

AGENDA

City Council Meeting



Tuesday, September 8, 2020 @ 6:30 PM

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

The City Council of the City of Anna will meet at 6:30 PM, on September 8, 2020, at the Anna ISD Board Room, Located at 201 E. 7th Street, to consider the following items.

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

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

At this time, any person may address the City Council regarding an item on this meeting agenda that is not scheduled for public hearing and any item that is not on this meeting agenda. The public will be permitted to offer public comments electronically, as provided by the agenda and as permitted by the presiding officer during the meeting. We are encouraging neighbors, who wish to speak, to complete a [Speaker Registration Form](#) and submit to City Secretary Carrie Land (cland@annatexas.gov) by 5:00 PM so it may be read into the record. Each person will be allowed up to three (3) minutes to speak. No discussion or action may be taken at this meeting on items not listed on this agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

4. **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. Recognize Atmos Energy and their representative John Manganilla for donating helmet cameras (FireCams) to the Anna Fire Department (Interim Fire Chief Dan Wood).
- b. Promotional badge pinning and recognition of newly created rank of Fire Department Driver/Engineer (Interim Public Safety Director Ray Isom).

5. **Work Session.**

- a. Discuss 2020-2021 Council Calendar (City Manager Jim Proce)

6. **Consent Items.**

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

- a. Approve Council Meeting Minutes for August 25, 2020 and September 1, 2020. (City Secretary Carrie Land)
- b. Review Quarterly Attendance Records for City Council, Boards and Commissions. (City Secretary Carrie Land)
- c. Review minutes of the August 3, 2020 Planning & Zoning Commission meeting. (Director of Development Services Ross Altobelli)
- d. Approve a Resolution approving the Final Plat for White Oaks Addition, Block A, Lots 1-5. (Director of Development Services, Ross Altobelli)
- e. Approve a Resolution approving the Revised Preliminary Plat for The Villages of Hurricane Creek. (Director of Development Services, Ross Altobelli)
- f. Approve a Resolution approving the Preliminary Plat for The Villages of Hurricane Creek - North. (Director of Development Services, Ross Altobelli)
- g. Approve Ordinance authorizing the acceptance of credit cards and authorizing processing fees for the payment of fees, fines, court costs and other charges.
- h. Approve a Resolution approving a Merchant Processing Agreement between the City of Anna and Express Merchant Processing Solutions, a division of First Data Merchant Services LLC. (Neighborhood Services Director Marc Marchand)
- i. Conduct a Public Hearing and Consider/Discuss/Action on a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 rate review mechanism filing, adopting tariffs that reflect rate adjustments, and approving related documents and matters. (City Attorney Clark McCoy)
- j. Approve a Resolution authorizing the City Manager to execute a roadway impact fee reimbursement agreement with LGI Homes - Texas, LLC for the construction of Rosamond Parkway. (Director of Public Works, Greg Peters)
- k. Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

7. **Items For Individual Consideration.**

- a. Consider/Discuss/Action approving the purchase of a Software As a Service (SaaS) agreement for Enterprise Resource Planning (ERP) software from Tyler Technologies, Inc of Yarmouth, ME in the amount of \$101,476, and authorize the City Manager to sign the agreement. (Interim Finance Director, Alan Guard)
- b. Consider/Discuss/Action approving an Ordinance adopting the FY2021 Budget. (City Manager Jim Proce)
- c. Consider/Discuss/Action regarding a Resolution ratifying the property tax revenue increase reflected in the City of Anna FY2021 Budget. (City Manager Jim Proce)
- d. Consider/Discuss/Action approving an Ordinance adopting the FY2021 Tax Rate. (City Manager Jim Proce)
- e. Consider/Discuss/Action Letter to Governor Abbott regarding Executive Order GA-29. (City Manager Jim Proce)

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

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

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071).
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code §551.087).
- d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). City Secretary and 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 at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 p.m. on September 4, 2020.

Carrie L. Land, City Secretary

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



Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020
Staff Contact: Dan Wood

AGENDA ITEM:

Recognize Atmos Energy and their representative John Manganilla for donating helmet cameras (FireCams) to the Anna Fire Department (Interim Fire Chief Dan Wood).

SUMMARY:

Recognize Atmos Energy and their representative John Manganilla for donating helmet cameras (FireCams) to the Anna Fire Department. These cameras will be used by all Fire Operations personnel and will assist greatly in future training, public relations, and recruiting efforts.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Ray Isom, Fire Chief
Jim Proce, City Manager

Created/Initiated - 9/4/2020
Final Approval - 9/4/2020



Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020
Staff Contact: Dan Wood

AGENDA ITEM:

Promotional badge pinning and recognition of newly created rank of Fire Department Driver/Engineer (Interim Public Safety Director Ray Isom).

SUMMARY:

The rank of Driver/Engineer is an industry standard across the fire service and represents a vital component within an Engine Company. This milestone marks the creation of the D/E rank within the Anna Fire Department and helps create a scalable organization.

Newly promoted Driver/Engineers: C. Konosky, C. Watson, and RJ Morgan.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Ray Isom, Fire Chief
Jim Proce, City Manager

Created/Initiated - 9/4/2020
Final Approval - 9/4/2020



Item No. 5.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020
Staff Contact:

AGENDA ITEM:
Work Session.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary

Created/Initiated - 9/1/2020



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020
Staff Contact: Jim Proce

AGENDA ITEM:

Discuss 2020-2021 Council Calendar (City Manager Jim Proce)

SUMMARY:

Staff has prepared a calendar with meeting dates and locations for the 2020-2021 Fiscal Year. Review of the calendar and make any necessary changes. Bring back to the next meeting for approval.

FINANCIAL IMPACT:

None.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

No action

ATTACHMENTS:

1. 20-21 Council Meeting Schedule Jim Proce

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 9/1/2020
Final Approval - 9/4/2020

Meeting Date	Notes
Tuesday, August 25, 2020	Regular Meeting
Tuesday, September 01, 2020	Special Meeting on Tax/Budget
Tuesday, September 08, 2020	Regular Meeting/Day after Labor Day
Tuesday, September 22, 2020	Primary Run off Voting
Tuesday, October 13, 2020	Early Voting Week
Tuesday, October 27, 2020	Early Voting Week
Thursday, November 05, 2020	New Council Orientation
Tuesday, November 10, 2020	Regular Meeting
Tuesday, November 24, 2020	Thanksgiving Week - School Holiday
Tuesday, December 08, 2020	Regular Meeting
Tuesday, December 22, 2020	Christmas Week - School Holiday
Tuesday, January 12, 2021	Regular Meeting
Tuesday, January 26, 2021	Regular Meeting
Thursday, January 28, 2021	Virtual Mayor's State of the City Address
Tuesday, February 09, 2021	Regular Meeting
Thursday, February 18, 2021	Candidate Only Orientation(not a quorum)
Tuesday, February 23, 2021	Regular Meeting
February 25 - 27, 2021	Strategic Planning 2021 (Council only on 2/25 & 2/27)
Tuesday, March 09, 2021	Regular Meeting/Week of Spring Break School Holiday
Tuesday, March 23, 2021	Regular Meeting
Tuesday, April 13, 2021	Early Voting Week - Possible
Tuesday, April 20, 2021	Virtual Bond Election Presentation
Tuesday, April 27, 2021	Early Voting Week
Thursday, May 06, 2021	New Council Only Orientation (not a quorum)
Tuesday, May 11, 2021	Regular Meeting
Tuesday, May 25, 2021	Regular Meeting/Day after Memorial Day
Tuesday, May 25, 2021	Budget WorkSession - Tentative
Tuesday, May 25, 2021	CIP Workshop and Adoption
Tuesday, June 08, 2021	Regular Meeting
Tuesday, June 22, 2021	Regular Meeting
Tuesday, June 22, 2021	Budget WorkSession - Tentative
Tuesday, July 13, 2021	Regular Meeting
Tuesday, July 27, 2021	Regular Meeting
Tuesday, July 27, 2021	Budget WorkSession - Tentative
Tuesday, August 10, 2021	Regular Meeting
Tuesday, August 10, 2021	Budget Proposal & Proposed Tax Rate Vote
Tuesday, August 24, 2021	Regular Meeting
Tuesday, September 7, 2021	Budget & Tax Rate Public Hearing
Tuesday, September 14, 2021	Regular Meeting
Tuesday, September 14, 2021	Tax Rate Adoption & Budget Adoption
Tuesday, September 28, 2021	Regular Meeting
Tuesday, October 12, 2021	Regular Meeting
Tuesday, October 26, 2021	Regular Meeting
Tuesday, November 09, 2021	Regular Meeting
Tuesday, November 23, 2021	Regular Meeting/Thanksgiving Week
Tuesday, December 14, 2021	Regular Meeting
Tuesday, December 28, 2021	Regular Meeting/Day after Christmas Holiday
NOTES:	
This schedule does not include, community events, grand openings, groundbreakings, and other ceremonial events that come up throughout the year where it is reasonable and customary to have Councilmembers attend to represent the City.	
This schedule does not include interagency meetings, like the Collin County Commission, NCTCOG, GTUA, CGMA, and TxDOT meetings that come up throughout the year where it is reasonable and customary to have Councilmembers attend to represent the City.	
This schedule does not include joint jurisdictional meetings where the City Council may schedule meetings with Boards and Commissions or the AISD School Board to coordinate community goals.	
This schedule does not include subject matter issues that may arise during the year that may include, master plans, departmental updates, and emergency meetings for response to disasters or declarations of emergencies.	
Some meetings may be canceled for lack of quorum or lack of agenda items and will be revised accordingly based upon such occurrence.	



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020
Staff Contact: Carrie Land

AGENDA ITEM:

Approve Council Meeting Minutes for August 25, 2020 and September 1, 2020. (City Secretary Carrie Land)

SUMMARY:

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. CCmin20200825 Draft
2. CCmin20200901 Draft

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 9/2/2020
Final Approval - 9/4/2020

**Regular City Council Meeting
Meeting Minutes**



Tuesday, August 25, 2020 @ 6:30 PM

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

The City Council of the City of Anna met at 6:30 PM, on August 25, 2020 at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), to consider the following items.

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

Deputy Mayor Pro Tem Beazley called the meeting to order at 6:41 PM.

Mayor Pike arrived at 6:52 PM.

Mayor Pro Tem Miller was absent.

2. Invocation and Pledge of Allegiance.

Deputy Mayor Pro Tem Beazley led the invocation and pledge.

3. Neighbor Comments.

No comments.

Deputy Mayor Pro Tem Beazley moved to Agenda Item 6. d, e and f.

6. Reports.

a. Proclamation declaring September "Hunger Awareness Month"

John Jenkins and Talia McAllister from North Texas Food Bank were present to accept the proclamation.

Throughout the month of September donations of peanut butter will be accepted at City Hall.

b. Proclamation Naming "Anna - a Fair Trade City"

Emily McDonald spoke regarding the "Fair-Trade City" project. Greater Anna Chamber of Commerce President/CEO Kevin Hall was present and accepted the proclamation.

- c. Notification of Cancellation of National Night Out 2020. (Police Chief Jeff A. Caponera)

Police Chief Caponera stated that National Night Out would be cancelled this year due to Covid-19 and safety issues.

- d. Telephone Town Hall Recap (City Manager Jim Proce)

Assistant City Manager Ryan Henderson gave a brief recap of the Telephone Town Hall meeting that was held. The meeting was well received by neighbors, with over 250 participants.

- e. Anna Police Support Month (Councilman Kevin Toten)

Council Member Toten read a statement by former Council Member Chris Reeves. He requested the community to turn the city blue by replacing their outside light bulbs with blue bulbs for the month of September.

- f. City Council Meeting upcoming schedules and locations.

Council will hold a special meeting on September 1 at the Anna ISD Board Room, 201 E. 7th Street at 6:30 PM.

Council will hold their regular meetings for September 8 and September 22 at the Anna ISD Board Room, 201 E. 7th Street at 6:30 PM.

- g. Staff Update on the CARES ACT funding

Interim Finance Director Alan Guard gave an overview of fund expenditures.

- h. Greater Anna Chamber of Commerce President Kevin Hall presented an award to the Fire Department for winning the 2020 Battle of the Badges blood drive.

7. **Work Session.**

- a. Staff presentation of the Draft FY 2021 Community Investment Program (CIP). (Director of Public Works Greg Peters and Director of Neighborhood Services Marc Marchand).

Director of Public Works Greg Peters and Director of Neighborhood Services Marc Marchand gave a detailed presentation on the FY 2021 Community Investment Program.

8. **Consent Items.**

Consent Item 8. d. was pulled for individual consideration.

MOTION: Council Member Toten moved to approve Consent Items 8. a. through c. and 8. e. through j.

- a. Approve City Council Meeting Minutes for August 11, 2020. (City Secretary Carrie Land)
- b. Approve a Resolution entering into a Chapter 380 Agreement with Italian Villa related to the COVID-19 small business assistance program. (Economic Development Director Joey Grisham)

This is an updated version of a Chapter 380 Agreement with Italian Villa for a \$5,000 small business grant. Since Italian Villa opted to relocate from its location on US 75, a new Chapter 380 was drafted that includes a requirement that Italian Villa execute construction contracts and a new lease agreement of at least five years in the City of Anna prior to December 30, 2020.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS,
APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT GRANT
AGREEMENT BETWEEN THE CITY OF ANNA AND ITALIAN VILLA.

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

In accordance with the Sherley Tract Subdivision Improvement Agreement, the developer submitted a petition to the City to create the Sherley Tract Public Improvement District (PID). Before the City Council can create the PID it must hold a public hearing after 15 days' publication notice. This resolution does not create the PID. It only accepts the developer's petition and provides for scheduling of the public hearing and publishing of the notice. The resolution sets the public hearing for September 22, 2020. After the hearing the Council will consider a separate resolution creating the PID.

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

- d. Approve a Resolution approving a Facilities Use Agreement between the City

of Anna and Anna Area Historical Preservation Society (Director of Neighborhood Services Marc Marchand).

This Facility Use Agreement is between the City of Anna and AAHPS for the operation of the Anna Depot and Museum. The objective of the Facilities Use Agreement is to collect, preserve, display, exhibit and promote the history of Anna and the surrounding area through the operation of the Anna Depot and Museum. The primary tenets of the Facilities Use Agreement are as follows:

- ☐ The museum name shall be Anna Depot and Museum.
- ☐ AAHPS agrees to promote and credit the City of Anna for its support of AAHPS and the Anna Depot and Museum in publicly disseminated printed materials and vice versa.
- ☐ The personal property inside the Depot Museum building is owned by or under the control of AAHPS.
- ☐ AAHPS shall have sole operational and supervisory authority over all activities conducted in connection with the operations of the Anna Depot Museum.
- ☐ AAHPS shall open the Anna Depot and Museum on a regularly scheduled basis.
- ☐ The real property constituting the Sherley Heritage Park grounds is owned by and under the control of the City.
- ☐ The City is responsible for the maintenance and repairs of the park grounds where the Train Depot and Museum is located as well as the utilities.
- ☐ The term of the agreement is for five years and shall automatically renew, thereafter.
- ☐ AAHPS shall submit annual reports to the City Manager.

If the City Council decides to pass the Resolution approving the Facilities Use Agreement, AAHPS will finish moving in their exhibits and displays into the Anna Depot and Museum and open their doors to the public shortly, thereafter.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A FACILITY USE AGREEMENT BETWEEN THE CITY OF ANNA ("CITY") AND ANNA AREA HISTORICAL PRESERVATION SOCIETY ("AAHPS") FOR THE OPERATION OF A LOCAL HISTORY MUSEUM IN ANNA'S HISTORIC TRAIN DEPOT.

MOTION: Council Member Toten moved to approve. Council Member Bryan seconded. Motion carried 5-0.

- e. Approve a Resolution Authorizing the City Manager to Renew the Dispatch Services Agreement with Collin County. (Police Chief Jeff A. Caponera)

Collin County has provided dispatch services for Anna PD and Anna FD since 2005. Each year the Agreement must be renewed. Beginning in FY 19, Collin County determined a new formula for the handling of dispatch service fees for each agency under the Agreement. Anna will see an incremental increase in fees over the next five years to account for enhancements to the dispatch radio system. This new formula is based on several variables, including number of calls for service, number of radios on the system as of March 1 of each year,

and connection fees associated with the Plano, Allen, Wylie and Murphy (PAWM) radio gateway.

The dispatch service charges for FY2021 in the amount of \$107,414 shall be paid by the City in four quarterly installments of \$26,853.50 and one quarterly installment of \$23,342.67 during the term hereof. The fees will be based on the fee schedule formulas adopted by Commissioners' Court on August 6, 2018 (Court Order No. 2018- 628-08-06). In addition to the fee schedule, each radio registered on the system will be assessed an annual connection fee by Plano, Allen, Wylie, Murphy (PAWM) operators for access to their system. In FY2021, the fee will be \$108 per radio and may be updated annually by PAWM. Anna PD currently has 34 radios on the PAWM system. Total cost for the connection fees to PAWM is \$3,672.

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

- f. Approve a Resolution Authorizing the City Manager to Extend the Jail Services Agreement with Collin County. (Police Chief, Jeff Caponera)

Collin County Sheriff's Office operates a detention facility, including a Minimum Security Facility that confines persons charged with or convicted of all classes of violations of State Law, including those charged with or convicted of Class C violations arising from arrests initiated by Anna Police Officers.

This Resolution authorizes the City Manager to continue the City's partnership with Collin County for jail services. Not extending this Agreement does not allow Anna Police Officers or the Anna Municipal Court to house persons arrested or convicted on municipal ordinance violations or other Class C violations of State Law.

This Agreement requires that the City pay the County a fee of \$91.41 per day or part of a day per inmate. This is a decrease from the \$98.78 rate in FY 2020.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AN
INTERLOCAL JAIL SERVICES AGREEMENT WITH COLLIN COUNTY

- g. Approve a Resolution approving the revised and restructured contract for water purchase from the Greater Texoma Utility Authority. (Public Works Director Greg Peters)

The City of Anna is a member of the Collin-Grayson Municipal Alliance, with Melissa, Van Alstyne, and Howe. The CGMA contracts with the Greater Texoma Utility Authority to purchase and transport water from North Texas Municipal Water District to the four CGMA Cities.

The new contract is an update of the original 2004 contract, and requires

approval by all four of the CGMA cities.

Many of the changes in this contract are related to the changes NTMWD required GTUA to make in the new contract between GTUA/CGMA and NTMWD which was signed earlier this year.

Some key items include:

- ☐ NTMWD mandated contract changes which City staff does not support, but recommends adopting to ensure water supply.
- ☐ The Contract does not prohibit CGMA from seeking alternative water sources.
- ☐ Annual calibration of GTUA meters to ensure accurate billing of Cities for the water we purchase.
- ☐ Debt service provisions for each City's obligation to fund any infrastructure projects by paying their portion of the debt service based on portion of water purchased.
- ☐ Improved clarity on expenses and rates for purchase of water.

Staff recommended approval of this contract with GTUA and finds that GTUA is doing everything they can to provide the City of Anna with quality service at reasonable rates.

Staff also recommended that the CGMA and GTUA begin a full and committed effort to seeking alternative sources for drinking water, which could result in better rates for our rate payers.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A POTABLE WATER SUPPLY CONTRACT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE

- h. Approve a Resolution adopting an Interlocal Agreement with Collin County for the collection of special assessments in the Hurricane Creek Public Improvement District Improvement Area No. 1. (City Manager Jim Proce)

This Interlocal Agreement allows for the Collin County Tax Assessor/Collector to collect PID assessments for the Hurricane Creek PID Improvement Area No. 1.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN THE COLLIN COUNTY TAX ASSESSOR-COLLECTOR, COLLIN COUNTY, AND THE CITY OF ANNA FOR THE HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA NO.1 COLLECTION SERVICES FOR THE CITY OF ANNA.

- i. Approve a Resolution adopting an Interlocal Agreement with Collin County for the collection of special assessments in the Hurricane Creek Public Improvement District Major Improvement Area. (City Manager Jim Proce)

This Interlocal Agreement allows for the Collin County Tax Assessor/Collector to

collect PID assessments for Hurricane Creek PID Major Improvement Area.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN THE COLLIN COUNTY TAX ASSESSOR-COLLECTOR, COLLIN COUNTY, AND THE CITY OF ANNA FOR THE HURRICANE CREEK PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA COLLECTION SERVICES FOR THE CITY OF ANNA.

- j. Approve a Resolution authorizing the City Manager to execute an Interlocal Agreement by and between the City of Anna and the City of Melissa for the purchase of unused water from the City of Melissa's take or pay minimum water supply. (Director of Public Works Greg Peters)

The City of Anna and the City of Melissa are both members of the Collin Grayson Municipal Alliance, which contracts with the Greater Texoma Utility Authority for the operation, maintenance, and supply of public drinking water from the North Texas Municipal Water District.

The City of Anna is growing in both size and population. As such, Anna now requires more water supply than the take or pay minimum volume as defined in the GTUA contract.

By purchasing unused portions of the other CGMA's take or pay minimum water supply, the City of Anna is not required to increase its take or pay minimum volume. Keeping our take or pay minimum volume flat for as long as possible allows Anna to keep our contract purchase requirements low while still receiving the volume of water required for the community.

In addition, this buy-sell agreement benefits the other CGMA cities as it allows them to sell Anna the water they are not using, but are paying for.

This Interlocal Agreement benefits both cities and does not negatively impact either City. The additional water supply Anna is able to access through this agreement is critical to the ability of the City to provide adequate water volumes to the community.

The City of Melissa previously approved the agreement.

Approval of this resolution will authorize the City Manager to execute the ILA and authorize the payment to the City of Melissa for the volume of water purchased.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF ANNA AND THE CITY OF MELISSA FOR THE PURCHASE OF A PORTION OF THE CITY OF MELISSA'S CONTRACT MINIMUM WATER SUPPLY THROUGH THE GREATER TEXOMA UTILITY AUTHORITY; AND FURTHER AUTHORIZING THE CITY MANAGER TO MAKE PAYMENT TO THE CITY OF MELISSA FOR THE PURCHASE OF SAID

ADDITIONAL WATER SUPPLY AS SET FORTH IN THE TERMS AND CONDITIONS OF THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

9. **Items For Individual Consideration.**

- a. One Two Anna Addition, Block A, Lot 1 Zoning & Concept Plan (Director of Development Services Ross Altobelli)

1) Conduct a public hearing to consider public comments regarding a request to amend Planned Development-846-2020 located at the northwest corner of U.S. Highway 75 frontage road and White Street (FM 455) in order to incorporate additional land.

Request to amend the zoning of 50.5± acres located at the northwest corner of U.S. Highway 75 frontage road and White Street (FM 455) in order to incorporate additional land. Zoned: PD-756-2018.

Mayor Pike opened the public hearing at 8:30 PM

No Comments

Mayor Pike closed the public hearing at 8:30 PM

2) Consider/Discuss/Action on an Ordinance approving the request to amend zoning of the current planned development to incorporate additional acreage resulting from TXDOT right-of-way abandonment.

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 Totten moved to approve. Council Member Bryan seconded. Motion carried 5-0.

3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, One Two Anna Addition, Block A, Lot 1 associated with the rezoning request.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ONE TWO ANNA ADDITION, BLOCK A, LOT 1, CONCEPT PLAN

MOTION: Mayor Pike moved to approve. Council Member Bryan seconded. Motion carried 5-0.

- b. Consider/Discuss/Action on a Resolution for the purchase of medical equipment related to the CARES ACT ambulance. (Interim Fire Chief Dan

Wood)

On 6/23/2020, the Anna City Council approved the purchase of a transport ambulance utilizing CARES ACT funding. Up-fitting and medical equipment costs for this vehicle were not included in the original agenda item. An additional \$95,000 is required to equip the ambulance with a patient stretcher, LifePak 15 resuscitation unit, communications equipment, Lucas CPR device, and other related EMS items. The fire department would like to begin the process of ordering, purchasing, and configuring the necessary equipment in anticipation of the new ambulance's arrival.

This proposal is in alignment with the fire department's internal Strategic Plan and apparatus matrix which defines our vehicle acquisition and replacement schedule through FY 2040.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING FUNDING FOR MEDICAL EQUIPMENT, TOOLS, AND ACCESSORIES RELATED TO THE RECENT CARES ACT RESCUE VEHICLE.

MOTION: Council Member Bryan moved to approve. Council Member Toten seconded. Motion carried 5-0.

- c. First Reading of a Resolution approving the Fiscal Year 2020-2021 Anna Community Development Corporation Annual Budget. (Economic Development Director Joey Grisham)

Two readings of the resolution are required prior to adopting the CDC Budget. The CDC Board approved the proposed FY 2021 budget on July 30, 2020. This is the first reading of the resolution. Mayor Pike read the following:

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2020-2021 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

- d. Second Reading of a Resolution approving the Fiscal Year 2020-2021 Anna Community Development Corporation Annual Budget. (Economic Development Director Joey Grisham)

Two readings of the resolution are required prior to adopting the CDC Budget. The CDC Board approved the proposed FY 2021 budget on July 30, 2020. This is the first reading of the resolution. Mayor Pike read the following:

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2020-2021 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

- e. Consider/Discuss/Act on a Resolution approving the Fiscal Year 2020-2021 Anna Community Development Corporation Annual Budget. (Economic Development Director Joey Grisham)

Staff proposed a \$1,311,140 FY 2021 Budget and it was approved by the CDC Board on July 30, 2020. Sales tax revenues remain strong, giving the CDC more funding for projects.

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2020-2021 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE

MOTION: Mayor Pike moved to approve. Council Member Vollmer seconded. Motion carried 5-0.

- f. Consider/Discuss/Act on a Resolution approving the Fiscal Year 2020-2021 Anna Economic Development Corporation Annual Budget. (Economic Development Director Joey Grisham)

Staff proposed a \$99,650 Annual EDC Budget for FY 2021 and it was approved by the EDC Board on July 30, 2020. A large portion of the proposed budget is dedicated to the Anna Business Park including signage, with much of the remainder earmarked for operating the Inc-Cube.

MOTION: Mayor Pike moved to approve. Council Member Toten seconded. Motion carried 5-0.

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2020-2021 BUDGET FOR THE ANNA ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

- g. Conduct a Public Hearing and Consider/Discuss/Action on an Ordinance to adopt new solid waste rates in the City of Anna, Texas. (Director of Public Works Greg Peters)

Mayor Pike opened the public hearing at 8:52 PM
No Comments
Mayor Pike closed the public hearing at 8:52 PM

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

FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION THEREOF.

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

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

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

MOTION: Mayor Pike moved to enter closed session. Council Member Vollmer seconded. Motion carried 5-0

Mayor Pike recessed the meeting at 8:52 PM.

Mayor Pike reconvened the meeting at 9:22 PM.

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

No action.

10. **Adjourn.**

Mayor Pike adjourned the meeting at 9:22 PM.

Approved on September 8, 2020.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land

**Regular City Council Meeting
Meeting Minutes**



Tuesday, September 1, 2020 @ 6:30 PM

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

The City Council of the City of Anna met in a Special Meeting at 6:30 PM, on September 1, 2020, at the Anna ISD Board Room, Located at 201 E. 7th Street, to consider the following items.

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

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

Council Member Toten joined the meeting via Zoom.

Council Member Beazley was absent.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the invocation and pledge.

c. Consider/Discuss/Action on appointments to the Diversity and Inclusion Advisory Commission. (Interview Committee)

The Interview Committee made the following nominations:

Place	Member	Term Expires
1	Pete Cain	May 2023
2	Dyanne Lockridge	May 2022
3	Curtis Scretchen	May 2023
4	Amanda Kellham	May 2022
5	Lottia Windham	May 2023
6	Roxxanne Aragon	May 2022
7	Elinor Williams	May 2023
8	Mark Mahar	May 2022
9	Kathryn Ross	May 2023
10	Melverse Jackson	May 2022
11	Kim Jones	May 2023

MOTION: Council Member Vollmer moved to approve nominations. Council Member Bryan seconded. Motion carried 5-0.

- d. Consider/Discuss/Action to fill a vacancy on the Planning and Zoning Commission (Interview Committee)

The Interview Committee nominated Latoya Grady to serve on the Planning and Zoning Commission. She will be filling Place 1 and her term will expire May 2021.

MOTION: Mayor Pike moved to approve nomination. Council Member Vollmer seconded. Motion carried 5-0.

4. **Items For Individual Consideration.**

- a. Conduct a Public Hearing on the Proposed FY 2020-2021 Budget

The Annual Budget is one of the most important financial responsibilities of a local government, and preparation of the budget typically takes 6 months to complete. The Annual Budget is developed through an extensive process of reviewing requests received from various City departments, then prioritizing those requests in a manner that utilizes resources effectively, within fiscal constraints, while working to achieve the City's strategic goals. The proposed budget was presented to the City Council on August 11th and can be found on our website at www.annatexas.gov under Budget on the Finance Department's page.

The proposed budget is funded by a property tax rate of \$0.583000, which is lower than the current tax rate. When compared with other cities in our area, the City of Anna continues to have one of the lowest per-capita property tax levies.

According to the most recent population estimates, the City of Anna's population is approximately 15,000. We anticipate a steady increase of 7 to 10 percent annual growth over the next few years. As Anna continues to grow, the City remains committed to the vision and goals outlined in its Strategic Plan. The 2020-21 fiscal year budget is designed to preserve and enhance the quality of existing services and respond appropriately to our city's continuing growth and development.

The Council will vote to adopt the FY 2021 budget on September 8 th.

Mayor Pike opened the public hearing at 6:39 PM.

No Comments

Mayor Pike closed the public hearing at 6:44 PM.

- b. Conduct a Public Hearing on the Proposed FY2021 Tax Rate

At the Tuesday, August 11th meeting, the City Council set the date, time and location of tonight's public hearing on the FY2021 proposed tax rate as required by the Texas Tax Code. The Notice of Public Hearing was published in the Anna Melissa Tribune on August 20, 2020.

After properties are appraised by the Collin County Appraisal District, the Collin County Tax Assessor-Collector calculates both the No-New-Revenue tax rate and the Voter Approval tax rate for the City of Anna as the designated officer to complete the tax rate calculation forms created by the Texas Comptroller and to certify the calculations as accurate.

No-New-Revenue tax rate: The No-New-Revenue tax rate is a calculated rate that would provide the taxing unit with the same amount of maintenance and operations property taxes on existing property as the previous year after taking into account changes in appraised value. If property values rise, the No-New-Revenue tax rate will go down and vice versa. The No-New Revenue tax rate for FY2021 is \$0.569415 per \$100.

Voter-Approval tax rate: The Voter-Approval tax rate provides the taxing unit with the same amount of maintenance and operations property taxes on existing property as the previous year plus a 3.5 percent increase for those operations, in addition to sufficient funds to pay debts in the coming year. However, a city council may direct the designated officer to calculate the Voter-Approval tax rate at 8 percent if any part of the city is located in an area declared a disaster area during the current tax year by the governor or president of the United States. If a taxing unit adopts a tax rate higher than the Voter-Approval tax rate, a tax rate approval election must be held on the November uniform election date. **The Voter-Approval tax rate for FY2021 is \$0.586560 per \$100.**

The proposed budget is supported by a tax rate of \$0.583000. Under the Texas Property Tax Reform and Transparency Act of 2019, a city that adopts a rate exceeding the lower of the No-New-Revenue tax rate or the Voter-Approval tax rate must hold one public hearing. The following table is a comparison between the proposed tax rate, last year's rate, the No-New-Revenue rate and the Voter-Approval tax rate.

Proposed FY2021 Tax Rate	\$0.583000 per \$100
Preceding FY2020 Tax Rate	\$0.591288 per \$100
No-New-Revenue Tax Rate	\$0.569415 per \$100
Voter-Approval Tax Rate	\$0.586560 per \$100

The budget and tax rate are scheduled for adoption at the September 8th Council meeting. Since the proposed tax rate is higher than the No-New-Revenue rate, section 26.05 of the Texas Tax Code requires a minimum of 60% of the Council Members to vote in favor of that rate. That would require at least 5 Council Members to vote in favor of the proposed tax rate.

	FY2020	FY2021	Change
Total tax rate (per \$100 of value)	\$0.591288	\$0.583000	(0.008288)
Average homestead taxable value	\$227,000	\$230,000	\$3,000
Tax on average homestead	\$1,340.90	\$1,340.90	\$0.00
Total tax levy on all properties	\$7,715,945	\$8,570,566	\$854,621

Mayor Pike opened the public hearing at 6:45 PM.

No Comments

Mayor Pike closed the public hearing at 6:46 PM.

5. **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. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). City Secretary and City Manager Annual Review, Boards and Commissions

Not held.

- 6. 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.

7. **Adjourn.**

Mayor Pike adjourned the meeting at 6:46 PM.

Approved on September 8, 2020.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020
Staff Contact: Carrie Land

AGENDA ITEM:

Review Quarterly Attendance Records for City Council, Boards and Commissions. (City Secretary Carrie Land)

SUMMARY:

Quarterly attendance records for City Council, Boards and Commissions.

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. Council and Boards Attendance

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 9/4/2020
Final Approval - 9/4/2020

CITY COUNCIL ATTENDANCE

p = present

a = absent

DATE	Nate Pike	Kevin Toten	Josh Vollmer	John Beazley	Chris Reeves	Nathan Bryan	Lee Miller
2/12/2019	p	p		p	p	p	p
2/26/2019	p	a		p	a	p	p
3/12/2019	p	p		p	a	a	p
3/16/2019	p	p		a	a	p	p
3/14/2019	p	p		a	a	p	p
3/19/2019	p	p		p	p	p	p
3/26/2019	p	p		p	p	p	p
4/9/2019	p	p		a	a	p	p
4/23/2019	p	p		p	p	a	p
5/14/2019	p	p		p	p	p	a
5/28/2019	p	p		p	p	p	p
6/11/2019	p	p		p	p	p	a
6/25/2019	p	p	p	p	a	p	p
7/9/2019	p	a	p	p	a	p	p
7/23/2019	p	p	p	p	a	p	p
7/25/2019	p	a	p	p	a	p	a
8/13/2019	p	p	p	p	p	p	p
8/27/2019	p	p	p	p	a	p	p
9/10/2019	p	p	a	p	p	p	p
9/17/2019	p	p	p	p	p	p	p
9/24/2019	p	a	p	p	a	p	p
10/15/2019	p	p	p	p	p	p	p
11/12/2019	p	p	p	p	a	p	p
12/12/2019	p	p	p	p	a	p	p
1/14/2020	p	p	p	p	p	p	p
1/28/2020	p	p	p	a	p	p	p
2/11/2020	p	p	p	p	vacant	p	p
2/25/2020	p	a	p	a	vacant	p	p
3/10/2020	a	p	p	p	vacant	p	p
3/24/2020	p	p	p	p	vacant	p	p
3/26/2020	p	p	p	p	vacant	p	p
4/1/2020	p	a	p	p	vacant	p	p

DATE	Nate Pike	Kevin Toten	Josh Vollmer	John Beazley	Chris Reeves	Nathan Bryan	Lee Miller
4/14/2020	p	p	p	p	vacant	p	p
4/18/2020	p	p	p	p	vacant	p	p
4/28/2020	p	p	p	p	vacant	p	p
5/2/2020	p	p	p	p	vacant	p	p
5/26/2020	p	p	p	p	vacant	p	p
6/9/2020	p	p	p	p	vacant	p	p
6/23/2020	p	p	p	p	vacant	p	p
7/14/2020	p	p	p	a	vacant	p	p
7/28/2020	p	p	p	a	vacant	p	p
8/11/2020	p	p	p	p	vacant	p	p
8/25/2020	p	p	p	p	vacant	p	a
9/1/2020	p	a	p	p	vacant	p	p
9/8/2020							
9/22/2020							
10/13/2020							
10/27/2020							

[illegible]

BOARD OF ADJUSTMENTS ATTENDANCE

p = present

a = absent

Date	Jon Hendricks	Kelly Herndon	Nick Rubits	Brent Thomas	Tony Bellefond	Sandy Setliff	David Briggs
19-Jan							
19-Feb							
19-Mar							
19-Apr							
19-May							
19-Jun							
19-Jul							
19-Aug							
19-Sep							
19-Oct							
19-Nov	p	p	a	p	p	a	a
19-Dec							
20-Jan							
20-Feb							
20-Mar							
20-Apr							
20-May							
20-Jun							
20-Jul							
20-Aug							
20-Sep							
20-Oct							
20-Nov							
20-Dec							

2019 PLANNING AND ZONING ATTENDANCE p = present a = absent

DATE	Wayne Barton	Donald Henke	Leslie Voss	Danny Ussery	Don Callaham	Daniel Moody	Alonzo Tutson
01.07.19	p	p	p	p	a		
02.04.19`	p	a	p	p	a		
03.04.19	p	p	p	p	p		
04.08.19	p	a	p	p	a		
05.06.19	p	a	a	p	p		
06.03.19	p	p	p	p	a		
07.01.19	p	a	p	p	a	p	p
08.05.19	p	a	p	p	p	p	p
09.09.19	p	a	p	a	p	a	p
10.07.19	p	p	p	a	p	p	p
11.04.19	p	p	p	p	p	a	p
12.02.19	p	p	a	p	p	p	p
01.06.20	p	p	p	p	p	p	p
02.03.20	p	p	p	p	p	a	p
03.02.20	p	p	p	p	p	p	a
04.06.20	Cancelled						
05.04.20	p	p	p	p	a	p	p
06.01.20	p	p	Nick Rubits	p	a	a	p
07.06.20	p	p	p	p	Brent Thomas	a	p
08.03.20	p	p	p	p	p	a	p
08.11.20	p	p	p	p	excused a	a	p
09.01.20	p	p	p	p	p	a	p

PARKS ADVISORY BOARD ATTENDANCE

p = present

a = absent

Date	Danna Ward	Aubrey Johnson	Judith Waldrop	Kirby Barrett	Ginny Finan	Eirik Hansen	Andrew Michrina
19-Jan	a	p	p	a	p	p	p
19-Feb	a	p	p	p	p	p	p
19-Mar	a	p	p	p	p	p	p
19-Apr	p	a	p	p	a	p	p
19-May	p	p	p	p	a	p	p
19-Jun	p	p	p	a	a	p	p
19-Jul	p	p	p	a	a	p	p
Date	Danna Ward	Aubrey Johnson	Eldon Baker	Joe Crowder	Jon Hendricks	Eirik Hansen	Andrew Michrina
19-Jul	p	a	p	p	p	p	p
19-Aug	p	p	p	p	p	p	p
19-Sep	a	a	p	a	p	p	p
19-Oct	p	a	p	p	a	p	p
19-Nov	p	p	p	p	p	p	p
19-Dec	p	p	p	p	p	p	p
20-Jan	a	p	p	p	p	p	p
20-Feb	a	p	p	p	p	p	p
20-Mar	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
20-Apr	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
20-May	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
20-Jun	p	p	p	p	p	p	p
	Cheryl Merritt	Michelle Clemens	Eldon Baker	Joe Crowder	Jon Hendricks	Eirik Hansen	LeQuey Douglas
20-Jul	p	p	p	p	p	p	p
20-Aug	p	p	p	p	p	p	p
20-Sep							
20-Oct							
20-Nov							
20-Dec							



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020

Staff Contact:

AGENDA ITEM:

Review minutes of the August 3, 2020 Planning & Zoning Commission meeting.
(Director of Development Services Ross Altobelli)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 08-03-2020 P&Z Minutes signed

APPROVALS:

Lauren Mecke, Planner II
Jim Proce, City Manager

Created/Initiated - 9/3/2020
Final Approval - 9/4/2020

MINUTES
PLANNING AND ZONING COMMISSION
August 3, 2020

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on August 3, 2020, at 111 N. Powell Parkway, Anna City Hall, to consider the following items.

1. Call to Order and Establishment of Quorum

The meeting was called to order at 7:00 p.m.

Members present were Wayne Barton, Alonzo Tutson, Danny Ussery, Donald Henke, Brent Thomas, and Nick Rubits. Staff present were Ross Altobelli, Lauren Mecke, Olivia Demings, and Kevin Johnson.

2. Invocation and Pledge of Allegiance

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

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

There were no citizen comments.

4. Location Map

5. Consider/Discuss/Action on a recommendation regarding the 2826 Storage Addition, Block A, Lot 1 Development Plat. Applicant: David Surdukan.

Mrs. Demings gave a brief presentation and answered questions from the Commission. This submittal is a Development Plat for RV parking and storage facilities located in the ETJ. It is recommended for approval as submitted.

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

6. Consider/Discuss/Action on a recommendation regarding the Froehlich Estate, Block A, Lot 1, Development Plat. Applicant: Karel Froehlich

Mrs. Demings gave a brief presentation and answered questions from the Commission. This submittal is a Development Plat for a single-family home located in the ETJ. It is recommended for approval as submitted.

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

7. Consider/Discuss/Action on a recommendation regarding the Vaclavik Estates, Block A, Lot 1 Development Plat. Applicant: David Surdukan.

Mrs. Demings gave a brief presentation and answered questions from the Commission. This submittal is a Development Plat for a single-family home located in the ETJ. It is recommended for approval as submitted.

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

8. Consider/Discuss/Action on a recommendation regarding the Rojas Estates, Block A, Lot 1 Minor Plat. Applicant: David Surdukan.

Mrs. Demings gave a brief presentation and answered questions from the Commission. This submittal is a Minor Plat for a single-family home located in the ETJ. It is recommended for approval as submitted.

Mr. Henke inquired as to why a minor plat was required instead of development plat.

Staff responded that a minor plat was required because the land was illegally sold by metes and bounds and without proper subdivision platting.

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

9. Consider/Discuss/Action on a recommendation regarding the Victoria Falls Center Addition, Block A, Lot 1R Replat. Applicant: David Cox.

