - 10/4/2022
Final Approval - 10/6/2022

**PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES**

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS AGREEMENT is made and entered into as of the 27th day of September, 2022, by and between the City of Anna, Texas, a Texas municipal corporation, with its principal office at 111 North Powell Parkway, Anna, Collin County, Texas 75409, hereinafter called "OWNER" and Freese and Nichols, Inc. with its corporate office at 801 Cherry Street, Suite 2800, Fort Worth, Texas 76102, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1
EMPLOYMENT OF CONSULTANT

OWNER hereby contracts with CONSULTANT, as an independent contractor, and CONSULTANT hereby agrees to perform the services herein in connection with the Project as stated in the sections to follow, with diligence and in accordance with the professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, the general services traditionally performed by a municipally retained or employed engineer including without limitation the services described under Article 2.A. of this Agreement

ARTICLE 2
SCOPE OF SERVICES

CONSULTANT shall perform the following services in a professional manner:

A. CONSULTANT shall perform all those services as necessary and as described under "Scope of Services" as set forth under OWNER's Request for Qualifications, which is attached hereto and made a part hereof as Exhibit "A" as if written word for word herein and in addition:

1. Provide review of plats, site plans, concept plan, specifications, bidding documents, construction plans, studies prepared by other Professional Engineers and Registered Professionals Land Surveyors that are submitted to the City in conformance with City's subdivision regulations. Review is for general conformance to the City's standards and good engineering practice. The review does not guarantee the completeness, accuracy

or correctness of the documents prepared by other professionals licensed or registered by the State of Texas.

2. Provide engineering consultation services relative to the administration of the City's Flood Prevention Ordinance.

3. Preparation of specifications, contract documents and construction plans for City Capital Improvements project, rehabilitation projects and any other project that falls within the realm of a municipal public works civil engineering project.

4. Complete engineering, topographic and boundary surveys as requested by the City.

5. Land surveys and office computations required to develop plats and metes and bounds descriptions for easements, property acquisition, CCN acquisitions or municipal annexations.

6. Complete feasibility studies as requested by the City.

- B. To, upon request by OWNER, perform the types of services set forth in CONSULTANT's Statement of Qualifications, which proposal is attached hereto and made a part hereof as Exhibit "B" as if written word for word herein.
- C. CONSULTANT shall perform appropriate services set forth in individual task orders which shall be governed by the terms of this Agreement.
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement or any task orders, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE 3

ADDITIONAL SERVICES

Additional services to be performed by CONSULTANT, if authorized by OWNER, whether included in the above-described Scope of Services, are described as follows:

- A. During the course of the Project, as requested by OWNER, CONSULTANT will be available to accompany OWNER's personnel when meeting with or having dealings with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, or other regulatory agencies. CONSULTANT will assist OWNER's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for OWNER's compliance efforts.
- B. Assisting OWNER 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, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

- C. Sampling, testing, or analysis beyond that specifically included in the above-described Scope of Services.
- D. Preparing copies of computer aided drafting (CAD) electronic data bases, drawings, or files for OWNER's use in a future CAD system.
- E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- F. 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 OWNER.
- G. Providing geotechnical investigations, including soil borings, related analyses, and recommendations.

ARTICLE 4 **PERIOD OF SERVICE**

This Agreement shall become effective upon execution of this Agreement by OWNER and CONSULTANT and upon issue of a notice to proceed by OWNER and shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule(s) established by OWNER, acting through its City Manager or his designee.

ARTICLE 5 **COMPENSATION**

A. COMPENSATION TERMS:

- 1. "Subcontract Expense" is defined as expenses incurred by CONSULTANT in employment of others in outside firms for services in the nature of, geotechnical evaluations, traffic engineering and other necessary support labor incident to the work required under the Scope of Services and Additional Services.
- 2. "Direct Non-Labor Expense" is defined as that expense for any OWNER-authorized assignment incurred by CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

- B. **BILLING AND PAYMENT:** For and in consideration of the professional services to be performed by CONSULTANT herein, OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in Exhibit "C" which is attached hereto and made a part of this Agreement as if written word for word herein.

Partial payments to CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. OWNER shall not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by OWNER for any charge, expense, or reimbursement above any maximum not-to-exceed fee as stated within any specified task order, without first having obtained written authorization from OWNER. CONSULTANT shall not proceed to perform any services without obtaining prior written authorization from the City Manager or his designee.

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by OWNER in Article 3, CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in Exhibit "C." Payments for additional services shall be due and payable upon submission by CONSULTANT and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If OWNER fails to make payments due CONSULTANT for services and expenses within 60 days after receipt of CONSULTANT's undisputed statement thereof, the amounts due CONSULTANT will be increased by the rate of one percent (1%) per month from the said 60th day, and, in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require OWNER to pay the late charge of one percent (1%) set forth herein if OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article 5, "Compensation."

ARTICLE 6

OBSERVATION AND REVIEW OF THE WORK

CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to OWNER any defects or deficiencies in the work of CONSULTANT or any subcontractors or subconsultants.

ARTICLE 7

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service and shall become the property of OWNER upon the termination of this Agreement. CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein and by CONSULTANT at the time such information and materials are delivered, CONSULTANT is released from any and all liability relating to such use in that project.

ARTICLE 8

INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status. OWNER shall not control the means, methods, sequences, procedures, or techniques utilized by CONSULTANT to perform work or services under this Agreement or any associated task order.

ARTICLE 9

AUDITS AND INSPECTION

OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. CONSULTANT shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, CONSULTANT shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents, and other evidence pertaining to this agreement, and to allow OWNER similar access to those documents. All books and records will be made available within a 50-mile radius of the City of Anna. The cost of the audit will be borne by OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by CONSULTANT which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in OWNER's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall

be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE 10 **INDEMNITY AGREEMENT**

CONSULTANT shall indemnify, save and hold harmless OWNER and its officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the OWNER, that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT'S agent, another consultant under contract, or another entity over which the CONSULTANT exercises control.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 11 **INSURANCE**

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.
- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. CONSULTANT shall furnish insurance certificates or insurance policies at OWNER's request to evidence such coverages. Except for workers compensation and professional liability, the insurance policies shall name OWNER as an additional insured

and shall contain a provision that such insurance shall not be canceled or reduced with respect to by coverages or endorsements without 30 days' prior written notice to OWNER and CONSULTANT. In such event, CONSULTANT shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.

ARTICLE 12

TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving 30 days' advance written notice to the other party.
- B. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to OWNER within 30 days after the date of termination. OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article 5 "Compensation." Should OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to OWNER on or before the date of termination but may maintain copies of such documents for its use.

ARTICLE 13

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the design or other work prepared by CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE 14

NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three days after mailing:

To CONSULTANT:

Managing Partner/Owner
Firm Name
11910 Greenville Ave., Suite 600
Dallas, Texas 75243

To OWNER:

City Manager
City of Anna
120 W. 7th Street
P.O. Box 776
Anna, Texas 75409

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three days after mailing.

ARTICLE 15 **ENTIRE AGREEMENT**

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior or contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE 16 **SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 17 **COMPLIANCE WITH LAWS**

CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

ARTICLE 18 **DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE 19

PERSONNEL

- A. CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of or have any contractual relations with OWNER. CONSULTANT shall inform OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by CONSULTANT or under its supervision. All personnel engaged in work shall be qualified and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE 20 **ASSIGNABILITY**

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of OWNER.

ARTICLE 21 **MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE 22 **MISCELLANEOUS**

- A. The following exhibits are attached to and made a part of this Agreement:
 - Exhibit A – Scope of Services (15 pages)
 - Exhibit B – Master Service Agreement with the City (28 pages)
 - Exhibit C – Fee Schedule (2 pages)
- B. CONSULTANT agrees that OWNER shall, until the expiration of four years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONSULTANT involving transactions relating to this Agreement. CONSULTANT agrees that OWNER shall have access during normal working hours to all necessary CONSULTANT facilities and shall

be provided adequate and appropriate working space in order to conduct audits in compliance with this section. OWNER shall give CONSULTANT reasonable advance notice of intended audits.

- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Daniel Huffines, PE. However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.
- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by OWNER.
- F. OWNER shall assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for CONSULTANT to enter in or upon public and private property as required for CONSULTANT to perform services under this Agreement. Additional information to be provided by the City is set forth in Exhibit "D" as if written word for word herein.
- G. CONSULTANT shall at all times maintain OWNER'S confidential or proprietary information in confidence and shall disclose same to third parties only as specifically instructed by OWNER. Any disclosure of privileged or confidential information by OWNER to CONSULTANT is in furtherance of OWNER's purposes and is not intended to and does not waive any privileges that may exist with regard to such information.
- H. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS HEREOF, the City of Anna, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this the 8th day of December 2009.

CITY OF ANNA, TEXAS

JIM PROCE,
CITY MANAGER

ATTEST:
CARRIE LAND, CITY SECRETARY

FREESE AND NICHOLS, INC.

CLAYTON C. BARNARD
PRINCIPAL / VICE PRESIDENT

WITNESS:

BY: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER**ARTICLE I**

PROJECT DESCRIPTION: The City of Anna (Owner) is proceeding with design and construction of the Hurricane Creek 48" Wastewater Interceptor (The Project) to support continued growth in the Hurricane Creek wastewater basin. The Project will include the design of approximately 9,900 linear feet (LF) of the 48" wastewater interceptor and generally follow the selected alignment depicted as Phase I in the alignment study mapbook provided on August 26, 2022. The proposed interceptor will begin at a proposed junction structure at the downstream FM 455 connection to the Proposed 30" wastewater inceptor being provided by others and terminate at the southern boundary of the Mantua development. As noted, the project is anticipated to have one junction structure at the downstream connection. Currently no other structures, odor control, nor aerial/siphoned channel crossings are anticipated, but can be provided as an additional service if determined necessary as design progresses.

FNI's final design will include gravity interceptor plan and profile, construction details, suggested by-pass pumping plan (if necessary), and technical specifications. Bid and construction phase services will be included in addition to the final design. Topographic survey, geotechnical services, environmental services, geomorphic assessment, easement documents and sub-surface utility engineering services will be utilized for final design and will be provided as Special Services.

FNI will utilize the Owner's current master plan for general location and sizing aspects. No planning and/or modeling efforts are included with this Project.

The Project will include the following construction bid packages:

1. Hurricane Creek 48" Wastewater Interceptor

If more construction or material bid packages are included, then they can be provided as an additional service.

The Project procurement method will include conventional bid procurement and will include the conventional design-bid-build delivery method.

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

GENERAL REQUIREMENTS

Upon execution of this Agreement and throughout the duration of the project, FNI shall perform the below items. These services will be incorporated accordingly into the subsequent tasks.

1. Conduct kickoff meeting to review scope, schedule, and budget; determine any special conditions that may affect design and/or construction; discuss administrative requirements of Owner; and to develop design criteria.
2. Manage efforts of internal design team and sub-consultants on the Project and perform Quality Control review of all deliverables.
3. Prepare meeting agendas and minutes and attend the following meetings:
 - a. Attend up to four (4) meetings with third parties, utility providers, including developers or other consultants providing services to Owner.

- b. Attend up to two (2) workshops for review of milestone design submittals (60% and 95%).
 - c. Attend up to four (4) periodic meetings throughout the final design phase.
 - d. No public or planning/development meetings are anticipated, but can be provided as an additional service.
- 4. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded.
- 5. Prepare monthly reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare monthly invoices.
- 6. Deliverables include the following:
 - a. Agendas and minutes for all meetings
 - b. Project schedule updated monthly
 - c. Monthly reporting
 - d. Monthly invoices
- A. FINAL DESIGN PHASE: FNI shall provide professional services in this phase as follows:
 - 1. Advise Owner as to the necessity of Owner's providing or obtaining data or services from others and assist Owner in connection with any such services. Collect and review existing data, reports, mapping, and records from Owner. Review documents associated with the project. Provide analyses of Owner's requirements for the Project, including planning, surveys, site evaluations and comparative studies of prospective sites and solutions.
 - 2. Make changes to the accepted alignment based on continued development within the pipeline corridor and field feedback received from the environmental and geomorphic teams.
 - 3. Provide GIS alignment to surveyor to commence property boundary and topographical survey. Owner and FNI will coordinate Right of Entry aspects.
 - 4. Prepare gravity interceptor improvement plans based on Special Services survey, SUE, environmental, and geomorphic considerations.
 - 5. The 95% design will include the design and details for the downstream junction box structure.
 - 6. Prepare front end documents, including bid documents, general conditions, and special conditions for the construction and equipment packages, based upon FNI's standard documents. Meet with Owner to resolve review comments, and revise documents accordingly.
 - 7. Advise Owner of need for and recommend scope of additional Special Services, not already included in Article II of this Scope of Work. The cost of such additional Special Services shall be paid by Owner and are not included in the services performed by FNI.
 - 8. Prepare applications for routine permits such as road and utility crossing permits, and TCEQ Approval. Environmental and United States Army Corp of Engineers (USACE) permitting are included as Special Service in Article II.
 - 9. Furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.
 - 10. Prepare opinion of probable construction cost at the 60% and 95% submittals.