Ms. Mecke gave a brief presentation and answered questions from the Commission. The purpose of this replat is to modify the limits of the private drainage and detention easement.

Commissioner Thomas asked about the purpose of the replat.

Staff responded that the applicant intends to increase parking spaces and is making the area of the pond smaller to do so.

Commissioner Barton stated that he wanted to condition the approval of the replat subject to the condition of turning in civil plans.

Commissioner Rubits asked if with the addition of more concrete, would the pond still be able to handle the water runoff.

Mr. Altobelli responded that the detention pond will be designed to meet new demands.

A motion was made by Commissioner Barton seconded by Commissioner Thomas to recommend approval of the replat subject to approval of civil plans for the redesign of the detention facility. The vote was unanimous.

10. Consider/Discuss/Action on a recommendation regarding the Victoria Falls Center Addition, Block A, Lot 1R Site Plat. Applicant: David Cox.

Commissioner Rubits asked if the increase in parking spaces was to meet shopping center regulations.

Mr. Altobelli responded that it currently meets standards but the tenant types such as restaurants and gyms are creating a need for more parking.

A motion was made by Commissioner Tutson seconded by Commissioner Rubits to recommend approval of the site plan subject to approval of civil plans. The vote was unanimous.

11. Consider/Discuss/Action on setting the 2021 Planning & Zoning Commission calendar.

A motion was made by Commissioner Ussery seconded by Commissioner Rubits to recommend approval of the 2021 Planning & Zoning Commission calendar. The vote was unanimous.

12. Consider action to approve minutes of the July 6, 2020 Planning and Zoning meeting.

Chairman Tutson thanked staff for detailed minutes.

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

13. A) Conduct a public hearing regarding a request to amend Planned Development-846-2020 located at the northwest corner of U.S. Highway 75 frontage road and White Street (FM 455) in order to incorporate additional land.

The public hearing opened at 7:28 p.m.

Ms. Mecke stated that the property owner was able to obtain additional land from TXDOT R.O.W. abandonment. The land is to be added to the Planned Development.

Commissioner Henke asked if the land was being purchased from the state.

Tommy Vilbig, 517 W. Woodard Street, Denison, TX, 75002, represented for QT and Standridge responded that yes, the land is under contract with TXDOT for purchase.

Commissioner Henke clarified that the additional land will be absorbed into the Planned Development 846-2020 zoning and that no new standards were being introduced.

The public hearing closed at 7:33 p.m.

B) Consider/ Discuss/ Action on a recommendation regarding the request to amend zoning of the current planned development to incorporate additional acreage resulting from TXDOT right-of-way abandonment.

Commissioner Barton confirmed with staff that the Planned Development stipulations allowed for this design.

A motion was made by Commissioner Henke seconded by Commissioner Rubits to recommend approval of amending zoning. The vote was unanimous.

C) Consider/Discuss/Action on a recommendation regarding the Concept Plan, One Two Anna Addition, Block A, Lot 1 associated with the rezoning request.

Commissioner Rubits confirmed with staff that approval of the concept plan did not constitute approval of the sign variance.

Commissioner Barton expressed concern about the grading and retaining walls that would be required to make the site buildable.

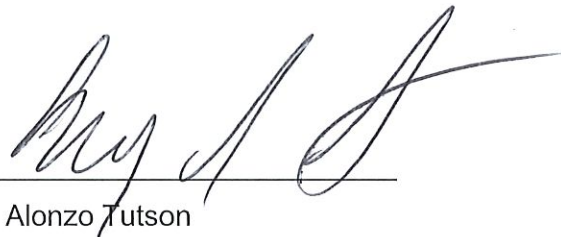
Tommy Vilbig responded that they are aware grading will be a change and they are in the preliminary engineering stage.

Jake Petras, 1120 N. Industrial Blvd, Euless, TX 76039, representative of QT expressed that they see a lot of continuing growth in Anna and believe this intersection to be a good location to catch south bound traffic.

A motion was made by Commissioner Henke seconded by Chairman Tutston to recommend approval of the concept plan. The vote was unanimous.

14. Adjourn

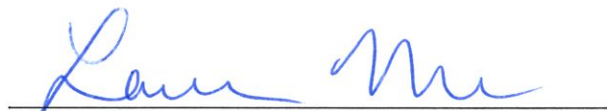
A motion was made by Commissioner Thomas seconded by Commissioner Ussery to adjourn the meeting. The vote was unanimous. The meeting adjourned at 7:44 p.m.

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

Alonzo Tutson

Planning and Zoning Commission Chairman

ATTEST:

A handwritten signature in blue ink, appearing to read "Lance M...", written over a horizontal line.



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020

Staff Contact:

AGENDA ITEM:

Approve a Resolution approving the Final Plat for White Oaks Addition, Block A, Lots 1-5. (Director of Development Services, Ross Altobelli)

SUMMARY:

Five lots on 15.9± acres located at the southeast corner of CR 511 and White Oak Circle. Located within the extraterritorial jurisdiction (ETJ).

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The Planning & Zoning Commission recommended approval subject to the addition of language from the on-site sewage facility review by Collin County Development Services.

ATTACHMENTS:

1. Resolution-(FP) White Oaks Addition
2. EXHIBIT A (FP) White Oaks Addition
3. Agenda Map

APPROVALS:

Lauren Mecke, Planner II
Jim Proce, City Manager

Created/Initiated - 9/3/2020
Final Approval - 9/4/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A FINAL PLAT OF WHITE OAKS ADDITION, BLOCK A, LOTS 1-5.

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, Tyler Rank has submitted an application for the approval of the Final Plat of White Oaks Addition, Block A, Lots 1-5.

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Final Plat

The City Council hereby approves the Final Plat of White Oaks Addition, Block A, Lots 1-5 attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of September, 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

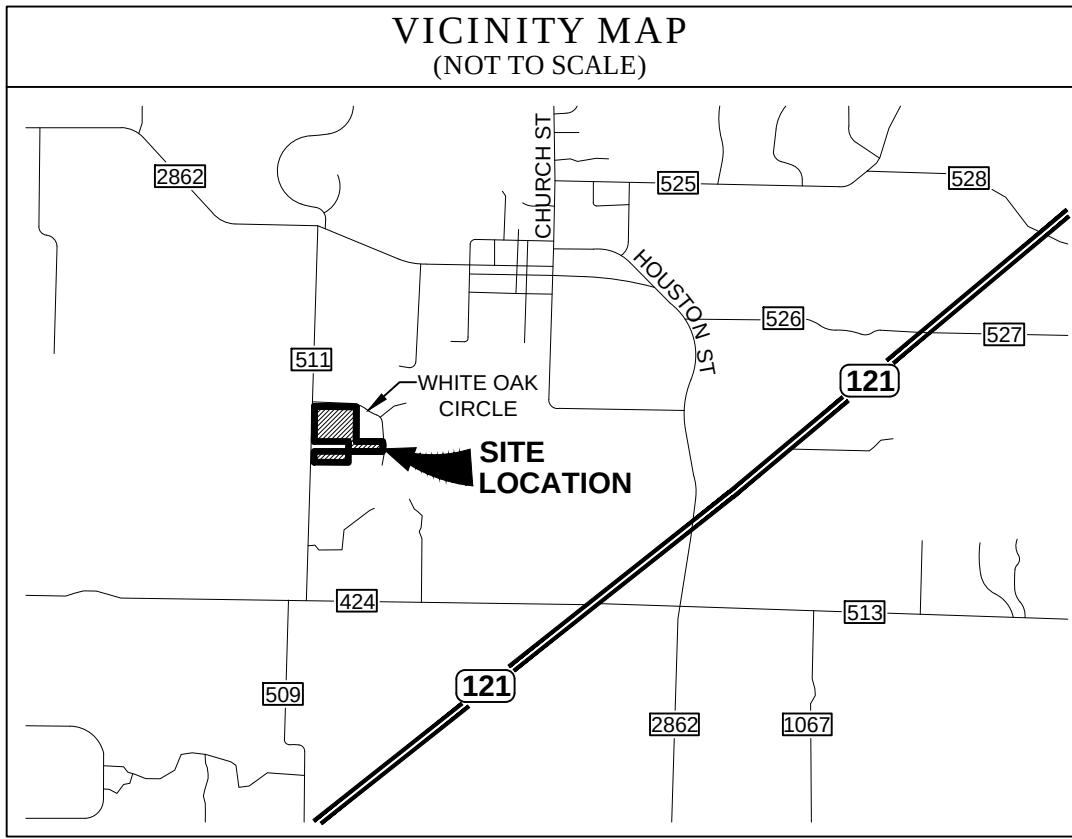


EXHIBIT A

- GENERAL NOTES
- 1.) The purpose of this plat is to create 5 official lots of record from 3 tracts of land.
 - 2.) This property is located in "Non-shaded Zone X" according to the F.E.M.A. Flood Insurance Rate Map dated June 2, 2009 as shown on Map Number 48095C0180J.
 - 3.) The grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTKNET Cooperative network. NAD 83(2011) State Plane Coordinate System (Texas North Central Zone - 4202).
 - 4.) Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
 - 5.) All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
 - 6.) The bearings shown on this plat are based on GPS observations utilizing the AllTerra RTKNET Cooperative network. NAD 83(2011) Datum.

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Anna, Collin County, Texas.

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

Matthew Raabe, R.P.L.S. # 6402 _____ Date _____

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **MATTHEW RAABE**, 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 considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2020.

Notary Public in and for the State of Texas _____

LEGEND	
PG	= PAGE
VOL	= VOLUME
POB	= POINT OF BEGINNING
IRF	= IRON ROD FOUND
CIRF	= CAPPED IRON ROD FOUND
DOC. NO.	= DOCUMENT NUMBER
D.R.C.C.T.	= DEED RECORDS, COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	= OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS

Project	2003.011	 EAGLE SURVEYING, LLC 210 S. Elm Street, Suite: 104 Denton, TX 76201 (940) 222-3009 TX Firm #10194177
Date	08/17/2020	
Drafter	TAR	

SURVEYOR
Eagle Surveying, LLC
210 S. Elm Street, Suite: 104
Denton, TX 76201
(940) 222-3009

OWNER
Brunhild Investments, Inc.
Contact: Steve Brunhild
P.O. Box 6062
McKinney, TX 75071
(972) 900-9831

OWNER
Bobby and Victoria Melton
5305 Oakley Road
McKinney, Texas 75070
(214) 924-1894

HEALTH DEPARTMENT CERTIFICATION

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

Registered Sanitarian or Designated Representative
Collin County Development Services

CERTIFICATE OF APPROVAL

APPROVED on this the _____ day of _____, 2020
by the City Council, City of Anna, Texas.

Mayor _____

ATTEST: _____

City Secretary _____

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, **Brunhild Investments, Inc., Bobby Melton and Victoria Melton**, are the owners of a total of 18.43 acres of land out of the **JOHN ROWLAND SURVEY, ABSTRACT NUMBER 784**, situated in Denton County, Texas and being a portion of a called 10.7096 acre tract of land conveyed to Brunhild Investments, Inc. by deed of record in Volume 4206, Page 1919 - (Document No. 98-0073879) of the Official Public Records of Collin County, Texas, also being all of a called 2.100 acre tract of land conveyed to Bobby and Victoria Melton by deed of record in Document No. 20200116000072810 of said Official Public Records, and a portion of a called 10.429 acre tract of land conveyed to Brunhild Inv., Inc. by deed of record in Volume 4551, Page 927 - (Document No. 99-0143708) of said Official Public Records, and being more particularly described in two (2) parts, by metes and bounds as follows:

PART 1 - LOTS 1-4, BLOCK A:

BEGINNING, at a Mag nail found at or near the intersection of the center of County Road 511 and the center of White Oak Circle, being in the East line of a called 19.28 acre tract of land conveyed to Kile Publishing, Inc. by deed of record in Document No. 92-0026238 of said Official Public Records, also being the Southwest corner of a called 4.610 acre tract of land conveyed to Daniella Pappas by deed of record in Document No. 20161108001521390 of said Official Public Records, also being the Northwest corner of said 10.7096 acre tract and hereof;

THENCE, S89A6'29"E, leaving the East line of said 19.28 acre tract, along or near the center of White Oak Circle, along the North line of said 10.7096 acre tract and in part, the common South line of said 4.610 acre tract, in part, the common South line of a called Tract 2 - 4.716 acre tract of land conveyed to Daniel and Niki Jackson by deed of record in Document No. 20140707000693750 of said Official Public Records, in part, the common South line of a called 3.559 acre tract of land conveyed to Philip and Jonnye Bower by deed of record in Document No. 20190808000952470 of said Official Public Records, and in part, the common South line of a called Tract 2 - 6.087 acre tract of land conveyed to Andria Lai by deed of record in Document No. 20160331000383300 of said Official Public Records, passing at a distance of 715.90 feet, a 1/2 inch iron rod found at the common South corner of said 3.559 acre tract and said 6.087 acre tract, and continuing a total distance of 749.23 feet to a 1/2 inch iron rod with orange plastic cap stamped IPremier Surveying found at the Northwest corner of a called 5.148 acre tract of land conveyed to Julio and Armida Tanguma by deed of record in Document No. 96-0095435 of said Official Public Records, being the Northeast corner of said 10.7096 acre tract, for the most Northerly Northeast corner hereof;

THENCE, S00A5'21"W, leaving the South line of said 6.087 acre tract and White Oak Circle, along the East line of said 10.7096 acre tract and the common West line of said 5.148 acre tract, passing at a distance of 30.14 feet, a 3/4 inch iron rod found and continuing a total distance of 620.77 feet to a 1/2 inch iron rod with orange plastic cap stamped IPremier Surveying found in the North line of said 10.429 acre tract, being the Southwest corner of said 5.148 acre tract, for an inner ell corner hereof;

THENCE, S89A5'31"E, along the North line of said 10.429 acre tract and the common South line of said 5.148 acre tract, passing at a distance of 443.46 feet, a 3/4 inch iron rod found and continuing a total distance of 473.57 feet to a 1/2 inch iron rod with orange plastic cap stamped IPremier Surveying found in White Oak Circle, being the West line of a called 5.6874 acre tract of land conveyed to Cheryl Pavey by deed of record in Document No. 20100811000833490 of said Official Public Records, also being the Southeast corner of said 5.148 acre tract, also being the Northeast corner of said 10.429 acre tract, for the most Easterly Northeast corner hereof;

THENCE, S06A7'39"W, along the East line of said 10.429 acre tract and the common West line of said 5.6874 acre tract, along White Oak Circle, a distance of 72.36 feet to a 1/2 inch iron rod found at the Northwest corner of a called 6.1297 acre tract of land conveyed to Terry and Lezlee Kocian by deed of record in Volume 4692, Page 2252 (Document No. 2000-0063790) of said Official Public Records, being the Southwest corner of said 5.6874 acre tract;

THENCE, S06A6'49"W, along White Oak Circle, along the East line of said 10.429 acre tract and the common West line of said 6.1297 acre tract, a distance of 106.55 feet to a 1/2 inch iron rod with orange plastic cap stamped IPremier Surveying found at the Northeast corner of a called 2.715 acre tract of land conveyed to David and Angela Huth by deed of record in Document No. 20200108000031990 of said Official Public Records, for the Most Easterly Southeast corner hereof;

THENCE, N89A6'23"W, leaving the West line of said 6.1297 acre tract, along the North line of said 2.715 acre tract, passing at a distance of 19.82 feet, a cotton spindle found and continuing a total distance of 607.14 feet to a 1/2 inch iron rod with orange plastic cap stamped IPremier Surveying found at the Northwest corner of said 2.715 acre tract, being the Southeast corner of a called 2.500 acre tract of land conveyed to Daniel Rojas by deed of record in Document No. 20200518000718480 of said Official Public Records;

THENCE, N00A6'46"E, along the East line of said 2.500 acre tract, a distance of 177.58 feet to a 1/2 inch iron rod with orange plastic cap stamped Premier Surveying found in the South line of said 10.7096 acre tract, being the Northeast corner of said 2.500 acre tract;

THENCE, N89A5'31"W, along the North line of said 2.500 acre tract, being in part, the common South line of said 10.7096 acre tract and in part, the common South line of said 2.100 acre tract, passing at a distance of 116.93 feet, a 1/2 inch iron rod with orange plastic cap stamped Premier Surveying found at the Southeast corner of said 2.100 acre tract and continuing a total distance of 613.18 feet to a Mag nail found at or near the center of County Road 511, being the Southeast corner of a called 18.06 acre tract of land conveyed to Glen Davis by deed of record in Document No. 201183000915630 of said Official Public Records, also being the Northwest corner of said 2.500 acre tract, also being the Southwest corner of said 2.100 acre tract for the most Westerly Southwest corner hereof;

THENCE, N00A5'09"E, along or near the center of County Road 511, being the West lines of said 2.100 acre tract and said 10.7096 acre tract, also being the common East lines of said 18.06 acre tract and said 19.28 acre tract, a distance of 624.92 feet to the **POINT OF BEGINNING**, and enclosing 13.21 acres (575,584 square feet) of land, more or less.

PART 2 - LOT 5, BLOCK A:

BEGINNING, at a Mag nail found at or near the center of County Road 511, being in the East line of a called North Tract - 39.197 acre tract of land conveyed to Chapel Hill Investments, LTD by deed of record in Volume 4613, Page 879 - (Document No. 00-0018302) of said Official Public Records, also being the Northeast corner of a called 4.928 acre tract of land conveyed to Jason W. Pipkin by deed of record in Document No. 20150917001184860 of said Official Public Records, also being the Southwest corner of said 10.429 acre tract and hereof;

THENCE, N00A5'09"E, along or near the center of County Road 511, being the West line of said 10.429 acre tract, and in part, the common East line of said 39.197 acre tract and in part, the common East line of a called 399.6595 acre tract of land conveyed to Brunhild Investments, Inc. by deed of record in Document No. 92-0033855 of said Official Public Records, a distance of 190.95 feet to a Mag nail found at the Southwest corner of a called 2.500 acre tract of land conveyed to Daniel Rojas by deed of record in Document No. 20200518000718480 of said Official Public Records, for the Northwest corner hereof;

THENCE, S89A6'48"E, leaving the East line of said 399.6595 acre tract and County Road 511, along the South line of said 2.500 acre tract, a distance of 611.55 feet to a 1/2 inch iron rod with orange plastic cap stamped IPremier Surveying found at the Southeast corner of said 2.500 acre tract, being the Northwest corner of a called 2.715 acre tract of land conveyed to David and Angela Huth by deed of record in Document No. 20200108000031990 of said Official Public Records, for the Northeast corner hereof;

THENCE, S00A9'22"W, along the West line of said 2.715 acre tract, a distance of 196.09 feet to a 1/2 inch iron rod with orange plastic cap stamped IPremier Surveying found in the North line of a called 5.025 acre tract of land conveyed to James J. Patterson and wife, Lavona S. Patterson by deed of record in Volume 1812, Page 965 of the Deed Records of Collin County, Texas, being the South line of said 10.429 acre tract, also being the Southwest corner of said 2.715 acre tract, for the Southeast corner hereof;

THENCE, N89A27'57"W, along the South line of said 10.429 acre tract, being in part, the common North line of said 5.025 acre tract and in part, the common North line of said 4.928 acre tract, a distance of 611.32 feet to the **POINT OF BEGINNING**, and enclosing 2.72 acres (118,325 square feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, **Brunhild Investments, Inc., Bobby Melton and Victoria Melton**, do hereby adopt this plat, designating herein described property as **WHITE OAKS ADDITION**, an addition to the City of Anna, Collin County, Texas, and do hereby dedicate to public use forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the drainage and utility easements as shown. Said drainage and utility easements being hereby reserved for the mutual use and accommodation of all public utilities desiring to use same. All and any public utility 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 its respective system on the drainage and utility easement and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said drainage and utility easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone.

OWNER: Brunhild Investments, Inc.	OWNER: Bobby Melton	OWNER: Victoria Melton
BY: _____ Steve Brunhild Date _____	BY: _____ Bobby Melton Date _____	BY: _____ Victoria Melton Date _____
STATE OF _____ § COUNTY OF _____ §	STATE OF _____ § COUNTY OF _____ §	STATE OF _____ § COUNTY OF _____ §
BEFORE ME, the undersigned authority, on this day personally appeared Steve Brunhild , 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 considerations therein expressed and in the capacity therein stated.	BEFORE ME, the undersigned authority, on this day personally appeared Bobby Melton , 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 considerations therein expressed and in the capacity therein stated.	BEFORE ME, the undersigned authority, on this day personally appeared Victoria Melton , 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 considerations therein expressed and in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2020.	GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2020.	GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2020.
Notary Public in and for the State of Texas _____	Notary Public in and for the State of Texas _____	Notary Public in and for the State of Texas _____

APPROVED
September 8, 2020
P&Z COMMISSION
CITY OF ANNA

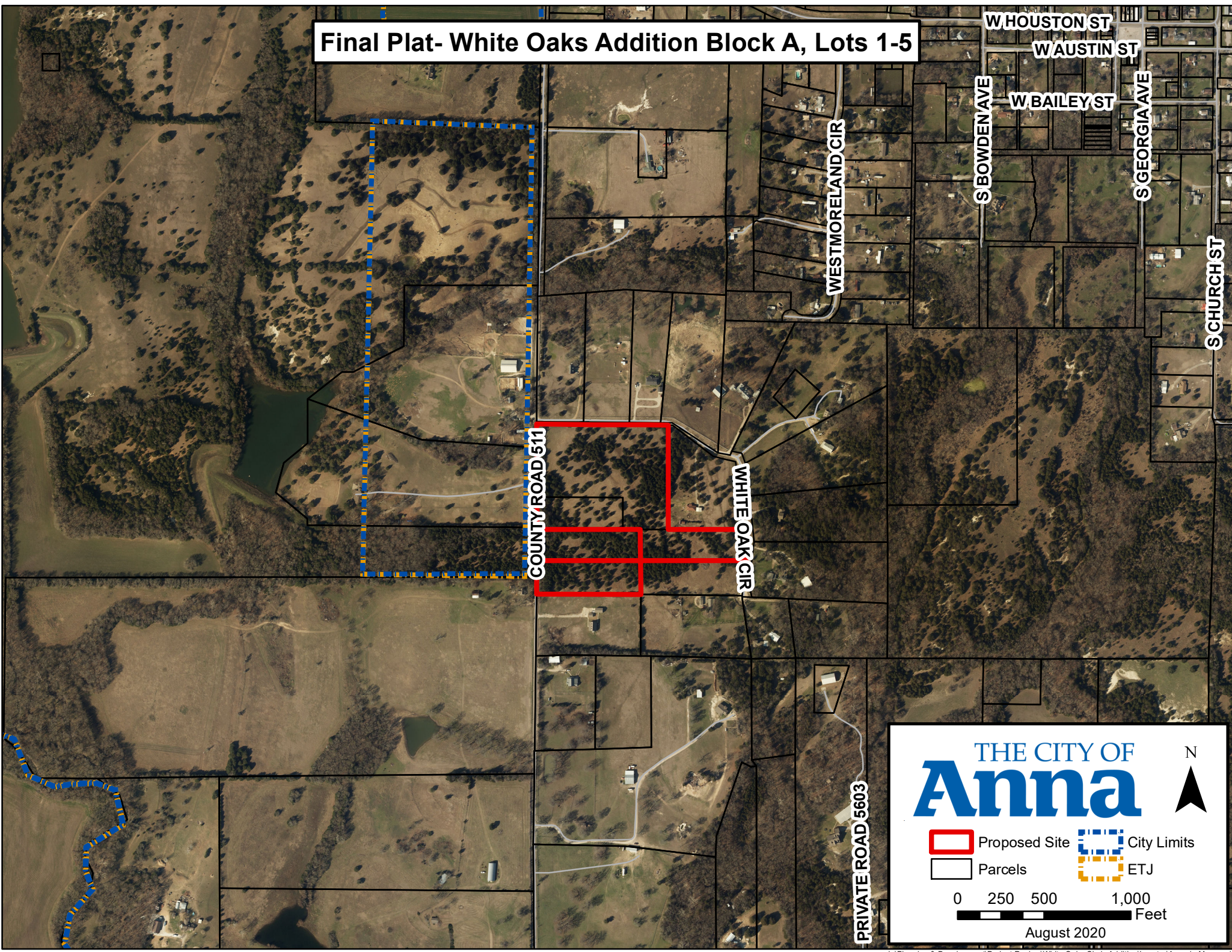
APPROVED
SEPTEMBER 8, 2020
CITY COUNCIL
CITY OF ANNA

FINAL PLAT WHITE OAKS ADDITION LOTS 1-5, BLOCK A

BEING 15.93 ACRES OF LAND SITUATED IN THE
JOHN ROWLAND SURVEY, ABSTRACT No. 784
CITY OF ANNA, COLLIN COUNTY, TEXAS

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

Final Plat- White Oaks Addition Block A, Lots 1-5



THE CITY OF

Anna

N

Proposed Site

City Limits

Parcels

ETJ

0 250 500 1,000

Feet

August 2020



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020

Staff Contact:

AGENDA ITEM:

Approve a Resolution approving the Revised Preliminary Plat for The Villages of Hurricane Creek. (Director of Development Services, Ross Altobelli)

SUMMARY:

615 single-family residential lots, 22 common area lots, two parkland lots, one amenity center, and one civic center (fire station) lot on 368.2± acres located 662± feet north of West White Street (FM 455) and 832± feet west of U.S. Highway 75. Zoned Planned Development 689-2015.

The purpose for this revised preliminary plat is to align the road connections with the Villages of Hurricane Creek - North Preliminary Plat.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The Planning & Zoning Commission recommended approval as submitted.

ATTACHMENTS:

1. RESOLUTION-(RPP) The Villages of Hurricane Creek
2. Exhibit A (RPP) Villages of Hurricane Creek
3. Agenda Map

APPROVALS:

Lauren Mecke, Planner II

Created/Initiated - 9/3/2020

Jim Proce, City Manager

Final Approval - 9/4/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A REVISED PRELIMINARY PLAT FOR THE VILLAGES OF HURRICANE CREEK.

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

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

WHEREAS, The Revised Preliminary Plat of The Villages of Hurricane Creek conforms to the Concept Plan of Planned Development-689-2015;

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Revised Preliminary Plat

The City Council hereby approves the Revised Preliminary Plat for The Villages of Hurricane Creek attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of September, 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

BLUE SPRUCE LTD PSHIP
ABS A0509 JM KINCAID SURVEY,
TRACT 6, 49.776 ACRES
PARCEL ID: 265730

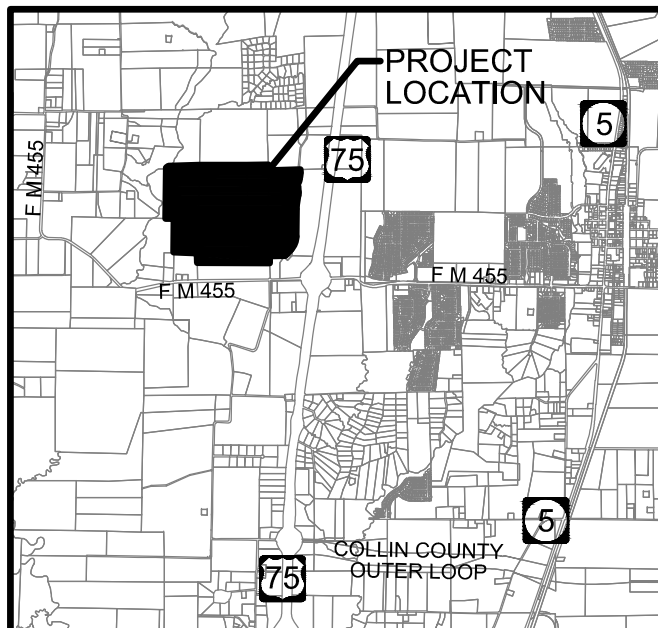
JAN SHERLEY MILLER, ET AL
ABS A0509 JM KINCAID SURVEY,
TRACT 1, 31.68 ACRES
PARCEL ID: 100772

EXISTING
FLOODPLAIN
DISTRICT

JAN SHERLEY MILLER, ET AL
ABS A0105 JOS BOYLE SURVEY,
TRACT 3, 119.0 ACRES
PARCEL ID: 1001339

JAN SHERLEY MILLER, ET AL
ABS A0752 WS RATTON SURVEY,
TRACT 1, 86.845 ACRES
PARCEL ID: 2138032

EXISTING
SF-E ZONING



VICINITY MAP
N.T.S.



NOTES:

- FLOODPLAINS SHOWN FOR HURRICANE CREEK (MAINSTEM) ARE TAKEN FROM COLLIN COUNTY OFIRM PANEL NO. 48085C0155, EFFECTIVE 06/02/2009.
- FLOODPLAINS SHOWN FOR UNNAMED TRIBUTARIES AND SCS POND # 45 ARE BASED ON FULLY-DEVELOPED WATERSHED HYDROLOGY. THE FLOODPLAINS WERE DEVELOPED AND DELINEATED ON LIDAR TOPOGRAPHY, WHICH IS THE BEST AVAILABLE DATA AT THIS TIME. THE FLOODPLAIN LIMITS COULD THEREFORE BE SUBJECT TO REVISIONS BASED ON MORE ACCURATE ON-THE-GROUND SURVEY DATA. NO CHANNEL MODIFICATIONS, IMPROVEMENTS, OR ROADWAY CROSSINGS ARE REFLECTED IN THE FLOODPLAINS SHOWN ON THIS FLAT.
- 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.
- A 6" MINIMUM MASONRY SCREENING WALL IS REQUIRED ON COLLECTOR B AND ALONG THE EASTERN EDGE OF THE PROPERTY WITHIN A 5' SCREENING WALL EASEMENT. THIS WILL BE MAINTAINED BY THE HOA.

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

MAYOR _____
CITY SECRETARY _____
THIS PLAT FILED IN CABINET _____ SLIDE _____ P.R.C.C.T.

ONE ANNA TWO LTD
ABS A0752 WS RATTON SURVEY,
TRACT 4, 60.7947 ACRES
PARCEL ID: 2518071

EXISTING 'AG' ZONING

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

APPROVED
SEPTEMBER 8, 2020
CITY COUNCIL
CITY OF ANNA

NOTE:
THE PURPOSE OF THIS REVISED PRELIMINARY PLAT IS THE RECONFIGURATION OF 63 RESIDENTIAL LOTS & 9 OPEN SPACE/HOA LOTS IN ORDER TO PROVIDE CONNECTION TO THE DEVELOPMENT TO THE NORTH.

OWNERS

CADG HURRICANE CREEK, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DEVELOPER

CADG HURRICANE CREEK, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
PHONE: 469-892-7200
FAX: 817886-3626

PLANNER / ENGINEER

PLANNER / ENGINEER / SURVEYOR
PELOTON
LAND SOLUTIONS
TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
11000 FRISCO STREET, SUITE 400, FRISCO, TEXAS 75033
FRISCO OFFICE PHONE: (469) 213-1800

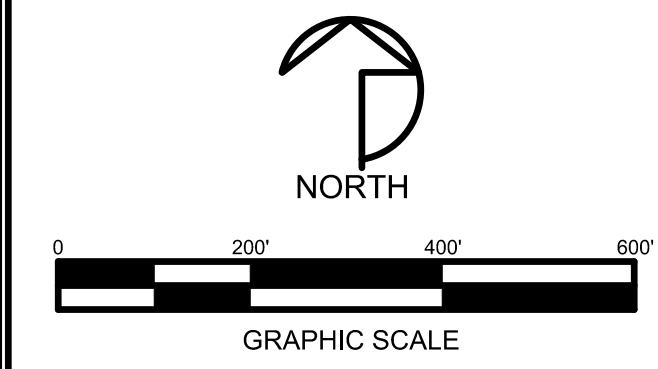
TEXAS FIRM NO. 12207

PRELIMINARY - FOR REVIEW ONLY

These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They are prepared by, or under supervision of:

MARC PAQUETTE 04338 05-10-2020
Type or Print Name PE T Date

PROJECT NO.	CEN13023
FILE PATH	J:\JOB\CEN13023\ENT
DRAWN BY	JAK
REVIEWED BY	MP
DATE	SEPTEMBER 2014
REV:	NOVEMBER 2014
REV:	AUGUST 2017
REV:	AUGUST 2020



REVISED PRELIMINARY PLAT FOR
THE VILLAGES OF HURRICANE CREEK

ANNA, COLLIN COUNTY, TX
CURRENT ZONING: 'PD-689-2015'

651 RESIDENTIAL LOTS
22 PRIVATE OPEN SPACE LOTS
2 PUBLIC OPEN SPACE LOTS (PARKS)
1 FIRE STATION (± 2.22 ACRES)
1 AMENITY CENTER (± 2.25 ACRES)

BEING A ±368.2 ACRE TRACT OF LAND SITUATED IN THE FOLLOWING COLLIN COUNTY, TX SURVEYS:
JOSEPH BOYLE SURVEY, ABSTRACT NUMBER 105
JOHN COFFMAN SURVEY, ABSTRACT NUMBER 197
J. M. KINCAID SURVEY, ABSTRACT NUMBER 509
J. W. MITCHELL SURVEY, ABSTRACT NUMBER 565
W. RATTAN SURVEY, ABSTRACT NUMBER 752
T. RATTAN SURVEY, ABSTRACT NUMBER 785
AND BEING ALL OF A CALLED 262.41 ACRE TRACT AS DESCRIBED BY DEED TO VILLAGES OF HURRICANE CREEK, LP RECORDED IN VOL. 5430, PG 9864
AND BEING PART OF A CALLED 114.252 ACRE TRACT AS DESCRIBED BY DEED TO DON COLLINS, ET AL RECORDED IN VOL. 5257, PG 4877, COLLIN COUNTY, TX

EXHIBIT A 1 OF 2



LAND USE SUMMARY				
USE	ACREAGE +/-	SF LOTS	SF DENSITY (UNITS/ACRE)	PERCENTAGE
SINGLE FAMILY RESIDENTIAL 'PD-XX' - 50% MAXIMUM LOT COVERAGE				
70' x 120' LOTS	84.07	365	4.34	51.4%
80' x 120' LOTS	45.32	185	4.08	27.7%
90' x 120' LOTS	14.61	55	3.76	8.9%
100' x 150' LOTS	19.70	49	2.49	12.0%
TOTAL	163.70	654	4.00	44.5%
OPEN SPACE				
PRIVATE OPEN SPACE	94.61			20.3%
PUBLIC PARK	36.58			9.9%
EASEMENT	17.36			4.7%
FIRE STATION	2.40			0.7%
AMENITY CENTER	2.25			0.6%
ROW - 42,250 TOTAL LF PAVEMENT / 17,000 LF CURVILINEAR (40%)				
PUBLIC ROW DEDICATION	51.30			13.9%
TOTAL	368.20	654	1.78 GROSS	100.0%

LOT AND BLOCK SUMMARY							
BLOCK	LOTS	BLOCK	LOTS	BLOCK	LOTS	BLOCK	LOTS
BLOCK 1	1-5	BLOCK 13	1-16	BLOCK 25	1-19, 19X		
BLOCK 2	1-8	BLOCK 14	1-23, 1X	BLOCK 26	1-23		
BLOCK 3	1-12	BLOCK 15	1-7, 1X	BLOCK 27	1-14		
BLOCK 4	1-12, 6X, 12X	BLOCK 16	1-8, 1X	BLOCK 28	1-8, 8X		
BLOCK 5	1-29, 1X	BLOCK 17	1-19	BLOCK 29	1-9, 9X		
BLOCK 6	1-14	BLOCK 18	1-22	BLOCK 30	1-18, 9X		
BLOCK 7	1-27	BLOCK 19	1-20, 20X	BLOCK 31	1-22		
BLOCK 8	1-8, 8X	BLOCK 20	1-34, 21X, AC	BLOCK 32	1-23		
BLOCK 9	1-5, 1X	BLOCK 21	1-10	BLOCK 33	1-18		
BLOCK 10	1-44, 1X	BLOCK 22	1-24, 9X, 19X, 24X	BLOCK 34	1-17		
BLOCK 11	1-14	BLOCK 23	1-16	BLOCK 35	1-56, 2X, 17X, 50X, FS, (2) PARK		
BLOCK 12	1-12, 1X	BLOCK 24	1-27	BLOCK 36	1-8		

LEGEND	
BL	BUILDING LINE
DE	DRAINAGE EASEMENT
ESMT	EASEMENT
SSE	SANITARY SEWER EASEMENT
UE	UTILITY EASEMENT
TYP	TYPICAL
ROW	RIGHT OF WAY
①	BLOCK DESIGNATION
	EXISTING TREE CANOPY
	PRE-PROJECT 100 YEAR FLOODPLAIN
	EXISTING FEMA 100 YEAR FLOODPLAIN
PRCT	PLAT RECORDS, COLLIN COUNTY, TEXAS

DESCRIPTION:

BEING that certain tract of land situated in the Joseph Boyle Survey, Abstract Number 105, the John Coffman Survey, Abstract Number 197, the J.M. Kincade Survey, Abstract Number 509, the J.W. Mitchell Survey, Abstract Number 565, and the W. Rattan Survey, Abstract Number 752, Collin County, Texas, and being a portion of those tracts of land referred to as Tract 1 and Tract 2 in deed to CADG Hurricane Creek LLC recorded in Instrument Number 20150529000631020 of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "PELTON" found for the most southerly southwest corner of said CADG Tract 1, being the northwest corner of a tract of land described by deed to WBK Partners LTD. recorded in Volume 4292, Page 27 and being in the east line of a tract of land described by deed to Sunlit Holdings LLC recorded in Instrument Number 20180925001201240 referred to as Tract 2 of said (O.P.R.C.C.T.);

THENCE N 01° 00' 29" W, 387.21 feet with the common line between said CADG Tract 1 and said Sunlit Holdings to a fence corner post;

THENCE S 89° 10' 05" W, 849.68 feet continuing with said common line to a fence corner post being the northwest corner of said Sunlit Holdings and the southeast corner of that tract of land described by deed to J. L. Rattan Estate recorded in Volume 343, Page 327 of said (O.P.R.C.C.T.);

THENCE with the common line between said CADG Tract 1 and said J.L. Sunlit Rattan Estate Tract the following bearings and distances:

N 02° 34' 09" E, 1,187.49 feet to a 1/2 inch iron rod found;

N 89° 26' 01" W, 350.00 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

N 24° 08' 02" W, 75.72 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

THENCE N 01° 42' 50" E, 1,801.15 feet passing a 5/8 inch iron rod with cap stamped with "Peloton" found and continuing in all a total distance of 1,901.15 feet to the approximate center of Hurricane Creek, being the northeast corner of said J.L. Sunlit Rattan Estate Tract and being the most southerly southeast corner of that tract of land described by deed to Blue Spruce LTD Partnership recorded in Instrument Number 19940826000793830 of said (O.P.R.C.C.T.);

THENCE N 56° 39' 59" E, 41.71 feet following the center of said Hurricane Creek to the southeast corner of said Blue Spruce Tract and the southwest corner of that tract of land described by deed to MM Anna 325 LLC recorded in Instrument Number 20190411000386110 of said (O.P.R.C.C.T.);

THENCE with the common line between said CADG Tract 1 and said MM Anna 325 Tract the following bearings and distances:

N 88° 59' 33" E, passing at a distance of 100 feet a 5/8 inch iron rod with cap stamped "PELTON" found continuing for a total distance of 427.30 feet to a 1/2 inch iron rod with cap stamped "ILLEG" found;

N 88° 18' 31" E, 742.84 feet to a 5/8 inch iron rod with cap stamped "PELTON" found;

N 89° 05' 29" E, 1,757.67 feet to a 3/8 inch iron rod found for the northeast corner of said CADG Tract 1 and the northwest corner of said CADG Tract 2;

N 88° 18' 50" E, 793.96 feet continuing with the common line to a 1/2 inch iron rod found;

S 00° 42' 12" E, 232.26 feet to a 1/2 iron rod found;

THENCE N 89° 04' 42" E, 1,184.38 feet to a 1/2 inch iron rod found for the northeast corner of said CADG Tract 2 and the northwest corner of that tract of land described by deed to Anna Investments LLC recorded in Instrument Number 20180622000777080 of said (O.P.R.C.C.T.);

THENCE with the common line between said CADG Tract and said Anna Investments Tract the following bearings and distances:

S 02° 05' 39" E, 55.77 feet to a 1/2 inch iron rod found and being the beginning of a curve to the right;

With said curve to the right, having an arc distance of 205.60 feet, through a central angle of 16° 49' 44", having a radius of 700.00 feet, the long chords which bears

S 06° 27' 08" W, 204.87 feet to a 1/2 inch iron rod with cap stamped "GEER 3258" found;

S 14° 47' 37" W, 121.39 feet to a 1/2 inch iron rod found and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 205.59 feet, through a central angle of 16° 49' 39", having a radius of 700.00 feet, the long chord which bears

S 06° 28' 09" W, 204.85 feet to a 1/2 inch iron rod with cap stamped "GEER 3258" found;

S 02° 00' 44.4" E, 201.29 feet to a 1/2 inch iron rod with cap stamped "GEER 3258" and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 116.43 feet, through a central angle of 09° 31' 48", having a radius of 699.99 feet, the long chord which bears

S 02° 49' 59" W, 116.30 feet to a 1/2 inch iron rod with cap stamped "GEER 3258" found for the northwest corner of a tract of land to One Anna Two recorded in Instrument Number 20070201000151610 of said (O.P.R.C.C.T.);

THENCE with the common line of said CADG Tract 2 and said One Anna Two Tract the following bearings and distances:

S 07° 36' 10" W, 394.08 feet to a 1/2 inch iron rod with cap stamped "GEER 3258" found and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 101.69 feet, through a central angle of 08° 19' 18", having a radius of 700.15 feet, the long chord which bears

S 03° 23' 47" W, 101.60 feet to a 1/2 inch iron rod with cap stamped "GEER 3258" found;

S 00° 46' 53" E, 471.72 feet to a 5/8 inch iron rod with cap stamped "PELTON" found;

THENCE departing said common line over and across said CADG Tract 2 the following bearings and distances:

S 89° 13' 07" W, 660.00 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

N 00° 46' 53" W, 284.46 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

S 89° 13' 07" W, 731.48 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

S 59° 26' 33" W, passing at a distance of 15.47 feet the tract line for Tract 2 to said CAGD Tract 1 continuing in total a distance of 195.37 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

THENCE continuing over and across said CADG Tract 1 the following bearings and distances:

S 89° 13' 07" W, 140.84 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

N 23° 12' 58" W, 16.58 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

S 89° 13' 07" W, 741.15 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

S 46° 18' 49" W, 259.24 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

S 43° 41' 11" E, 163.78 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

S 49° 15' 56" W, 47.89 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

S 42° 57' 17" E, 170.01 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

S 46° 18' 49" W, 570.00 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

S 43° 41' 11" E, 120.00 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

S 46° 18' 49" W, 145.00 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

S 43° 41' 11" E, 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

N 46° 18' 49" E, 117.06 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

S 43° 41' 11" E, 120.00 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

S 46° 18' 49" W, 320.76 feet to a 5/8 inch iron rod with plastic cap stamped "PELTON" found;

S 00° 15' 27" W, 421.11 feet to a 5/8 inch iron rod stamped "PELTON" found for the north line of said WBK Partners Tract and the south line of said CADG tract;

THENCE S 88° 58' 26" W, 777.53 feet to the Point of Beginning and containing 11,785,601 square feet or 270.560 acres of land more or less.