11. 60% Review: Prepare drawings, specifications, construction contract documents, designs, and layouts of improvements to be constructed. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed. Furnish Owner three (3) sets of copies of drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and specifications and receive comments. Review documents will include dimensional layout drawings, plans, sections and elevations for all the trades, typical details, and most special details. The draft specifications will include major material items. Pipeline plans will include plan and profile sheets, pipeline appurtenances, and typical details. FNI will receive comments from Owner and address comments in the 95% Review.
12. 95% Review: Furnish Owner three (3) sets of copies of drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and specifications and receive comments. Review documents will include all plans and specifications with minor corrections and notes remaining. FNI will receive comments from Owner and address comments in the Final Draft. Upon final approval by Owner, FNI will provide Owner three (3) sets of copies of Final "Sealed" plans and specifications.
13. Deliverables for the Final Design Phase include:
 - a. Front end documents for construction
 - b. Routine Permit Applications (Road Crossing, Utility Crossing, and TCEQ Approval)
 - c. Information to utility companies to acquire utility service (electric, telephone, water, wastewater, gas)
 - d. OPCC at 60% and 95% submittals
 - e. 60% submittal of Plans and Specifications
 - f. 95% submittal of Plans and Specifications
 - g. Final "Sealed" Plans and Specifications

B. BID OR NEGOTIATION PHASE: Upon completion of the design services and approval of Final "Sealed" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:

1. Assist Owner in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Owner to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Owner.
2. Submit electronic copies of plans, specifications and bidding documents to CIVCAST. Prospective bidders may download and print documents from CIVCAST, who will maintain plan holder list and post addenda. FNI will also list bid projects on the FNI website.
3. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to CIVCAST if necessary.
4. Assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
5. FNI will assist Owner in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the

information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Owner.

6. Assist Owner in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the selected bidders' bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
7. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
8. Deliverables for the Bid or Negotiation Phase include:
 - a. Notice to Bidders
 - b. Electronic copies of plans, specifications, bidding documents, and addenda
 - c. Recommendation of Award with tabulation of bids
 - d. Notice of award to selected bidder
 - e. Conformed contract documents for execution
 - f. Copies of conformed contract documents for Contractor and Owner

C. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the Owner agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist Owner in conducting pre-construction conference(s) with the Contractor(s), review construction schedules and proposed estimate of monthly cash requirements prepared by the Contractor(s) pursuant to the requirements of the construction.
2. Establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance

- with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
 5. Make monthly (12) and ancillary visits (6), up to a total of eighteen (18) meetings, appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service.
 6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
 7. Review the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by Owner and is not included in the services to be performed by FNI.
 8. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
 9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.
 10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
 11. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the Owner in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the

recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.

12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to Owner.

ARTICLE II

SPECIAL SERVICES: Special Services to be performed by FNI include the following:

- A. TOPOGRAPHICAL SURVEY: FNI will subcontract with a surveying firm to provide surveying services. The services listed below are based upon survey of up to 9,900 linear feet of interceptor alignment. A detailed scope of work is described below:
 1. Locate all improvements along the interceptor alignment, 100 feet wide, (up to 9,900 linear feet of interceptor alignment) provided by FNI. Surveyor shall contact Texas811, or other statewide utility locate company, as well as coordinate with the Owner to mark existing utilities and incorporate all marked utilities into the design survey. Attempt to have Texas811 mark utilities along the project length shall be limited to three (3) attempts. Provide elevations of all tops and toes of slope and at all vertical changes within 50 feet either side of the proposed final pipeline centerline. This information shall be sufficient to generate a contour model (DTM) of the proposed pipeline. Record a general description of the existing terrain. This shall include the top elevation of all manholes as well as the invert elevations of all conduits entering and exiting the manholes and tree's six (6) inches and larger in diameter. Prepare a final digital topographic/design survey drawing in AutoCad (latest version) format at a scale of 1"=20' including contour lines. The drawing shall show all features located, horizontal and vertical control points, property lines, existing easement lines, and existing visible utilities. Other deliverables shall include a copy of all field notes and field sketches, a hard copy coordinate list of points located in the field and a digital ASCII point list.
 2. Locate underground utilities horizontally with existing visible features. Additional SUE services will be provided under Special Services Task C.
 3. Establish permanent vertical control benchmarks and horizontal control points at the beginning and the end of the proposed reuse and along the centerline at a minimum of 2,500-foot intervals from Texas State Plane Coordinate System NAD 83 and NAVD 88 control. Provide all work in surface coordinates. All work shall meet the requirements of the TSPS Manual of Practice for Land Surveying in the State of Texas, categories 7 and 8, second order.
- B. EASEMENT DOCUMENTS: FNI's survey subconsultant will provide the following exhibits:
 1. Provide supporting coordination between the subconsultant and the Owner in development of the easement documents.
 2. Prepare up to nine (9) parcel maps and descriptions for permanent easements, signed and sealed by a Registered Professional Land Surveyor.
 3. Prepare up to nine (9) parcel maps and descriptions for temporary easements, signed and sealed by a Registered Professional Land Surveyor.
- C. SUBSURFACE UTILITY ENGINEERING (SUE): FNI will subcontract with a SUE firm to provide the following SUE services:

1. SUE Quality Level “A” (QLA) – Provide QLA information for a total of six (6) test hole locations, along various points throughout the pipeline alignment. QLA services will be in accordance with ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Subconsultant will excavate test holes by means of non-destructive vacuum excavation methods. Subconsultant will produce a summary sheet containing the coordinates and elevation to the top of the utility at each test hole location with test holes incorporated in the surveyor’s topographic survey file.
 2. SUE Quality Level B (QLB) – Designate horizontal location information for select portions of the project with expected utilities, along the public ROW of FM 455 and in the proximity of the Atmos transmission main located on the upstream portion of the alignment. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. A variety of electromagnetic equipment will be used to complete the process. Residential services and irrigation systems will not be mapped, commercial services will be mapped should they cross or parallel the alignment. Un-locatable lines will be depicted as per records from the utility if available.
- D. ENVIRONMENTAL SERVICES: FNI will render the following professional environmental services in connection with the project.
1. Data Compilation and Pedestrian Survey
 - a. FNI’s environmental scientists will compile existing study information and review pertinent data to the project area, such as soils maps, topographic maps, floodplain maps, National Wetland Inventory and National Hydrography Dataset information, to guide the pedestrian survey described below.
 - b. FNI’s environmental scientists will conduct a pedestrian survey along within the project area to document existing conditions of the alignment and identify environmental constraints. This investigation will include the following:
 - i. FNI’s environmental scientists will GPS the boundaries of jurisdictional waters such as streams, wetlands, or open waterbodies within the project area. This scope does not include a full delineation to the level of detail required for submittal to the USACE.
 - ii. Identification of potential habitat for federally listed threatened or endangered species.
 2. Environmental Permitting Memorandum
 - a. This scope assumes that the proposed pipeline can be designed to meet the terms and conditions of Nationwide Permit (NWP) 58, Utility Line Activities for Water and Other Substances, without the preparation and submittal of a pre-construction notification (PCN) to the USACE.
 - b. FNI’s environmental scientists will review design information and prepare a technical memorandum documenting the findings of the pedestrian survey, an estimate of potential impact to WOTUS, other environmental considerations, and recommendations and conclusions.
 - c. FNI’s environmental scientists will coordinate with the Project Team (City and Design Team) to discuss the findings of the site visit, comments to the draft technical memorandum, and provide environmental permitting input on the design.
- E. ARCHEOLOGICAL INVESTIGATION SERVICES: FNI will subcontract with an archeological subconsultant to complete the following services:

1. Archeological Coordination - FNI will coordinate with archeological subconsultant who will conduct an archeological survey along the alignment within the proposed limits of construction, prepare a report documenting the results of the survey, and consult with Texas Historical Commission.
2. Antiquities Permit Application - Subcontractor to the Consultant will prepare an Antiquities Permit application per the requirements of the Antiquities Code of Texas (ACT). This permit application package will include a summary of the known resources in the vicinity, the proposed field methods, and an application form. The application will be submitted to the Owner for their review, approval, and signature on the permit application form as a sponsor of the project prior to submittal. The fully signed permit application package will then be submitted to the THC for their review and eventual permit issuance. Simultaneously with permit application preparation, make final arrangements for on-site survey.
3. Archeological Field Survey - Once a permit has been issued and schedule allows, subconsultant's staff archeologists will travel to the survey area to conduct an archeological survey in accordance with the THC's minimum standards, including shovel testing and potentially required backhoe trenching. Observations will be recorded through notes, photographs, field forms, and with hand-held GPS. Archeological sites observed within the survey tract will be documented in accordance with THC standards.
4. Draft Archeology Survey Report - After field investigations, subconsultant to prepare standard documentation for archeological site(s) recorded. Prepare a comprehensive report that details project components, field methods and observations, recorded sites (if any), and regulatory recommendations for the proposed project. A draft will be electronically submitted to the consultant and the Owner for review and comment, then (upon revision/approval) sent to the THC for their review under the ACT and to the USACE for their review under Section 106 of the National Historic Preservation Act.
5. Curation and Final Report Preparation - Upon THC approval (typically 30 days after receipt), subconsultant to prepare final reports in accordance with the Antiquities Permit requirements and the scope provided and submit all photographs, notes, and forms to a state approved curation facility for permanent curation.

F. GEOTECHNICAL SERVICES: The proposed geotechnical scope of work will consist of field exploration, laboratory testing, and reporting for purposes of providing geotechnical data and information on the anticipated subsurface conditions at select locations along the proposed interceptor alignment for prospective bidding contractors.

1. Field Exploration:

- a. Exploration activities will include seven (7) geotechnical borings along the proposed pipeline at accessible points best serving the road, creek, and junction structure locations. The anticipated boring schedule is provided below.
 - i. Four (4) borings to a depth of 40 feet below grade
 - ii. Three (3) boring to a depth of 30 feet below grade
- b. Coordinate and subcontract with a drilling contractor to drill the borings. A truck-mounted drill rig will be used to drill the borings. It is assumed that an all-terrain drilling rig will not be needed for access to the interceptor alignment. It is assumed that the borings will be drilled within existing rights-of-way or utility easements and traffic control will not be needed. It is also assumed that right of entry access along the pipelines will be obtained by others unless

borings are located within existing City ROW or utility easements.

- i. The borings will be advanced using standard rotary drilling equipment with continuous-flight augers (solid or hollow stem) or rotary wash methods. Subsurface samples will be collected using 3-inch diameter push tubes for cohesive soils and a 2-inch diameter split-spoon sampler in conjunction with the Standard Penetration Test (SPT) for intermediate and non-cohesive soils. Rock and rock-like materials, if encountered, will be cored within the deeper borings at highway and creek crossings and/or tested in situ using the Texas Cone Penetration (TCP) Test or the SPT, as appropriate for the material.
 - ii. Groundwater observations within the borings will be recorded at the time of drilling and at the completion of drilling and sampling.
 - iii. The borings will be backfilled with auger cuttings upon completion of drilling and sampling.
 - iv. It is assumed that all borings drilled for the interceptor alignment will be located outside of roadways.
 - c. Conduct up to two (2) site visits prior to drilling to locate and mark the boring locations, determine drill rig access and suitable ingress and egress routes, and coordinate with the Owner and franchise utilities to confirm boring locations are clear of existing utilities.
 - d. Provide an Engineer or Geologist experienced to direct the drilling and log the borings. Visual classification of the subsurface stratigraphy shall be provided according to ASTM D2488 and the Unified Soil Classification System (USCS) during drilling and sampling.
2. Laboratory Testing:
 - a. Testing shall be performed by a geotechnical testing subcontractor on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials.
 - b. FNI will select samples for laboratory testing, assign tests, and review the test results.
 - c. Laboratory tests will be appropriately assigned for the specific subsurface materials encountered during exploration, but are expected to include:
 - i. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - ii. Moisture content
 - iii. Unit dry weight
 - iv. Unconfined compressive strength
3. Reporting:
 - a. Prepare a Geotechnical Investigation Data Report for the geotechnical investigation that will include the following:
 - i. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - ii. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and implications for design.
 - iii. Foundation and lateral earth recommendations for the junction boxes.
 - iv. General discussion of expected construction related issues.
 - v. Earthwork related, bored crossing and pipe backfill recommendations for use during development of the plans and specifications.