OWNERS

CADG HURRICANE CREEK, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234

DEVELOPER

CADG HURRICANE CREEK, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
PHONE: 469-892-7200
FAX: 817886-3626

PLANNER / ENGINEER

PLANNER / ENGINEER / SURVEYOR



TEXAS FIRM NO. 12207

PRELIMINARY – FOR REVIEW ONLY

These documents are for Design Review and not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under supervision of:

MARC PASQUETTE 04038 08-10-2020
Type or Print Name PE Title Date

PROJECT NO.	CEN13023
FILE PATH	J:\JOB\CEN13023\ENT
DRAWN BY	JAK
REVIEWED BY	MP
DATE	SEPTEMBER 2014
REV:	NOVEMBER 2014
REV:	AUGUST 2017
REV:	AUGUST 2020

A LEGAL DESCRIPTION FOR

THE VILLAGES OF HURRICANE CREEK

ANNA, COLLIN COUNTY, TX

CURRENT ZONING: "PD-689-2015"

651 RESIDENTIAL LOTS
22 PRIVATE OPEN SPACE LOTS
2 PUBLIC OPEN SPACE LOTS (PARKS)
1 FIRE STATION (± 2.22 ACRES)
1 AMENITY CENTER (± 2.25 ACRES)

BEING A ±368.2 ACRE TRACT OF LAND SITUATED IN THE FOLLOWING COLLIN COUNTY, TX SURVEYS:
JOSEPH BOYLE SURVEY, ABSTRACT NUMBER 105
JOHN COFFMAN SURVEY, ABSTRACT NUMBER 197
J. M. KINCADE SURVEY, ABSTRACT NUMBER 509
J. W. MITCHEL SURVEY, ABSTRACT NUMBER 565
W. RATTAN SURVEY, ABSTRACT NUMBER 752
T. RATTAN SURVEY, ABSTRACT NUMBER 785
AND BEING ALL OF A CALLED 262.41 ACRE TRACT AS DESCRIBED BY DEED TO VILLAGES OF HURRICANE CREEK, LP RECORDED IN VOL. 5430, PG 9864
AND BEING PART OF A CALLED 114.252 ACRE TRACT AS DESCRIBED BY DEED TO DON COLLINS, ET AL RECORDED IN VOL 5257, PG 4877, COLLIN COUNTY, TX

APPROVED
September 1, 2020
P&Z COMMISSION
CITY OF ANNA
APPROVED
SEPTEMBER 8, 2020
CITY COUNCIL
CITY OF ANNA

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT CADG HURRICANE CREEK, LLC, BEING THE SOLE OWNER DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE, DESCRIBED REAL PROPERTY AS THE VILLAGES OF HURRICANE CREEK NORTH, AN ADDITION TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS AND WE DO HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS SHOWN THEREON. THE STREETS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES. SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANNA'S USE THEREOF. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

BY: MM ANNA 325, LLC

BY: _____

STATE OF TEXAS
COUNTY OF COLLIN

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

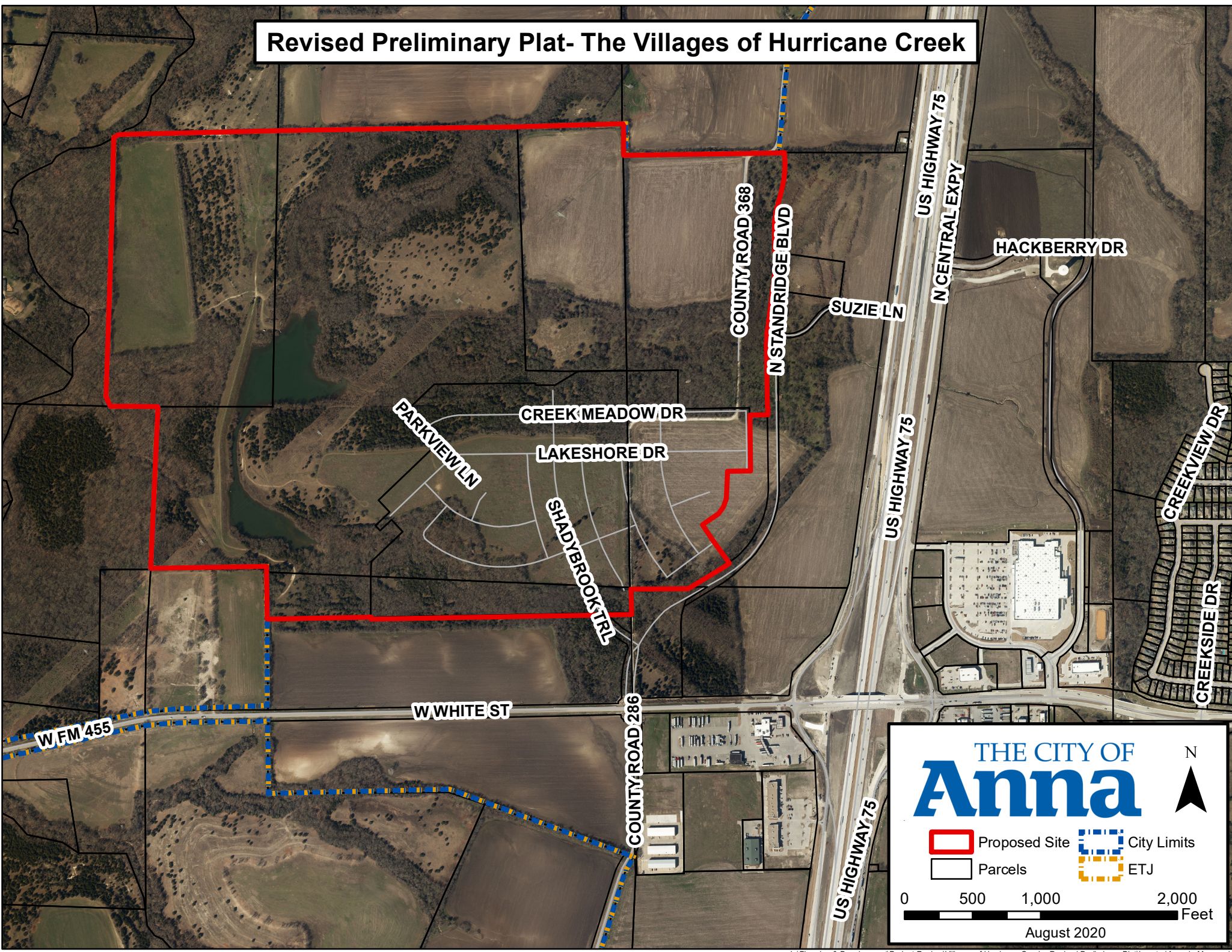
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS _____

PRINTED NAME _____

MY COMMISSION EXPIRES: _____

Revised Preliminary Plat- The Villages of Hurricane Creek



THE CITY OF
Anna

Legend:
[Red Outline] Proposed Site
[Black Outline] Parcels
[Blue Dashed Line] City Limits
[Yellow Dashed Line] ETJ

Scale: 0 500 1,000 2,000 Feet

August 2020



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020

Staff Contact:

AGENDA ITEM:

Approve a Resolution approving the Preliminary Plat for The Villages of Hurricane Creek - North. (Director of Development Services, Ross Altobelli)

SUMMARY:

829 single-family residential lots and 29 open space lots on 291.4± acres located on the west side of S Central Expressway and 4,255± feet north of White Street (FM 455). Zoned Planned Development-860-2020 and primarily located within the extraterritorial jurisdiction (Resolution No. 2020-06-733).

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The Planning & Zoning Commission recommended approval of the preliminary plat, waiver of block length exceeding 1,200 feet for Northpark Drive and Lake Hills Drive, and waiver of cul-de-sac length exceeding 600 feet for Autumnwood Drive.

ATTACHMENTS:

1. RESOLUTION-(PP) The Villages of Hurricane Creek - North
2. Exhibit A (PP) Villages of Hurricane Creek North
3. Agenda Map
4. PZ - STAFF REPORT (PP) The Villages of Hurricane Creek - North
5. Waiver Request - Block Length - Villages of Hurricane Creek North
6. Waiver Request - Cul-de-sac Length - Villages of Hurricane Creek North
7. Neighborhood Design Point Total

8. Res No 2020-06-733 SIA Exhibit C-1
9. Res No 2020-06-733 SIA Exhibit C-2

APPROVALS:

Lauren Mecke, Planner II
Jim Proce, City Manager

Created/Initiated - 9/3/2020
Final Approval - 9/4/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A REVISED PRELIMINARY PLAT FOR THE VILLAGES OF HURRICANE CREEK.

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

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

WHEREAS, The Revised Preliminary Plat of The Villages of Hurricane Creek conforms to the Concept Plan of Planned Development-689-2015;

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

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

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Revised Preliminary Plat

The City Council hereby approves the Revised Preliminary Plat for The Villages of Hurricane Creek attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of September, 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

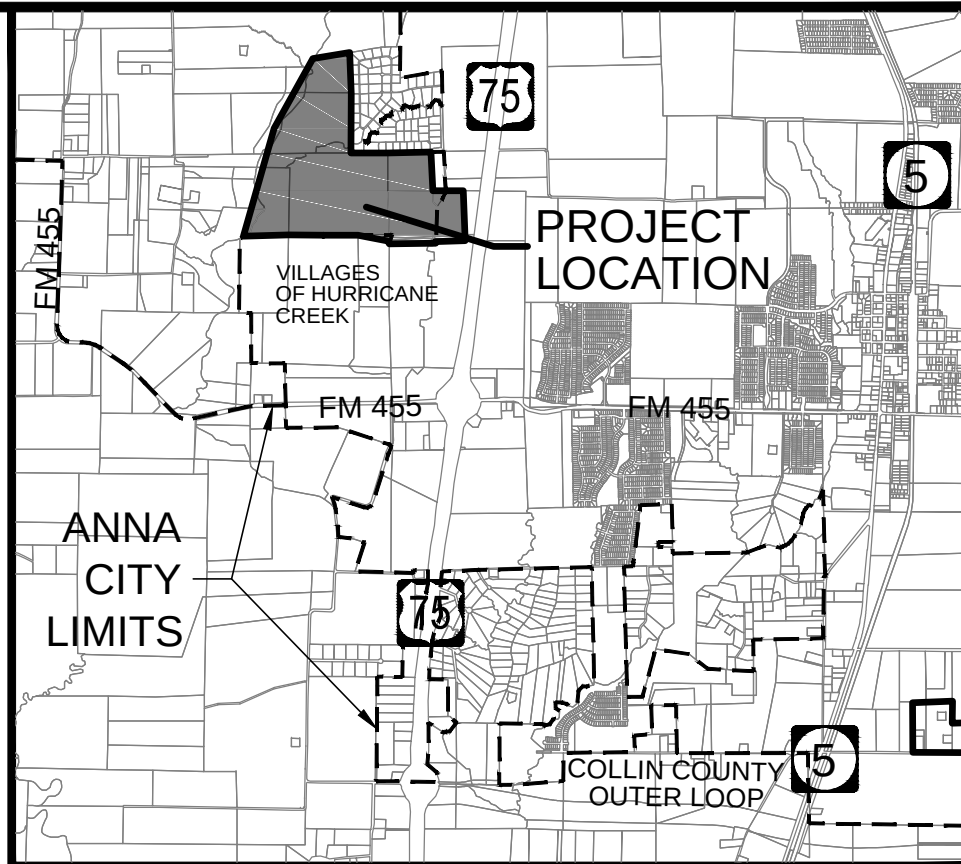
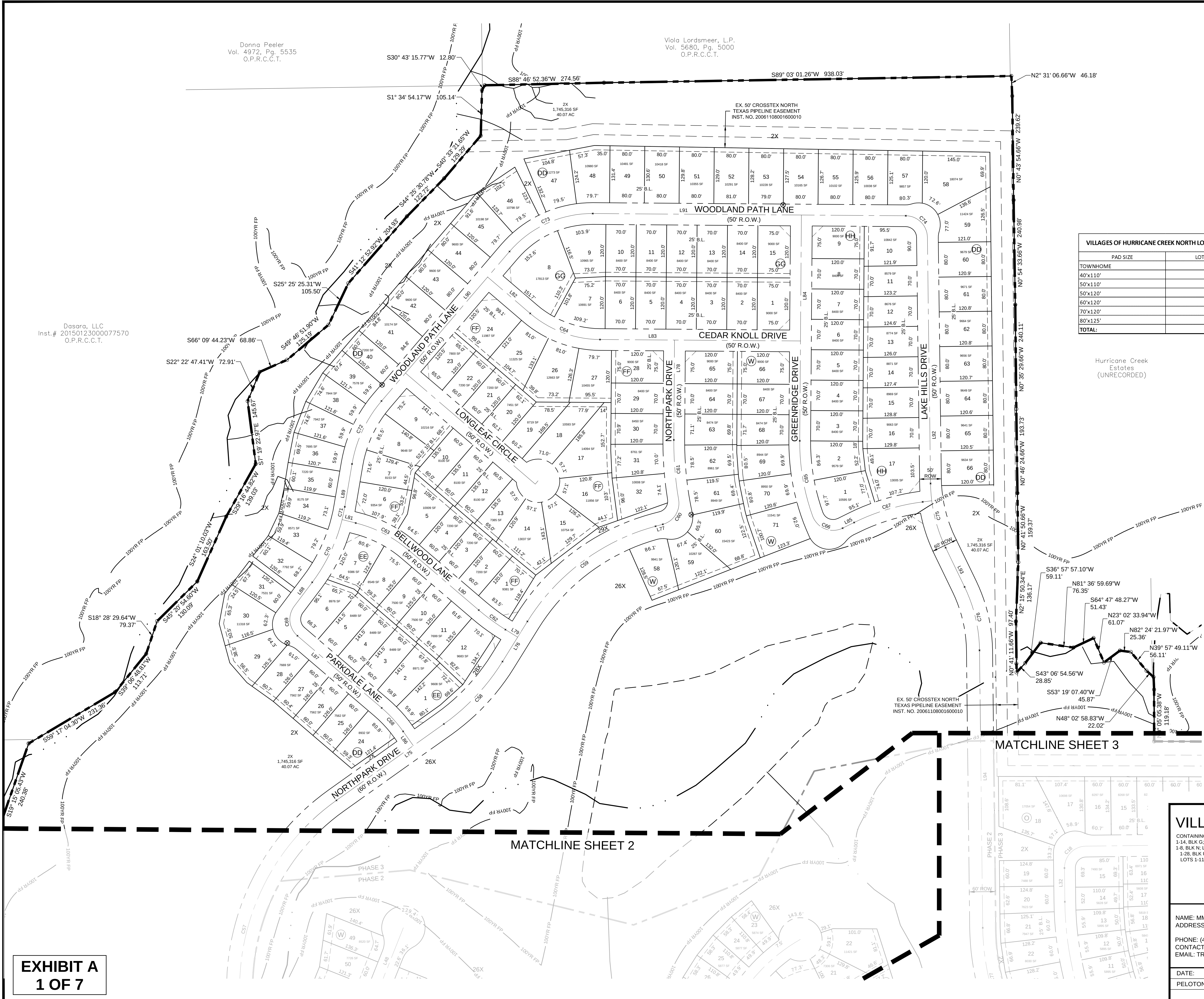
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Last Saved: 08/20/2020 1:05 PM
User: JRG
Plot Date: 08/20/2020 1:05 PM

EXHIBIT A
1 OF 7

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

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

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



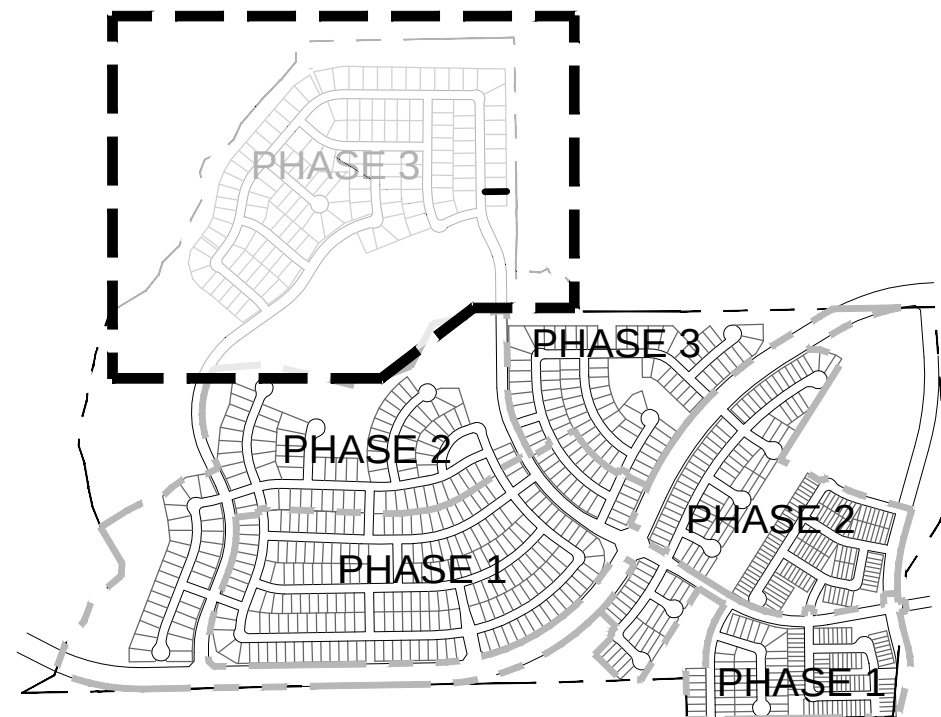
0 100' 200'
SCALE: 1" = 100'

LEGEND

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

NOTES:

- NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
- A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN THE 100 YEAR FLOODPLAIN PER FIRM PANEL # 48085C01553, DATED JUNE 2, 2009.
- ALL CORNER CLIPS TO BE 10'x10', EXCEPT ALONG PRAIRIE RIDGE BOULEVARD AND COUNTY ROAD 506 WHERE THEY WILL BE 25'x25'.
- ALL CURB RADII AT INTERSECTIONS TO BE 25', EXCEPT ALONG PRAIRIE RIDGE BOULEVARD WHERE THEY WILL BE 50'.
- ALL REAR YARD BUILDING LINE SETBACKS ARE 10' UNLESS OTHERWISE NOTED.
- RETAINING WALLS SHALL BE MAINTAINED BY THE OWNER OF THE PROPERTY WHERE SUCH RETAINING WALLS ARE LOCATED. RETAINING WALLS OVER 4' WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- ALL REQUIRED SCREENING WALLS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.



KEY MAP
N.T.S.

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

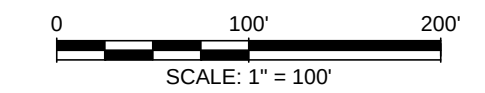
APPROVED
SEPTEMBER 8, 2020
CITY COUNCIL
CITY OF ANNA

VILLAGES OF HURRICANE CREEK, NORTH

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

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

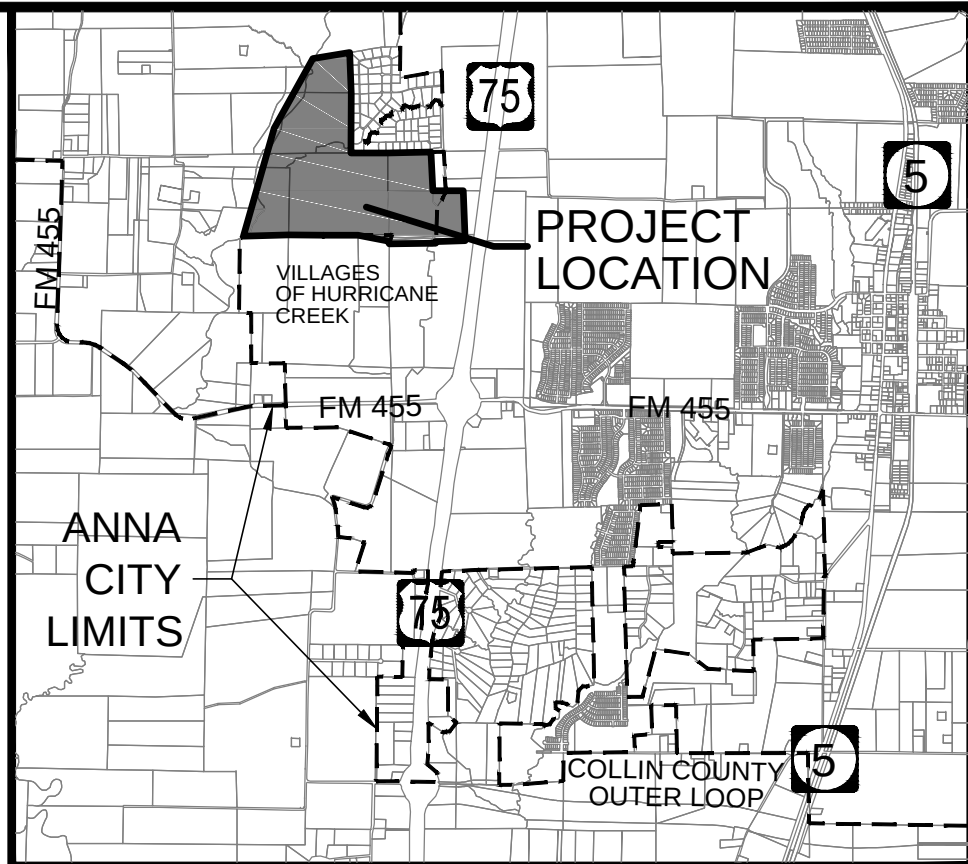
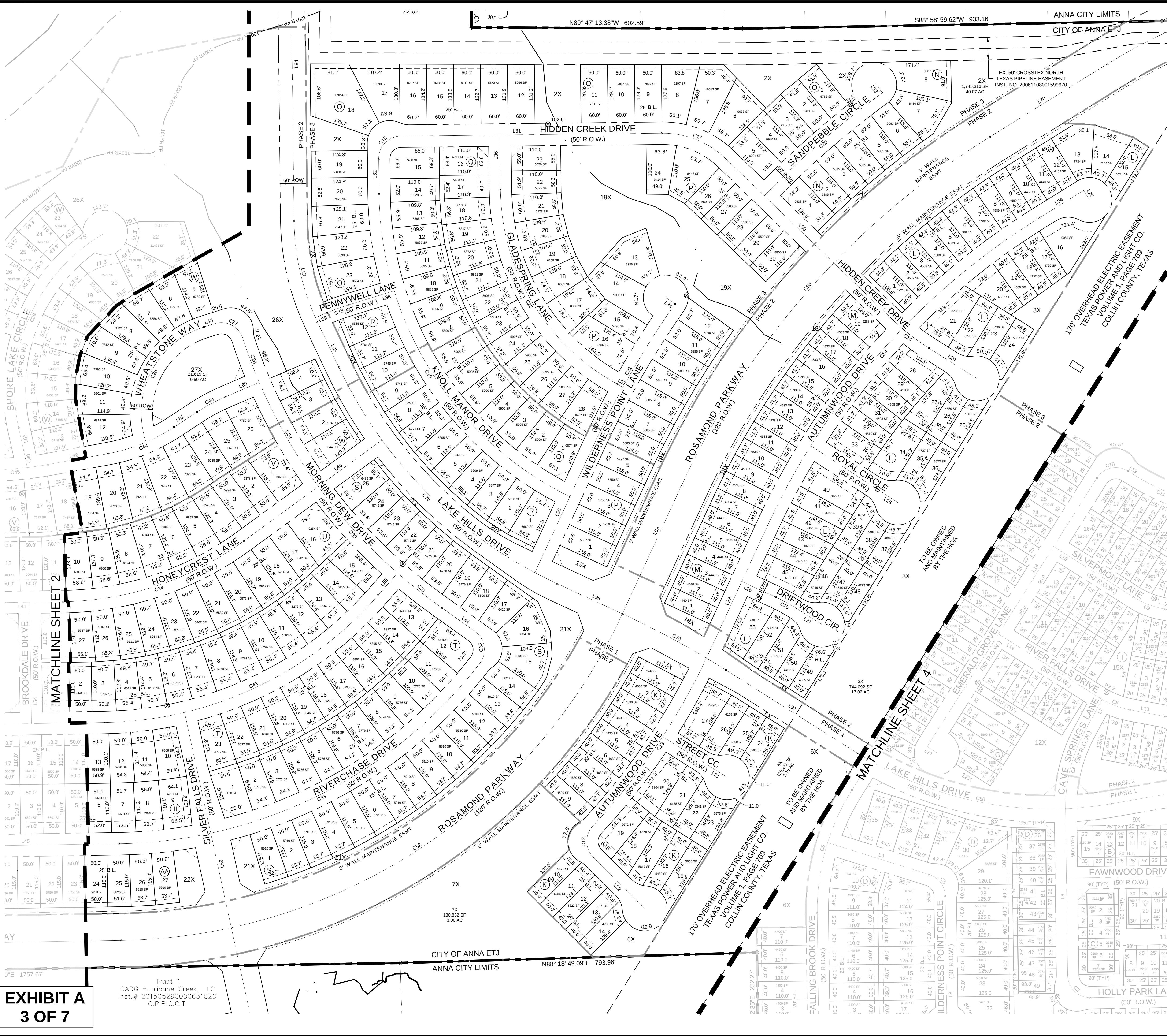
OWNER / DEVELOPER NAME: MM ANNA 325, LLC ADDRESS: 1800 VALLEY VIEW LANE, SUITE #300 FARMERS BRANCH, TEXAS 75234 PHONE: (469) 892-7200 CONTACT: TREVOR KOLLINGER EMAIL: TREVOR@CENTURIONAMERICA.COM		PLANNER / ENGINEER / SURVEYOR TEXAS REGISTRATION ENGINEERING FIRM NO. 12207 11000 PRISCO STREET, SUITE 400,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



Cadwings 23/08/2020 08:00:00_Shtyry_235_ArchMaster Docx_Estimates\Primary\PRECEDENCE CP.PLT
Last Saved: 8/10/2020 1:05 PM
Drawing: PRECEDENCE CP.PLT

EXHIBIT A
3 OF 7

CADG Hurricane Creek, LLC
Inst. # 201505290000631020
O.P.R.C.C.T.

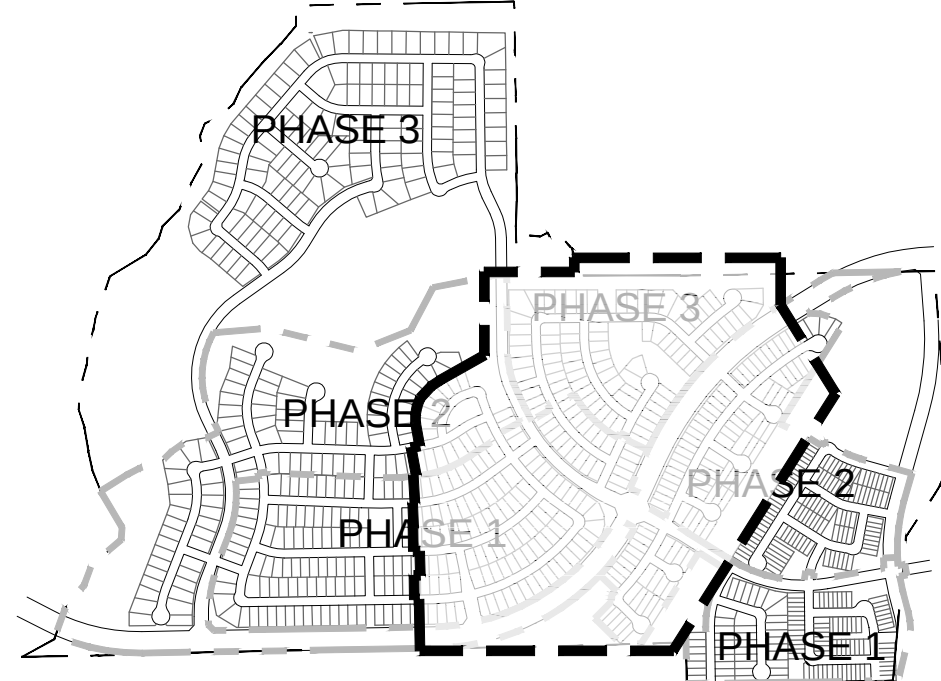


0 100' 200'
SCALE: 1" = 100'

LEGEND

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

- NOTES:
- NO LOTS WILL BE SERVED BY A SEPTIC SYSTEM.
 - A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN THE 100 YEAR FLOODPLAIN PER FIRM PANEL # 48085C01551, DATED JUNE 2, 2009.
 - ALL CORNER CLIPS TO BE 10'x10', EXCEPT ALONG PRAIRIE RIDGE BOULEVARD AND COUNTY ROAD 506 WHERE THEY WILL BE 25'x25'.
 - ALL CURB RADII AT INTERSECTIONS TO BE 25', EXCEPT ALONG PRAIRIE RIDGE BOULEVARD WHERE THEY WILL BE 50'.
 - ALL REAR YARD BUILDING LINE SETBACKS ARE 10' UNLESS OTHERWISE NOTED.
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 - ALL REQUIRED SCREENING WALLS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.



KEY MAP
N.T.S.

APPROVED
September 1, 2020
PAZ COMMISSION
CITY OF ANNA

APPROVED
SEPTEMBER 8, 2020
CITY COUNCIL
CITY OF ANNA

A PRELIMINARY PLAT FOR
VILLAGES OF HURRICANE CREEK, NORTH

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

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

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

& "PD-860-2020"

ANNA, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER
NAME: MM ANNA 325, LLC
ADDRESS: 1800 VALLEY VIEW LANE, SUITE #300
FARMERS BRANCH, TEXAS 75234
PHONE: (469) 892-7200
CONTACT: TREVOR KOLLINGER
EMAIL: TREVOR@CENTURIAMERICA.COM

PLANNER / ENGINEER / SURVEYOR
PELOTON
LAND SOLUTIONS
TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
11000 PRISCO STREET, SUITE 400, PRISCO, TEXAS 75053
PRISCO OFFICE PHONE: (989) 233-9890

DATE: AUGUST 2020
PELOTON PROJECT #: CEN18001

DESIGNED: BAW
DRAWN: JRG
REVIEWER: XXX

SHEET
3 OF 7

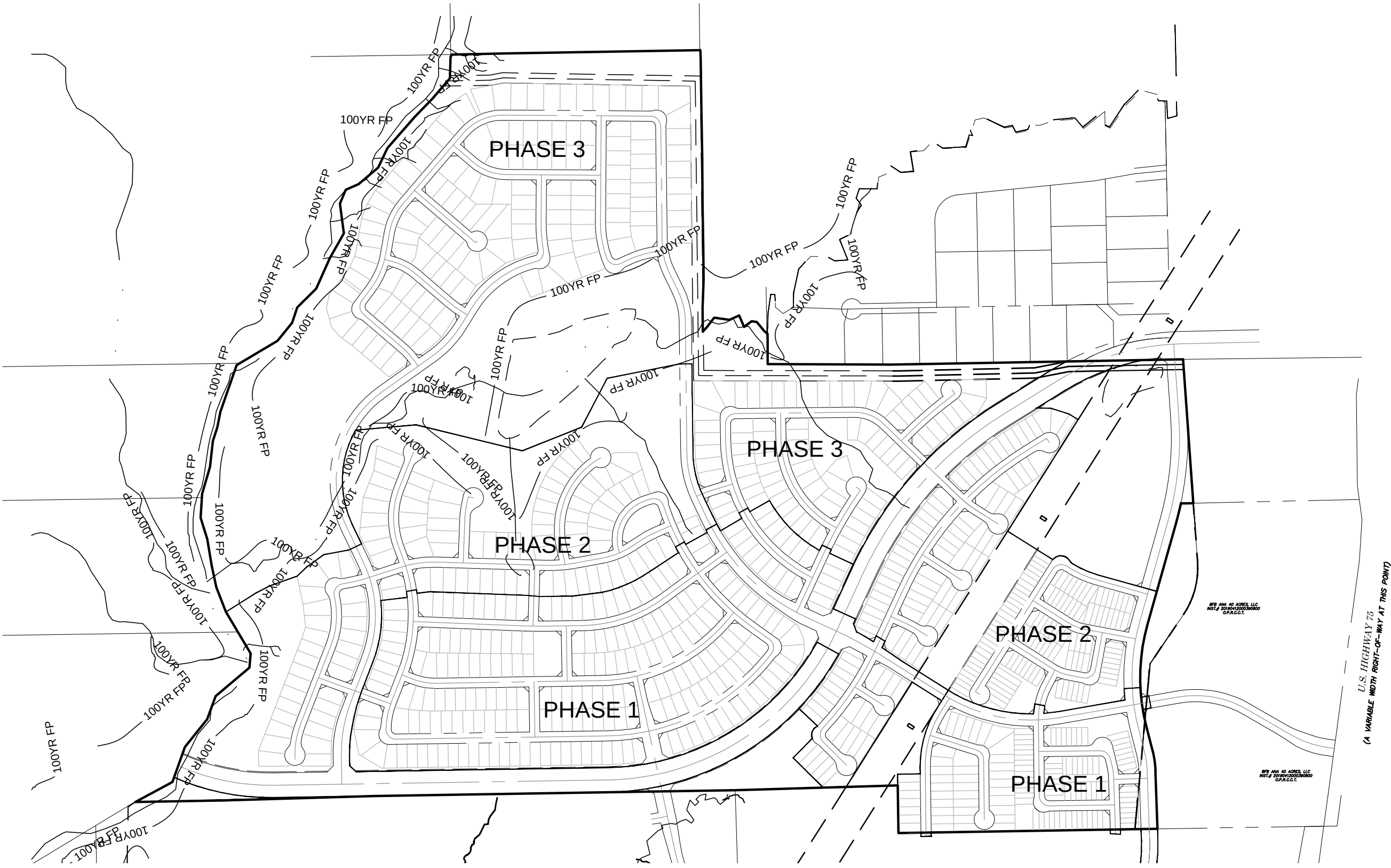
VILLAGES OF HURRICANE CREEK, NORTH - PRELIMINARY PLAT

Drawing: J:\3042CEN18000_Site\my_205_Arch\Master_Dwg_End\entire\Primary\PLACENOTES.CCP.LAY
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Created by: JRG/2020/08/16

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C1	011° 46' 42"	200.00'	20.63'	41.11'	41.04'	S07° 51' 25"E
C2	076° 57' 26"	50.00'	39.74'	67.16'	62.22'	S52° 13' 29"E
C3	090° 13' 06"	50.00'	50.19'	78.73'	70.85'	S45° 48' 45"E
C4	029° 03' 08"	350.00'	90.69'	177.47'	175.57'	S13° 49' 22"W
C5	071° 50' 55"	50.00'	36.23'	62.70'	58.67'	S36° 37' 39"E
C6	032° 59' 01"	500.00'	148.03'	287.84'	283.88'	N15° 47' 19"E
C7	090° 00' 00"	50.00'	50.00'	78.54'	70.71'	N55° 39' 14"E
C8	021° 37' 35"	200.00'	38.20'	75.49'	75.04'	S68° 31' 59"E
C9	021° 37' 35"	200.00'	38.20'	75.49'	75.04'	S68° 31' 59"E
C10	090° 00' 00"	50.00'	50.00'	78.54'	70.71'	N77° 16' 49"E
C11	016° 33' 42"	500.00'	72.77'	144.53'	144.03'	S66° 00' 02"E
C12	088° 06' 13"	50.00'	48.37'	76.88'	69.53'	N01° 05' 51"W
C13	018° 11' 22"	1461.00'	233.88'	463.82'	461.87'	N33° 51' 35"E
C14	033° 26' 11"	1589.00'	477.27'	927.30'	914.19'	N41° 28' 59"E
C15	007° 30' 55"	400.00'	26.27'	52.47'	52.43'	S61° 28' 39"E
C16	011° 41' 22"	500.00'	51.18'	102.01'	101.83'	S51° 52' 30"E
C17	044° 35' 27"	200.00'	82.01'	155.65'	151.75'	S68° 19' 32"E
C18	090° 00' 00"	50.00'	50.00'	78.54'	70.71'	S44° 22' 45"W
C19	063° 10' 33"	760.00'	467.33'	837.99'	796.18'	S32° 12' 32"E
C20	009° 55' 04"	2015.00'	174.83'	348.79'	348.36'	N48° 55' 43"E
C21	010° 19' 41"	2015.00'	182.11'	363.22'	362.73'	N29° 55' 44"E
C22	060° 31' 32"	500.00'	291.74'	528.18'	503.97'	S30° 53' 01"E
C23	005° 49' 56"	500.00'	25.47'	50.90'	50.87'	N69° 56' 29"E
C24	035° 15' 13"	700.00'	222.41'	430.70'	423.94'	N71° 27' 52"E
C25	003° 08' 34"	2000.00'	54.86'	109.70'	109.69'	S89° 20' 14"E
C26	091° 26' 22"	200.00'	205.09'	319.18'	286.37'	N26° 40' 25"E
C27	089° 38' 35"	50.00'	49.69'	78.23'	70.49'	S62° 47' 06"E
C28	005° 07' 19"	1175.00'	52.56'	105.04'	105.01'	S20° 31' 29"E
C29	013° 00' 12"	1175.00'	133.91'	266.67'	266.09'	S29° 35' 14"E
C30	012° 44' 22"	1175.00'	131.17'	261.26'	260.72'	S42° 27' 31"E

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C31	005° 03' 22"	1423.79'	62.86'	125.64'	125.60'	S51° 53' 32"E
C32	091° 41' 12"	50.00'	51.49'	80.01'	71.74'	N08° 02' 24"W
C33	051° 17' 17"	1035.00'	496.87'	926.47'	895.85'	N63° 26' 51"E
C34	093° 04' 40"	50.00'	52.76'	81.23'	72.58'	S44° 22' 11"E
C35	018° 57' 51"	400.00'	66.81'	132.40'	131.79'	S11° 39' 04"W
C36	041° 20' 51"	785.00'	296.22'	566.50'	554.28'	S00° 27' 34"W
C37	041° 54' 22"	400.00'	153.17'	292.56'	286.08'	S00° 44' 20"W
C38	008° 57' 47"	300.00'	23.51'	46.93'	46.88'	N06° 42' 56"E
C39	072° 54' 02"	400.00'	295.45'	508.94'	475.30'	S23° 52' 28"W
C40	002° 12' 27"	1000.00'	19.27'	38.53'	38.53'	S11° 28' 20"E
C41	048° 00' 38"	825.00'	367.40'	691.30'	671.25'	N65° 05' 10"E
C42	022° 02' 31"	300.00'	58.43'	115.41'	114.70'	S79° 53' 15"E
C43	010° 12' 13"	400.00'	35.71'	71.23'	71.14'	N61° 48' 45"E
C44	023° 00' 32"	400.00'	81.41'	160.63'	159.56'	N68° 12' 55"E
C45	012° 00' 51"	700.00'	73.66'	146.78'	146.51'	N85° 43' 37"E
C46	020° 10' 45"	500.00'	88.97'	176.10'	175.19'	N82° 08' 40"E
C47	009° 03' 17"	850.00'	67.30'	134.33'	134.19'	N76° 34' 56"E
C48	094° 13' 05"	50.00'	53.82'	82.22'	73.26'	N34° 00' 02"E
C49	034° 14' 31"	410.00'	126.30'	245.03'	241.40'	N04° 00' 45"E
C50	022° 02' 31"	400.00'	77.90'	153.88'	152.93'	N10° 06' 45"E
C51	024° 54' 28"	1100.00'	242.94'	478.20'	474.44'	S78° 27' 17"E
C52	064° 19' 35"	1250.00'	786.05'	1403.39'	1330.83'	N56° 55' 41"E
C53	033° 26' 11"	1800.00'	540.65'	1050.43'	1035.59'	N41° 28' 59"E
C54	030° 32' 17"	1200.00'	327.59'	639.59'	632.04'	N73° 28' 13"E
C55	022° 02' 31"	700.00'	136.33'	269.29'	267.64'	N10° 06' 45"E
C56	046° 36' 00"	600.00'	258.40'	487.99'	474.65'	N02° 10' 00"W
C57	080° 03' 04"	530.00'	445.13'	740.49'	681.72'	N14° 33' 32"E
C58	022° 45' 23"	500.00'	100.62'	198.59'	197.28'	N43° 12' 23"E
C59	043° 08' 52"	500.00'	197.70'	376.54'	367.70'	N53° 24' 08"E
C60	084° 35' 44"	50.00'	45.49'	73.82'	67.30'	N32° 40' 42"E

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C61	010° 01' 45"	790.00'	69.32'	138.28'	138.11'	N04° 36' 17"W
C62	008° 44' 00"	500.00'	38.18'	76.21'	76.14'	S53° 48' 18"E
C63	026° 37' 30"	300.00'	70.99'	139.41'	138.16'	S62° 45' 03"E
C64	040° 09' 07"	250.00'	91.37'	175.20'	171.63'	S69° 30' 51"E
C65	020° 14' 15"	500.00'	89.23'	176.60'	175.69'	S09° 42' 32"E
C66	096° 22' 46"	50.00'	55.90'	84.11'	74.54'	S68° 01' 02"E
C67	018° 57' 56"	500.00'	83.52'	165.51'	164.75'	N73° 16' 33"E
C68	014° 01' 22"	300.00'	36.90'	73.42'	73.24'	N42° 25' 37"W
C69	086° 26' 04"	50.00'	46.98'	75.43'	68.48'	N06° 13' 15"W
C70	023° 03' 35"	400.00'	81.60'	160.99'	159.90'	N25° 27' 59"E
C71	004° 18' 19"	400.00'	15.04'	30.06'	30.05'	N11° 47' 03"E
C72	030° 55' 49"	300.00'	83.00'	161.95'	159.99'	N25° 05' 48"E
C73	049° 50' 53"	250.00'	116.17'	217.50'	210.71'	N65° 29' 09"E
C74	088° 51' 33"	50.00'	49.01'	77.54'	70.00'	S45° 09' 38"E
C75	025° 02' 36"	350.00'	77.73'	152.98'	151.77'	S13° 15' 09"E
C76	025° 06' 16"	345.00'	76.81'	151.16'	149.96'	S13° 13' 20"E
C77	024° 37' 53"	540.00'	117.89'	232.14'	230.36'	S12° 59' 08"E
C78	039° 56' 02"	1000.00'	363.32'	696.98'	682.96'	S45° 16' 05"E
C79	007° 30' 55"	2000.00'	131.36'	262.34'	262.15'	S61° 28' 39"E
C80	042° 06' 46"	800.00'	308.00'	588.01'	574.86'	S78° 46' 34"E
C81	039° 56' 48"	500.00'	181.72'	348.60'	341.58'	S79° 51' 33"E
C82	022° 30' 53"	500.00'	99.52'	196.48'	195.22'	S71° 08' 35"E
C83	019° 46' 28"	1500.00'	261.45'	517.70'	515.13'	N05° 49' 52"E
C84	030° 06' 13"	1000.00'	268.92'	525.41'	519.39'	N00° 40' 00"E
C85	012° 21' 25"	425.00'	46.01'	91.66'	91.48'	N08° 12' 24"W



VICINITY MAP
1"=500'

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

APPROVED
SEPTEMBER 8, 2020
CITY COUNCIL
CITY OF ANNA

A PRELIMINARY PLAT FOR

VILLAGES OF HURRICANE CREEK, NORTH

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

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

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

& "PD-860-2020"

ANNA, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER

NAME: MM ANNA 325, LLC
ADDRESS: 1800 VALLEY VIEW LANE, SUITE #300
FARMERS BRANCH, TEXAS 75234
PHONE: (469) 892-7200
CONTACT: TREVOR KOLLINGER
EMAIL: TREVOR@CENTURIONAMERICA.COM

PLANNER / ENGINEER / SURVEYOR

PELOTON
LAND SOLUTIONS

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
11000 PRISCO STREET, SUITE 400, PRISCO, TEXAS 75033
PRISCO OFFICE PHONE: (469) 213-8899

DATE: AUGUST 2020

DESIGNED: BAW

SHEET

PELOTON PROJECT #: CEN18001

DRAWN: JRG

6 OF 7

REVIEWER: XXX

Drawing: J:\304CEN180001_Sherry_205_ArchMaster_Dwg_EndUsePlans\Primary\PRELIMINARY CC-PLAT
Last Saved: 8/16/2020 1:45 PM
Drawing Title: PRELIMINARY CC-PLAT

EXHIBIT A
7 OF 7

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT CADG HURRICANE CREEK, LLC, BEING THE SOLE OWNER DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE, DESCRIBED REAL PROPERTY AS THE VILLAGES OF HURRICANE CREEK NORTH, AN ADDITION TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS AND WE DO HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS SHOWN THEREON. THE STREETS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANNA'S USE THEREOF. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

BY: MM ANNA 325, LLC

BY: _____

STATE OF TEXAS
COUNTY OF COLLIN

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME

MY COMMISSION EXPIRES: _____

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

APPROVED
SEPTEMBER 8, 2020
CITY COUNCIL
CITY OF ANNA

CERTIFICATION

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

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

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 8/21/2020

A PRELIMINARY PLAT FOR

VILLAGES OF HURRICANE CREEK, NORTH

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

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

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

& "PD-860-2020"

ANNA, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER

NAME: MM ANNA 325, LLC
ADDRESS: 1800 VALLEY VIEW LANE, SUITE #300
FARMERS BRANCH, TEXAS 75234
PHONE: (469) 892-7200
CONTACT: TREVOR KOLLINGER
EMAIL: TREVOR@CENTURIONAMERICA.COM

PLANNER / ENGINEER / SURVEYOR



PELOTON
LAND SOLUTIONS

TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
11000 PRISCO STREET, SUITE 400, PRISCO, TEXAS 75033
PRISCO OFFICE PHONE: (469) 213-8800

DATE: AUGUST 2020

DESIGNED: BAW

SHEET

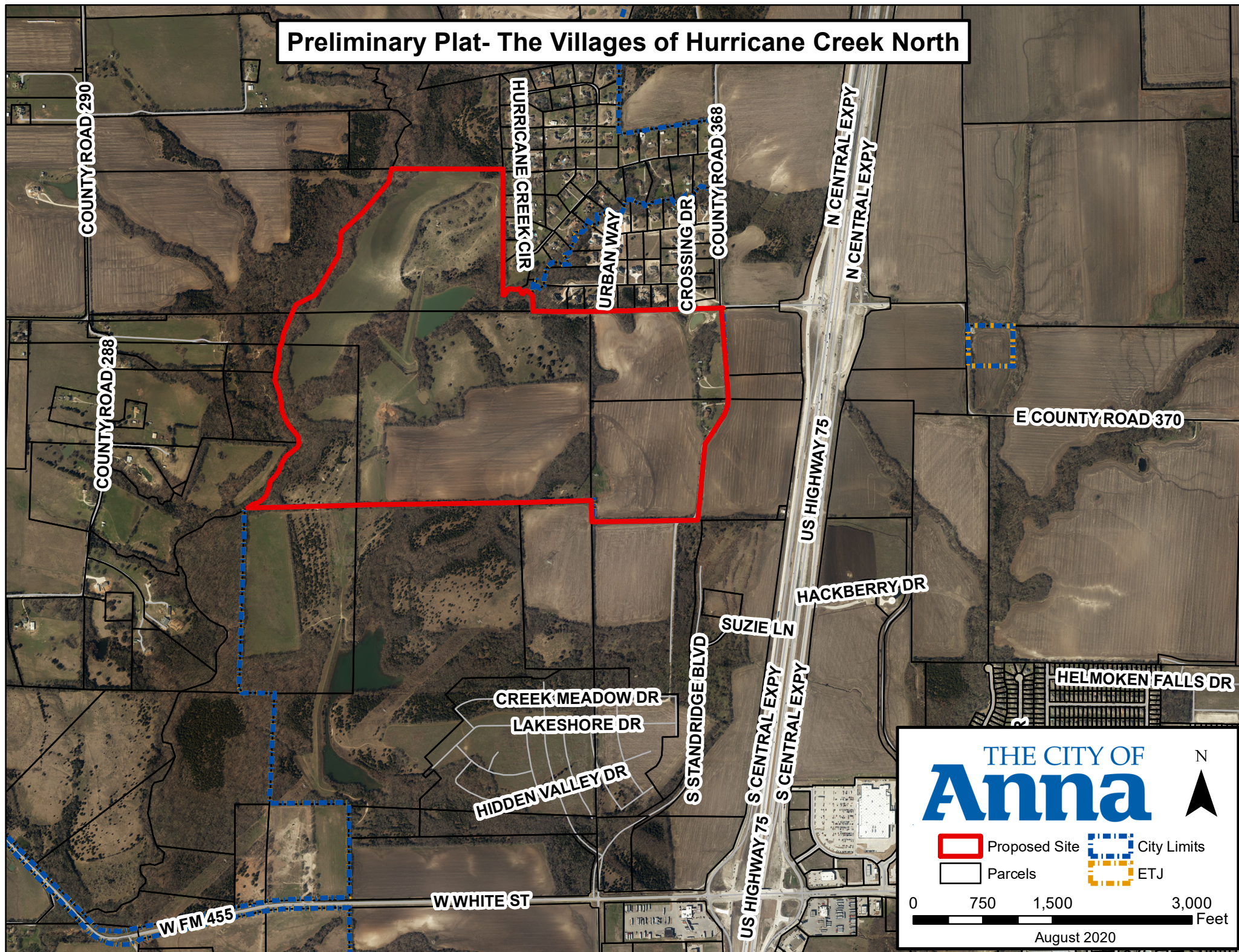
PELTON PROJECT #: CEN18001

DRAWN: JRG

7 OF 7

REVIEWER: XXX

Preliminary Plat- The Villages of Hurricane Creek North



THE CITY OF
Anna

Legend:
[Red Outline] Proposed Site
[Black Outline] Parcels
[Blue Dashed Line] City Limits
[Yellow Dashed Line] ETJ

Scale: 0 750 1,500 3,000 Feet

August 2020

CITY OF ANNA
Planning & Zoning Commission
September 1, 2020

Preliminary Plat: The Villages of Hurricane Creek - North
Applicant: Jay Reissig

AGENDA ITEM:

Consider/Discuss/Action on a recommendation regarding The Villages of Hurricane Creek - North Preliminary Plat.

SUMMARY:

829 single-family residential lots and 29 common area lots on 291.4± acres located on the west side of future Standridge Boulevard and 4,255± feet north of White Street (FM 455). Zoned Planned Development-860-2020 and primarily located within the extraterritorial jurisdiction (Resolution No. 2020-06-733).

ISSUES:

Waiver for overlength streets

The applicant is requesting a waiver from the 1,200 foot maximum block length requirement in both [Subsection 9.02.081\(o\)](#) of the Subdivision Regulations and [Section 2.7 Block Lengths](#) of the Anna Engineering Design Standards. The subdivision layout will create two overlength blocks along Lake Hills Drive and Northpark Drive. These roads run across floodplain/Soil Conservation Site lake easement area, so the length cannot be reduced. In addition, these adjacent areas will become open space and community areas; providing a vehicular cross-access to meet the maximum block length requirement would significantly diminish the area to be reserved for these amenities.

Please see the attached waiver request. The Director of Public Works is in support of these overlength streets but expressed a public safety concern as a long road may encourage speeding. Staff recommends traffic calming measures be discussed/considered during the civil plan review.

Waiver for Cul-de-Sac length of 600 feet

The applicant is requesting a waiver from the 600 foot maximum cul-de-sac length requirement in both [Subsection 9.02.0281\(p\)](#) of the Subdivision Regulations and [Section 2.10 Dead End Streets, Cul-de-sacs and courts](#) of the Anna Engineering Design Standards. Autumnwood Drive, south of Lake Hills Drive, is shown as being 690 feet from the furthest bulb to the intersection.

Please see the attached waiver request.

Neighborhood Entry and Interior Features Point System (Neighborhood Design)

In 2019, the city adopted the Neighborhood Design Committee's recommended changes to the Subdivision Regulations including a Neighborhood Entry and Interior Features Point System. The intent of the point system is to ensure neighborhoods are provided with quality features and amenities. The Ordinance lacks a defined process for when the required point total should be reviewed. In most cases, when a developer submits a Preliminary Plat it shows the entire development whereas a Final Plat may only show one phase. Direction is needed on when the Planning and Zoning Commission would like for applicants to submit this information.

Current staff was not part of the discussions on the Neighborhood Design Guidelines and want to ensure that we are implementing these as intended.

RECOMMENDATION:

Staff is in support of waiving the overlength street requirement and is looking for direction from the Planning & Zoning Commission to ensure the intent of the Neighborhood Design Guidelines are being met.

ATTACHMENTS:

Locator

Exhibit

Neighborhood Design Point Total

Waiver for Overlength Streets

Waiver for Cul-de-Sac Length

Exhibits C-1 & C-2 from SIA Res. No. 2020-06-733

August 26, 2020

City of Anna City Council
City of Anna
3223 North Powell Parkway
Anna, Texas 75409

Re: Preliminary Plat for Villages of Hurricane Creek – North Waiver Requests

Council Members:

On behalf of the Developer, MM Anna 325, LLC, Peloton Land Solutions has submitted a Preliminary Plat for Villages of Hurricane Creek - North. The plat is expected to be heard at the September 1, 2020 Planning & Zoning Commission meeting.

We are respectfully requesting this Preliminary Plat be approved with the following waiver:

- **Design Standards Section 2.7: Waive the maximum block length of 1,200 feet.** This project will create two overlength blocks along Lake Hills Drive and North Shore Drive. These roads run across floodplain/SCS lake easement area, so the length cannot be reduced. In addition, these adjacent areas will become focal amenities, open space, and community areas; providing a vehicular cross-access through these would significantly diminish the area to be reserved for these amenities.

We appreciate your consideration of this waiver request and approval of the Preliminary Plat.

Sincerely,

Peloton Land Solutions, Inc.



Marc Paquette, P.E.

Project Manager/Associate Principal



CORPORATE OFFICE
9800 Hillwood Pkwy.
Suite 250
Fort Worth, Texas, 76177
817.562.3350
TBPLS 10177700

August 26, 2020

City of Anna City Council
City of Anna
3223 North Powell Parkway
Anna, Texas 75409

Re: Preliminary Plat for Villages of Hurricane Creek – North Waiver Requests

Mayor and Members of the City Council:

On behalf of the Developer, MM Anna 325, LLC, Peloton Land Solutions has submitted a Preliminary Plat for Villages of Hurricane Creek - North. The plat is expected to be heard at the September 1, 2020 Planning & Zoning Commission meeting.

We are respectfully requesting this Preliminary Plat be approved with the following waiver:

- **Design Standards Section 2.10: Waive the maximum Cul-De-Sac length of 600 feet.** This project creates one overlength Cul-De-Sac along Autumnwood Drive. This street and development area lies between Rosamond Parkway to the west, the existing overhead electric easement to the east and an environmentally sensitive area to the south. In order to provide a second point of connection, Autumnwood Drive would need to turn and connect to Rosamond. This would create an intersection very close to the Lake Hills Drive intersection and would not meet City spacing requirements. In addition, this connection would not follow Section 2.2 which states that the street arrangement should develop only a limited number of access points to arterial streets bordering the subdivision.

We appreciate your consideration of this waiver request and approval of the Preliminary Plat.

Sincerely,

Peloton Land Solutions, Inc.

A handwritten signature in blue ink, appearing to read "M. Paquette", with a stylized flourish at the end.

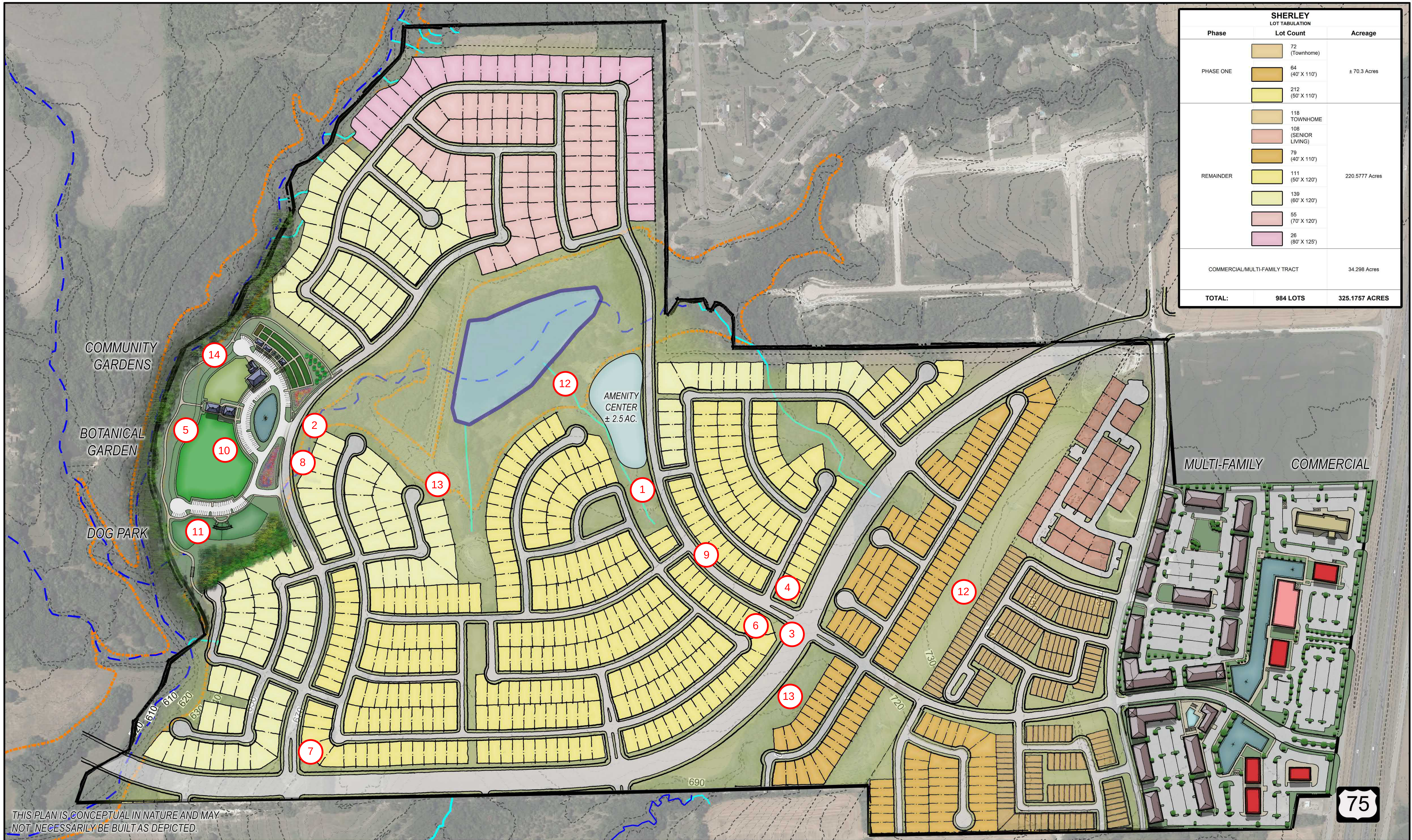
Marc Paquette, P.E.

Project Manager/Associate Principal

Neighborhood Entry and Interior Features Point System- 35 points total

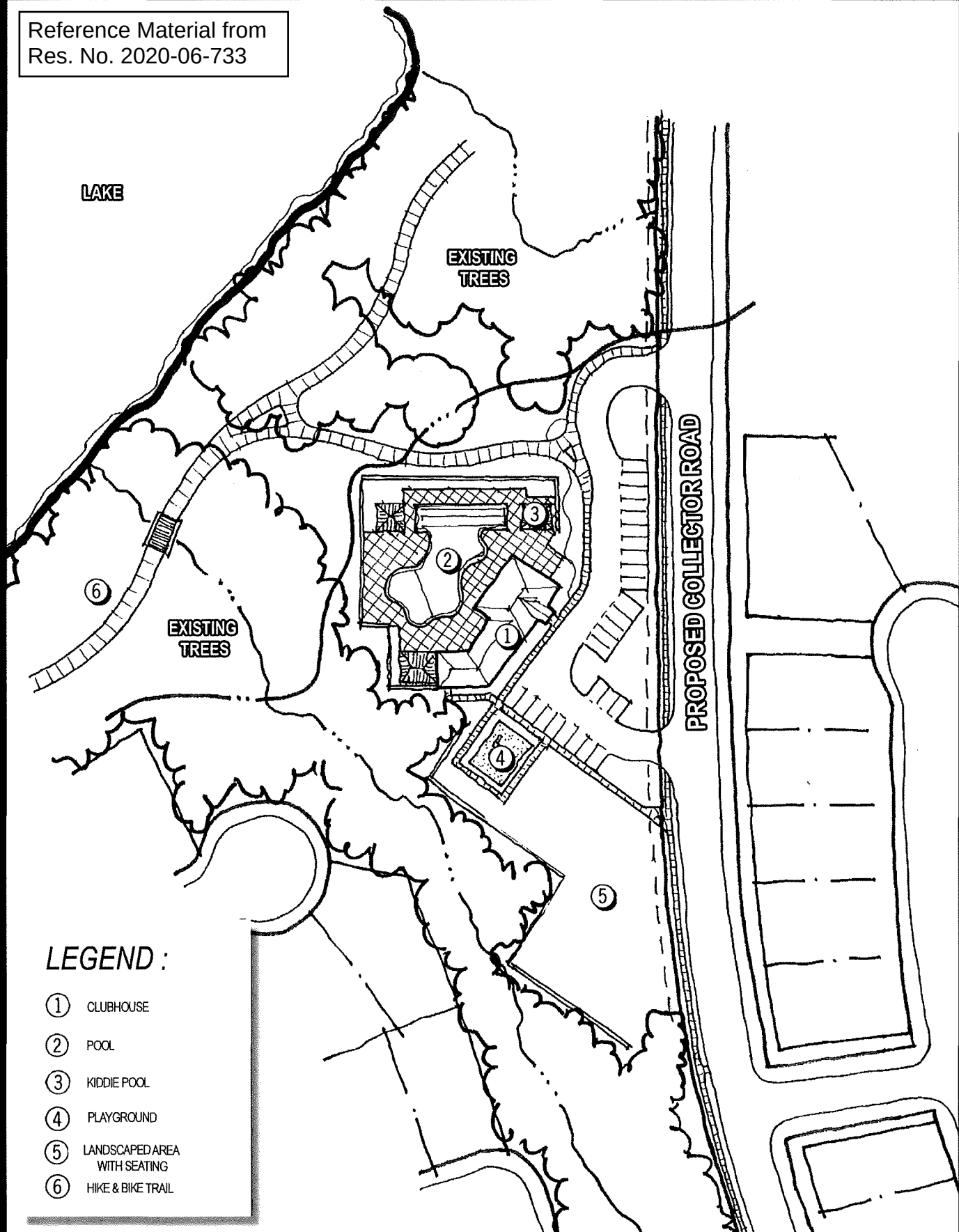
		Suggested Points	Notes/Comments
20 points	T-Intersection Options		
	Additional green space	1/2 lot= 2 points 1 full lot= 4 points	
	Amenity Center (min 3,000 sq. ft)**	1 5 points Max	3 points with 1 point per additional 1,000 sq. ft. 5 pt. Max **Points for the amenity center may be counted for at the terminal vista or within the subdivision, but not both
	Round-a-bout with landscaping that matches the entry	2 points	
	Water feature (Lit at night with a min of 15' wide and 8' tall)	3 points	
	Gazebo	1 point	
	Boulevard with enhanced landscaping with seasonal color	1 point	Maintained by HOA
	Sculpture or other artistry (lit at night)	up to 2 points	
	Additional Main Entry Options		
	Water Feature	1 point	
	Significant floral focal point	2 2 points	Maintained by HOA
	Any structure integrated as identification that exceeds 15'	3 3 points	
	Modern art or sculptures	1 point	Minimum height of 8 feet
	Landscaping in median for the divided entry	4 2 points	Maintained by HOA
	For every 5' increase past the 15' landscape buffer	4 1 point x 5 = 5 points	5 point Max
	Increased amount of large trees for curvilinear sidewalks	5 2 points	
	Additional landscaping above and beyond the requirements	6 2 points	Must be annual and increased quality
	*Additional upgrades per the discretion of the Planning Director		

		Suggested Points	Notes/Comments
15 points	Secondary Entrance		
	Divided secondary entry	7 1 point	
	Roundabout at the secondary entrance	1 point	
	Addition and Maintenance of seasonal landscaping (HOA)	8 1 point	Maintained by HOA and landscaping that matches the main entry & neighborhood landscaping
	Extended entry length (greater than 1/2 lot length)	1 point	Minimum of 1/2 lot length. No additional points for additional length.
	Additional landscaping throughout the length of the extended drive	9 1 point	Maintained by HOA and landscaping that matches the main entry & neighborhood landscaping
	Open space at the terminus	1/2 lot= 1 point 1 full lot= 2 points	2 point Max
	Interior Upgrades		
	Internal Parking Spaces	2 points	For 5 additional parking spots at major, neighborhood focal points
	Upgraded pools and amenity centers	10 2 points	Per the discretion of the Planning & Development Director
	Splash Pad-Min of 3 fixtures per 1,000 sq. ft	3 points	1 point for every additional 1,000 sq. ft & 3 fixtures Maintained by HOA
	Dog Park- Min of 3 acres	11 8 points	1 point for every additional acre (5 acres max) Maintained by HOA
	Walking trail	12 2 points	Min of 8 ft wide, 1 bench, & one trash can per 1,000 feet Trash to be maintained by HOA
	Additional bench & trash can in common areas	13 1 point	To be maintained by HOA
	Amenity Center (min 3,000 sq. ft)**	14 5 points Max	3 points with 1 point per additional 1,000 sq. ft. 5 pt. Max **Points for the amenity center may be counted for at the terminal vista or within the subdivision, but not both



SHERLEY LOT TABULATION		
Phase	Lot Count	Acreage
PHASE ONE	72 (Townhome)	± 70.3 Acres
	64 (40' X 110')	
	212 (50' X 110')	
REMAINDER	118 TOWNHOME	220.5777 Acres
	108 (SENIOR LIVING)	
	79 (40' X 110')	
	111 (50' X 120')	
	139 (60' X 120')	
	55 (70' X 120')	
	26 (80' X 125')	
COMMERCIAL/MULTI-FAMILY TRACT		34.298 Acres
TOTAL:	984 LOTS	325.1757 ACRES

Reference Material from
Res. No. 2020-06-733



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.

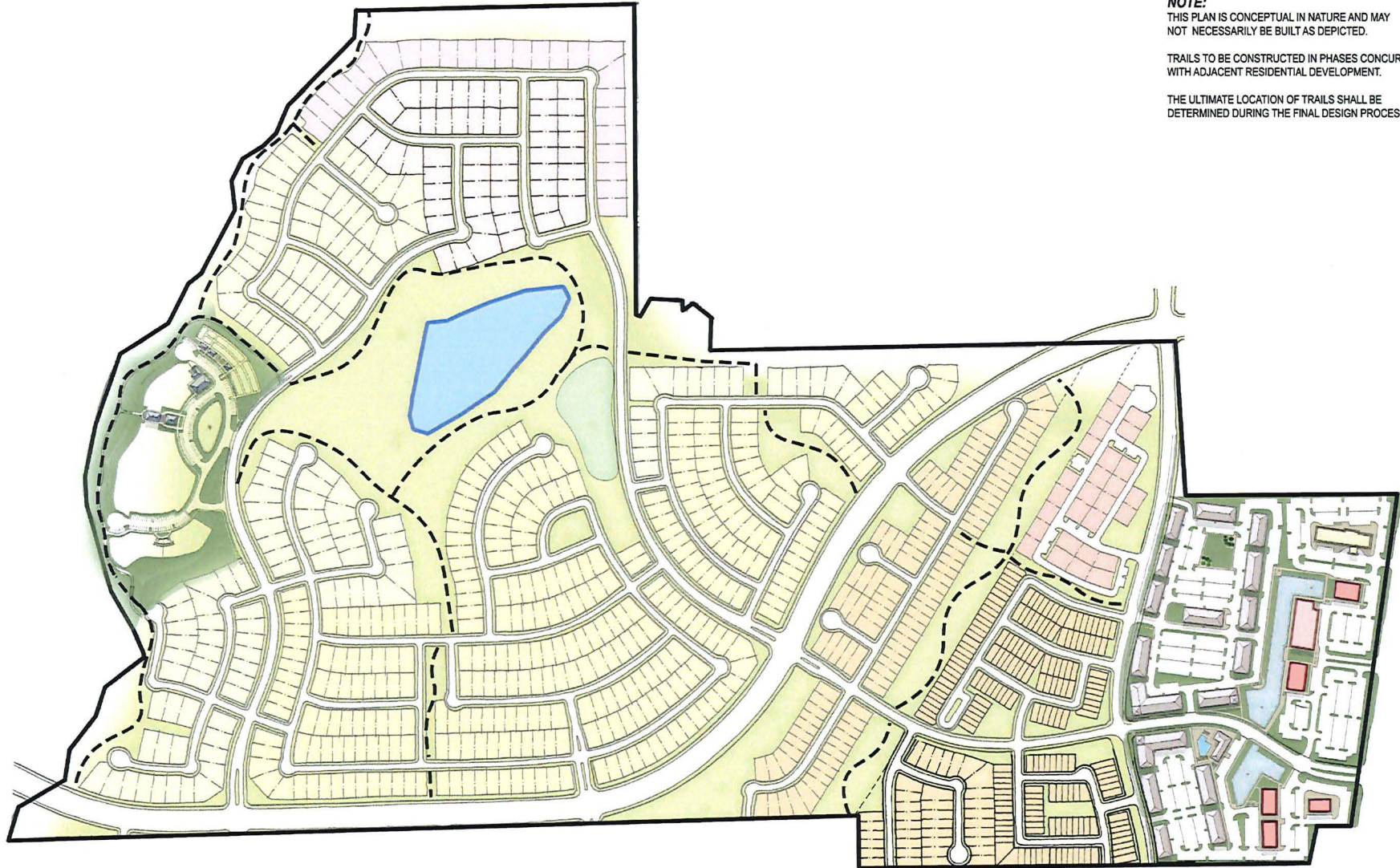


EXHIBIT C-2
ANNA, TEXAS



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020

Staff Contact:

AGENDA ITEM:

Approve Ordinance authorizing the acceptance of credit cards and authorizing processing fees for the payment of fees, fines, court costs and other charges.

SUMMARY:

This Ordinance authorizes the City to accept credit card payments, collect fees for processing credit cards, and charge a service charge for credit cards not honored. The processing fees must be in an amount reasonably related to the expense incurred in processing credit card payments and cannot exceed 5%. If a payment by credit card is not honored, the City may charge an additional service charge in the same amount charged by the credit card processing company to the City.

The intention of passing this ordinance is to allow staff to pass through the fees charged by the merchant processing company for processing credit card payments through the SMARTGOV system. The fees are 1.99% plus \$.17 for credit cards and .55% plus \$.10 for American Express. The service charge for when a credit card is rejected is \$25. Based on the number of permits received each year, staff anticipates the processing fees to end up between \$150,000 to \$250,000, annually. By passing through the processing fees, the people who use credit cards to pay for permits are incurring the processing fees instead of the City.

FINANCIAL IMPACT:

There is no financial impact to passing this Ordinance.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Approve Ordinance authorizing the acceptance of credit cards and authorizing processing fees for the payment of fees, fines, court costs and other charges.

ATTACHMENTS:

1. Ordinance Relating to Processing Fees

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 9/4/2020
Final Approval - 9/4/2020

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AUTHORIZING THE ACCEPTANCE OF CREDIT CARDS FOR PAYMENT OF FEES, FINES, COURT COSTS AND OTHER CHARGES; PROVIDING FOR A PROCESSING FEE FOR CREDIT CARD PAYMENT OF FEES, FINES, COURT COSTS AND OTHER CHARGES; PROVIDING FOR A SERVICE CHARGE IF PAYMENT BY CREDIT CARD IS NOT HONORED; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas is a home-rule municipality duly established under the laws of the State of Texas; and

WHEREAS, generally, Chapter 132 of the Texas Local Government Code authorizes the governing body of a municipality to authorize a municipal official who collects, fees, fines, court costs and other charges to accept payment by credit card and further authorizes the collection of a processing fee for use of a credit card and the collection of a service charge if a credit card is not honored by the credit card company; and

WHEREAS, more specifically as it relates to authorizing the processing fee, Chapter 132, Section 132.002(b) of the Texas Local Government Code authorizes the governing body of a municipality to authorize a municipal official who collects fees, fines, court costs or other charges to accept payment by credit card and to collect a fee for processing the payment by credit card; and

WHEREAS, more specifically as it relates to the processing fee amount, Chapter 132, Section 132.003(b) of the Texas Local Government Code authorizes a municipality to set a processing fee in an amount that is reasonably related to the expense incurred by the municipality in processing the payment by credit card. However, the governing body may not set the processing fee in an amount that exceeds five percent (5%) of the amount of the fee, fine, court cost, or other charge being paid; and

WHEREAS, more specifically as it relates to a service charge fee for credit card not honored, Chapter 132, Section 132.004 of the Texas Local Government Code states that if, for any reason, a credit card payment is not honored by the credit card company on which the funds are drawn, the municipality may collect a service charge from the person who owes the fee, fine, court cost, or other charge. The service charge is in addition to the original fee, fine, court cost or other charge and is for the collection of the original amount. The service charge fee is the same amount as a fee charged for the collection of a check drawn on an account with insufficient funds; and

WHEREAS, the City Council of the City of Anna, Texas (the "City Council") has determined that acceptance of credit cards is beneficial to the City and its citizens' public convenience and should be authorized; and

WHEREAS, the City Council recognizes that the City incurs additional expenses to accept credit card payments and shall set the processing fee in an amount that is reasonably related to the expenses incurred; and

WHEREAS, the City Council wants to authorize a credit card processing fee for all municipal fees, fines, court costs, or other charges;

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

Section 1. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

Section 2. The Anna City Code of Ordinances is hereby amended by adding a new Section A4.019 to the Appendix A FEE SCHEDULE to read as follows:

Sec. A4.019 Use of Credit Cards for Payment Due to the City.

(a) Credit card use authorized. Each official employed by the City of Anna who, as part of that employment, collects fees, fines, court costs, or other charges from members of the public that are due to the City is authorized to accept credit cards as payment for such fees, fines, court costs, and other charges.

(b) Amount of processing fee. For each municipal fee, fine, court cost, or other charge that is paid by credit card, a processing fee in an amount being reasonably related to the expense incurred in processing the credit card payment, not to exceed five percent (5%) of the amount of the fee, fine, court cost, or other charge shall be added, as authorized by Section 132.003(b), Texas Local Government Code.

(c) Service charge. If for any reason a payment by credit card is not honored by the company on which the funds are drawn, the officer shall collect from the member of the public who attempted to pay by credit card an additional service charge in the same amount charged under section A6.011 for a check that is returned to the city or not honored by the financial institution on which it is drawn for any reason.

(d) Encumbrance of credit cards. The City may contract with a company that issues credit cards to collect and seize credit cards issued by the company that are outdated or

otherwise unauthorized. The city may charge the company a fee for the return of the credit cards.

(e) Disposition of fees and charges. The city official collecting a fee or charge under this section shall deposit the fee or charge in the general fund of the city.

Section 3. Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance should be declared unconstitutional by valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, clause, sentence, paragraph or section.

Section 4. Effective Date. This ordinance shall become effective and shall be in full force and effect on and after its passage and publication as required by state law.

APPROVED AND ADOPTED by the City Council of the City of Anna, Texas on this the 8th day of September, 2020.

ATTESTED:

APPROVED:

City Secretary Carrie L. Land

Mayor Nate Pike



Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020
Staff Contact: Marc Marchand

AGENDA ITEM:

Approve a Resolution approving a Merchant Processing Agreement between the City of Anna and Express Merchant Processing Solutions, a division of First Data Merchant Services LLC. (Neighborhood Services Director Marc Marchand)

SUMMARY:

This Resolution authorizes the City Manager to enter into a Merchant Processing Agreement with Express Merchant Processing Solutions, a division of First Data Merchant Services LLC, also known as Payeezy.

Over the past several months, staff has been in the process of implementing SMARTGOV software for the purpose of providing online permitting. Staff is nearing the end of the implementation process and anticipates going live very soon. One of the remaining items left to complete is the merchant connector piece. A merchant is needed to connect on the back-end with SMARTGOV to provide electronic payment processing services through the system.

Staff reviewed three merchant processing companies and recommends Express Merchant Processing Solutions, a division of First Data Merchant Services LLC. The fees for Express Merchant Processing are the lowest of the three companies. There is, also, no additional charge for Dude Solutions to perform the configuration for the connection with SMARTGOV since the connection already exists due to the large number of cities that use both Express Merchant Processing Solutions and SMARTGOV.

The processing fees for Express Merchant Processing are listed below:

Qualified Credit	1.99% + \$0.17
Qualified Signature and PINless Debit	1.99% + \$0.17
Non-Qualification Surcharge	1.99%
Rewards Card Surcharge	1.99%
American Express OptBlue	.55% + \$0.10

The miscellaneous fees for Express Merchant Processing are charged only when applicable. They are listed below:

ACH Reject Fee	\$25.00
AVS	\$0.10
Monthly Account Minimum Fee	\$25.00
Batch Settlement Fee	\$0.39
Master Card/Visa/Discover Network Access Fee	\$0.034
Non-Receipt of PCI Validation	\$19.95
Chargeback Fee	\$25.00
Annual Maintenance Fee	\$79.00

Staff recommends that the processing and miscellaneous fees be passed onto the applicant. An Ordinance to allow the pass through fees is being brought to the City Council for consideration.

In addition to the processing and miscellaneous fees, the City will be responsible for the following fees:

- Equipment purchase fee of \$99.
- A monthly clover security plus fee of \$9.95.
- A payeezy monthly fee of \$9.95 and payeezy authorization fee of \$0.05.

Staff anticipates needing two machines for a one-time cost of \$198. The monthly fees equal \$19.90 a month or \$238.80 a year plus the \$0.05 payeezy authorization fee. These fees are standard across the industry.

Approving the Merchant Processing Agreement will allow staff to complete the merchant connector piece of the SMARTGOV implementation process, finish the project and go live with the new software and online permitting portal.

FINANCIAL IMPACT:

There is a one-time cost for equipment of \$198 and a monthly cost for services equal to \$238.80 a year plus \$0.05 payeezy authorization fee per transaction.

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 a Merchant Processing Agreement between the City of Anna and Express Merchant Processing Solutions, a division of First Data Merchant Services LLC.

ATTACHMENTS:

1. Resolution Merchant Processing Agreement
2. Merchant Processing Agreement First Data

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 9/4/2020
Final Approval - 9/4/2020

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A STATEMENT OF WORK AND SUBSCRIPTION AGREEMENT WITH EXPRESS MERCHANT PROCESSING SOLUTIONS, A DIVISION OF FIRST DATA MERCHANT SERVICES LLC, FOR THE PROCESSING OF ELECTRONIC PAYMENTS.

WHEREAS, the City of Anna has been in the process of implementing SMARTGOV software to provide professional services for Planning & Zoning, Building Inspections, Code Compliance, Public Works and Parks; and

WHEREAS, the SMARTGOV software has several components including an online citizen portal, electronic payments, mobile inspections, project tracking, built-in reports and GIS Mapping; and

WHEREAS, in order to process electronic payments through SMARTGOV, a merchant connector is needed; and

WHEREAS, after reviewing several merchant processing companies, staff recommends the merchant connector be Express Merchant Processing Solutions; and

WHEREAS, Express Merchant Processing Solutions has the lowest processing fees of all the merchant processing companies reviewed, and

WHEREAS, it is necessary to provide effective, efficient, and convenient electronic payments for Anna Neighbors; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Merchant Processing Agreement with Express Merchant Processing Solutions, a Division of First Data Merchant Services LLC for the processing of electronic payments;

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization of Contract Award.

The City Council hereby approves the Merchant Processing Agreement with Express Merchant Processing Solutions, A Division of First Data Merchant Services LLC and authorizes, ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized

to execute all documents and to take all other actions necessary to finalize, act under, and enforce the Agreement.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of September 2020.

APPROVE:

Mayor Nate Pike

ATTEST:

Carrie Land, City Secretary

Merchant Processing Agreement

Please review the information below and sign where required.