- b. Submittals will include one (1) electronic PDF copy of the Geotechnical Investigation Report.
- 4. Geotechnical Assumptions and Additional Services:
 - a. This scope of work has been prepared based on the following assumptions:
 - i. Right of entry access will be obtained by others prior to drilling.
 - ii. A truck-mounted drilling rig will be used to access the borings.
- 5. Additional services not included in this scope, requiring additional fees, may include:
 - a. Additional exploratory drilling and associated laboratory testing due to soft or loose soil conditions, depth of rock, other unexpected site conditions, or additional structures.
 - b. Detailed settlement studies or other engineering issues resulting from soft and/or loose soil conditions, or other unexpected site conditions.
 - c. Site clearing for drill rig access.
 - d. All-terrain drill rig to access boring locations.
 - e. Use of traffic control during field investigation.
- G. GEOMORPHIC ASSESSMENT: This scope of services includes a geomorphic assessment that will document the existing geomorphic conditions at relevant features along the proposed sewer line alignment and outline the potential for future changes in channel conditions. It is assumed up to four (4) locations will be evaluated.
 - 1. Project Management and Meetings - FNI will provide project updates and attend meetings as necessary.
 - 2. Desktop Evaluation - FNI will perform a desktop evaluation of the project site. This may include the following tasks:
 - a. Obtain and review previous relevant watershed studies, HEC-RAS models, reports, and record drawings for the study area.
 - b. Obtain and review available GIS data, topographic maps, geologic maps, soil maps, and historical aerial photographs.
 - c. Assess historical watershed development and drainage area. If feasible, assess changes in the planform of Hurricane Creek through time using historical aerial photographs.
 - 3. Field Reconnaissance:
 - a. FNI will conduct a site visit to examine the existing geomorphic conditions at relevant features along the proposed alignment. All drainage features and water bodies crossing or closely paralleling the proposed sewer line alignment will be examined, though emphasis will be placed on Doe Branch.
 - b. FNI will catalogue geomorphic features and characteristics such as mass failures, areas of channel scour, headcuts, channel evolution stage, bankfull indicators, and substrate.
 - c. FNI will evaluate potential for future channel changes. This may include the following:

- i. Erosion assessment using the Bank Erosion Hazard Index (BEHI) method at representative locations within the project area. Emphasis will be placed on evaluating erosion potential near structures and where the proposed sewer line crosses or closely parallels the stream.
 - ii. Measurement of existing channel geometry (e.g., channel cross sections and profiles)
 - iii. Collection of up to two (2) pebble counts or bed sediment samples from the stream for potential future use in scour equations to predict future channel downcutting, if feasible.
- d. FNI will document site conditions with field notes and geotagged photographs.
- 4. Data Analysis - FNI will compile and analyze desktop and field data collected in Desktop Evaluation and Field Reconnaissance tasks to describe existing stream conditions and to estimate potential future stream conditions.
- 5. Design Support – FNI will review the current alignment and using data collected during the geomorphic site visit and desktop analysis make necessary adjustments to project alignment to protect from future downcutting or lateral migration of the stream. If needed, erosion protection can be provided as an additional service.
- 6. Technical Memorandum - FNI will provide a technical memorandum that summarizes the results of the geomorphic investigation. The memorandum will outline the existing geomorphic conditions of relevant features in the project area, evaluate potential for future changes, and provide recommendations for future actions necessary to protect the sewer line from potential stream impacts (e.g., alignment offset).

ARTICLE III

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described basic services, are described as follows:

- A. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.
- B. Providing renderings, model, and mock-ups.
- C. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- D. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time. Providing services after the completion of the construction phase not specifically listed in Article II. Visits to the site in excess of the number of trips included in Article II for periodic site visits, coordination meetings, or contract completion activities. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted. Provide follow-up professional services during Contractor's warranty period.

- E. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- F. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- G. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- H. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- I. Furnishing the services of a Resident Project Representative to act as Owner's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Owner against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If Owner provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. Owner agrees that whenever FNI informs him in writing that any such personnel provided by the Owner are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- J. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- K. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- L. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- M. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- N. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- O. Services required to resolve bid protests or to rebid the projects for any reason.

- P. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

Final Design	8 months from NTP
Bid Phase	3 months (assumed)
Construction Phase	12 months (assumed)

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Exhibit C.

ARTICLE V

RESPONSIBILITIES OF Owner: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement ("Covered Change Orders"). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Changed Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay all fees for permit applications.
- H. Owner shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Owner shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Owner.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. Owner shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- K. If Owner designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, together with such adjustment of compensation as appropriate.
- L. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

- M. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- N. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- O. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

Owner's Designated Representative – Justin Clay, jclay@annatexas.gov, (214) 901-4616

Owner's Accounting Representative – Alan Guard, aguard@annatexas.gov, (972) 924-3325

FNI's Designated Representative – Daniel Huffines, dwh@freese.com, (214) 217-2218

FNI's Accounting Representative – Lisa Broussard, lisa.broussard@freese.com, (972) 331-6021

EXHIBIT B
MASTER SERVICE AGREEMENT WITH THE CITY

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ANNA, TEXAS, AND FREESE & NICHOLS
2021-2026**

Made as of the 27th day of July 2021 ("Effective Date")

Between the City: The City of Anna, Texas
 101 S. Powell Parkway
 Anna, Texas 75409
 Telephone: (972) 924-3325

and the Firm: FREESE & NICHOLS
 5805 MAIN ST. SUITE B
 FRISCO, TX 75034

for the following Project: Master Agreement for **Category H - Utility Collection & Distribution**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is made and entered into by and between the City of Anna, Texas, a home-rule municipality ("City"), and **FREESE & NICHOLS [H - Utility Collection & Distribution]** ("Firm"), to be effective from and after the date as provided above. City and Firm are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, the City desires to engage the services of the Firm to provide professional **services as describe for Category H - Utility Collection & Distribution** on an on-call basis ("Project"); and

WHEREAS, the Firm desires to render such professional services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1
FIRM'S SERVICES**

- 1.1 **Engagement of the Firm** – At City's request and in City's sole discretion, City is entitled to engage Firm from time to time to perform professional services in accordance with the terms and conditions of this Agreement ("Services"). Firm agrees to perform such Services in accordance with the terms and conditions of this Agreement and with any individual written Project Order issued pursuant to Article 1.2 hereof. City reserves the right, in its sole discretion, to hire other firms or Firms for any reason and for any purpose. If any employee of Firm, who is performing the day-to-day Services under this Agreement, is separated, for any reason, from employment with Firm, Firm shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances

reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

- 1.2 **Scope of Services** – The Services to be provided by Firm to City shall be as mutually agreed to in a separate written Project Order, in the format as stated in **Exhibit A**, executed by City and Firm ("**Scope of Services**"). Whenever used in this Agreement, the term Services shall mean those services specified in this Agreement and in a Project Order issued pursuant to this Agreement and all related work. Each Project Order shall include, directly or by reference, appropriate cost and pricing data and such other documentation as required by the City. Each Project Order shall be subject to and integrated into this Agreement, and the terms of this Agreement are incorporated into and made a part of each Project Order by reference to this Agreement. All Services within the Scope of Services shall be performed by the employees of Firm or Firm's officers, employees, agents, representatives, sub-contractors or sub-Firms unless otherwise provided in a Project Order. Firm shall be wholly and solely responsible for any Services or subcontracted Services provided by any officer, employee, agent, representative, sub-contractors or sub-Firms of Firm (collectively, "**Firm's Personnel**"). If at any time after entering into this Agreement, City has any objection to Firm's representative or to any of Firm's Personnel, or any objection to any personnel of sub-Firm retained by Firm and assigned to perform the Services, Firm shall promptly propose substitutes to whom City has no objection. The parties understand and agree that deviations or modifications to the Scope of Services, in the form of written change orders, may be authorized from time to time by City ("**Change Order(s)**").

- 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" that have not been issued as a duly executed, written Project Order or Change Order issued by the Anna City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written Change Order shall be preceded by the Anna City Council's authorization for the Anna City Manager to execute said Change Order.

- 1.2.2 **FIRM SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ANNA CITY MANAGER.** Firm acknowledges that Project Managers, Superintendents, and/or Inspectors of the City are not authorized to issue verbal or written change orders.

- 1.3 **Schedule of Work** – Firm agrees to commence work immediately upon the execution of a Project Order, and to proceed diligently with said work to completion as described in such Project Order.

- 1.4 **Standard of Care** – Firm shall perform the Services required hereunder: (1) with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional under the same professional license.

- 1.5 **Term** – The term of this Agreement shall begin on the Effective Date and shall continue until **8/1/2021 - 9/30/2026**, unless sooner terminated as provided herein.

- 1.6 **Subcontracted Services** – When necessary, subcontracted services shall be procured by Firm in connection with the Services provided pursuant to this Agreement, subject to City's prior written consent. Firm shall issue subcontracts for such subcontracted services in Firm's own name. Firm shall be compensated for subcontracted services for the actual amount invoiced by the subcontractor. Except as set forth in this Agreement, neither Firm nor City may assign, sublet, transfer, or otherwise convey (together, an "Assignment"), and neither Firm nor City has the power to enter into an Assignment of any or all of the rights, duties and obligations or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

ARTICLE 2 THE CITY'S RESPONSIBILITIES

City shall use reasonable efforts to not delay the Services of Firm as follows:

- 2.1 **Project Data** – The City shall furnish information that is reasonably requested by Firm and that City has in its possession at the time of Firm's request as expeditiously as necessary for the orderly progress of the Services, and Firm shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – The City shall designate, when necessary, a representative authorized to act on City's behalf with respect to the Services ("Project Manager"). City, or the authorized Project Manager, shall on an as-needed basis, issue Project Orders to Firm in accordance with the Scope of Services, in the format as stated in Exhibit A. City, or the authorized Project Manager shall examine the documents submitted by Firm and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Firm's Services. Firm understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 FIRM'S COMPENSATION

- 3.1 **Compensation for Firm's Services** – Compensation by the City to Firm for Services shall be on a fixed fee or a time and materials basis as specified in the applicable Professional Services Project Order ("Firm's Fee"). All time shall be billed at Firm's labor billing rates agreed upon by City. Said rates shall only be adjusted in writing as may be agreed to between the Parties.
- 3.1.1 **Completion of Record Documents** – City and Firm agree that the completion of any Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to payment of the final five percent (5%) of the Firm's Fee, unless expressly stated otherwise in the applicable Project Order. The

electronic formatting shall be consistent with the standards established in Exhibit D, City of Anna Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Firm's Fee and considered to be within the Scope of Services defined under this Agreement.

- 3.1.2 **Disputes between City and Construction Contractor** – If the Scope of Services involves the Firm performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the City, and upon receipt of a written request by City, Firm shall research previous and existing conditions of the Services, and make a determination whether or not to certify that sufficient cause exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Firm shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the City. City and Firm agree that if requested by the City, completion of this task shall be included in the Firm's Fee and considered to be within the Scope of Services as defined under this Agreement.
- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Firm shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Scope of Services, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Firm shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Firm shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to City.
- 3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Scope of Services fall within the regulatory requirements of the Texas Architectural Barriers Act (the "Barriers Act"), as solely determined by the City, Firm shall comply with the Barriers Act. As part of the Scope of Services, it is the sole responsibility of the Firm to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve Firm's design and/or construction Services. Firm shall participate in consultations with said authorities in order to obtain approval for such design and/or construction. As part of the Services, the Firm shall obtain the Notice of Substantial Compliance for the Services from the Texas Department of Licensing and Regulation (the "TDLR"). The Firm shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Services, either by review of the construction documents, or inspection of the design at the commencement of construction, during the construction of the work, or at the completion of construction.
- 3.1.4.1 **Submission of Construction Documents to TDLR** – The Firm shall mail, ship, or hand-deliver the construction documents to TDLR not

later than five (5) calendar days after the Firm issues the construction documents for the work.

- 3.1.4.2 **Completion of Registration Form to TDLR** – Firm shall complete an Elimination of Barriers Project Registration Form for each subject building or facility within the Scope of Services, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after the Firm completes the submittal of the construction documents to TDLR.
- 3.1.4.3 **TDLR Approval of Construction Documents** – After review of the construction documents by TDLR, the Firm shall be notified in writing of the results; however, it is the Firm's responsibility to obtain TDLR's written comments. The Firm shall address all comments that prevent TDLR approval of the construction documents, including comments relating to Conditional Approval that must be addressed in the design and construction of the work. Firm shall resubmit construction documents to TDLR for review prior to the commencement of construction of the work.
- 3.1.4.4 **TDLR Project Inspection** – Firm shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the work. The Firm shall advise the City in writing of the results of each inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the work.
- 3.1.4.5 **Corrective Modifications following TDLR Project Inspection** - When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide the Firm a list of deficiencies and a deadline for completing the modifications. Firm shall provide the City with this list within five (5) calendar days of receipt. It is the sole responsibility of the Firm to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Firm shall provide the TDLR (and/or the RAS who completed the inspection) and the City with written verification of the corrective measures completed.
- 3.1.4.6 **TDLR Notice of Substantial Compliance** – TDLR shall provide a Notice of Substantial Compliance to the City after the newly constructed work has had a satisfactory inspection, or Firm has submitted verification of corrective modifications. City and Firm agree that the final five percent (5%) of Firm's Fee, unless expressly stated otherwise in a Project Order, shall not be paid until the City is in receipt of the TDLR's Notice of Substantial Compliance for all components and/or phases of the work.