First Data®**Express**
Merchant Processing Solutions

☐ 1. Business Information

Legal Business Name

CITY OF ANNA

Contact Email Address

salexander@annatexas.gov

Tax Filing Name

CITY OF ANNA

Business Website URL

WWW.ANNATEXAS.GOV

DBA/Outlet Name

CITY OF ANNA ONLINE

State Organized

TX

TIN Type

EIN (Fed Tax ID #)

Mo/Yr The Business Started

01-1913

Fed Tax ID #

XXXXXX0420

Organization Type

Government

Foreign Entity/Nonresident Alien

PENDING

Method of Receiving Notice of Chargebacks and Retrievals

Mail

Business Address

111 N POWELL PARKWAY

Product/service fulfillment

Direct

City

Anna

Third party to store, process or transmit cardholder data

NO

State

TX

Software used for storing, transmitting, or processing card transactions or authorization requests

N/A

ZIP

75409

Business Phone

9729243325

Contact First & Last Name

SHEILA ALEXANDER

☐ **2. Owner Information****Owner 1/Principal**

Owner/Partner/Officer Name

JIM PROCE

Home Address

111 N Powell Parkway

D.O.B

XX-XX-1920

City

Anna

Social Security Number

XXXXXX0420

State

TX

Ownership %

90%

ZIP

75409

Title

CITY MANAGER

Home Phone

9729243325

Email

jproce@annatexas.gov☐ **3. Locations****Location 1**

DBA/Outlet Name

CITY OF ANNA ONLINE

Business Address

111 N POWELL PARKWAY

City

Anna

State

TX

ZIP

75409

Products/Services you sell

Govt Services and Permits**Time frame from transaction to delivery**

0-7 days

100%

8-14 days

0%

15-30 days

0%

31+ days

0%**Financial Data**

TOTAL ANNUAL VOLUME	
Average Sale Amount	\$450.00
Credit Card Volume	\$250,000.00

TRANSACTION TYPE	
Card Present	0%
Internet	95%
Mail Order / Direct Marketing / Phone Order	5%
SWIPE VS. KEYED	
Swiped	0%
Keyed	100%

Processing Rates & Fees

The discount rates (the percentage rates reflected below) for your credit, signature, and PINless debit transactions are charged on the gross sales transactions that you submit (without reduction for returns or chargebacks) and are contingent on your transactions qualifying for a particular interchange level based on the criteria described in the Interchange Rate Schedule. If any transaction that you submit does not qualify for your anticipated interchange level and results in a higher interchange cost to us, then, in addition to the rates above, you will also be charged (a) the difference in interchange rates, plus (b) either the Rewards Card Surcharge (if the downgrade is solely due to a rewards card being presented) or the non-qualification surcharge (if the downgrade occurs for any other reason). The transaction fee (the fixed charge per transaction reflected below) will be charged on all transactions that you submit for authorization as well as refunds.

	DISCOUNT RATE + TRANSACTION FEE
Qualified Credit	1.99% + \$0.17
Qualified Signature and PINless Debit	1.99% + \$0.17
Non-Qualification Surcharge	1.99%
Rewards Card Surcharge	1.99%

American Express (Interchange Plus)

	DISCOUNT RATE + TRANSACTION FEE
American Express OptBlue®	0.55% + \$0.10

Interchange Rates are variable and are determined by how your transactions clear. Please see your Interchange Rate Schedule, Interchange Qualification Matrix and American Express OptBlue® Guide for Interchange Rates & Dues/Assessments and qualification criteria as of the date of this Application. The Interchange Rates and Dues/Assessments are subject to change. American Express OptBlue® has Program Pricing which is not Interchange and which is subject to change.

Banking & Funding Information

ABA #

XXXXXX6326

Deduct Fees

Monthly

DDA #

XXXXXX2019

Bank Will Fund

Outlet**Equipment Details**

MODEL CODE AND NAME	UNIT PRICE W/O TAX AND S&H	QTY	PURCHASE TYPE	EQUIPMENT TYPE	INDUSTRY TYPE
Payeezy Hosted Checkout (Ecomm)	99.00	1	Purchased	INET	ECOMMERCE

See Equipment Lease Agreement for the Terms and Conditions governing your Leased equipment.

Shipping & Handling

\$0.00

Enable EMV

NO☐ **4. Payments Accepted**

American Express (OptBlue)

Discover Card (Discover Network Full Processing)

Mastercard/Visa

☐ 5. Fee Schedule

In addition to the fees described in this Fee Schedule, you must pay us all Card Organization Charges, which include but are not limited to all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion of your agreement, and include but are not limited to interchange; assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks. See the Interchange Qualification Matrix, Card Organization Pass-Through Fee Schedule, and American Express OptBlue Guide, available at www.businesstrack.com.

MISCELLANEOUS FEES (IF APPLICABLE)		MONTHLY PRODUCT FEES	
ACH Reject Fee	\$25.00	Clover Security Plus Fee	\$9.95
AVS	\$0.10	Transarmor Monthly Fee	\$0.00
Monthly Account Minimum Fee	\$25.00	START-UP FEES	
Batch Settlement Fee	\$0.39	Application Fee	\$0.00
MasterCard/Visa/Discover Network Access Fee	\$0.034	Equipment Purchase	\$99.00
Non-receipt of PCI Validation	\$19.95	Total Amount Without tax.	\$99.00
Chargeback Fee	\$25.00	GLOBAL FEE	
Annual Maintenance Fee	\$79.00	Global Fee Id	
		ECOMMERCE/WIRELESS SOLUTIONS	
		Payeezy Monthly Fee	\$9.95
		Payeezy Authorization Fee	\$0.05

* You may be charged, if applicable, additional Card/Payments Organization pass through fees and costs for your transactions as described in the Interchange Qualification Matrix and American Express OptBlue® Guide available at www.businesstrack.com.

☐ 6. Agreement Approval

On behalf of myself as an individual, and the entity on whose behalf I am signing, (A) I authorize [Servicers], the applicable Card Organizations, and its and their Affiliates, third party subcontractors and/or agents: (i) to use, disclose, and exchange amongst them, the information in the Agreement and information about me personally, (including by requesting, personal and business consumer reports, bank references, and other information as necessary from time to time), for marketing and administrative purposes, verification purposes, purposes under the Merchant Processing Application

and Agreement (**MPA**), it approved, and any other uses permitted by law; (ii) to inform me directly about the contents of requested consumer reports (including the name and address of the agency furnishing the report), and (ii) to receive any and all personal and business credit financial information from all references, including banks and consumer reporting agencies, which are hereby released to provide that information; and (B) I certify that: (i) The federal taxpayer identification number and corresponding filing name provided herein are correct; (ii) The statements made and agreed to in this MPA, to which I have not made any alterations or stricken out any language, are true, complete and accurate, and may be relied upon as current unless changed or updated per the Notice provisions of Agreement; (iii) I can read and understand the English language; (iv) I have received and read a copy of the (a) Merchant Processing Application, (b) General Terms and Conditions, (c) Confirmation Page, and (d) Interchange Rate Schedule. I understand that the Interchange Qualification Matrix and American Express OptBlue® Guide and Your Payments Acceptance Guide are available at www.businesstrack.com and the signature below is for the entire contents of the listed documents; v) I have authority to bind the entity on whose behalf I am signing below; I further acknowledge and agree that I will not use my merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et. Seq., as may be amended from time to time or for processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et. seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Merchant Business Principal:



☐ 7. General Terms & Conditions

General Terms & Conditions

1 Your Agreement With Us

1.1 This Merchant Processing Agreement (**Agreement**) is between the business identified in Section 1 and the Processor and Bank each identified in Section 8. This Agreement consists of all information presented or referenced on this webpage (consisting of all of Sections 1 through 8), the Interchange Rate Schedule, the Your Payments Acceptance Guide, and the Card Organization Rules. This Agreement covers payment acceptance and related services (collectively, the **Services**).

1.2 You agree to comply with the Your Payments Acceptance Guide and the Card Organization Rules relevant to you, as they may change over time. The current Your Payments Acceptance Guide is available at www.businesstrack.com.

1.3 If there are any inconsistencies between the General Terms and the Your Payments Acceptance Guide, or the Card Organization Rules, the General Terms will govern.

1.4 You may not alter this Agreement.

2 Services and Non-Bank Services

2.1 Your Application will identify the Services you will receive. Certain Services referred to in this Agreement may not be available to you. Certain Services may require additional terms.

2.2 Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate. References to "we", "our", and "us" shall be deemed to be references to Bank and Processor except for the purposes of Sections 2.1, 2.3, 2.4, 4.7, 6.9, 11.2, 11.5, 11.6, 11.7, 13.1, 21, 25, 33

and 37. Bank shall not be a party to the aforementioned Sections nor shall Bank have any responsibility or liability pursuant to such Sections. Third Party Services, including any apps available in an application marketplace, or voice, or data services you purchase directly from a third party provider, are not governed by this Agreement and we are not responsible for providing, maintaining, servicing or supporting such services. If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services. Any third party content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk. **We will not be responsible for any actions or any failures to act of any third party, and we expressly disclaim any liability related to all Third Party Services. We do not warrant, endorse, guarantee, or assume responsibility for any third party service or product, advertised or offered, through the Services or any hyperlinked website or service, or featured in any banner or other advertising, and we will not be a party to or in any way monitor any transaction between you and providers of Third Party Services or products.**

2.3 If you do not qualify for our full service program but have otherwise been approved for accepting American Express or WEX, your American Express and WEX transactions will be processed through and funded by American Express or WEX (as applicable). American Express and WEX will provide you their own agreements governing those transactions. You agree that (a) we are not responsible and assume no liability for any such transactions; and (b) American Express and WEX may charge additional fees for the services they provide.

2.4 Rather than accepting all categories of Cards, you have the option to elect to accept only certain categories of Cards (**Limited Acceptance**). If you wish to elect Limited Acceptance, you must complete the Limited Acceptance Form and agree to be bound by the additional terms and conditions set out in that document.

3 Access and Use of Services

3.1 Except as specified in the Your Payments Acceptance Guide, or otherwise agreed in writing, the Services shall be for your internal business use in the United States only.

3.2 You shall not and shall not permit any third party to: (a) access or attempt to access any Service that is not intended to be available to you; (b) access or use (in any format) the Services (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (c) without our advanced written consent, use, ship or access Services (or any part) outside or from outside of the United States; (d) perform or attempt to perform any actions that would interfere with the proper working of any Service, prevent access to or use of any Service by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability, or bandwidth; or (e) use the Services (or any part) except as permitted in this Agreement.

3.3 You may use the eligible TransArmor services and portals only to scan IP addresses, URLs, and domain names owned by and registered to you.

3.4 We have the right to rely on user names, password, and other sign on credentials/access controls for the Services or any Software provided or approved by us to authenticate access to, and use of, the Services and any Software.

4 Settlement

4.1 As part of the Services, we will process Transaction Data received from you and facilitate the transfer of funds for your Card sales to your Settlement Account.

4.2 We may debit your Settlement Account for any amounts owed to us, including any amounts paid to you in error. We may also offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or which you, any of your principals, guarantors, or authorized signors guarantee.

4.3 You are responsible for providing us with accurate information regarding your Settlement Account. If you change the Settlement Account in which you receive the proceeds of your transactions, you must notify us immediately. If you accept payment types other than Visa, Mastercard, American Express, Discover Network and PayPal, such as TeleCheck Services, you are also responsible for contacting the Card Organizations or companies governing those Cards, or payment types, to notify them of this change. We shall not be liable for delays in receipt of funds, or errors in debit and credit entries caused by you or any other Person, including any delays or errors resulting from errors in Settlement Account information you provide.

4.4 If a Default occurs, you agree we may without notice change processing or payment terms and/or suspend credits or other payments of any amounts due, or which become due to you.

4.5 Your right to receive any amounts due, or to become due, from us is expressly subject and subordinate to Chargeback, setoff, lien, security interest, and our rights to withhold settlement funds under this Agreement without regard to whether such Chargeback, setoff, lien, security interest and the withholding of settlement fund rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured, or unmatured.

4.6 If you undertake Global ePricing (**GeP**) Transactions, you acknowledge that: (a) settlement by us of GeP Transactions shall be made in the Local Currency on the basis of the Transaction Price of the GeP Sales Transaction under the process defined by the Card Organizations; (b) you shall be subject to any and all Foreign currency exchange rate exposure in connection with all GeP Transactions; and (c) you are solely responsible for all aspects of the GeP Transaction (other than the performance of GeP Services), including obtaining the Cardholder's agreement to a GeP Transaction, and complying with all Card Organization Rules applicable to you. Dynamic Currency Conversion as defined by Card Organization Rules is not permitted nor provided as part of the GeP Services.

4.7 If you accept Alipay, you non-exclusively appoint First Data Merchant Services LLC (**FDMS**) as your agent solely for the limited purpose of receiving settlement funds from Alipay on your behalf for the transactions

submitted from your participating locations. You acknowledge that payment of settlement funds to FDMS by Alipay constitutes full and final settlement of such amounts payable to you by Alipay. Alipay is provided to you by Processor and not Bank.

5 Exclusivity

5.1 You will use us as your exclusive provider of all Services during the Term of this Agreement.

6 Fees; Adjustment; Collection of Amounts Due

6.1 You will be charged, and agree to pay us, all fees set out on your Fee Schedule or elsewhere in this Agreement.

6.2 The fees specified on your Fee Schedule are based on the assumption that your transactions will qualify at the Anticipated Interchange and Program Pricing Levels associated with your account. If a transaction fails to qualify at the Anticipated Interchange Program Pricing Levels, you will be charged a Non-Qualified Fee, plus a Non-Qualified Surcharge for each such non-qualifying transaction.

6.3 If you accept a Card or transaction other than the type anticipated for your account, we will charge you our then-current transaction fee(s) for the Card or transaction and you will be responsible for the transaction to the same extent as you would be if it were of a Card or transaction type elected and approved.

If your fees are not paid through our automatic debiting process, and we are required to pursue collection efforts, you will reimburse us for our costs in an amount of not less than \$100.

6.4 The fees specified on your Fee Schedule are based on (a) estimated annual volume and average transaction size for all Services provided under this Agreement; and (b) your method of doing business. If the actual volume or average transaction size are not as expected, or if you significantly alter your method of doing business, we may adjust our fees without prior notice to you. It is your responsibility to notify us of any such changes to your business.

6.5 We may adjust our fees to reflect new or increased fees, taxes or assessments imposed by any Card Organization or other Persons related to the Services. It is your responsibility to pay all such adjusted fees effective from the date specified in our notice to you.

6.6 Any Account Minimum Fee set out in your Application will be charged monthly (beginning in the calendar month after your Application is approved) for each location and will be calculated as the Account Minimum Fee set forth in your Application less the "Discount Fees" and "Other Payment Fees" that you incur for that month and location. The Account Minimum Fee shall never be less than zero.

6.7 An Equipment rental fee will be charged each month for each piece of Equipment rented from us, plus tax as applicable. You will also be charged for shipping and supplies.

6.8 An Authorization fee will be charged for each Authorization requested, whether the response is approved or declined. If you are being charged a combined fee for both Authorization and Capture we may charge this fee on the communication of all instructions that you transmit to us from your point of sale (**POS**) Device or other systems to our systems, whether the communications are for Authorization requests or any other capture of information, whether or not related to any individual transaction.

6.9 A fee will be charged for each Address Verification Service (**AVS**) request submitted, whether or not we are able to provide a response to the request.

6.10 Clients opting out of Clover Security Plus will be charged a Compliance Fee. The Compliance Fee covers our costs for systems maintenance and upgrades, mandatory IRS reporting, as well as costs associated with our required tracking and reporting of your PCI compliance. We will provide a monthly vulnerability "scan," if required, of up to 5 IP addresses. Additional required scans are your responsibility. Payment of the Compliance Fee does not discharge your responsibility to maintain PCI DSS compliance at all times.

6.11 You will be charged a monthly Non-Receipt of PCI Validation fee unless, within 60 days from the date this Agreement is submitted with your signature and on an annual basis after that:

- (a) you obtain any quarterly or other periodic PCI-approved vulnerability scans that the Card Organization Rules require you to obtain (for example, if you accept internet transactions);
- (b) you remediate vulnerabilities identified by your scans in ways that enable you to comply with the Card Organization Rules and applicable standards (including the PCI DSS); and
- (c) you confirm that you are following certain data security protocols by (i) completing an online self-assessment questionnaire (**SAQ**), which we will make available to you, regarding your systems and payments acceptance practices, or (ii) using PCI-approved methods, providing us with other written evidence of your PCI DSS compliance.

If you materially change the systems you use to accept payments and you wish to avoid paying the monthly Non-Receipt of PCI Validation fee, you will need to promptly complete a new SAQ or (using PCI-approved methods) promptly provide us with other written evidence of your PCI DSS compliance.

6.12 If you believe any adjustments should be made to your Settlement Account, you must notify us in writing within 60 days after any debit or credit is, or should have been, effected. If you notify us after 60 days, you agree we have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters do not obligate us to continue such investigation or to conduct any future investigation.

7 Electronic Funding Authorization

7.1 All payments to you shall be made through the Automated Clearing House system (**ACH**) and shall normally be electronically transmitted directly to the Settlement Account you have designated or any successor account designated to receive provisional funding of your transactions pursuant to this Agreement. You agree that any Settlement Account designated by you will be an account primarily used for business purposes. We cannot guarantee the timeframe in which payment may be credited by your financial institution.

7.2 You agree to be bound by the operating rules of the ACH and you authorize us to (a) access information from the Settlement Account; (b) initiate credit and/or debit entries by wire or ACH transfer; (c) instruct your financial institution to (i) block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account; and (ii) provide such access and to credit and/or debit, or to block the Settlement Account.

7.3 If we cannot process an ACH payment, we may (a) charge you the applicable fee set out in the Fee Schedule; and (b) suspend all subsequent funding until a new electronic funding agreement is signed by you, or you notify us that ACH payments can be processed.

8 Chargebacks, Fines, and Penalties

8.1 Cardholders and Issuers are authorized by Card Organization Rules and by law to reverse and Chargeback transactions that you submit to us. Further details are set out in the Your Payments Acceptance Guide and in the Card Organization Rules.

8.2 You are obligated to reimburse us (and authorize us to debit your Settlement Account) for (a) all refunds, credits, Chargebacks, and adjustments relating to transactions that you submit for processing; and (b) any fees, fines, assessments, obligations or other charges a Card Organization imposes on us in relation to your acts or omissions, or the acts or omissions of your agents or those acting on your behalf.

8.3 Refunds, credits, returns, and Chargebacks for GeP Transactions shall be treated as independent transactions with a Transaction Rate as determined by the Card Organization.

9 Your Representations and Warranties

9.1 By submitting a transaction to us, you represent and warrant that the transaction:

- (a) is genuine and arises from a genuine sale or service that you directly sold or provided as described on your Application. (The submission of Authorization requests and/or Card transaction by you for Card sales or cash advances transacted by another business is considered laundering or factoring and is prohibited);
- (b) represents the correct amount of the goods or services purchased by the Cardholder from your business as identified on your Application;
- (c) is not subject to any dispute, set-off, or counterclaim;
- (d) to your knowledge, is not the result of fraud and has been authorized by the Cardholder;
- (e) does not violate the law of any applicable jurisdiction, including the jurisdiction where you are located, where the Cardholder is located, or where we are located;
- (f) except for any delayed delivery or advance deposit Card transactions expressly authorized under this Agreement, includes your simultaneous delivery of the goods or services to the Cardholder; and
- (g) complies with this Agreement and Card Organization Rules.

9.2 You further represent and warrant, as of the date of this Agreement and at the time of submission of each transaction, that:

- (a) you are validly existing, in good standing and free to enter into this Agreement;
- (b) you have not changed the nature of your business or practices in a way not previously disclosed to us;
- (c) each statement made on the Application or other information provided to us in support of this Agreement is true, accurate and complete, and you have maintained and updated this information to keep it true, accurate, current and complete;
- (d) you have not filed a bankruptcy petition not previously disclosed to us;
- (e) you will not process any credit transactions that do not correspond to a previous transaction on the original sales draft;
- (f) you will not at any time during the Term of this Agreement, or until all amounts have been paid in full under this Agreement, grant or pledge any security interest or lien of any type in any Reserve Account, Settlement Account or in any of the transaction proceeds to any Person without our consent; and
- (g) where you provide FNS, SNAP or WIC Benefits (as described in the Your Payments Acceptance Guide), you are an FNS authorized merchant and are not disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS.

10 Limitations of Liability; Exclusion of Consequential Damages

10.1 This Agreement is a service agreement. Use of the Services, Software, or any Equipment (including any Services, Software, or Equipment provided by or through a third party) is at your own risk and to the maximum extent permitted by applicable law, the Services, Equipment, and any Software is provided "as is" and we disclaim all representations or warranties, express or implied, made to you or any other person, including any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or that Services, Equipment, or any Software will operate uninterrupted or error free or that the

Services, Equipment, or Software are secure, free of viruses or other harmful components, or do not infringe the rights of any person.

10.2 In no event shall we or our Affiliates or any of our or their respective directors, officers, employees, agents or subcontractors, be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any person has been advised of the possibility of such damages.

10.3 Notwithstanding anything in this Agreement to the contrary (including Section 26):

(a) Our cumulative liability for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including those arising out of or related to this Agreement and any indemnities), regardless of the form of action or legal theory, shall not exceed, (i) \$50,000; or (ii) the amount of fees received by us under this Agreement for Services performed in the immediately preceding 12 months, whichever is less;

(b) Any liability that we may have to you for any delay in funding transactions will be limited to interest computed from the date that you submit the transaction to the date that we fund the transaction at the rate of the federal funds as set by the federal reserve bank of New York, New York, less 1%; and

(c) Our liability arising out of or in any way connected with any Equipment or Software shall not exceed the purchase price or prior 12 month's rent or fees, as applicable, paid to us for the particular Equipment or Software involved.

11 Communicating with Customers Through the Services

11.1 You shall provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your customers through the Services.

11.2 If you are able to discern any information about a particular entity or individual from the information available through Main Street Insights or any other Service, either alone or with other information in your possession, you agree that the information may be subject to certain privacy, marketing, insider trading, or other applicable laws and you shall limit your use and disclosure of that information in accordance with all applicable laws.

11.3 With respect to each customer who desires to receive marketing material, transaction receipts, or other communications from you via text message or email, such customer must give the appropriate consent in writing; you are NOT permitted to add or modify a customer's consent indication on behalf of the customer.

11.4 You (or your agents acting on your behalf) shall only send marketing materials or other communications to a customer's provided phone number, street address, and/or email address if the customer has specifically consented in writing executed by the customer.

11.5 If you offer any loyalty program to customers through the Services or otherwise, you are solely responsible for any and all offerings made available to customers in connection with your loyalty program (each, an Offer). The Offer and all of the related information, including branding (trademarks and logos) and images (collectively, the Content) are provided and determined by you. You are solely responsible for ensuring the accuracy of the Offer and Content.

11.6 By providing Content to us as part of our Services, you grant us the right and license to use, modify (e.g. for formatting and display purposes), publicly perform, publicly display, reproduce, and distribute such Content on and through the Services, including any Software we make available to you. This license includes the right for us to make Content available to other users who may access and use your Content.

11.7 You are solely responsible for (a) fulfilling the terms of your Offers and determining the criteria for your customers to earn and redeem perks, rewards, stamps, credits or incentives (**Rewards**); and (b) honoring Rewards for eligible customers who earn those Rewards and you agree not to withdraw or terminate any Offer after it has been made publicly available to your customers without offering a reasonable alternative method for customers to redeem any Rewards related to the Offer.

11.8 You are solely liable for, and we shall have no liability in relation to, any costs or expenses (including refunds) associated with your Offers or Rewards or your failure to issue, accept, fulfill or redeem any Rewards.

12 Confidentiality

12.1 You shall safeguard all confidential information we supply or otherwise make accessible to you (including the terms of this Agreement) using a reasonable degree of care. You shall only use our confidential information for the purposes of this Agreement and shall not disclose our confidential information to any person, except as we may agree in advance and in writing. At our request, you shall return to us or destroy all of our confidential information in your possession or control.

12.2 You agree that breach of the restrictions on use or disclosure of our confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

12.3 You may submit comments or ideas about our Services, including about how to improve our Services. By submitting any idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any idea; (b) your submission will be non-confidential; and (c) we are free to use and disclose any idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use or disclosure of any portion of any idea.

13 Use of Data

13.1 You agree we may use Transaction Data for the purpose of providing additional products and services to you, other merchants, or third parties. This includes using Cardholder Information, dates, transaction details, and other Transaction Data to provide you with analytics products and services as well as collecting and using Transaction Data aggregated with other merchants' Transaction Data to provide you, other merchants, and third parties with analytic products and services.

13.2 In the course of providing Services, we may collect information relating to activities on your network, including network configuration, TCP/IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use this information or aggregations of this information, in addition to the Transaction Data described above, for any reasonable purpose.

13.3 You agree that we may obtain relevant information from any applicable telecommunications provider you utilize, as necessary to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by you in connection with the Services.

14 Intellectual Property Rights

14.1 All right, title, and interest in and to all confidential information and intellectual property related to the Services (including the Marks, all Software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed, or licensed by us prior to, during the Term of, or after this Agreement, or employed by us in connection with the Services, shall be and remain, as among the parties, our or our Affiliates', our vendors', or our licensors' (as applicable) sole and exclusive property and all right, title, and interest associated with the Services, Equipment, and Software not expressly granted by us in this Agreement are deemed withheld. You may not use our Marks in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

14.2 You may not, nor may you permit any third party to do any of the following: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Service (or any part), Software, or Equipment, except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Service (or any part), Software, Equipment, or the Marks; (c) create derivative works of or based on the Service (or any part), Software, or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Service (or any part) or any Software; (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Service (or any part) or Software except as permitted in this Agreement; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Service (or any part), Software, or documentation or the Marks.

14.3 If we provide you with copies of or access to any Software or documentation, unless otherwise expressly stated in writing, that Software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the applicable Service and solely for you to access and use the Software and documentation to receive the relevant Services for its intended purpose on systems owned or licensed by you. Software can only be used with certain computer operating systems and it is your responsibility to ensure that you have the appropriate hardware and software to use the Software.

14.4 You shall not take any action inconsistent with the stated title and ownership in this Section 14. You will not file any action, in any forum that challenges the ownership of any part of the Service or any Software, materials, or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the Service in the event of a challenge by you.

14.5 If you are acquiring any Services on behalf of any part of the United States Government (**Government**): (a) any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause of FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement; and (b) we are the contractor/manufacturer, with the address set forth in this Agreement.

15 Assignment

15.1 Any attempt to transfer or assign this Agreement in whole or part, or rent, lease, sell, sublicense, or otherwise transfer any licensed rights, without our prior written consent, including by operation of law, transfer of voting control of you or your parent or otherwise, is prohibited and voidable by us and, in such event we may: (a) suspend Services at any time and without notice, (b) hold you and your guarantors liable for all obligations incurred by such purchaser or transferee, and (c) offset funding and obligations incurred on your accounts without regard to whether such funding or obligations relate to activities of you or of such purchaser or transferee.

15.2 If you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to: (a) refuse to acknowledge such assignment unless accompanied by an authorization to both initiate debits or credits to the bank account of the assignee; (b) terminate this Agreement

immediately; or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of \$100 per transfer.

15.3 Subject to Card Organization Rules, and without providing notice to you or obtaining your consent, we may assign or transfer this Agreement and our rights, duties, and obligations under this Agreement, and may delegate or subcontract our rights, duties, and obligations, in whole or in part, to any Person. In addition, another Visa and Mastercard member may be substituted for Bank under whose sponsorship this Agreement is performed with respect to Visa and Mastercard transactions. Upon such substitution, such other Visa and Mastercard member shall be responsible for all obligations required of Bank, including full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

15.4 If this Agreement is assigned with our permission or by operation of law, the restriction against assignment shall continue to apply to the assignee, who will not be authorized to further assign this Agreement except as described in this Section.

16 Term; Events of Default

16.1 This Agreement becomes effective only when approved by our Credit Department. We reserve the right to immediately suspend or terminate your account and this Agreement if you fail to meet our credit policies even if your account has been activated to submit transactions prior to your approval by our Credit Department.

16.2 The initial term of this Agreement is 3 years from the date of your approval by our Credit Department (the **Initial Term**). After the Initial Term, subject to Section 16.3, this Agreement shall automatically extend for additional period of 1 year each (each an **Extended Term**). The Initial Term and all Extended Terms are the **Term** of this Agreement.

16.3 A party may give written notice to the other party, not later than 30 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. Should you fail to notify us in writing that you wish to terminate this Agreement under this Section 16.3, you agree that you will continue to be charged certain fees pursuant to this Agreement even if you are not using your account. If you have an Equipment lease, termination of this Agreement does not terminate that Equipment lease.

16.4 We may terminate this Agreement or suspend any or all of the Services immediately and without notice in the following circumstances (each, a **Default**):

- (a) a material adverse change in your business, financial condition, or business prospects;
- (b) any assignment or transfer of voting control of you or your parent or sale of all or a substantial portion of your assets;
- (c) irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by us, or any Card Organization, or any other Person, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us;
- (d) you breach any of your representations, warranties or covenants in this Agreement or you default in any material respect in the performance or observance of this Agreement, or in any agreement with any of our respective Affiliates, including the establishment or maintenance of funds in a Reserve Account, or any failure to notify us of any change to the information in your business profile;
- (e) your actions come under investigation by any Card Organization resulting in the Card Organization directing us to terminate or suspend our Services or this Agreement with you; or
- (f) you violate any applicable law or Card Organization Rule or we reasonably believe that termination of this Agreement or suspension of Services is necessary to comply with any law, including the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

16.5 We may suspend or terminate this Agreement or our provision of one or more Services to you without penalty if: (a) the Service is generally discontinued; (b) our arrangement with the Card Organization or third party vendor in relation to the Service expires or terminates; (c) we are directed to end the Service to you by any Card Organization; (d) we are prevented from providing the Service by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority; or (e) we are for any other reason no longer able to provide the Service.

16.6 We may also suspend Services to: (a) prevent damages to, or degradation of, our or a third party vendor's or network's system or network integrity (even if caused by a third party); (b) comply with any law, regulation, court order or other governmental request which requires immediate action; or (c) otherwise protect us or a third party vendor from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending any Services in these circumstances. If not commercially reasonable to give prior notice, we shall give notice to you as soon as commercially practicable thereafter. Availability of Services may vary due to events beyond the control of us or our third party vendors. In the event of a suspension of a Service under this Section, we or the applicable third party vendor shall promptly restore the Services after the event giving rise to the suspension has been resolved.

16.7 Subject to Section 16.8, you can terminate this Agreement without the imposition of an Early Termination Fee, if we notify you of an increase to your fees or add new fees, and you notify us that you are terminating this Agreement within 30 days of our notice. If you do not notify us in the required period, you are deemed to have accepted the fee changes.

16.8 Your right to terminate without the imposition of an Early Termination Fee, under Section 16.7 does not apply to increases in rates or any other charges or new fees imposed on us by third parties (including the Card Organizations) which we pass on to you in accordance with Section 6.5, or where we adjust your fees in

accordance with Section 6.4. Any termination in these circumstances shall be considered a breach of this Agreement.

16.9 The expiration or termination of this Agreement shall not affect the obligations and rights of the parties pursuant to provisions of this Agreement, which by their nature are intended to survive, including Sections 8, 10, 12, 14, 17, 19, 26, and 27. After expiration or termination of this Agreement, or your subscription to a particular Service for any reason, (a) your right and license to access and use the Software and documentation associated with the Service shall immediately cease and, within 5 days after such event, you shall either return to us or destroy all Software and documentation provided to you by us and shall so certify to us in writing; and (b) you shall continue to bear total responsibility for all transactions you have submitted to us and all Chargebacks, fees, Card Organization fines imposed on us as a result of your acts or omissions, credits and adjustments resulting from Card transactions processed pursuant to this Agreement, and all other amounts then due or which may become due under this Agreement. On termination due to a Default, all amounts owing to us shall be immediately due and payable.

16.10 If you file for protection under the U.S. Bankruptcy Code, or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws, and you continue to use our Services, it is your responsibility to open new accounts to distinguish pre and post filing obligations. You acknowledge that as long as you utilize the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that event, you will be responsible for submitting an accounting record supporting any adjustments that you may claim.

16.11 The Card Organizations maintain merchant lists such as the Member Alert To Control High-risk merchants (**MATCH**) who have had their merchant agreements or card acceptance rights terminated for cause. If this Agreement is terminated for cause, you (a) agree that we may report your business name, and the names and other information regarding your principals, to the Card Organizations for inclusion on such list(s); and (b) waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

17 Reserve; Security Interest

17.1 You agree that in addition to any other rights we have under this Agreement, we may establish a Reserve consisting of cash or other assets that we will hold to satisfy your obligations, or potential obligations, under this Agreement or any other agreement with us or our Affiliates.

17.2 The amount of the Reserve shall be set by us in our sole discretion based upon your processing history and the potential risk of loss to us, as we may determine.

17.3 The Reserve shall be fully funded upon 3 days' notice to you, or immediately in instances of suspected fraud or a Default.

17.4 The Reserve may be funded by all or any combination of: (a) one or more debits to your Settlement Account, or any other accounts held by Bank or any of its Affiliates, at any financial institution maintained in your name or in the name of any of your principals, or any of your guarantors, or if any of same are authorized signers on such account; (b) any payments otherwise due to you from us or our Affiliates; or (c) any other collateral that you agree to provide and we agree to accept in our mutual discretion.

17.5 If this Agreement is terminated by any party, an immediate Reserve may be established without notice in the manner provided above. In these circumstances, the Reserve will be held by us for 10 months after termination of this Agreement, or for such longer period as is consistent with resolution of all liability from your Card acceptance including Chargebacks, fines, fees, or obligations of any other kind.

17.6 Any funds we hold in Reserve represent general payment obligations to you which do not become due until all potential contingent liabilities arising from your Card transactions have expired or lapsed. We may set-off any obligations that you owe to us before returning the balance of the Reserve. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in the Reserve, and we shall be entitled to accrued interest in such funds.

17.7 Notwithstanding Section 17.6, you agree that we have a security interest in all funds or other assets that we hold in Reserve, and to provide us with any documentation we may request to perfect our security interest in the Reserve.

17.8 If any funds we hold in Reserve are not sufficient to cover the Chargebacks, adjustments, fees, and other charges and amounts due from you, or if the funds in Reserve have been released, you agree to immediately pay us such sums upon request.

18 Account Information

18.1 You are solely responsible for: (a) ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the Services, including any menus loaded onto a Device; (b) verifying that all information and data loaded onto a Device by us, or our service providers at your request, are accurate prior to your business use of such Device; and (c) immediately notifying us should any information you have provided to us become inaccurate or misleading. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

18.2 Upon request, you will provide us and our Affiliates quarterly financial statements within 45 days of the end of each fiscal quarter and annual audited financial statements within 90 days of the end of each fiscal year. Any financial statements provided must be prepared in accordance with generally accepted accounting principles. You will also provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

18.3 You authorize us and our Affiliates to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept this Agreement and our continuing evaluation of your financial and credit status. We may also access and use information which you have provided to us for any other reason.

18.4 Upon request, you shall provide to us and our Affiliates or our representatives or regulators (as well as those of the Card Organizations) reasonable access to your facilities and records for the purpose of performing any inspection (including of Equipment) and copying of books and records deemed appropriate. You shall pay the costs incurred by us or our Affiliates for such inspection, including costs incurred for airfare and hotel accommodation.

18.5 You authorize us to share information provided by you in your Application or otherwise with other relevant organizations, including those involved in the provision of the Services.

19 Audit Rights

19.1 Upon notice to you, we may audit your usage, records and security, your customer's payment processing information, and the Services to ensure that (a) you are using the Services in full compliance with this Agreement; (b) all applicable fees have been paid; and (c) you are in full compliance with all applicable laws, regulations and rules (including Card Organization Rules). Any such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

19.2 You shall cooperate fully with any investigation or audit we or any Card Organization may undertake in relation to data security and you authorize us to share the details of any questionnaire or compliance report with the Card Organizations.

20 Software Updates and Maintenance

20.1 We may perform maintenance on Software or Services which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we may contact you in order to assist you with the Software or Services and obtain information needed to identify and fix any errors.

20.2 We may, at our discretion, release enhancements, improvements, or other updates to any Software. If we notify you of any such update, you shall integrate and install such update into your systems within 30 days of your receipt of such notice. You acknowledge that failure to install any updates in a timely fashion may impair the functionality of the Software or Services. We shall have no liability for your failure to properly install the most current version of any Software or any update, and we shall have no obligation to provide support or services for any outdated versions.

20.3 You acknowledge and understand that certain Software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the Software itself. You shall not, in any event or in any manner, impede the update process. You agree to assume full responsibility and indemnify us for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process.

20.4 We and our Wireless Vendor(s) reserve the right to make changes in the configuration of Wireless Services, Wireless Networks, wireless Equipment, Wireless Software, rules of operation, accessibility periods, identification procedures, type and location of Equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms, and designation of the control center serving you at the particular address.

20.5 The default version and functionality of Clover Software applications that are accessible at the time you acquire a Clover Device may vary.

21 Accessing Services via Wireless Service, the Internet or Third Parties

21.1 You may access certain of our Services through a Device using a wired (Ethernet) or wireless (Wi-Fi or cellular) connection to the internet. You are solely responsible for the payment of any fees that may be imposed by your internet/data provider. Your use of any Services accessed wirelessly or through the internet is subject to: (a) the terms of any agreements you have with your internet/data provider; and (b) availability, transmission range, and uptime of the Services and any wireless Equipment.

21.2 You agree that we shall not be liable to you for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (a) any termination, suspension, delay or disruption of Service (including billing for a Service) by the internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of any of the Services, the internet, or any communications network, facility, or Equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; (c) your failed attempts to access any Services or to complete transactions via any of the Services; or (d) any failure to transmit, obtain or collect data or for human, machine, or software errors or faulty or erroneous input by you.

21.3 We may alter which Devices and browsers are approved as compatible with particular Services in our discretion.

21.4 If a Service relies on online connectivity to provide up-to-date data, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

22 Service Integration

22.1 Unless otherwise agreed in writing, you have the sole responsibility to select and employ any competent programming agent(s) to accomplish any programming required to make your systems function correctly with our platforms (**Integration**). You shall be responsible for all technical support for your systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete any Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration.

22.2 You acknowledge that unless and until you complete any Integration, no Services which require such Integration shall need be provided by us to you pursuant to this Agreement.

22.3 Upon your request to us, and upon payment of any applicable fees, we may provide you with set-up services to assist with any Integration.

23 Security

23.1 You are solely responsible for establishing and maintaining Card Organization Rule compliant security policies and procedures to prevent unauthorized access to and use of Cardholder Information or any other data, including by implementing: (a) all steps required to comply with the PCI DSS, including ensuring all third parties and software use by you in connection with your payment processing are compliant with PCI DSS; (b) appropriate controls to limit access to, and render unreadable prior to discarding, all Cardholder Information and other data; (c) firewalls, passwords and other appropriate security features to protect against unauthorized access to your terminals, systems, the Services and any Software by your employees, contractors, customers, or by any other Person (including instituting appropriate controls to prevent employees or others from submitting credits that do not reflect bona fide returns or reimbursements of earlier transactions); and (d) any other reasonable protective techniques suggested by us. You are required to provide information to us regarding your PCI-DSS compliance when requested, including but not limited to an annual questionnaire that we will make available to you.

23.2 If you become aware of any loss, theft or unauthorized use of any data and/or any suspected breach of your systems or any suspicious transactions or fraudulent activity or if any other Data Incident occurs, you shall (a) immediately notify us (and, as required under the Card Organization Rules, each Card Organization); (b) cooperate fully with any investigation into such matter by us or any Card Organization; (c) investigate the matter and perform all remedial actions reasonably specified by us; (d) not, without our prior written consent, take any action, or fail to take any action, which prejudices our rights under this Agreement; (e) not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any Data Incident without our prior written consent. If you do so, it will be at your own expense; and (f) grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile (and you agree and authorize payment for the additional scan). We reserve the right to deny you access to the Services, in whole or in part, if we believe that any loss, theft or unauthorized use of any data or access information has occurred.

23.3 You are responsible for all electronic communications sent to us or to any third party. When we receive communications from you we will assume you sent it to us.

23.4 You will not obtain ownership rights in any Cardholder Information. You must not use, disclose, store, sell or disseminate any Cardholder Information except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests, or similar issues involving Card transaction.

24 Supply of Equipment

24.1 We will sell to you, and you will buy from us equipment identified in Equipment Documents as being sold to you (individually and collectively, the **Purchased Equipment**). We will rent to you and you agree to accept and rent from us Equipment identified in Equipment Documents as being rented to you (individually and collectively, the **Rental Equipment**).

24.2 Any Equipment sold or rented to you is being sold or rented to you solely for business use and not for household or personal use.

24.3 Warranties, if any, for the Equipment or any related Software will be contained within the packaging and originate from the applicable third party provider or manufacturer (**Vendor**) not us.

24.4 You acknowledge that any Equipment and/or Software you purchase or rent from us may not be compatible with another processor's systems. We do not have any obligation to make such Software and/or Equipment compatible with any other processing systems. If you elect to use another processing service provider on termination of this Agreement, you acknowledge that you may not be able to use the Equipment and/or Software rented or purchased under this Agreement.

24.5 We will provide you supplies as requested by you. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to this Agreement.

24.6 We will deliver the Equipment to the site you designate. You are deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation; (b) delivery to you if your site is not prepared and ready for installation; or (c) for Equipment that we have not agreed to install for you, 7 days after shipment of each such piece of Equipment. The rental period for each piece of Rental Equipment starts on the

date the Equipment is deemed accepted and terminates at the scheduled termination date in the Equipment Documents.

24.7 You will prepare the installation site(s) for the Equipment, including the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date. Any alterations required for installation of Equipment will be done at your expense.

24.8 You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall not use the Equipment, or permit the Equipment to be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

24.9 You may not relocate, remove, disconnect, modify or in any way alter any Equipment without our prior consent.

24.10 You are responsible for safeguarding Equipment from (and shall immediately notify us of any) loss, damage, unauthorized use, misuse or theft.

24.11 You shall keep the Rental Equipment adequately insured against loss by fire, theft and all other hazards (**Comprehensive Coverage**). The loss, destruction, theft of or damage to the Rental Equipment does not relieve you of your obligation to pay the full purchase price or rent payable under this Agreement.

24.12 If Equipment is defective, you must immediately call the POS Help Desk. If necessary, we will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.

24.13 Rented Equipment may not be subleased at any time and you must keep all Equipment free of any claims, liens and legal processes initiated by creditors.

24.14 Promptly upon termination of all applicable rental periods, or promptly following any action by us following a Default, you shall deliver possession of all Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, except for reasonable wear and tear. For each item of Rental Equipment not so returned 14 calendar days after (a) termination of the applicable rental period, or (b) any action by us following a Default, you agree to pay us the greater of \$250, or the fair market value of such item of Equipment if it were in the condition described above, as determined by us.

24.15 Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.

24.16 You shall return Equipment in accordance with the procedure set out in the Your Payments Acceptance Guide. Rental fees may be continued until Equipment is returned.

24.17 You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price; and (b) all Rental Equipment and the related Software to secure payment of the monthly payments and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

24.18 You agree that in order to access any Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by us in our sole discretion. 24.1 We will sell to you, and you will buy from us equipment identified in Equipment Documents as being sold to you (individually and collectively, the Purchased Equipment). We will rent to you and you agree to accept and rent from us Equipment identified in Equipment Documents as being rented to you (individually and collectively, the Rental Equipment).

24.2 Any Equipment sold or rented to you is being sold or rented to you solely for business use and not for household or personal use.

24.3 Warranties, if any, for the Equipment or any related Software will be contained within the packaging and originate from the applicable third party provider or manufacturer (Vendor) not us.

24.4 You acknowledge that any Equipment and/or Software you purchase or rent from us may not be compatible with another processor's systems. We do not have any obligation to make such Software and/or Equipment compatible with any other processing systems. If you elect to use another processing service provider on termination of this Agreement, you acknowledge that you may not be able to use the Equipment and/or Software rented or purchased under this Agreement.

24.5 We will provide you supplies as requested by you. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to this Agreement.

24.6 We will deliver the Equipment to the site you designate. You are deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation; (b) delivery to you if your site is not prepared and ready for installation; or (c) for Equipment that we have not agreed to install for you, 7 days after shipment of each such piece of Equipment. The rental period for each piece of Rental Equipment starts on the date the Equipment is deemed accepted and terminates at the scheduled termination date in the Equipment Documents.

24.7 You will prepare the installation site(s) for the Equipment, including the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date. Any alterations required for installation of Equipment will be done at your expense.

24.8 You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall not use the Equipment, or permit the Equipment to be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

24.9 You may not relocate, remove, disconnect, modify or in any way alter any Equipment without our prior consent.

24.10 You are responsible for safeguarding Equipment from (and shall immediately notify us of any) loss, damage, unauthorized use, misuse or theft.

24.11 You shall keep the Rental Equipment adequately insured against loss by fire, theft and all other hazards (Comprehensive Coverage). The loss, destruction, theft of or damage to the Rental Equipment does not relieve you of your obligation to pay the full purchase price or rent payable under this Agreement.

24.12 If Equipment is defective, you must immediately call the POS Help Desk. If necessary, we will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.

24.13 Rented Equipment may not be subleased at any time and you must keep all Equipment free of any claims, liens and legal processes initiated by creditors.

24.14 Promptly upon termination of all applicable rental periods, or promptly following any action by us following a Default, you shall deliver possession of all Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, except for reasonable wear and tear. For each item of Rental Equipment not so returned 14 calendar days after (a) termination of the applicable rental period, or (b) any action by us following a Default, you agree to pay us the greater of \$250, or the fair market value of such item of Equipment if it were in the condition described above, as determined by us.

24.15 Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.

24.16 You shall return Equipment in accordance with the procedure set out in the Your Payments Acceptance Guide. Rental fees may be continued until Equipment is returned.

24.17 You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price; and (b) all Rental Equipment and the related Software to secure payment of the monthly payments and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

24.18 You agree that in order to access any Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by us in our sole discretion (**Wireless Equipment**).

24.19 You agree to obtain any and all licenses, permits, or other authorizations required by the Federal Communications Commission (FCC) or any other regulatory authority, if any, for the lawful operation of any Wireless Equipment used by you. You shall promptly provide us with all such information as we may reasonably request with respect to matters relating to the rules and regulations of the FCC.

25 Clover Care

25.1 If you purchase Clover Care, **Included Equipment** means equipment listed in the Equipment Details section of this Agreement. Clover Care replaces, at no additional charge to you, Included Equipment that has failed during the Clover Care Term due to manufacturer defects in materials or workmanship, normal wear and tear from use in your business, and accidental damage from handling. Merchants with Included Equipment located in New York: see below for material limitations on Clover Care protection.

25.2 Clover Care protection begins when we ship you the Included Equipment and continues for three years from that date, (the Clover Care Term). Clover Care protection extends to replacement devices for the remainder of the original unit's Clover Care Term.

(a) During the Clover Care Term, Clover Care protection is limited to 3 replacements per device listed in this Agreement.

(b) We reserve the right to replace Included Equipment with refurbished units. You acknowledge that Clover Care protection extends only to the functionality of devices, and not to cosmetic appearance or other non-functional matters.

(c) If the model of unit to be replaced is no longer in inventory, we reserve the right to replace that unit with a model of the same or better functionality. Under no circumstances will we pay or credit you with cash in lieu of a replaced unit.

25.3 For assistance with a failed unit, contact Customer Service. If we confirm that the unit is eligible for replacement, we will ship you a replacement unit at no additional cost. We reserve the right to replace each failed unit of your Included Equipment with refurbished equipment. You may elect to purchase a new unit at our then-current rates if you do not want a refurbished unit, but we will not apply any credit to the purchase price of a new unit.

25.4 You must return each failed unit and its related accessories to us within 45 days after receiving the replacement unit. The package containing the replacement unit will include a prepaid shipping label for returning the failed unit. You must ship the failed unit (including any related unit accessories) in the same container we used to ship you the replacement unit. If you do not return a failed unit (or any related accessories) to us within 45 days, we will charge you our then-current rate for that unit or accessory.

25.5 Exclusions

Clover Care does not:

(a) Replace or otherwise protect Included Equipment in cases of loss, theft, intentional damage, or damage to units incurred incidentally to fire or flood damage to your business premises. Clover Care is void if you breach

this Agreement or your merchant processing agreement. Clover Care is not insurance nor a substitute for insurance; or

(b) Apply to defects or damage resulting from software, interfaces, or supplies we do not provide; loss or damage in transit between your locations; your or your vendors' or users' improper site preparation; or failure to follow written instructions on proper use of the Included Equipment.

(c) Merchants with Included Equipment located in New York: see below for material additional exclusions.

25.6 We may charge you our then-current rate for any returned unit that (1) the Agreement excludes from Clover Care, (2) has an expired Clover Care Term, (3) does not match the serial number of a unit for which you purchased Clover Care, or (4) results in a no-problem found claim (an **NPF Claim**). An NPF Claim will result if a factory technician could not reproduce your reported defect in the returned unit or the returned unit performs to specifications within the factory's automated quality assurance testing program.

25.7 New York Merchants

For Included Equipment located in New York, Clover Care protection does not include damage arising from normal wear and tear (except as arising from product defect) or accidental damage from handling.

(a) Subject to the conditions and exclusions set forth in this Agreement, Clover Care replaces, at no additional charge to you, Included Equipment that has failed due to manufacturer defects in materials or workmanship.

(b) In addition to the exclusions above, Clover Care does not replace or otherwise protect Included Equipment arising from causes other than manufacturer defects in material or workmanship, including without limitation: damage resulting from smashed or cracked units or screens; extraneous materials in the interior of the unit; contact with liquids; missing unit covers; melted or burnt units; cosmetic damage; your or your vendors' or users' improper or inadequate maintenance; or other visible damage. Clover Care is void if you breach this Agreement. Clover Care is not insurance nor a substitute for insurance.

(c) You acknowledge that the Fees charged by us are not reduced for Included Equipment located in New York, even though there are lesser protections provided and broader exclusions.

26 Compliance with Laws

26.1 You shall comply fully with the requirements of all applicable federal, state, and local laws and regulations related to your use of Software, Equipment, and each Service, and provision and use of any Cardholder Information, customer information and other POS data in connection with the Services. You shall not use the Services for illegal purposes.

26.2 You are solely responsible for obtaining all required permits and monitoring legal developments applicable to the Services and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

26.3 Notwithstanding the capability of certain Services to collect and store customer information and to allow your customers to elect to receive marketing materials from you, some states may limit your use of such information once collected, even if the customer has provided his consent, and/or your disclosure of such information to third parties. You acknowledge and agree that (a) your use of any customer information obtained in connection with the Services may be subject to local, state, and/or federal laws, rules, and regulations, (b) you are solely responsible for knowing such laws, rules, and regulations, and (c) you will at all times strictly comply with all such laws, rules, and regulations.

27 Indemnification

27.1 You agree to indemnify and hold us, our Affiliates, agents, and third party service providers harmless from and against all losses, liabilities, damages and expenses arising from: (a) any breach or misrepresentation by you under this Agreement; (b) your or your employees' or your agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) your use of the Services, including any Software or Equipment provided under this Agreement; (d) any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer); (e) your use of any Cardholder Information or other customer information obtained in connection with your use of the Services; (f) the content or delivery of any marketing messages that you send or cause to be sent to any customer; or (g) any other persons authorized or unauthorized access and/or use of any Service, Software, or Equipment, whether or not using your unique username, password, or other security features.

27.2 Subject to the limitations set forth in Section 10.3, we agree to indemnify and hold you harmless from and against all losses, liabilities, damages and expenses directly resulting from any breach or misrepresentation by us under this Agreement or directly arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this indemnity obligation shall only apply to Bank in relation to the Services provided by it hereunder.

28 Arbitration

28.1 This arbitration provision shall be broadly interpreted. If you have a Dispute with us that cannot be resolved informally, you or we may elect to arbitrate that Dispute in accordance with the terms of this arbitration provision rather than litigate the Dispute in court. In arbitration, there is no judge or jury, and there is less discovery and appellate review than in court.

28.2 Notwithstanding Section 28.1, you and we agree that the following will not be subject to arbitration: (a) disputes relating to the scope, validity, or enforceability of this arbitration provision; (b) any claim filed by you or us in which the amount in controversy is properly within the jurisdiction of a small claims court; and (c) any dispute related to the validity of any party's intellectual property rights.

28.3 If you or we elect to resolve your Dispute through arbitration pursuant to this arbitration provision, the party initiating the arbitration proceeding shall open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-495-4185, www.adr.org.

28.4 Because the Services provided to you under this Agreement concern interstate commerce, the Federal Arbitration Act (**FAA**) will govern this arbitration provision, including the issue of whether the Dispute is subject to arbitration. Any arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association (**AAA**). If there is a conflict between this arbitration provision and the AAA Rules, this arbitration provision shall govern. If the AAA will not administer a proceeding under this arbitration provision as written, it cannot serve as the arbitration organization to resolve your Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this arbitration provision as written. If there is a conflict between this arbitration provision and the rest of this Agreement, this arbitration provision shall govern.

28.5 A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect your information and other confidential or proprietary information. If the claim alleged in the Dispute is for \$10,000 or less, and the Dispute is not excluded based on Section 28.2 above, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the rules of the selected arbitration organization. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

28.6 If an award granted by the arbitrator exceeds \$50,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within 30 days from the date of entry of the written arbitration award. The arbitration organization will then notify the other party that the award has been appealed. The members of the three-arbitrator panel will be selected according to the AAA's Commercial Arbitration Rules. The three-arbitrator panel will issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

28.7 All parties to an arbitration must be individually named. There shall be no right or authority for any claims to be arbitrated or litigated on a class action, joint, or consolidated basis or on a basis involving claims brought in a purported representative capacity on behalf of the general public (such as a private attorney general), other clients, or other persons.

28.8 The arbitrator may award injunctive or similar relief only in favor of the individually named party and only to the extent necessary to provide relief warranted by that individual party's claim. The arbitrator may not award injunctive relief applicable to any class or similarly situated individual or groups.

28.9 The arbitration will take place in Suffolk County, NY.

28.10 We will pay arbitration filing fees and arbitrator's costs and expenses you notify us of prior to the commencement of the arbitration. You are responsible for all additional costs that you incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. If the arbitration is resolved in our favor, you shall reimburse us for the filing fees and costs paid up to the extent awardable in a judicial proceeding. If the arbitration is resolved in your favor, you will not be required to reimburse us for any of the fees and costs paid by us. Notwithstanding anything to the contrary in this arbitration provision, we will pay all fees and costs that we are required by law to pay.

28.11 If you do not wish to arbitrate disputes, you must notify us in writing within 30 days of the date that you first receive this Agreement by writing your name, address and account number as well as a clear statement that you do not wish to resolve disputes through arbitration and sending that notice either (a) by e-mail to arbitrationoptout@firstdata.com; (b) by fax at 402-916-2200; or (c) by mailing to Arbitration Opt Out Notice, 3975 N.W. 120th Avenue, Coral Springs, FL 33065 (these fax numbers and addresses are only for submitting the notice described in this section). Your decision to opt out of arbitration will have no adverse effect on your relationship with us or the Services provided by us.

28.12 If any part of Section 28.7 is found to be illegal or unenforceable, the entire arbitration provision will be unenforceable, and the Dispute will be decided by a court. If any other clause in this arbitration provision is found to be illegal or unenforceable, that clause will be severed from this arbitration provision, and the remainder of this arbitration provision will be given full force and effect.

28.13 You and we have agreed to waive the right to trial by jury.

29 Notices

29.1 All notices and other communications required or permitted under this Agreement (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing and sent:

- (a) if to you, to your email address or postal address appearing on the Application;
- (b) if to Processor, to its address appearing in the confirmation section, with a copy to Attention: General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065; and
- (c) if to Bank, to the address appearing on the confirmation section.

29.2 Notices shall be effective when actually received or, if sent by courier, when delivered. Notices sent to your last known e-mail address or postal address, as indicated in our records, shall constitute effective notice to you under this Agreement.

29.3 You must give us 30 days prior notice of any change to your address. Failure to provide us with a valid address may result in the termination of this Agreement.

29.4 Notwithstanding the above, all bankruptcy, credit reporting or collection related notices must be sent to the following address: Merchant Services Department, P.O. Box 675799 Marietta, GA 30006 Attn: Bankruptcy and Collection Notifications.

29.5 All notices must include your name(s) and merchant number(s).

30 Communications

30.1 You agree that we, our Affiliates, and our third party service providers and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number, or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

30.2 You consent to receiving commercial electronic messages, including email messages, SMS and text messages, and telephone calls, from us, our Affiliates, and our third party service providers and/or agents.

31 Whole Agreement; Waiver; Severability

31.1 This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, and supersedes any previous agreements and understandings.

31.2 A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

31.3 Except with respect to Section 28, the parties intend every provision of this Agreement to be severable, and, if any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

32 Amendment

32.1 We may modify this Agreement (including changing the fees or adding new fees) by 20 days written notice to you. Subject to Section 32.2, you may choose not to accept the change by terminating this Agreement by written notice within 30 days of our notice.

32.2 Notwithstanding Section 32.1, we may at any time modify this Agreement in accordance with Section 6.5 or to reflect changes in applicable law, the Card Organization Rules or security procedures, and your right of termination shall not arise in such circumstances.

33 Third Party Beneficiaries

33.1 Our Affiliates and any Persons we use in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as if they are a party to it. The rights of the parties to rescind or agree to any variations, waiver or settlement under this Agreement are not subject to the consent of any Person.

33.2 Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights or remedies under this Agreement.

34 6050W of the Internal Revenue Code

34.1 Under Section 6050W of the Internal Revenue Code, you will receive a Form 1099- K reporting the gross dollar amount of card transactions processed through your Merchant Account with us in each year.

34.2 Amounts reportable under Section 6050W are subject to backup withholding requirements. We will be required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) you fail to provide your taxpayer identification number (TIN) to us, or (b) if the IRS notifies us that the TIN (when matched with the name) provided by you is incorrect. Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.

35 Export Compliance

35.1 You agree not to export or re-export any Software, Equipment, or any underlying information except in full compliance with all applicable laws and regulations.

35.2 None of the Software, Equipment, or any underlying information may be downloaded or otherwise exported or re-exported (a) to any country to which the United States has embargoed goods (or any national or resident thereof); (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (c) in any manner not in full compliance with the

requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations. You warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

35.3 If you have rightfully obtained Software, Equipment, or any underlying information outside of the United States, you agree not to re-export the same except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained it.

36 No Investment Advice

36.1 We do not provide any business, investment or financial advice, and are not advocating any business decision or the sale or purchase of any real property, stocks, bonds, or securities.

36.2 We expressly state, and you hereby acknowledge, that any information services are provided solely for informational purposes and are not to be used as a substitute for independent financial investment advice nor are they intended to be relied upon by any person or entity, including you or your customers for the purposes of investment or other financial decisions.

37 Clover Security Plus

37.1 Clover Security Plus consists of a POS security monitor, the TransArmor Data Protection Service, and tools that you can use to help you meet your PCI DSS compliance obligations. Each of those services is described in more detail below. Clover Security Plus is provided to you by Processor and not by Bank.

37.2 The POS security monitor offers you monitoring, scanning, and anti-virus software for your POS computer systems.

37.3 The TransArmor Data Protection Service encrypts Cardholder Information at the point of transaction and replaces it with a unique identifier (a **token**) that is returned with the Authorization response. You must use the token you receive with the authorization response instead of the card number for all other activities associated with the transaction, including settlement, retrieval, Chargeback, or adjustment processing as well as transaction reviews. If you fully deploy and use the TransArmor Data Protection Service, the token returned to you with the Authorization response cannot be used to initiate a financial sale transaction by an unauthorized person outside your POS systems or the systems where you store your Transaction Data. The TransArmor Data Protection Service can only be used with a POS Device, gateway, or service that we have certified as being eligible for the TransArmor Data Protection Service. The TransArmor Data Protection Service is provided to you by Processor and not by Bank.

37.4 We also give you access to tools that you can use to help you meet your PCI DSS compliance obligations. Although you must also comply with all laws and Card Organization Rules relating to data security, including the PCI DSS, you are not required to use our tools to do so. Our tools consist of an on-line PCI DSS SAQ and on-line scans for up to 5 POS devices. By completing the SAQ, you are confirming that you follow certain data security protocols. If the Card Organization Rules require you to submit to quarterly or other periodic PCI-approved vulnerability scans (for example, if you accept internet transactions), the on-line scans we make available to you will enable you to meet that requirement. If, within 60 days from the date this Agreement is submitted to us with your signature and on an annual basis after that, you choose to (a) complete the SAQ or (using PCI-approved methods) provide us with other written evidence of your PCI DSS compliance, (b) obtain any PCI-approved scans required by the Card Organization Rules, and (c) remediate vulnerabilities identified by the scans in ways that enable you to comply with the Card Organization Rules and applicable standards (including the PCI DSS), then you will avoid paying the monthly Non-Receipt of PCI Validation fee. If you materially change the systems you use to accept payments, you will need to promptly complete a new SAQ, or (using PCI-approved methods) promptly provide us with other written evidence of your PCI DSS compliance, in order to avoid paying the monthly Non-Receipt of PCI Validation fee.

37.5 We will provide you with the Liability Waiver described in this Section 37.5 if none of the exclusions below apply. If you have a Data Incident, for each MID you have with us, we will waive (a) up to \$25,000 of liability for PCI Upgrade Costs, and (b) up to \$100,000 of liability for other Data Incident Expenses. These limits are subject to a \$500,000 cap for all Data Incident Expenses. These limitations apply during each 12-month period from January 1 through December 31, regardless of the number of Data Incidents you may experience. The Liability Waiver applies only while you are using and paying for Clover Security Plus. The Liability Waiver will not apply to any of the following: (a) any Data Incident that began before you started using Clover Security Plus or that is reported to us after you stopped using Clover Security Plus; (b) any fines or assessments against you that are not the direct result of a Data Incident; (c) any repeated Data Incidents, unless between the repeated events a qualified security assessor certified you as PCI-compliant; (d) any routine or recurring expenses for security assessments, regulatory examinations, or compliance activities; (e) any Data Incident that occurs during any period of time that (1) a Card Organization has categorized you as a Level 1 or Level 2 merchant, or (2) you have processed more than 6 million transactions during the 12-month period before the Data Incident; (f) any expenses (other than Data Incident Expenses) incurred to bring you into compliance with the PCI DSS or a similar security standard; or (g) any Data Incident Expenses that arise out of an uncontrollable event or any intentional, reckless, or grossly negligent misconduct on your part.

37.6 Use of Clover Security Plus does not (a) guarantee compliance with any laws, Card Organization Rules, or applicable standards (including the PCI DSS), (b) affect your obligation to comply with laws, Card Organization Rules, and applicable standards (including the PCI DSS), or (c) guarantee protection against a Data Incident. We make no promise that use of Clover Security Plus will detect every vulnerability on your system, or that our

vulnerability assessments, suggested solutions, or advice are error-free or complete. You agree that we are not responsible or liable for the accuracy or completeness of any information provided by us. Your use of Clover Security Plus involves inherent risks, including system performance, availability, and data corruption. You have sole responsibility to backup and/or otherwise protect your data, systems, and service.

37.7 You must comply with all rules or procedures relating to Clover Security Plus (or any component of Clover Security Plus) that we give you from time to time. You must also implement all updates to Clover Security Plus within a reasonable period after you receive them. You are solely responsible for backing up and/or otherwise protecting your data, systems, and service.

38 Interpretation; Definitions

38.1 The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement. References in this Agreement to include, including, or in particular shall not be given a restrictive meaning and shall be interpreted without limitation. Reference to any legislation is to such legislation as amended or supplemented in the future.

38.2 Certain terms used in this Agreement are defined below:

Affiliate: a Person that, directly or indirectly, (i) owns or controls a party to this Agreement or (ii) is under common ownership or control with a party to this Agreement.

Anticipated Interchange and Program Pricing Level: your initial anticipated Card Organization interchange and program pricing rates.

Application: Sections 1 through 5 of this Agreement.

Authorization: approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only that the Issuer has confirmed there is sufficient availability of funds on the Cardholder's account at the time the Authorization is requested.

Authorization and Capture: the communication of instructions from your POS or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information.

Card: See either Credit Card or Debit Card.

Cardholder: the Person whose name is embossed on a Card and any authorized user of such Card, also referred to as a Card Member by American Express.

Cardholder Information: the data contained on a Card, or otherwise provided to you, that is required by the Card Organization or us in order to process, approve and/or settle a Card transaction, including the names, addresses and Card account numbers of Cardholders.

Card Organization: any entity formed to administer and promote Cards, including Mastercard Worldwide (Mastercard), Visa U.S.A., Inc. (Visa), DFS Services LLC (Discover Network), PayPal, Inc. (PayPal), American Express Travel Related Services Company, Inc. (American Express) and any applicable debit networks.

Card Organization Rules: the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

Card Replacement Costs: the costs you are obligated to pay to comply with the written demand of a Card Organization to reproduce and distribute cards arising from a Data Incident.

Chargeback: a Card transaction (or disputed portion) that is returned to us by the Issuer. You are responsible for payment to us for all Chargebacks.

Clover: Clover Network, Inc.

Clover Service: the website associated with Clover, the object code version of Clover software applications (whether owned or licensed by Clover) resident on a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) that are designed to assist with the management of your business and enable payment processing at the point of sale, and any materials, documentation, and derivative works released by us.

Credit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network, PayPal or American Express (or any other Card Organization specified by us in writing) and authorizing the Cardholder to buy goods or services on credit.

Data Compromise: the exposure of card information that compromises the security, confidentiality, or integrity of personally identifiable information.

Data Incident: actions, omissions, unauthorized access, intrusions, or security breaches resulting in a Security Failure and ensuing Data Compromise, as identified in a Card Organization's formal notice. Regardless of the number of unauthorized accesses, security breaches, or Data Compromise events, all activities resulting from (1) common intruders or a conspiracy of intruders, (2) unauthorized software installations, or (3) continuous or repeated actions, or exposure to the same general harmful condition, will be considered a single Data Incident. A Data Compromise stemming from either: (i) multiple intrusions into your computer system enabled by a worm, key logger, or the like, or (ii) the repeated use of a stolen or compromised password or access code, will also be deemed to arise out of a single Data Incident.

Data Incident Expenses: (a) any of your obligations to us for liability imposed by Card Organizations arising from a Data Incident, including, PCI Upgrade Costs and Card Replacement Costs; and (b) the costs of a security assessment conducted by a qualified security assessor approved by a Card Organization or PCI to determine the cause and extent of a Data Incident. Data Incident Expenses do not include (1) any cost for Mitigation Services or to notify consumers about a Data Incident; (2) interchange fees, Chargeback expenses or the amount of any

transaction returned to you, the Bank or us; or (3) any other damage, legal expenses, punitive or exemplary damages, legal or regulatory fines or penalties.

Debit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network or American Express or any debit network that is used to access funds in a Cardholder's bank account or a prepaid account.

Device: a tablet, smartphone, or other mobile or fixed form factor identified by us as compatible with and capable of accessing and/or supporting a particular Service.

Discount Rate: a percentage rate or amount charged to a merchant for processing its qualifying daily Credit Card and Non-PIN Debit transactions, as set forth in the Application.

Dispute: any dispute, claim, or controversy related to or arising under any aspect of your relationship with us, whether directly with Processor and/or Bank, or indirectly with any other Person or entity related to the relationship, and arising at any time during, before, or after that relationship.

Equipment: equipment rented to or purchased by you under this Agreement and any Equipment Documents.

Equipment Documents: documents setting out additional terms on which Equipment is rented to or purchased by you under this Agreement.

General Terms: these general terms and conditions on which the Services are provided, including any amendments or modifications.

Foreign Currency: a currency other than the Local Currency and supported by us for a particular service.

GeP Transaction: a card not present transaction between you and a Cardholder using a Card type approved by us, in which you present the price for the product or service in a Foreign Currency in a card not present environment and the Cardholder authorizes (a) the price in a Foreign Currency to be submitted to a Card Organization for settlement, and (b) that the Cardholder's account will be charged for the price in the Foreign Currency.

GeP Service: the merchant pricing of goods and services in a Foreign Currency and the activity undertaken by us and/or a GeP Service Provider to authorize, process, and settle GeP Transactions.

Issuer: the financial institution or Card Organization that has issued a Card to a Person.

Local Currency: the currency associated with your place of domicile and approved by us.

Marks: names, logos, emblems, brands, service marks, trademarks, trade names, tag lines, or other proprietary designations.

Merchant Account: an account set up for you that requires a card processor, bank, merchant ID, terminal ID, merchant account number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one Merchant Account..

MID: merchant identification number.

Mitigation Service: a service provided to a Cardholder whose information is the subject of a Data Incident, where the primary purpose of the service is to mitigate the effects of the Data Incident, including identity theft education and assistance and credit monitoring.

Non-PIN Debit: a transaction using a Debit Card that is processed without the use of a PIN.

Non-Qualified Fee: the difference between the interchange or program pricing associated with the Anticipated Interchange and Program Pricing Level and the interchange or program pricing associated with the more costly interchange or program pricing level at which the transaction actually processed.

Non-Qualified Surcharge: a surcharge applied to any transaction that fails to qualify for the Anticipated Interchange and Program Pricing Level and is therefore downgraded to a more costly interchange or program pricing level. The Non-Qualified Surcharge (the amount of which is set out on the Fee Schedule) is in addition to the Non-Qualified Fee, which is also your responsibility.

PCI: Payment Card Industry.

PCI DSS: Payment Card Industry Data Security Standard, as amended from time to time.

PCI Upgrade Costs: the costs you agree to incur to upgrade payment acceptance and processing hardware and software to enable you to accept and process cards in a manner compliant with the PCI DSS.

Person: an individual, corporation, partnership, sole proprietorship, trust, association or any other legally recognized entity or organization, other than you or us.

PIN: a Personal Identification Number entered by the Cardholder to submit a PIN Debit transaction.

PIN Debit: a transaction using a Debit Card where a Cardholder enters a PIN via a PIN Pad.

Reserve: funds that are otherwise payable to you which we hold to secure your obligations under this Agreement, pursuant to Section 17 of this Agreement. The Reserve may also refer to other collateral that you may provide to us to secure such obligations.

Reserve Account: our records and accounting of such funds or other collateral.

Security Failure: (a) a failure of your computer systems' security to prevent computer data infiltration, (b) theft of your hardware or firmware on which data is stored or processed, (c) theft of your passwords or access codes, or (d) physical loss of your information.

Services: the activities undertaken by us to authorize, process, and settle Card transactions undertaken by Cardholders at your location(s), and all other services provided by us under this Agreement.

Settlement Account: an account or account(s) at a financial institution designated by you as the account to be debited and credited by us for Card transactions, fees, Chargebacks and other amounts due under this Agreement or in connection with this Agreement.

Software: all software, computer programs, related documentation, technology, know-how and processes embodied in the Equipment (i.e. firmware) or otherwise provided to you under this Agreement. For the avoidance of doubt, the term Software shall not include any third party software available as part of a Third Party Service or which may be obtained by you separately from the Services (e.g. any applications downloaded by you through an application marketplace).

Third Party Services: services, products, promotions or applications provided by someone other than us.

Transaction Data: data collected as part of performing Services for you.

Transaction Rate: the then-current Foreign Currency exchange rate used by the Card Organizations or their designee to convert the net funding amount into the Local Currency.

Wireless Networks: certain cellular telephone and data networks to which we have access through Wireless Vendors.

Wireless Services: wireless data communication services that use radio base stations and switching offered by Wireless Networks in order to allow you to capture and transmit to us certain wireless Card Authorization transactions or to transmit other communications to our system.

Wireless Software: wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from our systems onto the wireless equipment.

Wireless Vendors: one or more third party vendors selected by us in our sole discretion through whom we have acquired the right to resell Wireless Services.

You, Your: the merchant signing this Agreement.

Your Payments Acceptance Guide: the information prepared by us, containing operational procedures, instructions and other rules and requirements relating to Card transactions.

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

☐ 8. Confirmation

Processor Information

Name

**Express Merchant Processing Solutions
(a division of First Data Merchant
Services LLC)**

Address

**4000 Coral Ridge Dr., Coral Springs, FL
33065**

URL

www.firstdata.com

Customer Service #

1-877-273-8191

Please read this entire Agreement. It describes the terms on which we will provide merchant processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. Your Discount Rates and other fees are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).

2. We may debit your bank account (also referred to as your Settlement Account) for amounts owed to us.

3. You are liable for Chargebacks and there are many reasons why a Chargeback may occur. When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.

4. If you wish to dispute any charge or funding, you must notify us within 60 days of the date of the statement on which the charge or funding appears.

5. This Agreement limits our liability to you. See Section 10 of the General Terms & Conditions for further details.

6. We have assumed certain risks by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).

7. By executing this Agreement with us you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.

8. Arbitration: This Agreement contains a binding arbitration provision in Section 28 that affects your rights under this Agreement with respect to all Services.

Information about Bank:

- a) Your Bank, who is a Visa and MasterCard Member Bank, is Wells Fargo Bank, N.A. (Bank), PO Box 6079, Concord, CA 94524, (844) 284-6834.
- b) Bank is the entity approved to extend acceptance of Visa and MasterCard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.
- c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to MasterCard Cards.
- d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.
- e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

Your Responsibilities:

- a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.
- b) You may view and download the Your Payments Acceptance Guide at: Your Payments Acceptance Guide
- c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at: <https://www.businesstrack.com>
- d) You may download the Visa and MasterCard rules at:
<https://usa.visa.com/support/merchant.html>
<http://www.mastercard.com/us/merchant/support/rules.html>
- e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.
- f) Please retain a signed copy of your Agreement.

By signing below, you:

- (i) confirm that you have received and read this Merchant Processing Agreement which includes the Confirmation Page, [RSA 20.1 Interchange Qualification Matrix; Pass Through Fee Schedule July - Revised FINAL 7.30.2020; Interchange Rate Schedule:]; and
- (ii) agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the Merchant, and;
- (iii) acknowledge that you have executed the Agreement using an electronic signature process and that signature reflects your agreement to be bound to the Agreement.

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal Signature:

SIGN HERE





Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020
Staff Contact: Carrie Land

AGENDA ITEM:

Conduct a Public Hearing and Consider/Discuss/Action on a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the company's 2020 rate review mechanism filing, adopting tariffs that reflect rate adjustments, and approving related documents and matters. (City Attorney Clark McCoy)

SUMMARY:

Please see the attached Staff Model Report prepared by the ACSC attorneys. Clark has reviewed the documents and can answer any questions.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 2020 Atmos Mid-Tex RRM Model Staff Report
2. 2020 Atmos Mid-Tex RRM Model Staff Report Attachments
3. 2020 Atmos Mid-Tex RRM Settlement Resolution
4. 2020 Atmos Mid-Tex RRM Settlement Resolution
5. 2020 Atmos Mid-Tex RRM Settlement Resolution Attachments

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 9/2/2020
Final Approval - 9/4/2020

August 17, 2020

MODEL STAFF REPORT

BACKGROUND AND SUMMARY

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2020, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2019, entitled it to additional system-wide revenues of \$141.2 million. Application of the standards set forth in ACSC’s RRM Tariff required Atmos to reduce its request to \$136.3 million, \$98.7 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$111.5 million instead of the claimed \$136.3 million. The amount of the \$111.5 million deficiency applicable to ACSC members would be \$80.8 million.

After the Company reviewed ACSC’s consultants’ report, ACSC’s Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$90 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1,

2020. This should save ratepayers approximately \$9 million such that the case is functionally equivalent to ACSC's consultants' recommendation of \$80.8 million.

The Executive Committee recommends a settlement at \$90 million. The Effective Date for new rates is December 1, 2020. ACSC members should take action approving the Resolution before November 1, 2020.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$90 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$5.15 on a monthly basis, or 9.9 percent. The increase for average commercial usage will be \$15.48 or 6.56 percent. A bill impact comparison is attached as Attachment 2.

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

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

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2020, ACSC residents will maintain a slight economic monthly advantage over GRIP and DARR rates. See Attachment 3.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$90 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
7. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
8. This section repeals any resolution or ordinance that is inconsistent with the Resolution.

9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
11. This section provides for an effective date upon passage. December 1, 2020 represents a two month delay in the Effective Date established by the RRM tariff.
12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.2 million in additional system-wide revenues, the RRM settlement at \$90 million for ACSC Cities reflects substantial savings to ACSC Cities. ACSC's consultants produced a report indicating that Atmos had justified increased revenues for ACSC Cities of at least \$81 million. Settlement at \$90 million (equivalent to \$81 million with a two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before November 1, 2020. New rates become effective December 1, 2020.

**Attachment 1 to
Model Staff Report**

2020 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Customer Class	Current	Proposed	Bills	Ccf/MmBtu	Current Revenues	Proposed Revenues	Increase
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Residential							
2	Customer Charge	\$ 19.55	\$ 20.25	13,644,834		\$ 266,756,505	\$ 276,307,889	
3	Consumption Charge	0.17423	0.26651		608,491,998	106,017,561	162,169,202	
4	Revenue Related Taxes					26,692,882	31,397,617	
5	Total Class Revenue					\$ 399,466,948	\$ 469,874,708	\$ 70,407,760
6								
7	Commercial							
8	Customer Charge	\$ 46.50	\$ 54.50	1,115,081		\$ 51,851,267	\$ 60,771,915	
9	Consumption Charge	0.09924	0.11728		398,510,866	39,548,218	46,737,354	
10	Revenue Related Taxes					6,544,757	7,698,315	
11	Total Class Revenue					\$ 97,944,242	\$ 115,207,584	\$ 17,263,342
12								
13	Industrial & Transportation							
14	Customer Charge	\$ 845.50	\$ 1,014.50	7,272		\$ 6,148,476	\$ 7,377,444	
15	Consumption Charge Tier 1	\$ 0.3572	\$ 0.4157		7,769,155	2,775,142	3,229,638	
16	Consumption Charge Tier 2	\$ 0.2616	\$ 0.3044		8,666,094	2,267,050	2,637,959	
17	Consumption Charge Tier 3	\$ 0.0561	\$ 0.0653		13,696,172	768,355	894,360	
18	Revenue Related Taxes					856,339	1,012,467	
19	Total Class Revenue					\$ 12,815,362	\$ 15,151,868	\$ 2,336,505
20								
21	Total Excluding Other Revenue					\$ 510,226,552	\$ 600,234,159	\$ 90,007,608
22								
23								
24	Revenue Related Tax Factor	7.1606%						

**Attachment 2
to 2020 RRM Staff Report**

Bill Impact

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Rate R @ 44.5 Ccf	Rate C @ 357.4 Ccf	Current	Proposed	Change
1	Customer charge		\$ 19.55		
2	Consumption charge		7.75		
3	Rider GCR Part A		7.90		
4	Rider GCR Part B		13.33		
5	Subtotal		\$ 48.53		
6	Rider FF & Rider TAX		3.48		
7	Total		\$ 52.01		
8					
9	Customer charge			\$ 20.25	
10	Consumption charge			11.86	
11	Rider GCR Part A			7.90	
12	Rider GCR Part B			13.33	
13	Subtotal			\$ 53.34	
14	Rider FF & Rider TAX			3.82	
15	Total			\$ 57.16	\$ 5.15
16					9.90%
17					
18					
19	Rate C @ 357.4 Ccf				
20	Customer charge		\$ 46.50		
21	Consumption charge		35.47		
22	Rider GCR Part A		63.44		
23	Rider GCR Part B		74.89		
24	Subtotal		\$ 220.30		
25	Rider FF & Rider TAX		15.77		
26	Total		\$ 236.07		
27					
28	Customer charge			\$ 54.50	
29	Consumption charge			41.91	
30	Rider GCR Part A			63.44	
31	Rider GCR Part B			74.89	
32	Subtotal			\$ 234.74	
33	Rider FF & Rider TAX			16.81	
34	Total			\$ 251.55	\$ 15.48
35					6.56%

[illegible]

**Attachment 3
to 2020 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE RATE COMPARISON
TEST YEAR ENDING DECEMBER 31, 2019**

	ACSC Settled	DARR Filing	ATM Filing	Environs Filing
Cust Charge	\$20.25	\$23.75	\$26.40	\$24.60
Monthly Ccf	44.5	44.5	44.5	44.5
Cons Charge	\$0.26651	\$0.19336	\$0.14846	\$0.18653
Average Mo Bill	\$32.11	\$32.35	\$33.01	\$32.90
		-\$0.24	-\$0.90	-\$0.79

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2020 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

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

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

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a

RESOLUTION NO. _____

substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

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

WHEREAS, on about March 31, 2020, Atmos Mid-Tex filed its 2020 RRM rate request with ACSC Cities based on a test year ending December 31, 2019; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2020 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$90 million applicable to ACSC Cities with an Effective Date of December 1, 2020; and

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

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

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$9 million off new rates imposed by the attached tariffs (Exhibit A), the impact on ratepayers should approximate the reasonable value of the rate filing found by the ACSC Consultants’ Report, which was \$81 million; and

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

RESOLUTION NO. _____

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

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

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

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

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

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$90 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2020 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

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

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

RESOLUTION NO. _____

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

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2020 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General

RESOLUTION NO. _____

Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue,
Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
_____, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____
DAY OF _____, 2020.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

2557/32/8108360

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2020 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

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

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

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a

RESOLUTION NO. _____

substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

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

WHEREAS, on about March 31, 2020, Atmos Mid-Tex filed its 2020 RRM rate request with ACSC Cities based on a test year ending December 31, 2019; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2020 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$90 million applicable to ACSC Cities with an Effective Date of December 1, 2020; and

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

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

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$9 million off new rates imposed by the attached tariffs (Exhibit A), the impact on ratepayers should approximate the reasonable value of the rate filing found by the ACSC Consultants’ Report, which was \$81 million; and

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

RESOLUTION NO. _____

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

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

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

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

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

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$90 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2020 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

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

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

RESOLUTION NO. _____

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

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2020 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General

RESOLUTION NO. _____

Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue,
Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
_____, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____
DAY OF _____, 2020.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

2557/32/8108360

Exhibit A
to 2020 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2020

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Bill	\$ 20.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 20.30 per month
Commodity Charge – All <u>Ccf</u>	\$0.26651 per Ccf

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

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

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

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

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

Agreement

An Agreement for Gas Service may be required.

Notice

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

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Bill	\$ 54.50 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 54.52 per month
Commodity Charge – All Ccf	\$ 0.11728 per Ccf

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

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

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

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

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

Agreement

An Agreement for Gas Service may be required.

Notice

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

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 per MMBtu

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

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

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

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

Curtailment Overpull Fee

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

Replacement Index

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

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

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

Special Conditions

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

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 per MMBtu

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

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

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

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

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

Imbalance Fees

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

Monthly Imbalance Fees

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

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Curtailment Overpull Fee

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

Replacement Index

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

Agreement

A transportation agreement is required.