- 3.2 **Direct Expenses** – Direct Expenses are included in the Firm's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Firm and the Firm's Personnel in connection with the Services. All submitted Direct Expenses are to be within the amounts as set forth in the applicable Project Order, and consistent with Exhibit E, City of Anna Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Firm shall be solely responsible for the auditing of all Direct Expenses prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Firm's subsequent payment for Services; provided, however this shall not be the City's sole and exclusive remedy for said overpayment.
- 3.3 **Invoices** – No payment to Firm shall be made until Firm tenders an invoice to the City. Invoices are to be submitted to City immediately upon completion work as set forth in the applicable Project Order. On all submitted invoices, Firm shall include appropriate background materials and sufficient detail for the City to verify the Services performed and Direct Expenses incurred in support of the submitted charges on said invoice. Such background material shall include employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. Each invoice shall constitute a representation of the Firm that the proportion of the Services has been fully performed in accordance with this Agreement, that the Direct Expenses have been actually incurred and that payment of the indicated amount has been earned by, and is properly due and payable to, the Firm in accordance with this Agreement. Notwithstanding the presentation of any invoice to the City, the amount reflected thereon shall be due and payable to the Firm only to the extent earned by the Firm in accordance with the terms of this Agreement. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.4 **Timing of Payment** – City shall make payment to Firm for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Firm is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be made and mailed on the date that the payment is postmarked. If the City makes any payment by electronic means, the payment is considered to be made on the date that the City requests and authorizes the payment to be made.
- 3.5 **Disputed Payment Procedures** – In the event of a disputed or contested invoice by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Firm of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the City receives the invoice. The written notice shall include a detailed statement of the amount of the invoice which is disputed and the City shall provide Firm an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Firm, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.4. If a dispute is resolved in favor of the City, Firm shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in

contesting any invoice or portion thereof that has background materials supporting the submitted charges.

- 3.6 **Failure to Pay** – Failure of the City to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.5 to the shall grant the Firm the right, in addition to any and all other rights provided, to, upon written notice to the City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Firm shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after the Firm gives written notice of suspension to the City, in accordance with Chapter 2251, Subchapter "D" of the Texas Government Code. The City shall not be required to pay any invoice submitted by the Firm if the Firm is in breach of any provision(s) of this Agreement.
- 3.7 **Adjusted Compensation** – If the Scope of Services or if the Firm's Services are materially changed due to no error on behalf of Firm in the performance of Services under this Agreement, the amounts of the Firm's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to the Firm as a result of any material change to the Scope of the Services shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.8 **Project Order Suspension** – If the Firm's work is suspended or abandoned in whole or in part for more than three (3) months for reasons that are not wholly or partially the Firm's fault, Firm shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Firm shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Firm in connection with this Agreement prior to Firm receiving final payment. If the work is resumed after being suspended for more than three (3) months, the Firm's compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Firm after the work is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of the City** – The Firm's work in connection with the Services is the property of the City, and Firm may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Services without City's prior written consent. City shall be furnished with such reproductions of the plans, data, documents, maps, and any other information as defined in the applicable Project Order. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Firm will revise plans, data, documents, maps, and any other information as defined in the applicable Project Order to reflect changes while performing the Services and promptly furnish the same to the City in an acceptable electronic or other format. All such reproductions shall be the property of the City who may use them without the Firm's permission for any purpose relating to the Services, including, but not limited to, completion of the Services, and/or additions, alterations, modifications, and/or revisions to the Services.

4.1.1 Work for Hire – The agreements and obligations set forth in this Article 4.1.1 are supported by the mutual considerations and covenants set forth in this Agreement and also by consideration of the payment of \$10.00 by the City to Firm, and other good and valuable consideration, the payment and sufficiency of which is hereby acknowledged.

4.1.1.1 The term "Work" as used in this Section 4.1.1 means the materials created by Firm as part or in furtherance of the Services including without limitation any and all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, assessments, memorandums, appraisals and/or any other materials or copies thereof in any reproducible, tangible, or electronic form or medium. The Work conceived, or originated by Firm or others for the Firm, or on behalf of the Firm, or performed in connection with the Services is and will be of original development by Firm and are to be considered works made for hire as that term is defined in the Copyright Act (17 U.S.C. §101) and shall be the sole and exclusive property of the City, without any consideration paid to Firm beyond that set forth under this Agreement. All rights of Firm with respect to all designs and copyrights, trademarks, trade names, and other proprietary rights relating to the Work are by this Agreement assigned to the City. Firm agrees to promptly support and give all reasonable assistance to enable the City to prepare, file and prosecute any United States or foreign application for all types of design trademark or copyright registrations related to the Work that the City deems appropriate, and Firm will execute all appropriate documents and assignments for such. The City shall have the sole right to determine the treatment of information received from Firm, including but limited to the right to keep the same as a trade secret, to use, disclose, and publish the same with or without prior copyright registration and to file, license or share the same in its own name or the name of an affiliate or to follow any other procedure that the City may deem appropriate.

4.1.1.2 To the extent that any material produced under this Agreement may not be considered works made for hire, or to the extent that Article 4.1.1 or any portion thereof is declared invalid either in substance or purpose, in whole or in part, Firm agrees to irrevocably transfer, grant, convey, assign, and relinquish exclusively to the City all of Firm's right, title, and interest, including ownership of copyright and patent rights, to any material developed by Firm under this Agreement, without the necessity of further consideration. Firm shall have no right to disclose or use any of the Work for any purpose whatsoever except as expressly set forth in this Agreement. Further, the rights conveyed by this instrument include the right and authority of the City, at its expense, to make timely application for the renewal and extension of any copyright of the Work as allowed by the laws now or later in force in the United States and in any other country. Firm irrevocably constitutes and appoints the City "attorney in fact" to apply for renewal within one year before the expiration of the initial copyright term, and covenants to execute any further instruments that may be necessary to perfect the City's full enjoyment of the renewal right.

4.1.1.3 No rights or licenses, expressed or implied, in any other work or other information is granted to Firm by this agreement, and no license, partnership, or assignment of any right, title, or interest is created, granted or implied by the City under this Agreement.

4.1.1.4 Furthermore, Firm acknowledges and agrees that the Work—to the extent permitted by applicable law—is confidential and proprietary trade secret information of the City, and of substantial value to the City. Firm agrees that it will not use the Work in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement. Firm also agrees not to disclose to any third party any part of the Work except as is necessary to perform the Services. Firm will take reasonable precautions at least as stringent as it takes to protect its own most highly confidential and proprietary information to protect the confidentiality of the Work. Firm's breach of this obligation will result in irreparable and continuing damage to the City for which there will be no adequate remedy at law, entitling the City to injunctive relief and a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

4.1.1.5 Firm affirms that the Work is original, that all statements asserted as facts are based on careful investigation and research for accuracy, that the Work does not, in whole or part, infringe any copyright or violate any right or privacy or other personal or property right whatsoever, that it has not been published or used in total or in part and is not being submitted or considered for publication or use in total or in part elsewhere, and that Firm has full power and authority to enter into this Agreement and to make the grants and transfers contained herein. Subject to any limitations stated in Article 10 of this Agreement, Firm will indemnify, and hold harmless the City, its officials, officers, agents, representatives and anyone directly or indirectly employed by it against damages, losses, and expenses, including attorney's fees and related expenses, arising out of infringement of any rights during or after completion of the Work, and will defend all claims in connection with any alleged infringement of those rights utilizing legal counsel approved by the City.

4.1.1.6 The obligations imposed by this Article 4.1.1 shall remain in effect indefinitely and shall survive any termination or expiration of the Agreement, whether by expiration of time, operation of law or otherwise.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Firm acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Firm (and Firm's Personnel) under this Agreement are property of the City and upon completion of the Services shall thereafter be subject to the Texas Public Information Act (Texas Government Code, Chapter 552) the ("PIA") and exceptions to the PIA and any other applicable laws requiring public disclosure of the information contained in said items.

ARTICLE 5
FIRM'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit F**, City of Anna Contractor Insurance Requirements, Firm shall maintain, at no expense to City, a general liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the City, its past, present and future officials, officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation or non-renewal of any policies. In the event that there is a material modification to such policy, Firm shall provide written notice of such modification to City at least thirty (30) days prior to such material modification. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit F**, City of Anna Contractor Insurance Requirements, Firm shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the City, its past, present and future officials, officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation or non-renewal of any policies. In the event that there is a material modification to such policy, Firm shall provide written notice of such modification to City at least thirty (30) days prior to such material modification. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit F**, City of Anna Contractor Insurance Requirements, Firm shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.

- 5.4 **Required Umbrella Coverage or Excess Liability Coverage** – Firm shall maintain, at no expense to the City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of **Exhibit F**, such policy shall name the City, its past, present and future officials, officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.
- 5.5 **Circumstances Requiring Explosion, Collapse, Underground Property Coverage** – If the Scope of Services warrant, and if identified on the checklist located in **Exhibit F**, City of Anna Contractor Insurance Requirements, Firm shall maintain, at no expense to the City, an explosion, collapse, underground coverage policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of **Exhibit F**, such policy shall name the City, its past, present and future officials, officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.

ARTICLE 6 FIRM'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to work performed in conjunction with the Services shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the City as indicated in **Article 3**. Copies of employee time sheets, receipts for direct expense items and other records of expenses will be included in the monthly invoices.

ARTICLE 7 AUDITS AND RECORDS / COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS AND CITY CHARTER

The Firm agrees that at any time during normal business hours and as often as the City may deem necessary, Firm shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and

for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Firm agrees that it is aware of the Compliance with Federal, State, Local Laws and City Charter requirements as set forth in Exhibit G, and is in compliance therewith. Firm agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Firm shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit H and incorporated herein for all purposes.

ARTICLE 8 TERMINATION OF AGREEMENT / REMEDIES

City may, upon thirty (30) days written notice to Firm, terminate this Agreement or any individual Project Order, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If City terminates this Agreement or a Project Order due to a default of and/or breach by Firm and the expense of finishing the Services exceeds the Firm's Fee at the time of termination, Firm waives its right to any portion of Firm's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the City is required to pay in order to finish the Services. On any default and/or breach by Firm, City may elect not to terminate the Agreement or a Project Order, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Firm's Fee that would otherwise be due to Firm as set forth in Article 3 herein. If City terminates this Agreement and Firm is not in default of the Agreement or a Project Order, Firm shall be entitled to compensation for any and all work completed to the satisfaction of the City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Firm shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Firm in connection with this Agreement prior to Firm receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION / MEDIATION

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator.

ARTICLE 10 INDEMNITY

FIRM SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS PAST, PRESENT AND FUTURE OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY,

"INDEMNIFIED PARTIES") FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF FIRM, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM FIRM IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY FIRM PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN FIRM AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE FIRM, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. FIRM IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN FIRM IS NOT REQUIRED TO INDEMNIFY OR DEFEND THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE FIRM FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY FIRM THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS

OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. NOTWITHSTANDING THE FOREGOING, IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN FIRM'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, SUCH THAT THE FIRM SHALL: (1) DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE FIRM OR THE FIRM'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE FIRM EXERCISES CONTROL; AND (2) REIMBURSE THE CITY'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE FIRM'S LIABILITY.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY FIRM IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF FIRM'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF FIRM'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. FIRM SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF FIRM FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND FIRM SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Firm agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following addresses:

Jim Proce
City Manager
City of Anna
P.O. Box 776
Anna, TX 75409-0776
Mandatory copy to:
Wolfe, Tidwell & McCoy, LLP
City of Anna Attorney

2591 Dallas Pkwy, Suite 300
Frisco, Texas 75034

City agrees that all notices or communication to Firm permitted or required under this Agreement shall be delivered to Firm at the following addresses:

FREESE & NICHOLS
ATTN: CLAYTON BARNARD
5805 MAIN ST. SUITE B
FRISCO, TX 75034

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked and deposited in the U.S. mail with proper postage by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “H,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

- 12.1.1 **Exhibit A**, Professional Services Project Order Form
- 12.1.2 **Exhibit B**, City RFQ Category H - Utility Collection & Distribution and Firm Response dated: 7/2/2021
- 12.1.3 **Exhibit C**, City of Anna Benchmarks (as amended)
<http://www.Annatexas.gov/departments/planning/benchmarks.php> .
- 12.1.4 **Exhibit D**, City of Anna Guidelines for Computer Aided Design and Drafting (CADD). Per industry standards.
- 12.1.5 **Exhibit E**, City of Anna Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.6 **Exhibit F**, City of Anna Contractor Insurance Requirements.
- 12.1.7 **Exhibit G**, City of Anna Compliance with Federal, State, Local Laws and City Charter

12.1.8 Exhibit H, Conflict of Interest Questionnaire, Form CIQ.

To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G or Exhibit H are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H or Exhibit B shall prevail in that order.

- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of this Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.11 **Immunity** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and

functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

- 12.12 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Firm, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorney's fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.13 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.14 **Independent Contractor** – In performing this Agreement, Firm and Firm's Personnel shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Firm shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Firm's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City. At no time shall the City have any control or direction, direct or indirect, over the Firm's means, methods, sequences, techniques, procedures, supervision, subcontractors or other undertakings utilized to perform the Services.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Duty to Facilitate Compliance with Public Information Act**
- (a) The obligations in this section apply if this Agreement (1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by City; or (2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by City in a fiscal year of the Anna City Council.
 - (b) If this Agreement is described in subsection (a) above, Firm shall comply with the following obligations, which are set forth in Subchapter J, Chapter 552, Texas Government Code:
 - (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to Anna for the duration of this Agreement;

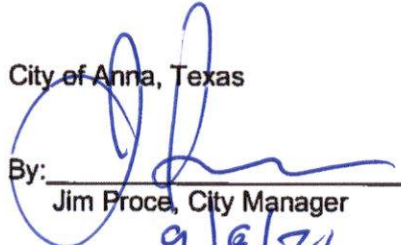
- (2) promptly provide to Anna any contracting information related to this Agreement that is in the custody or possession of Firm on request of Anna; and
- (3) on completion of this Agreement, either: (1) provide at no cost to City all contracting information related to the contract that is in the custody or possession of Firm; or (2) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to City.
- (c) As used in this provision, the term "contracting information" shall have the same meaning as that term is defined in Section 552.003, Texas Government Code, as amended.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Firm agrees that this Agreement can be terminated if the Firm knowingly or intentionally fails to comply with a requirement of that subchapter.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: July 27, 2021

CITY:

City of Anna, Texas

By: 
Jim Proce, City Manager

Date: 9/8/21

FIRM: FREESE & NICHOLS

By: 
Clayton Barnard, Vice President

Date: September 1, 2021

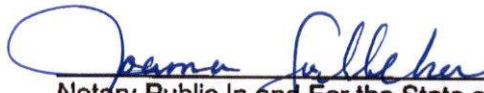
STATE OF TEXAS

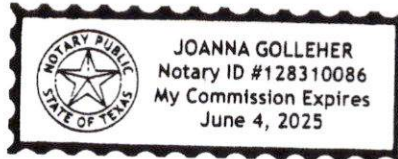
COUNTY OF COLLIN

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of September 2021.


Notary Public In and For the State of Texas
My commission expires: 6/4/2025



STATE OF

Texas

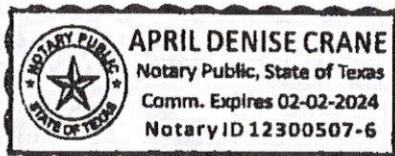
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COUNTY OF

Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Clayton Burdick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of September 2021.




Notary Public In and For the State of Texas
My commission expires: 2-2-2024

EXHIBITS to MASTER AGREEMENT FOR PROFESSIONAL SERVICES

EXHIBIT A

PROFESSIONAL SERVICES PROJECT ORDER FORM:

Individual "Professional Services Project Orders" will be issued for each project.
Sample PSPO is included in the City's RFQ.

EXHIBIT B

CITY RFQ and FIRM RESPONSE

Exhibit B-1: City RFQ (on file with the City Purchasing Department)

Exhibit B-2: Firm's Response (on file with the City Purchasing Department)

EXHIBIT C

CITY OF ANNA GUIDELINES FOR SURVEYING AND BENCHMARKING

City of Anna Benchmarks (as amended)

EXHIBIT D

CITY OF ANNA GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

Per industry standards

EXHIBIT E
**CITY OF ANNA GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE
MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

- I. **FIRM'S RESPONSIBILITY.** The Firm shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the City for reimbursement, and Firm shall be responsible for the accuracy thereof. Any overpayment by the City for errors in submittals for reimbursement may be deducted from the Firm's subsequent payment(s) for services; however, this shall not be the City's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES.**

- A. **Local Transportation** – Transportation in connection with the Services, when such transportation is not a function of routine performance of the duties of the Firm in connection with the Services, and when such transportation exceeds beyond fifty (50) miles from the Services site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Firm at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Firm agrees to place these standards in all subcontracts for work on the Services.

- B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Services-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.
- C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Firm has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Firm shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Firm agrees to place these standards in all subcontracts for work on the Services.
- D. **In-House Reproduction** - Firm shall make arrangements with the City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Firm with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Firm agrees to place these standards in all subcontracts for work on the Services.
- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided the Firm has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Firm shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Firm agrees to place these standards in all subcontracts for work on the Services.
- F. **In-House Plotting** – Firm shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Firm with a standard format for documenting these charges. Completion of the City's reproduction log is

required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Services. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Firm duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Firm and/or the Firm's employees. Firm agrees to place these standards in all subcontracts for work on the Services.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Service site, and then only reimbursable for the actual cost subject to compliance with the City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- 1. **Requirement of Prior Approval** – Firm may be allowed to charge a General and/or Administrative Markup on work completed if Firm can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Firm must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Firm to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- 1. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by the City's Project Manager.
- 2. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Firm shall request, and the City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

END OF SECTION

EXHIBIT F
CITY OF ANNA CONTRACTOR INSURANCE GUIDELINES

I. Requirement of Insurance –

- A. All required insurance policies shall name the City, its past, present, and future officials, officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies
- C. Such policies shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance.

II. Insurance Company Qualification – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. Certificate of Insurance – A Certificate of Insurance and applicable endorsements evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a Certificate of Insurance and applicable endorsements shall also be provided to the City prior to the date the contract is renewed or extended.

Insurance Checklist – "X" means that the following coverage is required for this Agreement. Copies of all endorsements for each policy required.

Coverage Required	Limits
<u> X </u> 1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u> X </u> 2. General Liability	▪ Minimum \$ 1,000,000.00 each occurrence;
<u> </u> 3. XCU Coverage	▪ Minimum \$ 1,000,000.00 per occurrence; ▪ Minimum \$ 2,000,000.00 aggregate.
<u> X </u> 4. Professional Liability	▪ Minimum \$ 1,000,000.00 each occurrence; ▪ Minimum \$ 2,000,000.00 in the aggregate.
<u> X </u> Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<u> X </u> 6. City and its past, present, and future officials, officers, agents, representatives, and employees named as additional insured on General Liability Policy and Umbrella or Excess Liability Coverage. This coverage is primary to all other coverage the City may possess.	

- X 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- X 8. Thirty (30) days notice of cancellation, non-renewal, or material change required.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. Each Policy and Certificate of Insurance must state the project title and Professional Service Project Order number.
- 11. Other Insurance Requirements (State Below):

END OF SECTION

EXHIBIT G
COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER

By submitting a response to the solicitation and entering into a contract with the City, the Firm hereby verifies and certifies that he/she/it is in compliance with all applicable federal, state and local laws, and the City Charter. The Firm also certifies the following:

CERTIFICATION OF ELIGIBILITY

The bidder/proposer certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Anna Purchasing Agent. Failure to do may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES (Form 1295)

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with Texas Government Code Section 2252.908. Bidder/proposer agrees to provide the City of Anna Finance Department, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in ten (10) business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The bidder/proposer certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the bidder/proposer for all persons who will provide services to City.

COMPLIANCE INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF ANNA, VENDER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF ANNA AND ITS PAST, PRESENT, AND FUTURE OFFICIALS, OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES ("INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF ANNA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER VENDOR'S AGREEMENT WITH THE CITY OF ANNA THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA. NOTWITHSTANDING THE FOREGOING, IF THE AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN VENDOR'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE, SUCH THAT THE VENDOR SHALL: (1) DEFEND, INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE VENDOR OR THE VENDOR'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE VENDOR EXERCISES CONTROL; AND (2) REIMBURSE THE CITY'S REASONABLE ATTORNEY'S FEES IN PROPORTION TO THE VENDOR'S LIABILITY.

NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer of the submitting firm or its partners are either employed by the City of Anna or is an elected official of the City of Anna and who has a financial interest, direct or indirect, in any contract with the City of Anna or has a financial interest, directly or indirectly, in the sale to the City of Anna of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Anna City Charter, interest represented by ownership of stock by a City of Anna employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of The City of Anna no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Form is attached to the bid specifications and to this Agreement as Exhibit H.

DISCLOSURE OF COMMERCIAL OR SOCIAL RELATIONSHIP WITH ISRAEL

Section 2271.002, Texas Government Code: the Firm entering into a contract with the City verifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract and any subsequent renewals.

DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

Section 2252.153 or Section 2270.0201, Texas Government Code: provides that the City may not enter into a governmental contract with" (1) a Firm that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; or (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

Authorized Representative:

Company Name: Freese and Nichols, Inc

Date: September 1, 2021

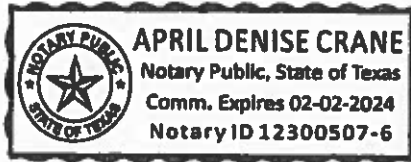
Printed Name: Clayton C. Barnard

EXHIBIT G
COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER

Title: Principal/ Vice President

Signature: Clayton C. Burnard

SWORN AND SUBSCRIBED to before me this 1st day of September, 2021 to
certify with witness my hand and official seal.



[Signature]
Notary Public in and for the State of Texas

EXHIBIT H
CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. N/A	2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of Vendor doing business with the governmental entity		Date September 1, 2021

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

EXHIBIT C
PROJECT FEE SCHEDULE

EXHIBIT C

PROJECT COMPENSATION SCHEDULE / HOURLY RATES

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Eight Hundred Thirty Thousand Dollars (\$830,000).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Two Hundred Eighty One Thousand Nine Hundred Sixty Five Dollars (\$281,965).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	89	157
Professional 2	117	183
Professional 3	112	256
Professional 4	177	267
Professional 5	210	375
Professional 6	227	443
Construction Manager 1	111	144
Construction Manager 2	97	185
Construction Manager 3	142	174
Construction Manager 4	166	227
Construction Manager 5	205	286
Construction Manager 6	253	322
Construction Representative 1	90	92
Construction Representative 2	93	101
Construction Representative 3	106	170
Construction Representative 4	123	194
CAD Technician/Designer 1	73	154
CAD Technician/Designer 2	120	179
CAD Technician/Designer 3	157	228
Corporate Project Support 1	61	125
Corporate Project Support 2	80	199
Corporate Project Support 3	126	298
Intern / Coop	53	90

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	
	Small Format (per copy)	\$0.10	\$0.25	Valve Crew Vehicle (hour) \$75
	Large Format (per sq. ft.)			Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Water Quality Meter (per day) \$100
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Microscope (each) \$150
	Vinyl / Adhesive	\$1.50	\$2.00	Pressure Recorder (per day) \$100
				Ultrasonic Thickness Gauge (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Coating Inspection Kit (per day) \$275
	Binding (per binding)	\$0.25		Flushing / Cfactor (each) \$500
				Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2022.

375062022

EXHIBIT C
PROJECT COMPENSATION SCHEDULE / HOURLY RATES (CONT.)

<u>Basic Services:</u>		<u>Cost</u>
A. Final Design Phase	✓ \$	537,300
B. Bid Phase	✓ \$	35,650
C. Construction Phase	✓ \$	257,050
Subtotal Basic Services (LS)	✓ \$	830,000
<u>Special Services:</u>		
A. Topographical Survey	✓ \$	98,195
B. Easement Documents	✓ \$	29,485
C. Subsurface Utility Engineering (SUE)	✓ \$	26,600
D. Environmental Services	✓ \$	21,250
E. Archeological Investigation Services	✓ \$	32,300
F. Geotechnical Services	✓ \$	43,150
G. Geomorphic Assessment	✓ \$	30,985
Subtotal Special Services (Not to Exceed)	✓ \$	281,965
Total Compensation		✓ \$ 1,111,965

* Technology and expense charges included in above service tasks.