Notice

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

Special Conditions

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

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Provisions for Adjustment

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

Computation of Weather Normalization Adjustment

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

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

Where

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

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

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

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

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

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2020	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	10.73	0.1545	94.79	0.7284
Austin	9.53	0.1489	211.76	0.9405
Dallas	15.77	0.1792	199.74	0.9385
Waco	9.99	0.1341	145.27	0.7110
Wichita Falls	11.61	0.1402	120.34	0.5747

Weather Normalization Adjustment (WNA) Report

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

Exhibit B
to 2020 RRM Resolution or Ordinance

Mid-Tex
2020 Benchmark for Pensions
and Retiree Benefits

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2019**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2020 Willis Towers						
2	Watson Report as adjusted (1) (2) (3)	\$ 3,460,135	\$ 3,695,384	\$ 6,132,704	\$ 280,578	\$ 4,992,449	
	Allocation to Mid-Tex	43.29%	43.29%	76.59%	100.00%	76.59%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 280,578	\$ 3,823,744	\$ 11,898,774
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.55%	79.55%	37.83%	11.67%	37.83%	
11							
12							
13	Total Pension Account Plan	\$ 1,191,410		\$ 1,777,056			\$ 2,968,466
14	Total Post-Employment Benefit Plan		\$ 1,272,412			\$ 1,446,647	\$ 2,719,060
15	Total Supplemental Executive Benefit Plan				\$ 32,754		\$ 32,754
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 1,191,410	\$ 1,272,412	\$ 1,777,056	\$ 32,754	\$ 1,446,647	\$ 5,720,280
17							

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. Mid-Tex is proposing that the Fiscal Year 2020 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

Exhibit C
to 2020 RRM Resolution or Ordinance

Mid-Tex 2020 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2019
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning of Year Rate Base Adjustment Amount	Annual Amortization (1)	End of Year Rate Base Adjustment Amount (2)	Corrected Balance for December 31, 2017 (3)
	(a)	(b)	(c)	(d)	(e)
1	2017		\$ -	\$ 292,268,881	\$ 292,268,881
2	2018	292,268,881	12,075,562	280,193,319	
3	2019	280,193,319	12,085,165	268,108,155	
4	2020	268,108,155	11,171,173	256,936,982	
5	2021	256,936,982	11,171,173	245,765,809	
6	2022	245,765,809	11,171,173	234,594,635	
7	2023	234,594,635	11,171,173	223,423,462	
8	2024	223,423,462	11,171,173	212,252,289	
9	2025	212,252,289	11,171,173	201,081,116	
10	2026	201,081,116	11,171,173	189,909,943	
11	2027	189,909,943	11,171,173	178,738,770	
12	2028	178,738,770	11,171,173	167,567,597	
13	2029	167,567,597	11,171,173	156,396,424	
14	2030	156,396,424	11,171,173	145,225,251	
15	2031	145,225,251	11,171,173	134,054,077	
16	2032	134,054,077	11,171,173	122,882,904	
17	2033	122,882,904	11,171,173	111,711,731	
18	2034	111,711,731	11,171,173	100,540,558	
19	2035	100,540,558	11,171,173	89,369,385	
20	2036	89,369,385	11,171,173	78,198,212	
21	2037	78,198,212	11,171,173	67,027,039	
22	2038	67,027,039	11,171,173	55,855,866	
23	2039	55,855,866	11,171,173	44,684,692	
24	2040	44,684,692	11,171,173	33,513,519	
25	2041	33,513,519	11,171,173	22,342,346	
26	2042	22,342,346	11,171,173	11,171,173	
27	2043	11,171,173	11,171,173	(0)	
28					
29	Revenue Related Tax Factor		7.16%	See WP_F-5.1	
	Revenue Related Taxes on Annual			Amortization * Tax	
30	Amortization		\$ 799,924	Factor	
31	Amortization Including Revenue		<u>\$ 11,971,097</u>	Amortization + Taxes	

Notes:

1. The annual amortization of a 26 year recovery period is based on the Reverse South Georgia Method.
2. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.
3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.



Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020
Staff Contact: Greg Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a roadway impact fee reimbursement agreement with LGI Homes - Texas, LLC for the construction of Rosamond Parkway. (Director of Public Works, Greg Peters)

SUMMARY:

This item is for the approval of a roadway impact fee reimbursement agreement by and between the City of Anna and LGI Homes - Texas, LLC for roadway improvements to Rosamond Parkway in front of the new Shadowbend residential development.

LGI is currently developing property at the northwest corner of State Highway 5 and Rosamond Parkway for the new Shadowbend residential development. As a part of this project LGI will be constructing Rosamond Parkway along the frontage of this phase of the project.

Rosamond Parkway is shown on the Master Thoroughfare Plan as a major collector, and is included in the City's Impact Fee Study and Capital Improvement Plan. As such, the developer is to be reimbursed Roadway Impact Fees in an amount consistent with the cost of constructing public improvements on Rosamond Parkway.

This agreement allows the City to achieve improvements to a major transportation CIP project in Rosamond Parkway, which is included as a Major Project under Goal 2 of the Strategic Plan for the City of Anna.

FINANCIAL IMPACT:

Roadway Impact fees reimbursed to the developer will only come from the fees collected from homes built within their development.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2 - Sustainable Anna Community Through Planned, Managed Growth.

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Resolution - Shadowbend
2. Roadway Impact Fee Reimbursement - Shadowbend - Final

APPROVALS:

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

Created/Initiated - 9/2/2020
Final Approval - 9/4/2020

**CITY OF ANNA, TEXAS
RESOLUTION NO. 2020-__-__**

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND LGI HOMES - TEXAS, A TEXAS LIMITED LIABILITY CORPORATION, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, LGI Homes - Texas is seeking to construct public infrastructure related to Shadowbend Subdivision Phase 1, and;

WHEREAS, as a key component of the development of Shadowbend Subdivision Phase 1 it is necessary to make improvements to Rosamond Parkway, and;

WHEREAS, Rosamond Parkway is shown in the City of Anna Master Thoroughfare Plan and the City of Anna Impact Fee Study as a future Major Collector Street, and;

WHEREAS, improvements to Rosamond Parkway are eligible for impact fee reimbursement;

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

The City Council hereby authorizes the City Manager to execute the roadway impact fee agreement as shown in Exhibit "A" attached hereto.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ____ day of _____, 20__.

APPROVED:

Nate Pike, Mayor

ATTEST:

Carrie Land, City Secretary

EXHIBIT "A"

**ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT
FOR SHADOWBEND SUBDIVISION PHASE 1
ROSAMOND PARKWAY**

This Roadway Impact Fee Reimbursement Agreement for Shadowbend Phase 1 Rosamond Parkway (this "Agreement") is entered into by and between the City of Anna, Texas (the "City") and LGI Homes – Texas, LLC, a Texas limited liability corporation (the "Developer").

WHEREAS, Developer and the City are sometimes collectively referenced in this Agreement as the "Parties," or, each individually, as "Party"; and

WHEREAS, it is the Parties' mutual intent that this Agreement shall govern only the subject matter specifically set forth herein and that this Agreement shall supersede any previous agreement between the Parties regarding the subject matter hereof to the extent that this Agreement and any such previous agreement are in direct conflict; and

WHEREAS, Developer represents and warrants that it owns and desires to develop certain real property in Collin County, Texas, composed of approximately 57.64 acres of land located entirely within the corporate limits of the City of Anna, more particularly described in the attached Exhibit A (the "Property"); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1 RECITALS INCORPORATED

The recitals set forth above are incorporated herein as if set forth in full to further describe the Parties' intent under this Agreement and said recitals constitute representations by the Parties.

SECTION 2 DEFINITIONS

City Acceptance Date has the meaning ascribed to that term in Section 3(a).

City Code means the Anna City Code of Ordinances.

City Manager means the current or acting City Manager of the City of Anna or a person designated to act on behalf of the City Manager with respect to this Agreement if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, and uniform codes, duly adopted by the City.

Collected Roadway Impact Fees shall have the meaning ascribed to that term in Section 4(b)(1).

Commence Construction shall have the meaning that the City has approved the engineering plans, held a pre-construction meeting with the Developer and contractor, and the contractor has mobilized equipment to the Roadway Project.

Developer's Construction Cost, with respect to the Roadway Project, means: the dollar amount actually paid by or on behalf of Developer for the engineering, design, and construction of the Roadway Project at the time of full and final completion, dedication and acceptance of the Roadway Project, which shall generally include but not be limited to the items listed in the cost breakdown attached hereto as Exhibit E. City inspection fees shall not be included in Developer's Construction Cost.

Final Reimbursement Amount, with respect to the Roadway Project, means a dollar amount equal to the lesser of \$338,176.77 or the Developer's Construction Cost. Additional costs eligible for reimbursement shall be limited to documented City-approved change orders provided in writing by the Developer as approved by the City Manager or his/her designee.

Impact Fee Reimbursement Property means real property as defined in Exhibit B, from which collected Roadway Impact Fees shall be eligible to be reimbursed upon development.

Maintenance Bond has the meaning ascribed to that term in Section 3(b).

Property means Shadowbend Phase 1 as defined in Exhibit A.

Reimbursement has the meaning ascribed to that term in Section 4(b)(1).

Roadway Improvements means right of way preparation, paving excavation, construction of concrete paving, storm drainage, curbs, signage, roadway transitions, turn lanes, pavement markings, sidewalks, irrigation, landscaping, lighting and any other improvements necessary for a complete roadway system for the Roadway Project.

Roadway Project means the construction of Rosamond Parkway Roadway Improvements generally described, without limitation, as the installation of concrete road paving generally depicted in Exhibit C, attached hereto, and in accordance with construction plan(s) approved by the City.

SECTION 3 GENERAL PROVISIONS

- (a) Documentation of Actual Amount Paid. Once Developer fully completes the Roadway Project, and before the City has accepted the Roadway Project after inspection, Developer shall provide the City Manager with documentation reasonably acceptable to the City Manager evidencing Developer's Construction Cost. The City Manager shall review the documentation provided and shall approve or deny Developer's Construction Cost within fifteen (15) business days of receipt thereof (which approvals shall not be unreasonably withheld) or a longer period of time if the City Manager reasonably requests additional evidence of the Developer's Construction Cost. Upon approval of Developer's Construction Cost, the City shall issue a written acceptance letter to Developer, which shall signify final acceptance by the City of the Roadway Project (the date of such acceptance shall be referred to as the "City Acceptance Date").

- (b) Maintenance Bond. For each construction contract for any part of the Roadway Project entered into by or on behalf of Developer, Developer or Developer's contractor(s), as applicable, further must execute a maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Roadway Project, arising from defective workmanship or materials used therein, for a full period of two (2) years from the City Acceptance Date ("Maintenance Bond").
- (c) Approval of Plats/Plans. Approval by the City, the City's engineer or other City employee or representative, of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer's engineer, its officers, agents, servants or employees, it being the intent of the Parties that approval by the City's engineer or other representative signifies the City's approval on only the general design concept of the improvements to be constructed and that the design plans and specifications meet the requirements of the City Regulations.
- (d) Insurance. Developer and/or its contractor(s) shall acquire and maintain, during the period of time when the Roadway Project is under construction: (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims of any nature whatsoever which might arise or grow out of or otherwise relate to the Roadway Project and any related construction contracts, whether caused by Developer, a contractor, subcontractor, materialman, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of public improvement construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.
- (e) Indemnification and Hold Harmless. **DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND AGREES TO DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING, WITHOUT LIMITATION, DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED**

(INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND RELATED EXPENSES, EXPERT WITNESS FEES AND RELATED EXPENSES AND OTHER CONSULTANT FEES AND RELATED EXPENSES) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES IN CONNECTION WITH THE DESIGN, CONSTRUCTION OR INSTALLATION OF THE ROADWAY PROJECT, INCLUDING BUT NOT LIMITED TO INJURY OR DAMAGE TO CITY PROPERTY. SUCH INDEMNITY SHALL SURVIVE THE TERM OF THIS AGREEMENT. AT NO TIME SHALL THE CITY HAVE ANY CONTROL OVER OR CHARGE OF THE DESIGN, CONSTRUCTION OR INSTALLATION OF ANY OF THE ROADWAY PROJECT NOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES UTILIZED FOR SAID DESIGN, CONSTRUCTION OR INSTALLATION. THIS AGREEMENT DOES NOT CREATE A JOINT ENTERPRISE BETWEEN THE CITY AND DEVELOPER. **DEVELOPER FURTHER COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL CLAIMS OR SUITS, BY ANY PERSON CLAIMING AN INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT AND WHICH CLAIMS: (1) ARISE IN ANY WAY FROM THE CITY'S RELIANCE UPON DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; OR (2) RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH DEVELOPER'S OBLIGATIONS UNDER THIS AGREEMENT.** NOTWITHSTANDING THIS PROVISION OR ANY OTHER PROVISION OF THIS AGREEMENT, DEVELOPER SHALL NOT BE OBLIGATED TO INDEMNIFY, DEFEND, OR HOLD THE CITY HARMLESS FOR THE CITY'S OWN NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 4 PROJECT

(a) Developer Obligations.

As a condition to receipt of the impact fee reimbursement set forth herein, Developer agrees to construct the Roadway Improvements and complete the Roadway Project in a good and workmanlike manner and in accordance with all related construction plans and permits approved by the City and any other authorities having any jurisdiction over the Roadway Project. Developer shall commence construction in accordance with the definition in Section II "Commence Construction" on or before July 31, 2021.

(b) City Obligations

- (1) In accordance with City Regulations and state law, the City shall collect roadway impact fees from the Impact Fee Reimbursement Property as described in Exhibit B at the time of issuance of building permits (the "Collected Roadway Impact Fees") and place such Collected Roadway Impact Fees in a separate and clearly identifiable interest-bearing

account. The City shall reimburse Developer up to the lesser of \$338,176.77 or the Developer's Construction Cost in the aggregate on a quarterly basis (the "Reimbursement") commencing on same quarter of the City Acceptance Date. The City shall provide the Reimbursement to Developer quarterly until the Final Reimbursement Amount has been paid in full. The Collected Roadway Impact Fees shall be the sole source of reimbursement or funding that the City is obligated to provide to Developer in connection with the Roadway Project even if the total amount of the Collected Roadway Impact Fees is less than the Final Reimbursement Amount.

- (2) Notwithstanding Section 4(b)(1) above, the Reimbursement authorized by this Agreement and any and all of the City's other obligations under this Agreement shall expire on September 30 in the tenth year after the City Acceptance Date.

SECTION 5 EFFECTIVE DATE

The "Effective Date" of this Agreement is the date that the last of the Parties' signatures to this Agreement is fully and properly affixed to this Agreement and acknowledged by a public notary. The City's duties and obligations hereunder shall not arise unless and until all Parties have duly executed this Agreement.

SECTION 6 TERMINATION

This Agreement and all obligations of the Parties hereto, shall terminate upon full performance of the terms of this Agreement.

SECTION 7 SUCCESSORS AND ASSIGNS

- (a) All obligations and covenants under this Agreement shall bind Developer and its successors and assigns.
- (b) Except for future owners of all or a portion of the Property, this Agreement shall not be assignable by Developer without the prior written consent of the City.

SECTION 8 MISCELLANEOUS PROVISIONS

- (a) Authority to execute contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.
- (b) Default and opportunity to cure. A Party will be in default under this Agreement if that Party breaches any material term or condition of this Agreement and such breach remains uncured after forty-five (45) calendar days following receipt of written notice from the other Party referencing this Agreement (or, if the Party in breach has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both Parties mutually and in good faith). Upon a

default, subject to the cure period described herein, the non-breaching Party will have all available rights and remedies under the law and equity. Notwithstanding the foregoing, the City shall be considered in default for failure to provide the Reimbursement immediately upon such failure without a notice and cure period and Developer's sole remedy in such event shall be to seek specific performance of this Agreement.

- (c) Notice. All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the earlier to occur of actual receipt or three (3) days after the same are given by hand delivery or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or at such other addresses as such Parties may designate by written notice to the other Parties in accordance with this notice provision.

If to the City: City of Anna
 Attn: City Manager
 P.O. Box 776
 111 N. Powell Parkway
 Anna, TX 75409

If to Developer: LGI Homes – Texas, LLC
 Attn: Elaine Torres
 Officer
 1450 Lake Robbins Drive
 The Woodlands, TX 77380

- (d) Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of all Parties expressly amending the terms of this Agreement.
- (e) Applicable Law and Venue. This Agreement shall be performable and all compensation payable in Collin County, Texas. Venue and exclusive jurisdiction under this Agreement lies in a court of competent jurisdiction in Collin County, Texas.
- (f) Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the unlawful provision shall be replaced with a provision as similar in terms and effect to such unlawful provision as may be valid, legal and enforceable.
- (g) Representation. Each signatory representing this Agreement has been read by the party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

- (h) Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- (i) Waiver. Waiver by any Party or any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance of the Agreement.
- (j) Miscellaneous Drafting Provisions. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
- (k) No Other Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.
- (l) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- (m) No Waiver of Development Ordinances. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement among the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Nothing herein shall waive any obligations of Developer under applicable City Regulations.

[SIGNATURE PAGES FOLLOW,
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

LGI Homes – Texas, LLC.,
a Texas limited liability corporation

By: LGI Homes – Texas, LLC.,
a Texas corporation,
its general partner

By: _____
Name: Elaine Torres
Title: Officer

IN WITNESS WHEREOF:

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned notary public, on the _____ day of _____, 2020, personally appeared Elaine Torres, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Notary Public, State of Texas

(SEAL)

CITY OF ANNA

By: _____
Jim Proce, City Manager

IN WITNESS WHEREOF:

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned notary public, on the _____ day of _____, 2020, personally appeared Jim Proce, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as City Manager of the City of Anna, Texas.

Notary Public, State of Texas

(SEAL)

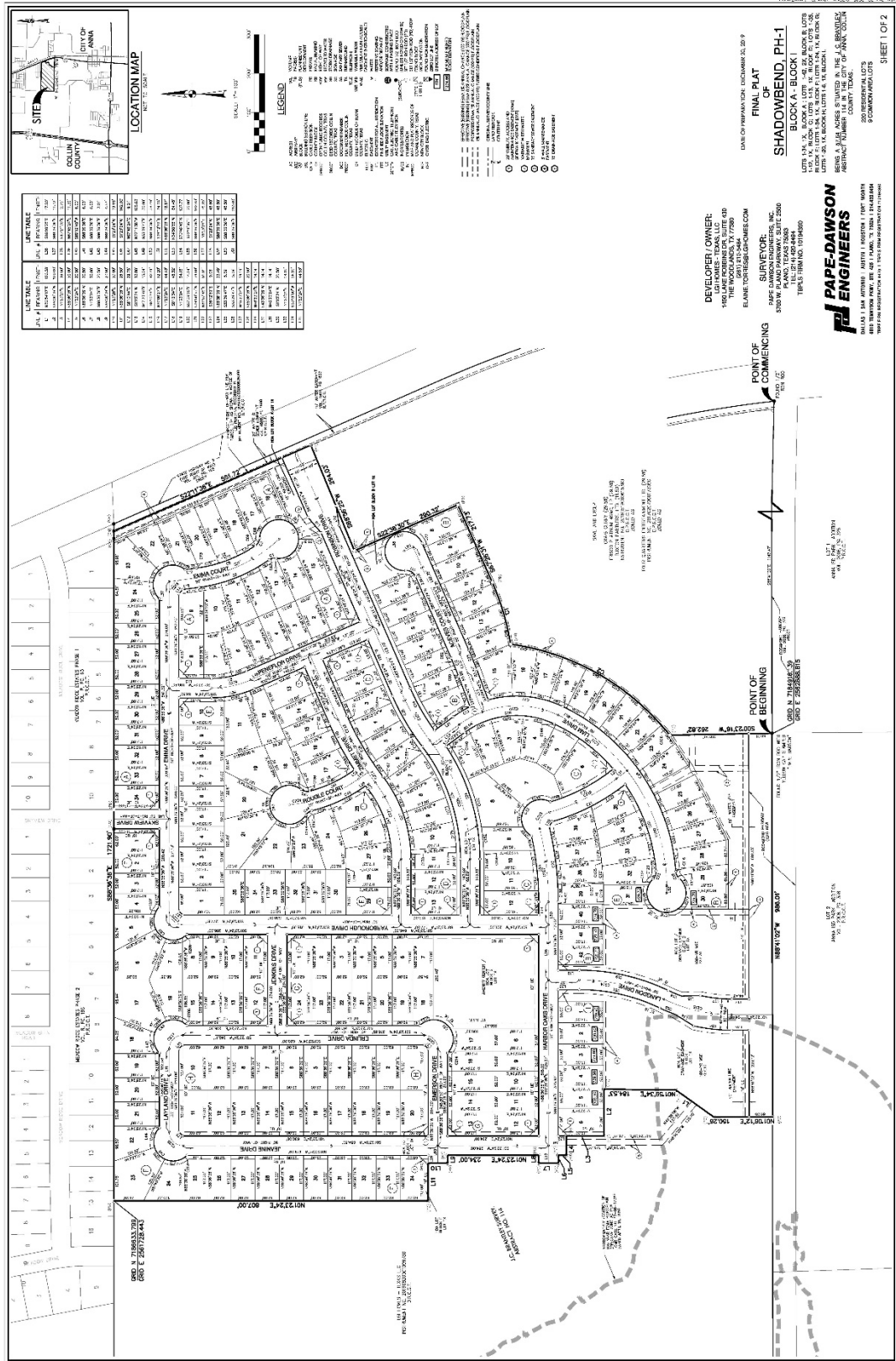
ATTACHMENTS

Exhibit A - The Property (legal description and drawing)

Exhibit B – Impact Fee Reimbursement Property

Exhibit C – Roadway Project

Exhibit D – Breakdown of Costs



OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, LGI HOMES-TEXAS, LLC is the owner of a tract of land, situated in J.C. Brantley Survey, Abstract No. 114, City of Anna, Collin County, Texas, and being a portion of a tract of land described in deed to LGI HOMES-TEXAS, LLC, and recorded in Instrument No. 20190820001009780 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows;

COMMENCING at a found 1/2-inch iron rod at the intersection of the north right of way line of Rosamond Parkway (a 60 foot wide right of way dedication) as shown on the final plat of Anna ISD Park Addition, an addition to the City of Anna, Collin County, Texas recorded in Volume 2006, Page 326, P.R.C.C.T., and the west right of way line of State Highway Number 5 (a 100 foot wide right of way) as recorded in Volume 301, Page 168 of the Deed Records of Collin County, Texas D.R.C.C.T., same point being the southeast corner of a tract of land described in a deed to Craig Curry (29.5% interest), Frisco Platinum 4S&C, LP (29.5% interest), and Buxton Partners, LTD. (11.5% interest), recorded in Instrument No. 20160519000615390 of the O.P.R.C.C.T. also being described in a deed to Four Quarters Enterprises, LTD. (29.5% interest), recorded in Instrument No. 20170207000173060 of the O.P.R.C.C.T. also being a point on the south line of said J.C. Brantley Survey;

THENCE, South 88 degrees 41 minutes 02 seconds East, along the south line of said Curry, Frisco Platinum, Buxton Partners, and Four Quarters Enterprises tract, the south line of said J.C. Brantley Survey, and the north right of way line of said Rosamond Parkway, a distance of 1147.47 feet to a found 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON" for the southeast corner of said LGI Homes tract and the POINT OF BEGINNING;

THENCE, North 88 degrees 41 minutes 02 seconds West, continuing along the north right of way line of Rosamond Parkway, along the south line of the J.C. Brantley Survey, and the south line of said LGI Homes tract, a distance of 986.01 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

THENCE, departing the north line of Rosamond Parkway and the south line of the J.C. Brantley Survey, over and across said LGI Homes tract the following courses and distances:

North 01 degree 06 minutes 12 seconds East, a distance of 150.26 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

North 36 degrees 54 minutes 17 seconds East, a distance of 120.38 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

North 01 degree 59 minutes 34 seconds East, a distance of 184.53 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

North 88 degrees 36 minutes 36 seconds West, a distance of 120.00 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

North 01 degree 23 minutes 24 seconds East, a distance of 96.50 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

North 88 degrees 36 minutes 36 seconds West, a distance of 50.00 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

North 01 degree 23 minutes 24 seconds East, a distance of 20.50 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

North 88 degrees 36 minutes 36 seconds West, a distance of 20.50 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

North 01 degrees 23 minutes 24 seconds East, a distance of 50.00 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

South 88 degrees 36 minutes 36 seconds East, a distance of 20.50 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

North 01 degree 23 minutes 24 seconds East, a distance of 234.00 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

North 88 degrees 36 minutes 36 seconds West, a distance of 20.50 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

North 01 degree 23 minutes 26 seconds East, a distance of 50.00 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

North 88 degrees 36 minutes 36 seconds West, a distance of 96.50 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

North 01 degree 23 minutes 24 seconds East, a distance of 807.00 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON" on the north line of said LGI Homes tract, same being the south line of Meadow Ridge Estates Phase Two, an addition to the City of Anna, Collin County, Texas recorded in Volume R, Page 196 P.R.C.C.T.;

THENCE, along the north line of LGI Homes tract, the south line of said Meadow Ridge Estates Phase Two, and along the south line of Meadow Ridge Estates Phase One, an addition to the City of Anna, Collin County, Texas recorded in Volume P, Page 63 P.R.C.C.T. South 88 degrees 36 minutes 36 seconds East, a distance of 1721.90 feet to a found 5/8-inch iron rod with pink plastic cap stamped "iXDOT" on the proposed west right of way line of State Highway Number 5 (a variable width right of way) per Parcel 274 as shown on a parcel plat surveyed by Bryan K. Kid [CP & Y, Inc.], dated July 28, 2017, and as shown in Notice of Lis Pendens, recorded in Instrument No. 20190603000626360 O.P.R.C.C.T.;

THENCE, South 22 degrees 11 minutes 36 seconds East, along the proposed west right of way line of State Highway Number 5, a distance of 551.72 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

THENCE, departing the proposed west right of way line of State Highway Number 5, and along the easterly lines of said LGI Homes tract, the following courses and distances;

South 68 degrees 56 minutes 25 seconds West, a distance of 294.03 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

South 22 degrees 38 minutes 30 seconds East, a distance of 290.32 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON";

South 47 degrees 26 minutes 31 seconds West, a distance of 217.73 feet to a set 1/2-inch iron rod with yellow cap stamped "PAPE DAWSON", and being the beginning of a non-tangent curve to the right having a radius of 629.07 feet, a central angle of 15 degrees 09 minutes 39 seconds, and being subtended by a 165.97 foot chord which bears South 74 degrees 56 minutes 01 second West;

Along said curve to the right, an arc distance of 166.46 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON", and being the beginning of a non-tangent curve to the right having a radius of 630.21 feet, a central angle of 43 degrees 49 minutes 37 seconds, and being subtended by a 470.39-foot chord which bears South 31 degrees 10 minutes 35 seconds West;

Along said curve to the right, an arc distance of 482.06 feet to a set 1/2-inch iron rod with yellow plastic cap stamped "PAPE DAWSON";

South 00 degrees 23 minutes 16 seconds West, a distance of 262.82 feet to the POINT OF BEGINNING, and CONTAINING 57.64 of an Acres or 2,510,794 Square Feet of land more or less, and being described in accordance with a survey made on ground and accompanied by an exhibit or survey map prepared under job number 70115-01 by Pape Dawson Engineers, Inc.

LOT AREA TABLE

LOT	AREA (SQ. FT.)	AREA (SQ. YD.)
1	1,234.56	28.34
2	1,234.56	28.34
3	1,234.56	28.34
4	1,234.56	28.34
5	1,234.56	28.34
6	1,234.56	28.34
7	1,234.56	28.34
8	1,234.56	28.34
9	1,234.56	28.34
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93	1,234.56	28.34
94	1,234.56	28.34
95	1,234.56	28.34
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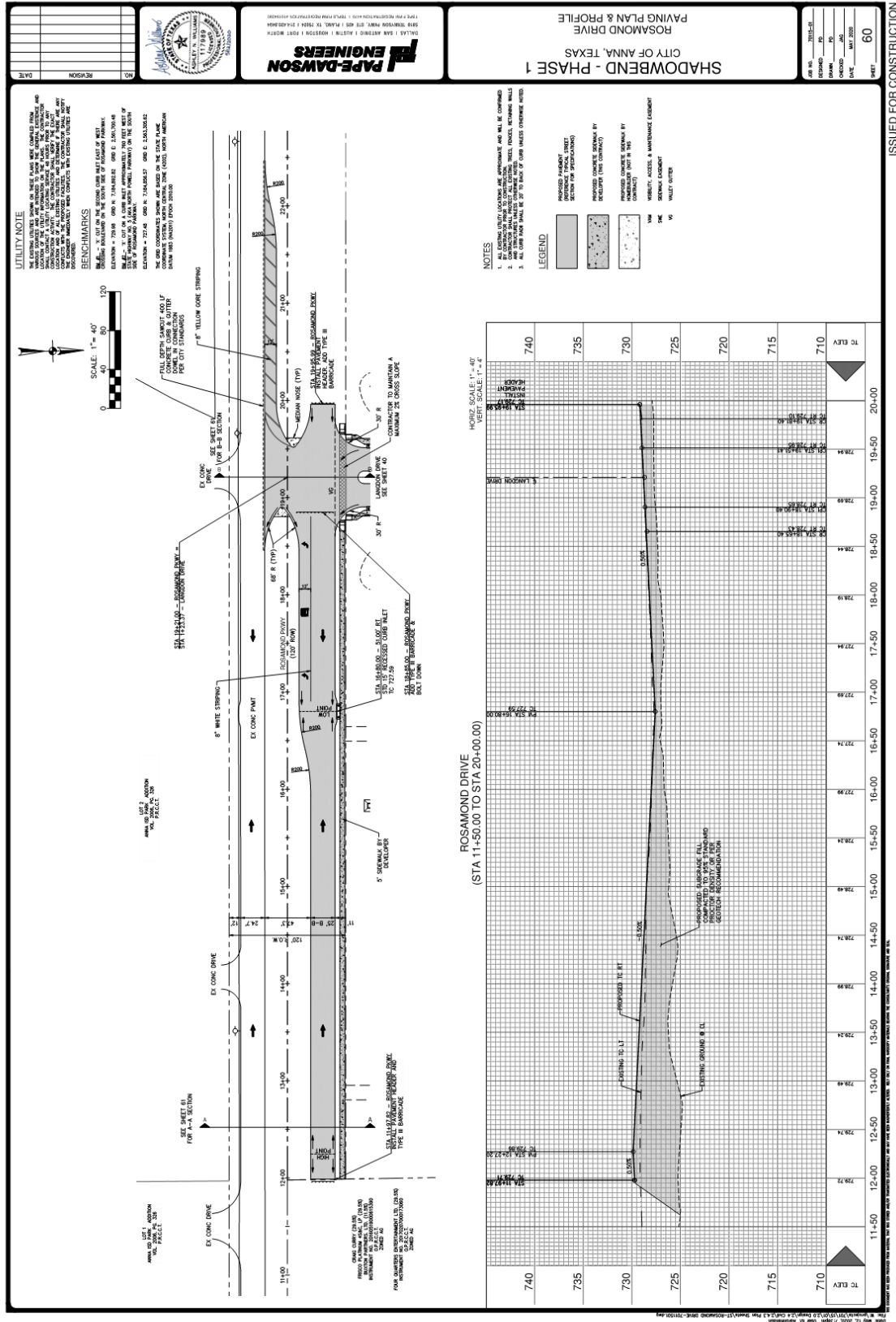


EXHIBIT E

Breakdown of Costs¹

ROSAMOND PARKWAY IMPROVEMENTS



PROJECT NAME: Shadowbend, Phase 1	LOT COUNT: N/A
CITY: Anna, Texas	GROSS ACRES: 1.7
JOB NUMBER: 70115-01	

A. EARTHWORK IMPROVEMENTS				
Item Description	Quantity	Unit	Unit Price	Total Amount
Site Preparation	1.7	Acre	\$ 343.00	\$ 583.10
Excavation, unclassified	2,680	Cubic Yard	\$ 1.91	\$ 5,118.80
Subtotal - Earthwork Improvements				\$ 5,701.90

C. STORM SEWER IMPROVEMENTS				
Item Description	Quantity	Unit	Unit Price	Total Amount
24-Inch Reinforced Concrete Pipe (RCP), C76, Class III	7	Linear Foot	\$ 76.09	\$ 532.63
36-Inch Reinforced Concrete Pipe (RCP), C76, Class III	45	Linear Foot	\$ 121.07	\$ 5,448.15
6-Ft x 5-Ft Reinforced Concrete Box (RCB), C76, Class III	128	Linear Foot	\$ 397.18	\$ 50,839.04
9-Ft x 4-Ft Reinforced Concrete Box (RCB), C76, Class III	11	Linear Foot	\$ 397.18	\$ 4,368.98
Standard 15-Foot Recessed Curb Inlet	1	Each	\$ 4,194.53	\$ 4,194.53
15-Ft x 5-Ft Manhole/Junction Box, Complete in Place	1	Each	\$ 11,883.92	\$ 11,883.92
36-inch TxDOT SW-0 Headwall, 1 Pipe	1	Each	\$ 2,842.71	\$ 2,842.71
Remove Headwall, Connect to Existing (2) 6'x5' RCB	1	Each	\$ 1,785.14	\$ 1,785.14
Inlet Protection	1	Each	\$ 357.50	\$ 357.50
Trench Safety	127	Linear Foot	\$ 0.11	\$ 13.97
Subtotal - Storm Sewer Improvements				\$ 82,266.57

E. PAVING IMPROVEMENTS				
Item Description	Quantity	Unit	Unit Price	Total Amount
8-Inch Thick Reinforced 4,000 psi Concrete Street Pavement with 6-inch Monolithic Curb	3,365	Square Yards	\$ 41.30	\$ 138,974.50
6-Inch Thick Lime Treated Subgrade	3,753	Square Yards	\$ 3.00	\$ 11,259.00
Hydrated Lime (36 lb/sy for 6-inch)	68	Ton	\$ 191.00	\$ 12,988.00
5-Foot Sidewalk By Developer (4-Inch Thick)	372	Square Yards	\$ 46.90	\$ 17,446.80
Barrier Free Ramps	2	Each	\$ 1,800.00	\$ 3,600.00
Street Light	3	Each	\$ 11,000.00	\$ 33,000.00
Type III Barricade	3	Each	\$ 1,650.00	\$ 4,950.00
4" White Pavement Striping	90	Linear Foot	\$ 2.00	\$ 180.00
8" White Pavement Striping	700	Linear Foot	\$ 2.70	\$ 1,890.00
Lane Legend "Left Arrow"	2	Each	\$ 260.00	\$ 520.00
Lane Legend "Only"	1	Each	\$ 300.00	\$ 300.00
Sawcut & Connect to Existing Concrete Pavement	400	Linear Foot	\$ 26.00	\$ 10,400.00
Subtotal - Paving Improvements				\$ 235,508.30

G. MISCELLANEOUS				
Item Description	Quantity	Unit	Unit Price	Total Amount
Construction Staking	1	Sum	\$ 12,000.00	\$ 12,000.00
Traffic Control	1	Sum	\$ 2,700.00	\$ 2,700.00
Subtotal - Miscellaneous				\$ 14,700.00

ROSAMOND PARKWAY IMPROVEMENTS SUMMARY	
A. EARTHWORK IMPROVEMENTS	\$ 5,701.90
B. SANITARY SEWER IMPROVEMENTS	\$ -
C. STORM SEWER IMPROVEMENTS	\$ 82,266.57
D. WATER IMPROVEMENTS	\$ -
E. PAVING IMPROVEMENTS	\$ 235,508.30
F. RETAINING WALLS	\$ -
G. MISCELLANEOUS	\$ 14,700.00

GRAND TOTAL: \$ 338,176.77

¹ Note, costs are an estimate only and the final construction costs shall be determined by the actual amounts paid for the Roadway Project. The estimated costs herein shall in no manner limit the eligible reimbursement.



Item No. 6.k.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020

Staff Contact:

AGENDA ITEM:

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends approval casting the vote on behalf of the City of Anna for all incumbents as published.

ATTACHMENTS:

1. TML IRP Election 2020

APPROVALS:

Jim Proce, City Manager

Jim Proce, City Manager

Created/Initiated - 9/4/2020

Final Approval - 9/4/2020

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 1 – 4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2020. Ballots received after September 30, 2020, cannot be counted. **The ballot must be properly signed, and all pages of the ballot must be mailed to:**

**Trustee Election
David Reagan, Secretary of the Board
P.O. Box 149194
Austin, Texas 78714-9194**

If the ballot is not signed, it will not be counted.

PLACE 1

☒ **Robert T. Herrera** (Incumbent). City Manager, City of Cibolo (Region 7) since 2012. Mr. Herrera served as City Manager of Hondo, Texas from 2003 to 2012 and as City Manager of La Porte from 1986 to 2002. He has served other Texas cities, including management positions with the cities of San Marcos, Missouri City, and Woodway. Mr. Herrera has been a Board member of the TML Intergovernmental Risk Pool since 1993 and has served as Chair and Vice Chair of the Board. He also served as Chair of the Finance-Information Technology Committee and the Underwriting-Claims Committee of the TML Intergovernmental Risk Pool.

WRITE IN CANDIDATE:

PLACE 2

☐ **Chris Armacost.** City Commissioner for the City of Hitchcock (Region 14). Mr. Armacost is Director of Technology, Transportation, Facilities, and Operations for the Hitchcock Independent School District. He serves on the Hitchcock Education Foundation and Hitchcock Chamber of Commerce. He is the president of the Hitchcock Little League Baseball Association and coached several teams. Mr. Armacort has been awarded the Hitchcock Chamber President Award and the Above and Beyond Citizen Award from the Hitchcock ISD. He has obtained a Certified Municipal Official certification from TML.

☒ **John W. (Buzz) Fullen** (Incumbent). Mayor of the City of Henderson since 2019 and from 2004 to 2012 (Region 15). Mr. Fullen also served as a Commissioner of the Henderson Housing Authority from 2011 to 2019 and is now ex-officio on same. He currently serves on the Henderson Main Street Board (2004–present), Henderson Civic Center Board (2003–present), and the Henderson ETMC Hospital Diabetes Board (2009–present). He has been a Board member of the TML Intergovernmental Risk Pool since 2010, during which time he served as Chair (2018-2020) and Vice Chair (2016-2018).

WRITE IN CANDIDATE:

PLACE 3

- ☐ **George Hyde.** City Attorney for the City of Watuaga (Region 8). Mr. Hyde is a partner in the law firm Russell Rodriquez Hyde Bullock, LLP, located in Georgetown. He is a member of and holds Merit Certification in Municipal Law from the Texas City Attorneys Association. He has served as City Attorney for ten other cities across Texas, since 2003. He has also served local governments in various public safety positions within Fire Departments, Parks Departments, and Police Departments. During his tenure as a peace officer, Mr. Hyde received the Texas Commission on Law Enforcement Educational Achievement Award for exceeding normal expectations in job performance.
- ☐ **Roy E. Maynor.** City Alderman, Position 3, for the City of West Columbia (Region 14). He has been an elected official of West Columbia since 2013. Mr. Maynor is a Life Safety Systems Specialist for Vallen Safety Services and a member of Gulf Coast Christian Church. He is also part-owner of Grit Fitness in West Columbia. He and his wife, Rachel, have two children.
- ☒ **Jeffrey Snyder** (Incumbent). City Manager for the City of Plainview (Region 2). He previously served as the Assistant City Manager for Plainview and as the City Manager for Idalou. Mr. Snyder graduated from West Texas A&M University and obtained a Master of Public Administration from Texas Tech University. He is a member of the International City Management Association (ICMA) and TCMA. He is a graduate of the Public Executive Institute through the University of Texas and is a credentialed manager through ICMA. He has been a Board member of the TML Intergovernmental Risk Pool since 2018 and served on various committees with TML, TCMA and ICMA and as past president of the Panhandle City Management Association.

WRITE IN CANDIDATE:

PLACE 4

- ☒ **Robert S. Hauck** (Incumbent). City Manager for the City of Tomball (Region 14), a position he has held since April 2018. He began his full-time career in public service with the Los Angeles Police Department in 1988. In 2008, Mr. Hauck retired from the LAPD and joined the City of Tomball, where he has served as Chief of Police, Assistant City Manager, and now City Manager. Mr. Hauck holds a Bachelor of Arts degree in Business Administration, and a Master of Science degree in Management. He has been a Board member of the TML Intergovernmental Risk Pool since 2019. Mr. Hauck and his wife Kathleen have three children – Lauren, Conner, and Madeline.
- ☐ **Dave Martin.** City Councilmember and current Mayor Pro Tem for the City of Houston (Region 14). Mr. Martin serves as Chair of the City Council Budget and Fiscal Affairs Committee. He previously served on the Humble ISD Board of Trustees and as Secretary/Treasurer of the Board of Directors for the Harris County Houston Sports Authority. Mr. Martin is a Managing Director of Marsh & McLennan Companies, Inc., the largest Global Risk Management firm. Previously he worked for two “Big Four” accounting firms, PricewaterhouseCoopers, LLP and Ernst & Young, LLP.
- ☐ **Kimberly Meisner.** Executive Director for General Operations for Kerrville (Region 7), overseeing Human Resources, Municipal Court, Public Library, Public Information, the Senior Services Advisory Committee, and the Kerrville Area Youth Leadership Academy. Ms. Meisner has over 23 years of public service, which includes serving Kerrville and La Porte. She is a member of the TCMA, International Public Management Association for Human Resources (IPMA-HR), Society for Human Resource Management (SHRM), and is a former President of the Bay Area Human Resource Management Association. She has a Master’s degree in Public Administration and is an IPMA-HR Senior Certified Professional and a SHRM Certified Professional.
- ☐ **Sean Overeynder.** City Manager for the City of Lamesa, Texas (Region 3). Sean Overeynder began his career in local government administration in August 2014 in Economic Development, working for various public and private organizations. He has held the position of City Manager for the City of Lamesa since March 2020. Prior to becoming the City Manager, he was appointed as the Economic Development Director for the City of Lamesa on August 27, 2018.

WRITE IN CANDIDATE: _____

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2020.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020
Staff Contact: Alan Guard

AGENDA ITEM:

Consider/Discuss/Action approving the purchase of a Software As a Service (SaaS) agreement for Enterprise Resource Planning (ERP) software from Tyler Technologies, Inc of Yarmouth, ME in the amount of \$101,476, and authorize the City Manager to sign the agreement. (Interim Finance Director, Alan Guard)

SUMMARY:

The City has been using ASYST software for financial accounting and utility billing since 2004. Other software systems are used throughout the organization for other functions such as budget and Municipal Court. The City has outgrown the ASYST software in a number of areas and Accounting has had to resort to spreadsheets in order to create reports that the Council and management depend on to make decisions.