Innovative approaches
Practical results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	Hurricane Creek WW Study	DATE	9/19/2022
CLIENT	City of Anna	GROUP	1153
% SUBMITTAL	Alignment Study	PM	Daniel Huffines

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
MDS	DWH	ANN22XXX

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
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Hurricane Creek WW Interceptor- Alignment - B - Phase 1

1	48-inch Sanitary Sewer Pipe by Open Cut	8844	LF	\$ 720.00	\$ 6,367,536
2	48-inch Sanitary Sewer Pipe by Other than Open Cut	1000	LF	\$ 816.00	\$ 816,000
3	66-inch Steel Casing by Other than Open Cut	1000	LF	\$ 1,650.00	\$ 1,650,000
4	6-foot Sanitary Sewer Manhole	16	EA	\$ 25,000.00	\$ 400,000
5	Downstream Junction Structure	1	LS	\$ 100,000.00	\$ 100,000
6	Trench Safety	8844	LF	\$ 5.00	\$ 44,219
7	SWPP	1	LS	\$ 25,000.00	\$ 25,000
8	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000
9	Hydromulch Seeding	87604	SY	\$ 2.00	\$ 175,208

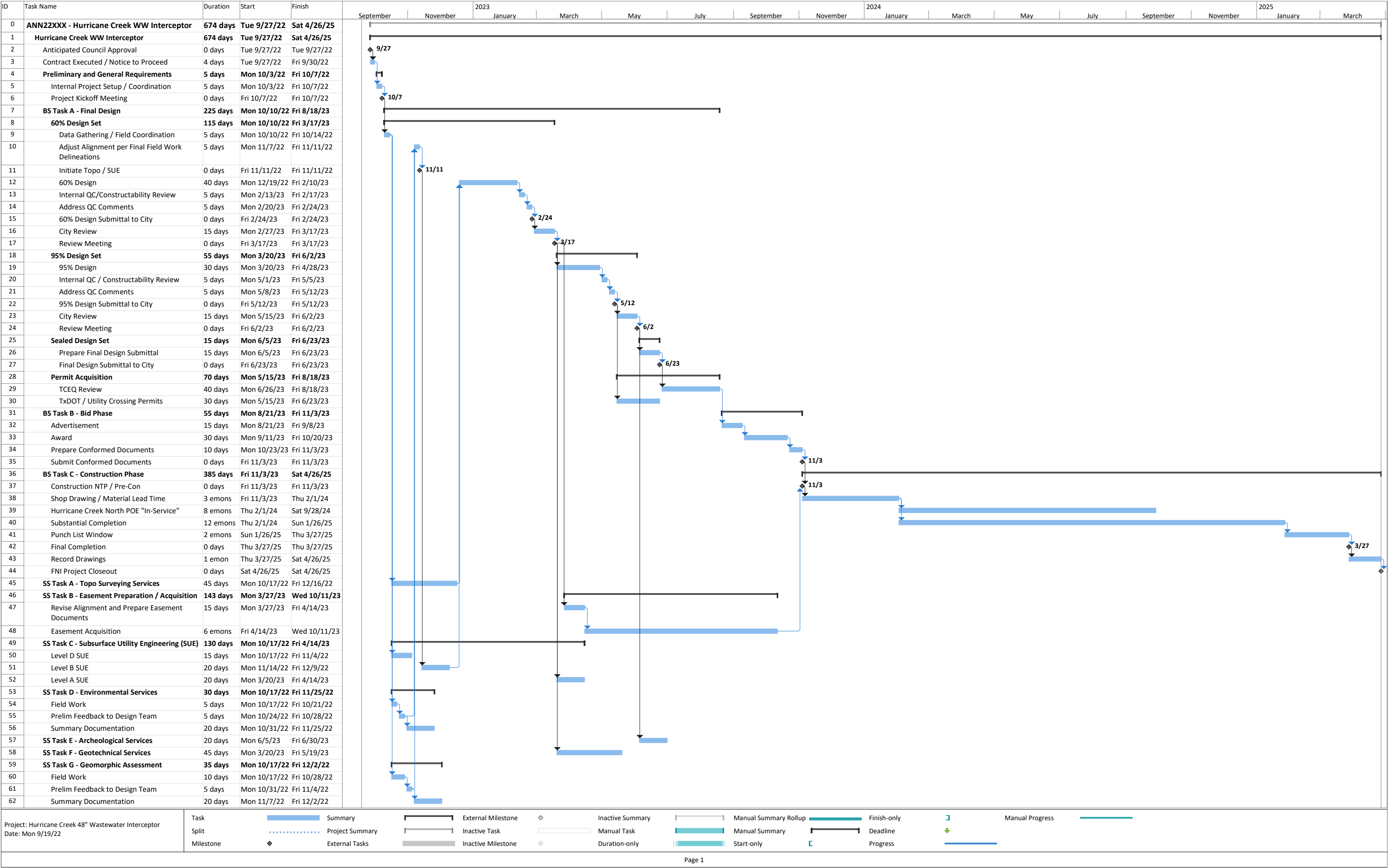
SUBTOTAL	\$ 9,587,963
CONTINGENCY 30%	\$ 2,876,389
SUBTOTAL	\$ 12,464,352
MOBILIZATION 5%	\$ 623,218
SUBTOTAL	\$ 13,087,569

CONSTRUCTION TOTAL (2022 COSTS)	\$ 13,087,569
COST ESCALATION FACTOR 6.0%	\$ 785,254
CONSTRUCTION TOTAL (2023 COSTS)	\$ 13,872,824

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NOTES:

- 1 FNI OPCC classified as an AACE Class 5 Estimate with accuracy range or -30 to + 50.
- 2 FNI OPCC does not include costs associated with engineering fees, permits, surveying, etc.



CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC PURCHASE ORDER FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND FREESE AND NICHOLS, INCORPORATED FOR ENGINEERING DESIGN SERVICES RELATED TO THE HURRICANE CREEK LINE INTERCEPTOR SEWER PROJECT FROM FM 455 TO THE NORTHERN CITY LIMIT, IN A FORM APPROVED BY THE CITY ATTORNEY, PER THE PROFESSIONAL SERVICES AGREEMENT SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna Wastewater Master Plan identifies a large trunk sewer main to be constructed along Hurricane Creek from Fm 455 to the northern City Limits in the City of Anna, Texas; and,

WHEREAS, Freese and Nichols, Incorporated completed the conceptual engineering design for the project earlier this year; and,

WHEREAS, the project is required to provide sewer service to the west side of US 75 in Anna from FM 455 to the northern City Limits; and,

WHEREAS, the project is essential to the development of the US 75 corridor and the west side of Anna; and,

WHEREAS, the services provided by Freese & Nichols, Incorporated will be funded through Wastewater Impact Fees; 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.

- A. That the funding shall be \$1,111,965 in Wastewater Impact Fees.
- B. That the City Council hereby approves entering into and authorizes the City Manager to execute a professional services agreement with Freese and Nichols, Incorporated for the scope of services identified in Exhibit “A” attached hereto.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ____ day of _____, 2022.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor Nate Pike

EXHIBIT "A"

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS AGREEMENT is made and entered into as of the 27th day of September, 2022, by and between the City of Anna, Texas, a Texas municipal corporation, with its principal office at 111 North Powell Parkway, Anna, Collin County, Texas 75409, hereinafter called "OWNER" and Freese and Nichols, Inc. with its corporate office at 801 Cherry Street, Suite 2800, Fort Worth, Texas 76102, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1 EMPLOYMENT OF CONSULTANT

OWNER hereby contracts with CONSULTANT, as an independent contractor, and CONSULTANT hereby agrees to perform the services herein in connection with the Project as stated in the sections to follow, with diligence and in accordance with the professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, the general services traditionally performed by a municipally retained or employed engineer including without limitation the services described under Article 2.A. of this Agreement

ARTICLE 2 SCOPE OF SERVICES

CONSULTANT shall perform the following services in a professional manner:

- A. CONSULTANT shall perform all those services as necessary and as described under "Scope of Services" as set forth under OWNER's Request for Qualifications, which is attached hereto and made a part hereof as Exhibit "A" as if written word for word herein and in addition:

1. Provide review of plats, site plans, concept plan, specifications, bidding documents, construction plans, studies prepared by other Professional Engineers and Registered Professionals Land Surveyors that are submitted to the City in conformance with City's subdivision regulations. Review is for general conformance to the City's standards and good engineering practice. The review does not guarantee the completeness, accuracy

or correctness of the documents prepared by other professionals licensed or registered by the State of Texas.

2. Provide engineering consultation services relative to the administration of the City's Flood Prevention Ordinance.
 3. Preparation of specifications, contract documents and construction plans for City Capital Improvements project, rehabilitation projects and any other project that falls within the realm of a municipal public works civil engineering project.
 4. Complete engineering, topographic and boundary surveys as requested by the City.
 5. Land surveys and office computations required to develop plats and metes and bounds descriptions for easements, property acquisition, CCN acquisitions or municipal annexations.
 6. Complete feasibility studies as requested by the City.
- B. To, upon request by OWNER, perform the types of services set forth in CONSULTANT's Statement of Qualifications, which proposal is attached hereto and made a part hereof as Exhibit "B" as if written word for word herein.
- C. CONSULTANT shall perform appropriate services set forth in individual task orders which shall be governed by the terms of this Agreement.
- D. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement or any task orders, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE 3 ADDITIONAL SERVICES

Additional services to be performed by CONSULTANT, if authorized by OWNER, whether included in the above-described Scope of Services, are described as follows:

- A. During the course of the Project, as requested by OWNER, CONSULTANT will be available to accompany OWNER's personnel when meeting with or having dealings with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, or other regulatory agencies. CONSULTANT will assist OWNER's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for OWNER's compliance efforts.
- B. Assisting OWNER 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, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

- C. Sampling, testing, or analysis beyond that specifically included in the above-described Scope of Services.
- D. Preparing copies of computer aided drafting (CAD) electronic data bases, drawings, or files for OWNER's use in a future CAD system.
- E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- F. 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 OWNER.
- G. Providing geotechnical investigations, including soil borings, related analyses, and recommendations.

ARTICLE 4 PERIOD OF SERVICE

This Agreement shall become effective upon execution of this Agreement by OWNER and CONSULTANT and upon issue of a notice to proceed by OWNER and shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule(s) established by OWNER, acting through its City Manager or his designee.

ARTICLE 5 COMPENSATION

- A. COMPENSATION TERMS:
 - 1. "Subcontract Expense" is defined as expenses incurred by CONSULTANT in employment of others in outside firms for services in the nature of, geotechnical evaluations, traffic engineering and other necessary support labor incident to the work required under the Scope of Services and Additional Services.
 - 2. "Direct Non-Labor Expense" is defined as that expense for any OWNER-authorized assignment incurred by CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

- B. **BILLING AND PAYMENT:** For and in consideration of the professional services to be performed by CONSULTANT herein, OWNER agrees to pay, based on the cost estimate detail at an hourly rate shown in Exhibit "C" which is attached hereto and made a part of this Agreement as if written word for word herein.

Partial payments to CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. OWNER shall not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by OWNER for any charge, expense, or reimbursement above any maximum not-to-exceed fee as stated within any specified task order, without first having obtained written authorization from OWNER. CONSULTANT shall not proceed to perform any services without obtaining prior written authorization from the City Manager or his designee.

- C. **ADDITIONAL SERVICES:** For additional services authorized in writing by OWNER in Article 3, CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in Exhibit "C." Payments for additional services shall be due and payable upon submission by CONSULTANT and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- D. **PAYMENT:** If OWNER fails to make payments due CONSULTANT for services and expenses within 60 days after receipt of CONSULTANT's undisputed statement thereof, the amounts due CONSULTANT will be increased by the rate of one percent (1%) per month from the said 60th day, and, in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require OWNER to pay the late charge of one percent (1%) set forth herein if OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article 5, "Compensation."

ARTICLE 6

OBSERVATION AND REVIEW OF THE WORK

CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to OWNER any defects or deficiencies in the work of CONSULTANT or any subcontractors or subconsultants.

ARTICLE 7
OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service and shall become the property of OWNER upon the termination of this Agreement. CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein and by CONSULTANT at the time such information and materials are delivered, CONSULTANT is released from any and all liability relating to such use in that project.

ARTICLE 8
INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status. OWNER shall not control the means, methods, sequences, procedures, or techniques utilized by CONSULTANT to perform work or services under this Agreement or any associated task order.

ARTICLE 9
AUDITS AND INSPECTION

OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. CONSULTANT shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, CONSULTANT shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents, and other evidence pertaining to this agreement, and to allow OWNER similar access to those documents. All books and records will be made available within a 50-mile radius of the City of Anna. The cost of the audit will be borne by OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by CONSULTANT which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in OWNER's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall

be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE 10 **INDEMNITY AGREEMENT**

CONSULTANT shall indemnify, save and hold harmless OWNER and its officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the OWNER, that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT'S agent, another consultant under contract, or another entity over which the CONSULTANT exercises control.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 11 **INSURANCE**

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.
- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. CONSULTANT shall furnish insurance certificates or insurance policies at OWNER's request to evidence such coverages. Except for workers compensation and professional liability, the insurance policies shall name OWNER as an additional insured

and shall contain a provision that such insurance shall not be canceled or reduced with respect to by coverages or endorsements without 30 days' prior written notice to OWNER and CONSULTANT. In such event, CONSULTANT shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.

ARTICLE 12

TERMINATION OF AGREEMENT

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving 30 days' advance written notice to the other party.
- B. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to OWNER within 30 days after the date of termination. OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article 5 "Compensation." Should OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to OWNER on or before the date of termination but may maintain copies of such documents for its use.

ARTICLE 13

RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the design or other work prepared by CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE 14

NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three days after mailing:

To CONSULTANT:

Managing Partner/Owner
Firm Name
11910 Greenville Ave., Suite 600
Dallas, Texas 75243

To OWNER:

City Manager
City of Anna
120 W. 7th Street
P.O. Box 776
Anna, Texas 75409

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three days after mailing.

ARTICLE 15 **ENTIRE AGREEMENT**

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior or contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE 16 **SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 17 **COMPLIANCE WITH LAWS**

CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

ARTICLE 18 **DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE 19

PERSONNEL

- A. CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of or have any contractual relations with OWNER. CONSULTANT shall inform OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.
- B. All services required hereunder will be performed by CONSULTANT or under its supervision. All personnel engaged in work shall be qualified and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE 20 **ASSIGNABILITY**

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of OWNER.

ARTICLE 21 **MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE 22 **MISCELLANEOUS**

- A. The following exhibits are attached to and made a part of this Agreement:
 - Exhibit A – Scope of Services (15 pages)
 - Exhibit B – Master Service Agreement with the City (28 pages)
 - Exhibit C – Fee Schedule (2 pages)
- B. CONSULTANT agrees that OWNER shall, until the expiration of four years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONSULTANT involving transactions relating to this Agreement. CONSULTANT agrees that OWNER shall have access during normal working hours to all necessary CONSULTANT facilities and shall

be provided adequate and appropriate working space in order to conduct audits in compliance with this section. OWNER shall give CONSULTANT reasonable advance notice of intended audits.

- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Daniel Huffines, PE. However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.
- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by OWNER.
- F. OWNER shall assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for CONSULTANT to enter in or upon public and private property as required for CONSULTANT to perform services under this Agreement. Additional information to be provided by the City is set forth in Exhibit "D" as if written word for word herein.
- G. CONSULTANT shall at all times maintain OWNER'S confidential or proprietary information in confidence and shall disclose same to third parties only as specifically instructed by OWNER. Any disclosure of privileged or confidential information by OWNER to CONSULTANT is in furtherance of OWNER's purposes and is not intended to and does not waive any privileges that may exist with regard to such information.
- H. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS HEREOF, the City of Anna, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this the 8th day of December 2009.

CITY OF ANNA, TEXAS

JIM PROCE,
CITY MANAGER

ATTEST:
CARRIE LAND, CITY SECRETARY

FREESE AND NICHOLS, INC.

CLAYTON C. BARNARD
PRINCIPAL / VICE PRESIDENT

WITNESS:

BY: _____



HURRICANE CREEK WW INTERCEPTOR STUDY

AUGUST 2022

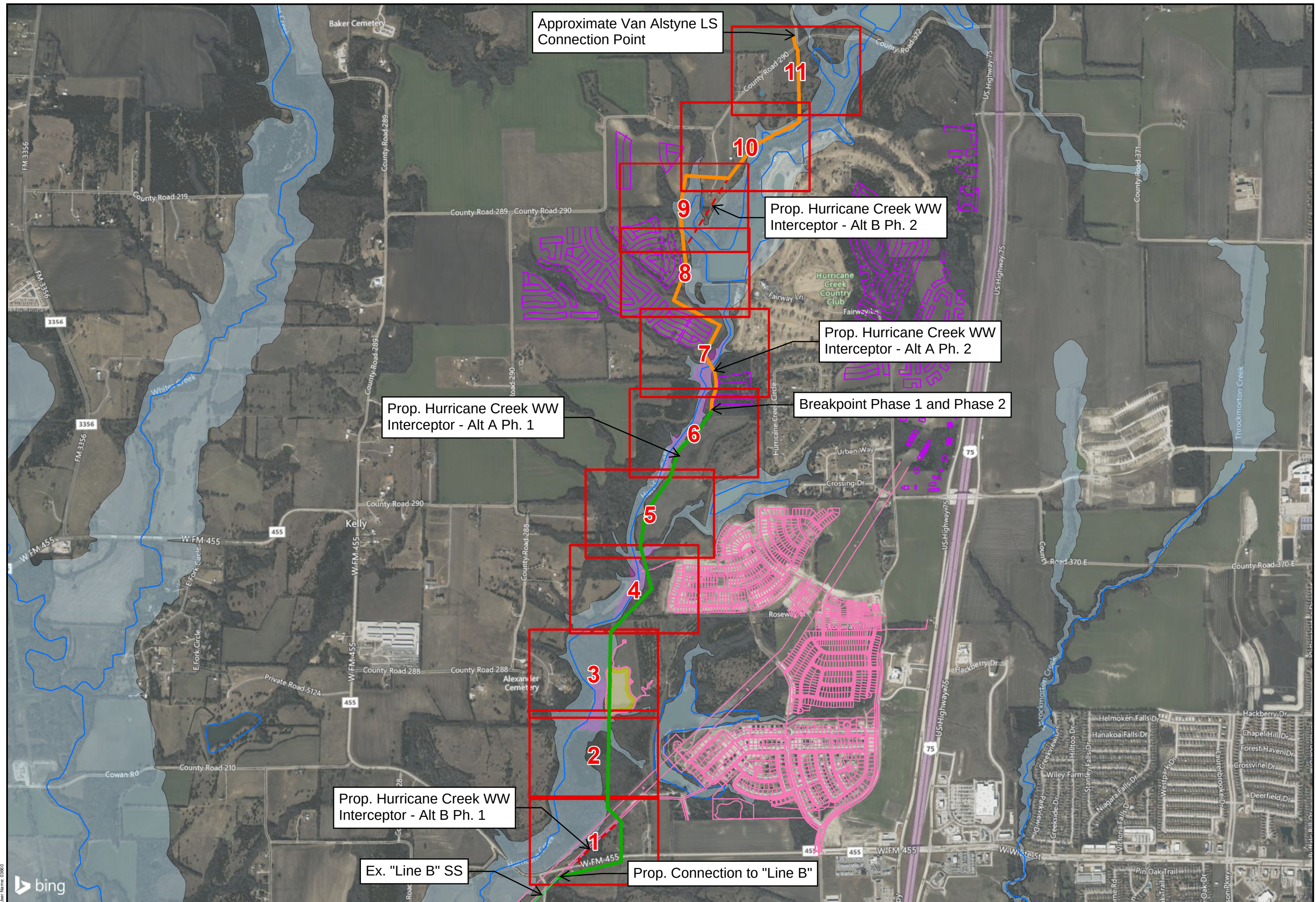
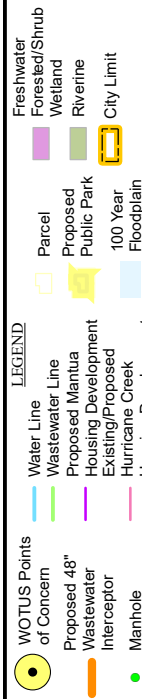
Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144



ANN22437

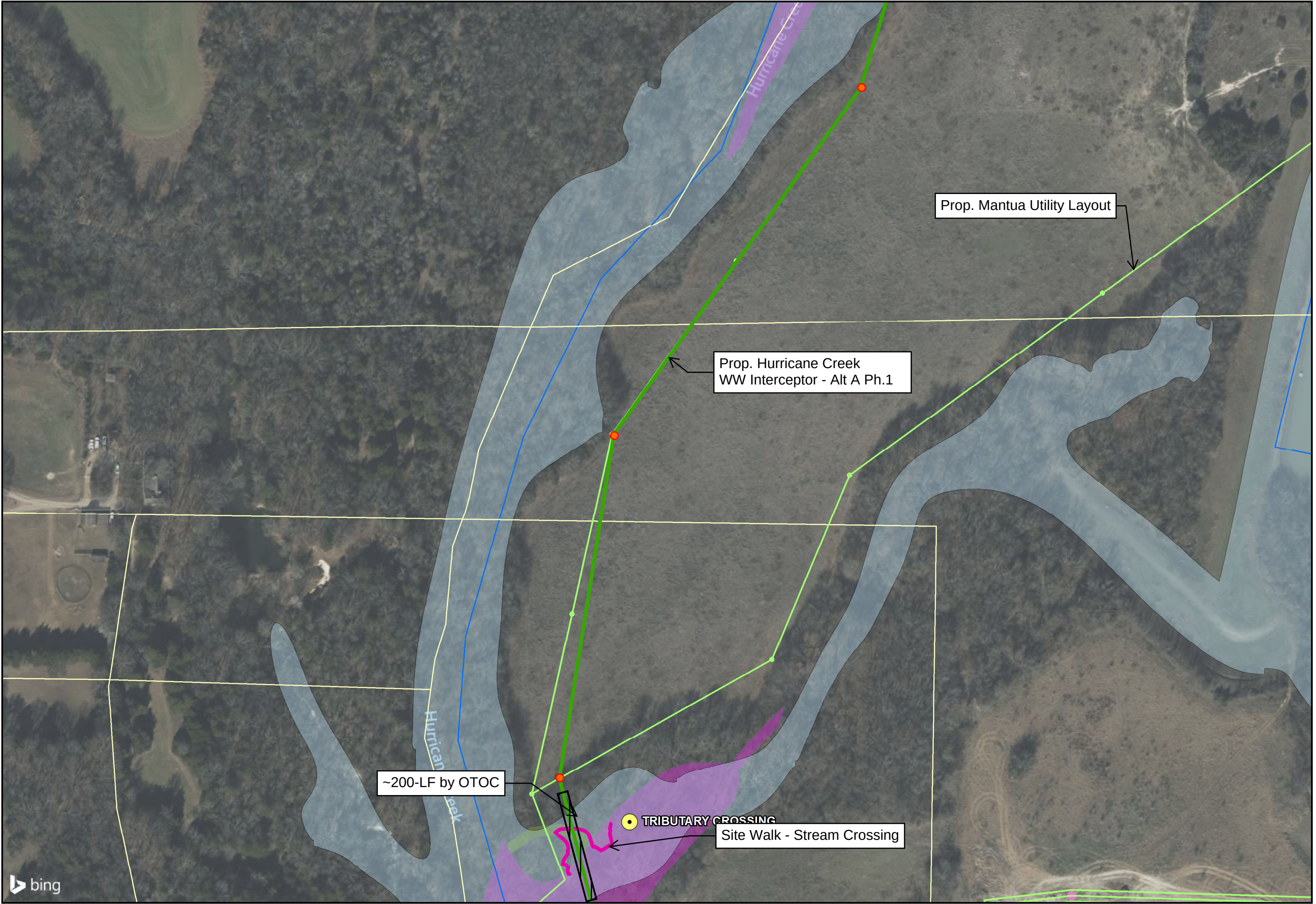
NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE
PURPOSE OF INTERIM REVIEW UNDER THE
AUTHORITY OF: DANIEL W. HUFFINES P.E.
TEXAS NO: 108653 ON DATE: 8/26/2022
IT IS NOT TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES.





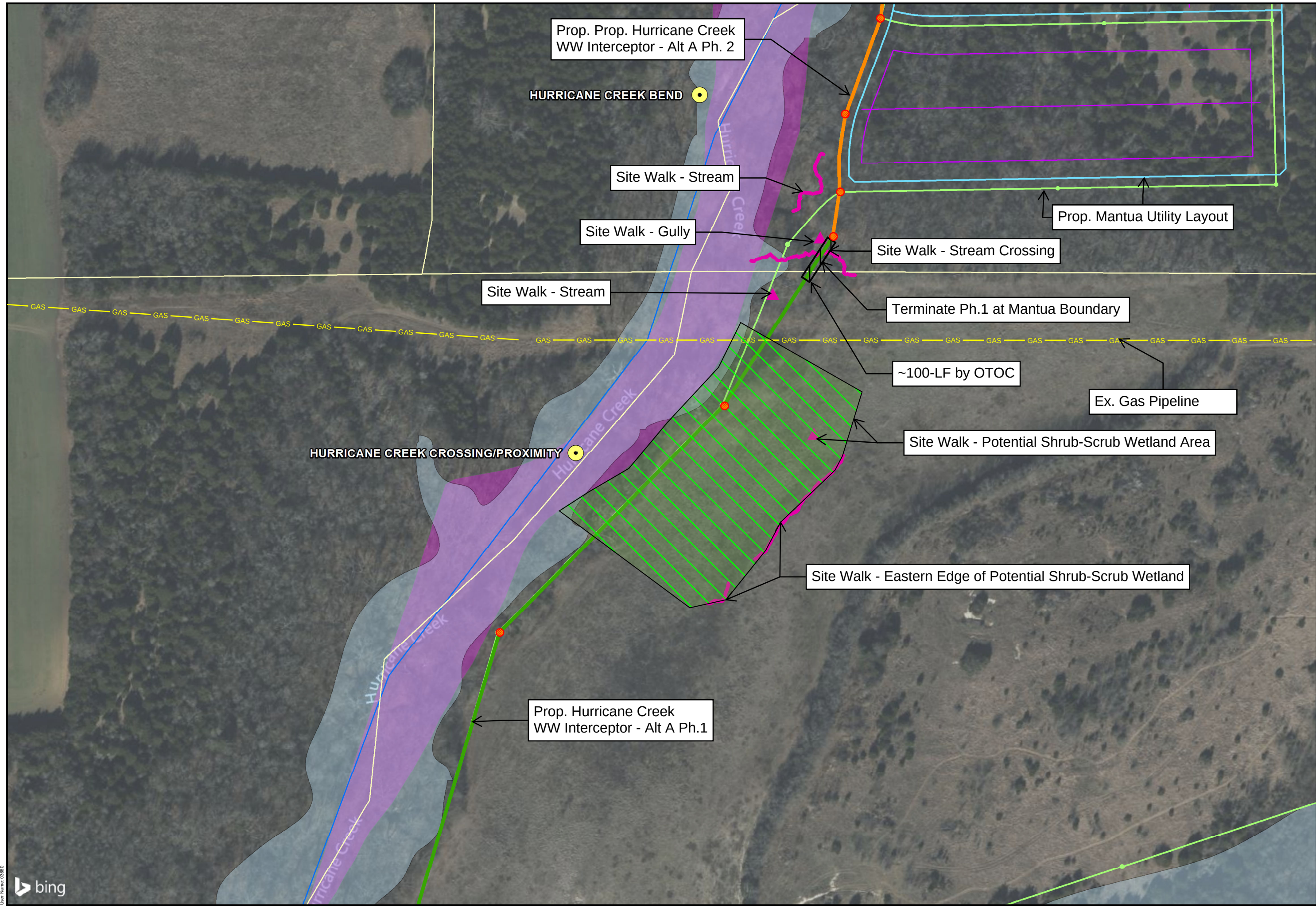
LEGEND	
	WOTUS Points of Concern
	Proposed 48" Wastewater Interceptor
	Manhole
	Water Line
	Wastewater Line
	Proposed Mantua Housing Development
	Existing/Proposed Hurricane Creek
	Housing Development
	Parcel
	Proposed Public Park
	100 Year Floodplain
	Freshwater Forested/Shrub Wetland
	Riverine
	City Limit





LEGEND

WOTUS Points of Concern	Water Line	Freshwater Forested/Shrub Wetland
Proposed 48" Wastewater Interceptor	Wastewater Line	Wetland
Manhole	Proposed Mantua Housing/Proposed	Riverine
	Existing/Proposed Hurricane Creek Housing Development	City Limit
	Parcel	Proposed Public Park
	100 Year Floodplain	



Prop. Hurricane Creek
WW Interceptor - Alt A Ph. 2

HURRICANE CREEK BEND

Site Walk - Stream

Site Walk - Gully

Site Walk - Stream Crossing

Prop. Mantua Utility Layout

Terminate Ph.1 at Mantua Boundary

~100-LF by OTOC

Ex. Gas Pipeline

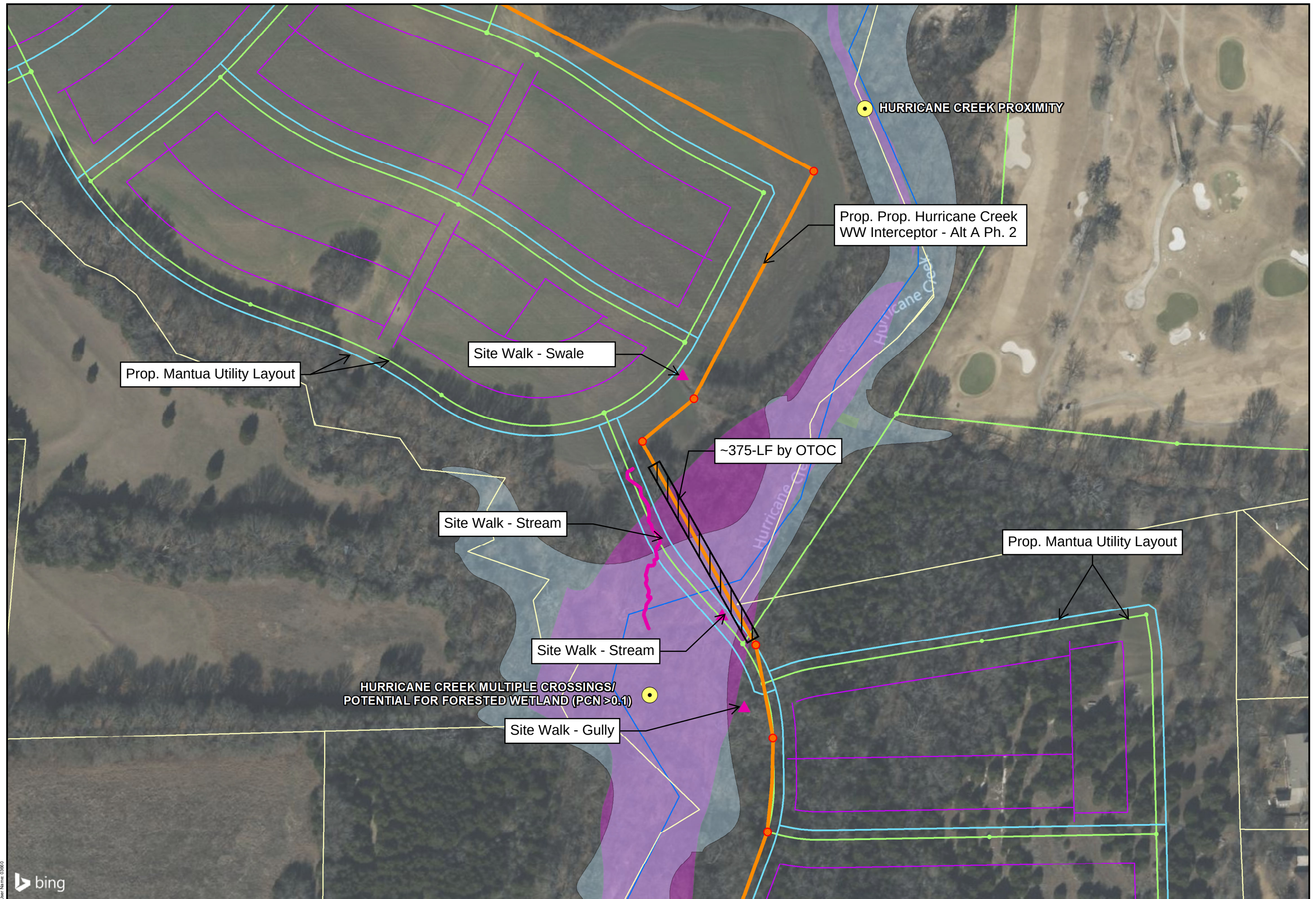
Site Walk - Potential Shrub-Scrub Wetland Area

Site Walk - Eastern Edge of Potential Shrub-Scrub Wetland

HURRICANE CREEK CROSSING/PROXIMITY

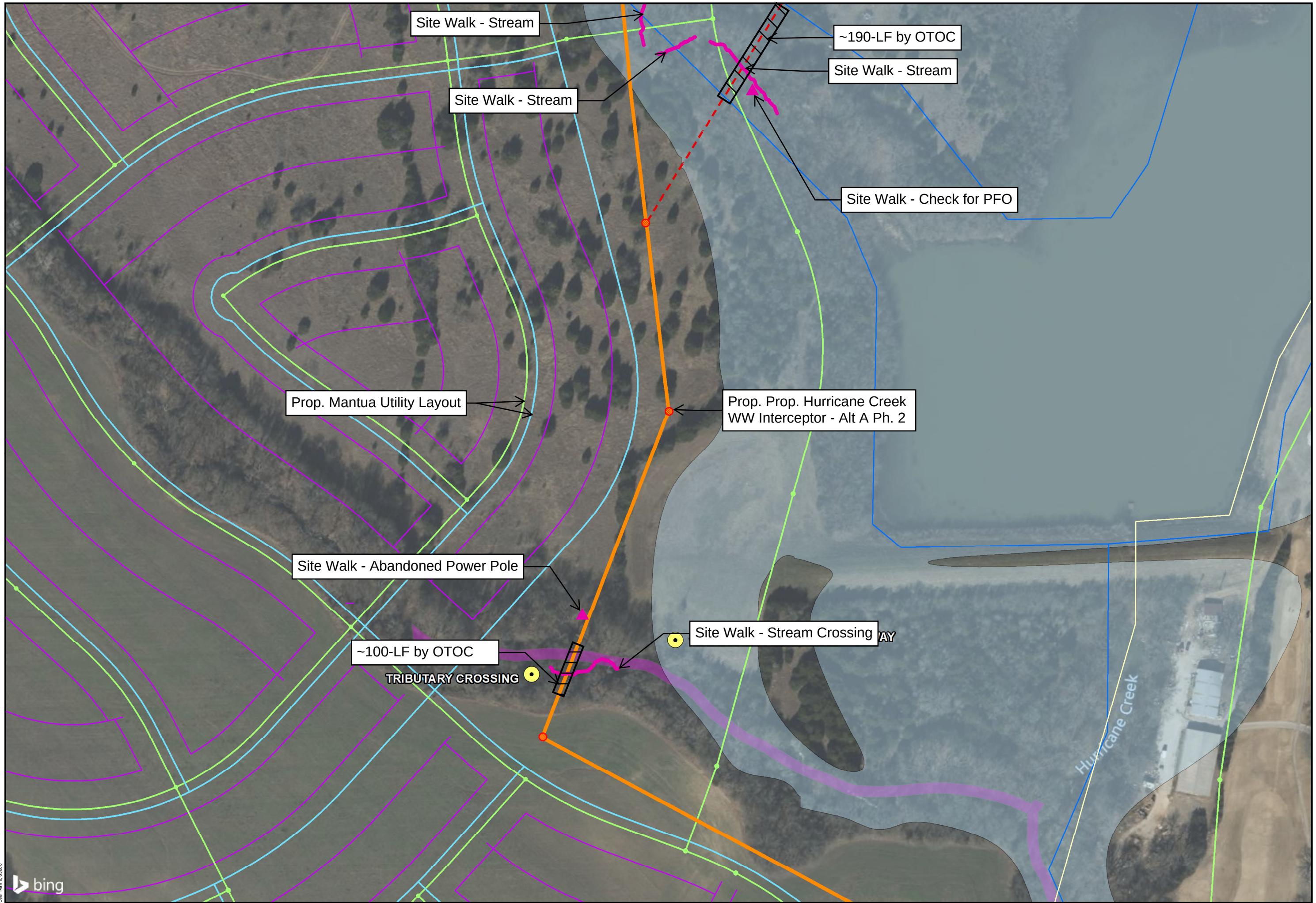
Prop. Hurricane Creek
WW Interceptor - Alt A Ph.1

Site Walk - Stream





LEGEND	
	WOTUS Points of Concern
	Proposed 48" Wastewater Interceptor
	Manhole
	Water Line
	Wastewater Line
	Proposed Mantua Housing/Proposed
	Existing/Proposed Hurricane Creek
	Housing Development
	Parcel
	Proposed Public Park
	100 Year Floodplain
	Freshwater Forested/Shrub Wetland
	Riverine
	City Limit



Site Walk - Stream

~190-LF by OTOC

Site Walk - Stream

Site Walk - Stream

Site Walk - Check for PFO

Prop. Mantua Utility Layout

Prop. Prop. Hurricane Creek
WW Interceptor - Alt A Ph. 2

Site Walk - Abandoned Power Pole

~100-LF by OTOC

TRIBUTARY CROSSING

Site Walk - Stream Crossing