Tyler Technologies provides Incode, an Enterprise Resource Planning (ERP) system that can integrate most municipal functions into a single platform and interface (for financial transactions) other software systems that are specific to another City service. Incode also provides a more robust reporting function that will provide real-time information for decision-makers. Other capabilities include electronic purchasing workflow for departments allowing them to better manage their budgets while reducing time and paper in the purchasing process.

This is phase I of this conversion that includes the core financials. Future phases will include Utility Billing and Municipal Court.

The City Attorney has reviewed and approved the agreement. Funds have been set aside in the Non-Bond Funds Capital Projects Fund for this purchase.

FINANCIAL IMPACT:

Funds are available in the amount of \$101,476 in the Non-Bond Funds Capital Projects Fund (Fund 50). Annual maintenance and support is \$24,476 and will be budgeted in future budgets in the Finance Department.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the Resolution and authorize the City Manager to sign the agreement.

ATTACHMENTS:

1. Anna, TX SaaS Clean 082420
2. Resolution approving purchase of Incode

APPROVALS:

Alan Guard,
Jim Proce, City Manager

Created/Initiated - 9/4/2020
Final Approval - 9/4/2020



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide professional services and certain products as part of said services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Anna, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.



- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount

of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and

the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as

listed in our then- current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense

or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming

aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination; No Boycott. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law. We do not boycott Israel and will not boycott Israel during the term of this Agreement.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the

estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement. At no time shall you have control over any of our work or services provided under this Agreement, nor the means, methods, techniques, sequences or procedures utilized by us to perform such work or services.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security

numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Texas, without regard to its rules on conflicts of law. Venue for any litigation arising out or any way related to this Agreement shall be in a state or federal court of competent jurisdiction in Collin County, Texas.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Anna, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Anna
PO Box 776
Anna, TX 75409

Attention: _____



Exhibit A
Investment Summary

The following Investment Summary details the software and professional services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: John Hardin
 Quote Expiration: 6/30/2020
 Quote Name: City of Anna - Financials
 Quote Number: 2018-50677-6
 Quote Description: Anna TX - SaaS

Sales Quotation For

City of Anna
 PO Box 776
 Anna, TX 75409
 Phone: +1 (972) 924-3325

Tyler Software and Related Services - SaaS

Description	One Time Fees			# Years	Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion		
Tyler Software					
Tyler Content Manager Standard Edition (TCM SE)	32	\$4,000	\$0		\$2,619
Incode 10					
Core Financials	92	\$11,500	\$11,750		\$7,749
Purchasing	24	\$3,000	\$0		\$2,090
Fixed Assets	16	\$2,000	\$0		\$897
Project Accounting	12	\$1,500	\$0		\$1,630
Personnel Management (Includes Position Budgeting)	116	\$14,500	\$7,250		\$7,341
Payroll - Electronic Time Clock Interface	4	\$500	\$0		\$674
Employee Self Service (Employee Portal)	32	\$4,000	\$0		\$0
Other Services					
Tyler U	0	\$0	\$0		\$1,476
Hosting Fee	0	\$0	\$0		\$0
<i>Sub-Total:</i>		<i>\$41,000</i>	<i>\$19,000</i>		<i>\$24,476</i>
TOTAL:	328	\$41,000	\$19,000	5	\$24,476

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$5,000	\$5,000	\$0
Three Weeks Additional Training	96	\$125	\$12,000	\$0
TOTAL:			\$17,000	\$0

Summary

Total Tyler SaaS
 Total Tyler Services
 Total Third Party Hardware, Software and Services

Summary Total

Contract Total

One Time Fees	Recurring Fees
\$0	\$24,476
\$77,000	\$0
\$0	\$0
\$77,000	\$24,476
\$101,476	

Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
Incode 10				
General Ledger Master	8	\$125	\$1,500	\$2,500
General Ledger History	16	\$125	\$1,500	\$3,500
Accounts Payable Master	4	\$125	\$1,750	\$2,250
Accounts Payable History	16	\$125	\$1,500	\$3,500
Personnel Management -Payroll Master	4	\$125	\$2,250	\$2,750
Personnel Management -Payroll History	20	\$125	\$2,000	\$4,500
Total:				\$19,000

Optional Tyler Software and Related Services - SaaS

		One Time Fees			
Description	Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee
MyCivic					
MyCivic Citizen Engagement	0	\$0	\$0		\$3,489
MyCivic Citizen Engagement & 311 Bundle	0	\$0	\$0		\$6,688
	<i>Sub-Total:</i>	<i>\$0</i>	<i>\$0</i>		<i>\$10,177</i>
	TOTAL:	0	\$0	5	\$10,177

Optional Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
MyCivic Citizen Engagement - Implementation Fee	1	\$1,500	\$1,500	\$0
MyCivic 311 - Implementation Fee	1	\$1,500	\$1,500	\$0
TOTAL:			\$3,000	\$0

Comments

- Conversion History for General Ledger, Accounts Payable and Personnel Management is contracted for 3 years + current.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.
- Core Financials includes general ledger, budget prep, bank recon, AP, Express, CellSense, a standard forms pkg, output director, positive pay, secure signatures (qty 2).
- General Ledger conversions include Chart of Accounts - additional fee for historical views.
- Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
- Travel Expenses are billed as incurred based on our current Business Travel Policy.
- Hosting User Fee includes 4 users. Hosting includes Basic Network Services and Disaster Recovery Services.
- Personnel Management/Payroll conversions include employee master information. This includes master record, addresses, contact and dependent information, state and federal tax setup, direct deposit information, as well as state specific retirement. Additional fee for historical views.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. In an effort to not exceed estimated travel costs, we will try to provide 50%-60% of implementation services remotely. In the event additional travel is needed, prior written authorization will be obtained from you prior to any expenses being incurred. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Statement of Work

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Statement of Work

Tyler Technologies

Prepared for:

The City of Anna TX
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111 N Powell Parkway P.O. Box 776, Annat, TX 75409-0776

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer The City of Anna TX the opportunity to make the Anna TX more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the Anna TX's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Incode	Financials
Incode	Personnel Management
Tyler Content Manager	Document Management

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Anna TX's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the Anna TX collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Anna TX steering committee become the escalation points to triage responses prior to escalation to the Anna TX and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Anna TX and Tyler executive sponsors serve as the final escalation point.

1.5 Client Governance

Depending on the Anna TX's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The Anna TX's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The Anna TX project manager(s) will be responsible for reporting to the Anna TX steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The Anna TX steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the Anna TX project manager(s) and the Project and through participation in regular internal meetings, the Anna TX steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The Anna TX steering committee also provides support to the Anna TX project manager(s) by communicating the importance of the Project to all impacted departments. The Anna TX steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The Anna TX steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The Anna TX's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the Anna TX steering committee, project manager(s), and functional leads to make critical business decisions for the Anna TX.

1.6 Tyler Governance

2.1.4 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the Anna TX. As requested by the Anna TX, the Tyler project manager(s) provide regular updates to the Anna TX's steering committee and other Tyler governance members.

2.1.5 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the Anna TX management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.1.6 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

1.7 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The Anna TX shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the Anna TX does not provide acceptance or acknowledgement within five (5) business

days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the Anna TX does not agree the particular Deliverable or Control Point meets requirements, the Anna TX shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Anna TX shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Anna TX does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

1.8 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The Anna TX has the ability to allocate additional internal resources if needed. The Anna TX also ensures the alignment of their budget and Scope expectations.
- The Anna TX and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and Anna TX provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the Anna TX project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the Anna TX project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- Anna TX users complete prerequisites prior to applicable scheduled activities.

- Tyler provides guidance for configuration and processing options available within the Tyler software. The Anna TX is responsible for making decisions based on the options available.
- In the event the Anna TX may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the Anna TX's responsibility to define, document, and implement.
- The Anna TX makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The Anna TX will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

1.9 Data Conversion

- The Anna TX is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The Anna TX understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the Anna TX may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the Anna TX to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

1.10 Data Exchanges, Modifications, Forms and Reports

- The Anna TX ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.

- The Anna TX is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

1.11 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The Anna TX will provide network access for Tyler modules, printers, and Internet access to all applicable Anna TX and Tyler project staff.
- The Anna TX has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The Anna TX's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the Anna TX does not meet minimum standards of Tyler's published specifications.

1.12 Education

- Throughout the Project lifecycle, the Anna TX provides a training room for Tyler staff to transfer knowledge to the Anna TX's resources, for both onsite and remote sessions. The Anna TX will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the Anna TX will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The Anna TX determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The Anna TX provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a Anna TX provided projector, allowing all attendees the ability to actively engage in the training session.
- The Anna TX testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The Anna TX is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

1.13 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.1 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of Anna TX and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. Anna TX participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

4.1.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the Anna TX with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. Anna TX participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Anna TX's team. During this step, Tyler will work with the Anna TX to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning														
	TYLER								CLIENT						
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users
Assign Tyler project manager	A	R	I						I			I			
Provide initial Project documents to Client	A	I	R						C			I			
Sales to Implementation knowledge transfer	A	I	R						C						
Internal planning and phase coordination		A	R					C							

4.1.2 System Infrastructure Planning

The Anna TX provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the Anna TX's site. The Anna TX completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.1.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by Anna TX and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			–				
Deliver implementation management plan		A	R									C	C	–		–				

4.1.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.1.5 Stakeholder Presentation

Anna TX stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I				I	I	I	C	I	I	I	I		I	I	I
	Communicate successful Project criteria and goals			I						R	C	A	C	I	I	C	I	I		

4.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.1.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the Anna TX's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: Anna TX reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: Anna TX acceptance of schedule based on Anna TX resource availability and Project budget and goals.

4.1.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.2 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current Anna TX business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring Anna TX collaboration. The Anna TX shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.2.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.2.2 Current/Future State Analysis

Anna TX and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the Anna TX, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.2.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the Anna TX's Legacy System Applications to the Tyler system. Tyler staff and the Anna TX work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.2.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								C	I		I			C		
			I	C								A	C		C			R		

4.2.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The Anna TX reviews the specifications and confirms they meet Anna TX's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a Anna TX business process change. It is the responsibility of the Anna TX to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for Anna TX approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the Anna TX will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.2.6 Forms & Reports Planning

Anna TX and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either Anna TX-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.2.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.2.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to Anna TX business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: Anna TX acceptance of completed Questionnaire based on thoroughness of capturing all Anna TX business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy.
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the Anna TX, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the Anna TX's needs.
 - Scope: Design solution for Modification.
 - Acceptance criteria: Anna TX accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
 - Objective: Provide specifications for each Anna TX in Scope form, Report and output requirements.
 - Scope: Complete Forms package(s) included in agreement and identify Report needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
 - Objective: Installation of purchased Tyler software.
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the Anna TX is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, Anna TX team members are trained on applicable system administration tasks.

4.2.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.

- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

4.3 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the Anna TX's needs identified during the Assess and Define Stage, preparing the Anna TX for Final Testing and Training.

4.3.1 Configuration & Power User Training

Tyler staff collaborates with the Anna TX to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the Anna TX Power Users to prepare them for the Validation of the software. The Anna TX collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.3.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the Anna TX, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the Anna TX reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the Anna TX to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.3.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the Anna TX tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 rd Party Data Exchange Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.3.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the Anna TX for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C			I		

4.3.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the Anna TX tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3		Forms & Reports Validation																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report training				A	R								I	C		C			I		
Test Standard Forms & Reports				I	C		C						A	C		R			C		

4.3.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system.
 - Scope: Data conversion program complete; deliver converted data for review.
 - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
 - Objective: Provide instructions to the Anna TX to verify converted data for accuracy.
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
 - Acceptance criteria: Anna TX accepts data conversion delivery; Anna TX completes data issues log.
- Installation of Modifications on the Anna TX's server(s) *except for hosted Clients
 - Objective: Deliver Modification(s) in Tyler software.
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
 - Acceptance criteria: Delivery of Modification(s) results in objectives described in the Anna TX-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review.
 - Scope: Installation of all Standard Forms & Reports included in the Agreement.
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.3.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3rd party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The Anna TX and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.4 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the Anna TX review the final Cutover plan. A critical Project success factor is the Anna TX understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.4.1 Cutover Planning

Anna TX and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the Anna TX for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C						I	I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.4.2 User Acceptance Testing (UAT)

The Anna TX performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.4.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day Anna TX processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. Anna TX users who attended the Tyler sessions may train any Anna TX users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.4.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.4.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3rd party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

4.5 Production Cutover (Stage 5)

Anna TX and Tyler resources complete tasks as outlined in the Production Cutover Plan and the Anna TX begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the Anna TX transitions to the Tyler support team for ongoing support of the Application.

4.5.1 Final Data Conversion, if applicable

The Anna TX provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The Anna TX may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			C		I						I	A	C	I	I	I	I	R		
			I		I							A	C		R			I		
		A	I	I	R							I	I		I			C		
			I	C	C						I	A	C		R			C		
			I		I						I	A	C	I	C			R		

4.5.2 Production Processing & Assistance

Tyler staff collaborates with the Anna TX during Production Cutover activities. The Anna TX transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5		Production Processing & Assistance																			
		TYLER								CLIENT											
TASKS		Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing				C	C						—	—	A	R	R	R	R	R	R	—	—
Provide production assistance				A	R				C				—	C	C	C	C	C	C		

4.5.3 Transition to Tyler Support

Tyler project manager(s) introduce the Anna TX to the Tyler Support team, who provides the Anna TX with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.5.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with Anna TX project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.5.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.5.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase.
 - Acceptance criteria: Data is available in production environment.
- Support transition documents
 - Objective: Define strategy for on-going Tyler support.
 - Scope: Define support strategy for day-to-day processing, conference call with Anna TX Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
 - Acceptance criteria: the Anna TX receives tools to contact support and understands proper support procedures.

4.5.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

4.6 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The Anna TX moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.6.1 Close Phase/Project

The Anna TX and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the Anna TX project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
		A	R	C								C	C	I	C	I		C		
		A	R							I	I	C								
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.6.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.6.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget.
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.6.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Anna TX's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the Anna TX's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the Anna TX steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends Anna TX steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Prepares and presents contract milestone sign-offs for acceptance by Anna TX project manager(s).
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with Anna TX project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the Anna TX to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
 - Establishes risk/issue tracking/reporting process between the Anna TX and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the Anna TX any items that may impact the outcomes of the Project.
 - Collaborates with the Anna TX's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
 - Sets a routine communication plan that will aide all project team members, of both the Anna TX and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
 - Acts as liaison between project team and Tyler manager(s).
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and adjusts as necessary.
 - Interfaces closely with Tyler developers to coordinate program Modification activities.
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the Anna TX following configuration.
- Assists during Production Cutover process and provides production support until the Anna TX transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with Anna TX and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the Anna TX's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the Anna TX on the status and resolution of reported issues.

5.2 Anna TX Roles and Responsibilities

Anna TX resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 Anna TX Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the Anna TX steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 Anna TX Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.

- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Anna TX Policies

5.2.3 Anna TX Project Manager

The Anna TX shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Anna TX project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from Anna TX to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures invoicing and Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Signs off on contract milestone acknowledgment documents.
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Review and acknowledge Implementation Management Plan.
 - Defines project tasks and resource requirements for Anna TX project team.
 - Collaborates in the development and approval of the initial Project Plan and Project Plan.
 - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
 - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the Anna TX and Tyler and takes all necessary steps to proactively mitigate

- these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
 - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
 - Routinely communicates with both Anna TX staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
 - Acts as liaison between project team and stakeholders.
 - Identifies and coordinates all Anna TX resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and takes corrective action, if needed.
 - Provides guidance to Anna TX technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
 - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 Anna TX Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to Anna TX project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register

- Escalation of issues
- Communication with Tyler project team
- Coordination of Anna TX resources
- Attendance at scheduled sessions
- Change Management activities
- Modification specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 Anna TX Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Anna TX business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to Anna TX staff during and after implementation.

5.2.6 Anna TX End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 Anna TX Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from Anna TX's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for Anna TX third party Data Exchanges.
- Develops or assists in creating Reports as needed.

- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 Anna TX Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Anna TX's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with Anna TX and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 Anna TX Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10 Anna TX Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

6 Financial Conversion Summary

This document is a summary of what is included in the standard conversion for Tyler Technologies Financial Suite. Items not listed below are generally assumed to not be eligible for electronic data conversion.

1.14 Client Responsibilities

- Data in Tyler's Standard Data Layouts or approved formats
- Provide data definitions
- Provide matching reports & screen shots with the provided data
- Review conversion during setup and go-live

1.14.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

1.14.2Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

1.14.3Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

1.14.4General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The client is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The client is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JE's from Excel.

1.14.5Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and **NOTES**
- Unlimited historical transactions as provided by client.

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the client from Excel. The client will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

1.14.6 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

NOTE: Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The client will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.

1.14.7 Applications not converted

- Bank Reconciliation
- Employee Self Services/Time & Attendance

1.14.8 Custom Conversion Services

Tyler is able to provide custom conversion services for clients who need services beyond what the standard conversion offers. An estimate can be provided for these services, and actual time and materials are billed. The following are a few examples of items that are **not included** in the standard conversion and can be addressed through custom conversion services:

- Data cleaning; including but not limited to name clean-up and data fixes
- Converting from multiple sources of data
- Changing configuration after sign-off
- Work Order historical data
- Purchase Order historical data
- Inventory

1.15 Data Extract

The standard conversion includes converting from a single source of data. If data is stored in multiple databases or data is provided in multiple formats custom conversion services may be required. Below are the approved formats:

- Microsoft SQL Server database
- Microsoft Access database
- Delimited ASCII text files with headers (pipe “|” delimited is preferred)
- Excel spreadsheets – with flat data and headers, not grouped in report fashion
- PROGRESS database

To ensure that no data is corrupted, staff should exit the software prior to pulling the data and restrict processing of any transactions during this time.

It is important to understand that the conversion will not “rehabilitate” old data. The conversion process does not clean up or correct problems in old data; data is converted one for one. For example, if the current system allowed punctuation, the new software will also display data with the exact same punctuation after the conversion. If data manipulation is desired, please contact your Project Manager to assist in preparing a work order for these services.

Tyler Technologies deploys several methods of transferring files across the internet. For client’s sensitive data, we use Secure File Transfer Protocol (SFTP) servers because it is our policy to never transmit sensitive data across the Internet. If your data requires more sensitive measures please contact your assigned Project Manager. All data uploads and downloads are performed via secure connections. Prior to any data uploads you must compress your data. Your Project Manager will provide you with instructions containing your SFTP user name and password along with a tool for compressing your data.

1.15.1 Matching Reports

Matching reports are essential to your conversion. These will be used to determine the validity of the entire conversion. Please ensure the extracted data corresponds to these reports, as the conversion will not be able to be verified if this is not the case. See Appendix C for a full listing of necessary reports.

1.15.2 Screenshots

Screenshots are an important piece of Tyler being able to verify the location of data, how it appears in the legacy system, and that the data is converting correctly. These should be taken and provided at the same time the data pull is done. Screenshots are needed for each section being converted as well as any different variations of the same screen. Certain processes and field selections can drive variations in screen designs. We recommend a variety of examples ranging from your most complex cases that utilize every aspect of your legacy system to common cases. Showing every screen that is available for complex cases gives us insight into how we can convert your legacy data and accommodate your complex processes. See Appendix C for a full listing of necessary screenshots.

1.15.3 Duplicate Entry

Unless otherwise noted, it is assumed all data conversion elements will be converted once. While the timing of each data conversion element will be scheduled out between the Client and Tyler’s Project Managers, once an element has been converted and delivered, it will not be converted again and duplicate entry between the current legacy system and Incode 10 will be required for a period of time until Incode 10 becomes the live system of record.

7 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, APPROVING THE PURCHASE OF A SOFTWARE AS A SERVICE (SASS) AGREEMENT FOR ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE FROM TYLER TECHNOLOGIES, INC OF YARMOUTH, ME IN THE AMOUNT OF \$101,476, AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT.

WHEREAS, The City Council of the City of Anna, Texas (the "City Council") finds that the City financial technology has been in use since 2004; and

WHEREAS, the City staff recommends the City upgrade its financial software to improve efficiency and effectiveness in service to its neighbors; and

WHEREAS, Tyler Technologies provides the Incode financial ERP system that meets many of the City's financial requirements 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. Acknowledgement

The City Council hereby approves the purchase of Incode as a Software As a Service Agreement from Tyler Technologies, Inc of Yarmouth, ME in the amount of \$101,476 and includes the agreement attached as Exhibit A, and authorizes, ratifies, and approves the City Manager to execute the agreement.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 8th day of September, 2020.

ATTESTED:

APPROVED:

Carrie L. Smith, City Secretary

Nate Pike, Mayor



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020
Staff Contact: Terri Doby

AGENDA ITEM:

Consider/Discuss/Action approving an Ordinance adopting the FY2021 Budget. (City Manager Jim Proce)

SUMMARY:

The Annual Budget is developed through an extensive process of reviewing requests received from various City departments, then prioritizing those requests in a manner that utilizes resources effectively, within fiscal constraints, while working to achieve goals set forth by the City Council.

The proposed budget was presented to the City Council on August 11th and was posted on the City's website on August 12th. The public hearing on the proposed budget and tax rate were conducted on September 1st. Listed below is a breakdown of funds:

Fund	Amount
General Fund	\$11,527,578
Debt Service Fund	1,817,663
Utility Fund	10,476,006
Grant Fund	765,743
Special Revenue Fund	11,125
Park Development Fund (non-CIP)	517,811
Fire Capital Fund	-
Seizure Fund	-
Community Development Corporation	1,311,140
Economic Development Corporation	99,650
Community Investment Program	38,995,081
Total	\$65,521,797

The FY 2021 budget is funded with a tax rate of \$0.583000 per \$100 in taxable value, which less than the tax rate adopted last year.

While budgets are always a challenge, we have worked diligently to propose a budget that is both balanced and sufficient to meet the needs of the coming fiscal year. We express our appreciation to the City Council for their diligent efforts throughout the year in providing guidance, direction and support for our efforts to serve the City of Anna.

As Anna continues to grow, the city remains committed to the its Strategic Vision. The FY2021 budget is designed to preserve and enhance the quality of existing services and respond appropriately to our City's continuing growth and development.

FINANCIAL IMPACT:

Process to adopt Fiscal Year 2021 Budget.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval of the attached Ordinance adopting the FY2021 budget.

ATTACHMENTS:

1. FY2021 Budget Adoption Ordinance
2. Exhibit A Budget Adoption

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/2/2020
Final Approval - 9/4/2020

CITY OF ANNA, TEXAS

Ordinance No. _____

Ordinance Adopting the Budget for the 2020 – 2021 Fiscal Year

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF ANNA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; APPROPRIATING MONEY TO AN INTEREST AND SINKING FUND TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF ANNA FOR THE 2020 – 2021 FISCAL YEAR.

WHEREAS, the budget, appended hereto as Exhibit A, for the fiscal year beginning October 1, 2020 and ending September 30, 2021, was duly presented to the City Council by the City Manager and a public hearing was ordered by the City Council and a public notice of said hearing was caused to be given by the City Council and said notice was published in the Anna-Melissa Tribune and said public hearing was held according to said notice; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANNA THAT:

SECTION 1. The appropriations for the fiscal year beginning October 1, 2020, and ending September 30, 2021 for the support of the general government of the City of Anna, Texas, be fixed and determined for said terms in accordance with the expenditures shown in the City's fiscal year 2020 – 2021 budget, a copy of which is appended hereto as Exhibit A and incorporated herein as if set forth in full;

SECTION 2. The budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City's budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021.

SECTION 3. There is hereby appropriated the amount shown in said budget necessary to provide for an interest and sinking fund for the payment of principal and interest and the retirement of the bonded debt requirements of fiscal year 2020 – 2021 of the City of Anna.

PASSED AND APPROVED by record roll call vote on this, the 8th day of September 2020.

Ayes _____

Nays _____

Abstained _____

ATTESTED:

APPROVED:

City Secretary Carrie L. Land

Mayor Nate Pike

**CONSOLIDATED BUDGET SUMMARY OF REVENUE AND EXPENDITURES
FY2020-21**

	Major Governmental		Enterprise	Restricted Revenue	
	General	Debt Service	Utility	Grant	Special Revenue
BEGINNING BALANCES	\$ 5,331,397	\$ 138,245	\$ 3,985,083	\$ -	\$ 138,239
REVENUES:					
Property Taxes	\$ 6,736,415	\$ 1,852,163	\$ -	\$ -	\$ -
Sales Tax	2,205,000	-	-	-	-
Charges for Services	106,600	-	11,114,947	-	-
Licenses and Permits	2,147,100	-	-	-	-
Franchise and Local Taxes	601,600	-	-	-	7,800
Investment Income	70,000	11,000	75,600	-	1,100
Other Revenues	58,300	-	115,700	-	-
Intergovernmental	133,195	-	-	581,497	-
Fines	80,000	-	-	-	14,500
Donations	-	-	-	-	-
TOTAL REVENUE	\$ 12,138,210	\$ 1,863,163	\$ 11,306,247	\$ 581,497	\$ 23,400
Transfers from other funds	-	-	-	184,246	-
TOTAL REVENUES	\$ 12,138,210	\$ 1,863,163	\$ 11,306,247	\$ 765,743	\$ 23,400
TOTAL AVAILABLE RESOURCES	\$ 17,469,607	\$ 2,001,408	\$ 15,291,330	\$ 765,743	\$ 161,639
EXPENDITURES:					
Payroll	\$ 8,193,387	\$ -	\$ 2,050,648	\$ 705,868	\$ 1,800
Supplies	489,068	-	159,096	4,558	-
Maintenance	226,860	-	530,775	-	-
Services	2,200,937	5,500	5,640,125	5,317	9,325
Debt Service	-	1,812,163	2,095,362	-	-
Capital Outlay	67,326	-	-	50,000	-
Capital Improvement	350,000	-	-	-	-
Contingency	-	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 11,527,578	\$ 1,817,663	\$ 10,476,006	\$ 765,743	\$ 11,125
Transfers to other funds	609,246	-	-	-	-
TOTAL EXPENDITURES	\$ 12,136,824	\$ 1,817,663	\$ 10,476,006	\$ 765,743	\$ 11,125
ENDING FUND BALANCES	\$ 5,332,783	\$ 183,745	\$ 4,815,324	\$ -	\$ 150,514
Fund Balance Percentage	46.3%	10.1%	46.0%	0.0%	1352.9%

**CONSOLIDATED BUDGET SUMMARY OF REVENUE AND EXPENDITURES
FY2020-21**

Restricted Revenue			Component Units		Total All Funds		
Park Development	Fire Capital	Seizure	Community Development	Economic Development	Budget FY2021	Estimated FY2020	Actual FY2019
\$ 2,392,191	\$ 110,720	\$ 11,917	\$ 1,192,604	\$ 417,877	\$ 13,718,273	\$ 12,157,149	\$ 11,016,138
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,588,578	\$ 7,989,026	\$ 6,719,242
-	-	-	1,300,000	-	3,505,000	3,460,000	2,936,674
885,500	75,000	-	-	17,476	12,199,523	11,635,770	10,096,563
-	-	-	-	-	2,147,100	1,685,200	1,334,823
-	-	-	-	-	609,400	609,400	620,470
14,000	800	-	11,140	6,000	189,640	222,809	310,900
15,000	-	2,500	-	1,500	193,000	210,690	776,819
-	-	-	-	-	714,692	270,000	175,518
-	-	-	-	-	94,500	93,500	103,614
-	-	-	-	-	-	375	7,491
\$ 914,500	\$ 75,800	\$ 2,500	\$ 1,311,140	\$ 24,976	\$ 28,241,433	\$ 26,176,770	\$ 23,082,114
-	-	-	-	-	609,246	1,615,573	33,522
\$ 914,500	\$ 75,800	\$ 2,500	\$ 1,311,140	\$ 24,976	\$ 28,850,679	\$ 27,792,343	\$ 23,115,636
\$ 3,306,691	\$ 186,520	\$ 14,417	\$ 2,503,744	\$ 442,853	\$ 42,568,952	\$ 39,949,492	\$ 34,131,774
\$ 160,311	\$ -	\$ -	\$ 121,985	\$ -	\$ 11,233,999	\$ 8,594,765	\$ 6,748,293
-	-	-	7,100	-	659,822	607,682	576,302
-	-	-	-	3,000	760,635	917,108	977,975
234,500	-	-	852,804	96,650	9,045,158	8,183,615	8,368,312
-	-	-	329,251	-	4,236,776	4,235,939	4,466,101
123,000	-	-	-	-	240,326	465,314	422,656
-	-	-	-	-	350,000	-	381,464
-	-	-	-	-	-	-	-
\$ 517,811	\$ -	\$ -	\$ 1,311,140	\$ 99,650	\$ 26,526,716	\$ 23,004,423	\$ 21,941,103
-	-	-	-	-	609,246	1,615,573	33,522
\$ 517,811	\$ -	\$ -	\$ 1,311,140	\$ 99,650	\$ 27,135,962	\$ 24,619,996	\$ 21,974,625
\$ 2,788,880	\$ 186,520	\$ 14,417	\$ 1,192,604	\$ 343,203	\$ 15,432,990	\$ 15,329,496	\$ 12,157,149
0.0%	0.0%	0.0%	91.0%	344.4%	58.2%	66.6%	55.4%

**CITY OF ANNA
GENERAL FUND BY CATEGORY
FY2020-21**

	Actual 2018-19	Budget 2019-20	Estimated 2019-20	Budget 2020-21
BEGINNING BALANCES	\$ 4,619,185	\$ 4,324,683	\$ 5,846,943	\$ 5,331,397
REVENUES:				
Property Taxes	\$ 4,876,783	\$ 5,892,319	\$ 6,126,026	\$ 6,736,415
Sales Tax	1,835,421	1,911,312	2,160,000	2,205,000
Charges for Services	145,592	118,700	111,200	106,600
Licenses and Permits	1,334,823	1,272,750	1,685,200	2,147,100
Franchise and Local Taxes	612,332	646,600	601,600	601,600
Investment Income	138,658	129,714	103,000	70,000
Other Revenues	226,012	63,150	70,746	58,300
Intergovernmental	93,190	118,190	123,195	133,195
Fines	87,431	80,000	80,000	80,000
Donations	7,425	2,000	375	-
TOTAL OPERATIONAL REVENUE	\$ 9,357,667	\$ 10,234,735	\$ 11,061,342	\$ 12,138,210
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 9,357,667	\$ 10,234,735	\$ 11,061,342	\$ 12,138,210
TOTAL AVAILABLE RESOURCES	\$ 13,976,852	\$ 14,559,418	\$ 16,908,285	\$ 17,469,607
EXPENDITURES:				
Payroll	\$ 4,934,344	\$ 6,761,871	\$ 6,605,537	\$ 8,193,387
Supplies	372,144	409,480	431,238	489,068
Maintenance	282,408	219,576	367,808	226,860
Services	2,332,516	2,135,912	2,155,697	2,200,937
Capital Outlay	174,975	-	401,035	67,326
Capital Improvement	-	256,349	-	350,000
Contingency	-	300,000	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 8,096,387	\$ 10,083,188	\$ 9,961,315	\$ 11,527,578
Transfers to other funds	33,522	151,545	1,615,573	609,246
TOTAL EXPENDITURES	\$ 8,129,909	\$ 10,234,733	\$ 11,576,888	\$ 12,136,824
ENDING FUND BALANCES	\$ 5,846,943	\$ 4,324,685	\$ 5,331,397	\$ 5,332,783
Fund Balance Percentage	72.2%	42.9%	53.5%	46.3%

**CITY OF ANNA
GENERAL FUND BY DEPARTMENT
FY2020-21**

	Actual 2018-19	Budget 2019-20	Estimated 2019-20	Budget 2020-21
EXPENDITURES:				
General Government:				
Administration	\$ 529,423	\$ 789,260	\$ 586,885	\$ 447,740
City Council	76,922	44,939	44,828	31,278
City Manager's Office	536,917	650,727	654,524	1,010,799
City Secretary	136,583	193,588	183,581	233,967
Information Technology	-	-	-	312,190
Finance	409,667	645,077	568,093	561,998
	<u>\$ 1,689,512</u>	<u>\$ 2,323,591</u>	<u>\$ 2,037,911</u>	<u>\$ 2,597,972</u>
Development Services	<u>\$ 1,219,084</u>	<u>\$ 1,303,678</u>	<u>\$ 1,204,558</u>	<u>\$ 981,486</u>
Public Safety:				
Animal Control	\$ 74,680	\$ 67,042	\$ 67,042	\$ 77,327
Fire	1,412,154	1,635,570	2,078,939	2,017,811
Ambulance	125,167	137,684	122,250	128,400
Police	2,245,758	2,714,987	2,735,578	3,146,015
Municipal Court	115,912	135,934	128,768	135,245
	<u>\$ 3,973,671</u>	<u>\$ 4,691,217</u>	<u>\$ 5,132,577</u>	<u>\$ 5,504,798</u>
Neighborhood Services				
Neighborhood Services	\$ -	\$ -	\$ -	\$ 601,332
Parks	472,605	681,312	634,944	651,373
	<u>\$ 472,605</u>	<u>\$ 681,312</u>	<u>\$ 634,944</u>	<u>\$ 1,252,705</u>
Streets	<u>\$ 653,421</u>	<u>\$ 938,632</u>	<u>\$ 805,992</u>	<u>\$ 1,031,046</u>
Economic Development	<u>\$ 88,094</u>	<u>\$ 144,758</u>	<u>\$ 145,333</u>	<u>\$ 159,571</u>
TOTAL OPERATIONAL EXPENDITURES	<u>\$ 8,096,387</u>	<u>\$ 10,083,188</u>	<u>\$ 9,961,315</u>	<u>\$ 11,527,578</u>
Transfers to other funds	33,522	151,545	1,615,573	609,246
TOTAL EXPENDITURES	<u>\$ 8,129,909</u>	<u>\$ 10,234,733</u>	<u>\$ 11,576,888</u>	<u>\$ 12,136,824</u>

**CITY OF ANNA
GENERAL FUND REVENUE SUMMARY
FY2020-21**

	Actual 2018-19	Budget 2019-20	Estimated 2019-20	Budget 2020-21
REVENUES:				
Property Taxes				
Current Taxes	\$ 4,776,274	\$ 5,809,827	\$ 5,959,751	\$ 6,638,415
Delinquent Taxes	73,191	58,923	125,847	73,000
Penalty & Interest	27,318	23,569	40,428	25,000
	<u>\$ 4,876,783</u>	<u>\$ 5,892,319</u>	<u>\$ 6,126,026</u>	<u>\$ 6,736,415</u>
Sales Taxes				
Sales Taxes - General	\$ 1,468,337	\$ 1,529,050	\$ 1,730,000	\$ 1,765,000
Sales Taxes - Streets	367,084	382,262	430,000	440,000
	<u>\$ 1,835,421</u>	<u>\$ 1,911,312</u>	<u>\$ 2,160,000</u>	<u>\$ 2,205,000</u>
Charges for Services				
Zoning Fees	6,825	5,500	10,000	15,000
Subdivision Plats	16,385	13,000	15,000	10,000
Certificate of Occupancy	28,902	25,000	4,600	-
Rentals	84,600	67,000	78,600	78,600
Park Fees	8,880	8,200	3,000	3,000
	<u>\$ 145,592</u>	<u>\$ 118,700</u>	<u>\$ 111,200</u>	<u>\$ 106,600</u>
Licenses and Permits				
Building Permits	\$ 1,202,692	\$ 1,212,750	\$ 1,607,150	\$ 2,066,000
Contractor Registration	3,650	500	10,000	11,600
Alarm Permits	11,555	9,500	12,000	12,000
Other Miscellaneous Permits	116,926	50,000	56,050	57,500
	<u>\$ 1,334,823</u>	<u>\$ 1,272,750</u>	<u>\$ 1,685,200</u>	<u>\$ 2,147,100</u>
Franchise and Local Taxes				
Franchise Fees	\$ 610,624	\$ 645,000	\$ 600,000	\$ 600,000
Mixed Beverage Tax	1,708	1,600	1,600	1,600
	<u>\$ 612,332</u>	<u>\$ 646,600</u>	<u>\$ 601,600</u>	<u>\$ 601,600</u>
Investment Income	<u>\$ 138,658</u>	<u>\$ 129,714</u>	<u>\$ 103,000</u>	<u>\$ 70,000</u>
Other Revenues				
Gain on Sale of Assets	\$ 184,263	\$ 40,000	\$ 17,432	\$ -
Rental Registration	-	-	27,250	45,000
Miscellaneous	41,749	23,150	26,064	13,300
	<u>\$ 226,012</u>	<u>\$ 63,150</u>	<u>\$ 70,746</u>	<u>\$ 58,300</u>
Intergovernmental Revenue	<u>\$ 93,190</u>	<u>\$ 118,190</u>	<u>\$ 123,195</u>	<u>\$ 133,195</u>
Fines	<u>\$ 87,431</u>	<u>\$ 80,000</u>	<u>\$ 80,000</u>	<u>\$ 80,000</u>
Donations	<u>\$ 7,425</u>	<u>\$ 2,000</u>	<u>\$ 375</u>	<u>\$ -</u>
TOTAL OPERATIONAL REVENUE	<u><u>\$ 9,357,667</u></u>	<u><u>\$ 10,234,735</u></u>	<u><u>\$ 11,061,342</u></u>	<u><u>\$ 12,138,210</u></u>

CITY OF ANNA
GENERAL OBLIGATION DEBT SERVICE FUND
FY2020-21

	Actual 2018-19	Budget 2019-20	Estimated 2019-20	Budget 2020-21
BEGINNING BALANCES	\$ 281,807	\$ 250,125	\$ 89,877	\$ 138,245
REVENUES:				
Property Taxes	\$ 1,842,459	\$ 1,823,632	\$ 1,863,000	\$ 1,852,163
Sales Tax	-	-	-	-
Charges for Services	-	-	-	-
Licenses and Permits	-	-	-	-
Franchise and Local Taxes	-	-	-	-
Investment Income	13,820	15,882	11,000	11,000
Other Revenues	-	-	-	-
Intergovernmental	-	-	-	-
Fines	-	-	-	-
Donations	-	-	-	-
TOTAL OPERATIONAL REVENUE	\$ 1,856,279	\$ 1,839,514	\$ 1,874,000	\$ 1,863,163
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 1,856,279	\$ 1,839,514	\$ 1,874,000	\$ 1,863,163
TOTAL AVAILABLE RESOURCES	\$ 2,138,086	\$ 2,089,639	\$ 1,963,877	\$ 2,001,408
EXPENDITURES:				
Payroll	\$ -	\$ -	\$ -	\$ -
Supplies	-	-	-	-
Maintenance	-	-	-	-
Services	4,306	5,500	5,500	5,500
Debt Service	2,043,903	1,820,132	1,820,132	1,812,163
Capital Outlay	-	-	-	-
Capital Improvement	-	-	-	-
Contingency	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 2,048,209	\$ 1,825,632	\$ 1,825,632	\$ 1,817,663
Transfers to Utility Fund	-	-	-	-
TOTAL EXPENDITURES	\$ 2,048,209	\$ 1,825,632	\$ 1,825,632	\$ 1,817,663
ENDING FUND BALANCES	\$ 89,877	\$ 264,007	\$ 138,245	\$ 183,745

**CITY OF ANNA
GRANT FUND
FY2020-21**

	Actual 2018-19	Budget 2019-20	Estimated 2019-20	Budget 2020-21
BEGINNING BALANCES	\$ 2,846	\$ 1,789	\$ (111,518)	\$ -
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Sales Tax	-	-	-	-
Charges for Services	-	-	-	-
Licenses and Permits	-	-	-	-
Franchise Fees and Local Taxes	-	-	-	-
Investment Income	-	-	-	-
Other Revenues	-	-	-	-
Intergovernmental Revenue	82,328	19,226	146,805	581,497
Fines	-	-	-	-
Donations	-	-	-	-
TOTAL OPERATIONAL REVENUE	<u>\$ 82,328</u>	<u>\$ 19,226</u>	<u>\$ 146,805</u>	<u>\$ 581,497</u>
Transfers from other funds	33,522	151,545	4,350	184,246
TOTAL REVENUES	<u>\$ 115,850</u>	<u>\$ 170,771</u>	<u>\$ 151,155</u>	<u>\$ 765,743</u>
TOTAL AVAILABLE RESOURCES	<u>\$ 118,696</u>	<u>\$ 172,560</u>	<u>\$ 39,637</u>	<u>\$ 765,743</u>
EXPENDITURES:				
Payroll	\$ 111,063	\$ -	\$ -	\$ 705,868
Supplies	3,598	6,300	7,989	4,558
Maintenance	-	-	-	-
Services	4,035	11,601	3,769	5,317
Debt Service	-	-	-	-
Capital Outlay	111,518	-	27,879	50,000
Capital Improvement	-	-	-	-
Contingency	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	<u>\$ 230,214</u>	<u>\$ 17,901</u>	<u>\$ 39,637</u>	<u>\$ 765,743</u>
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	<u>\$ 230,214</u>	<u>\$ 17,901</u>	<u>\$ 39,637</u>	<u>\$ 765,743</u>
ENDING FUND BALANCES	<u>\$ (111,518)</u>	<u>\$ 154,659</u>	<u>\$ -</u>	<u>\$ -</u>

**CITY OF ANNA
SPECIAL REVENUE FUND
FY2020-21**

	Actual 2018-19	Budget 2019-20	Estimated 2019-20	Budget 2020-21
BEGINNING BALANCES	\$ 109,945	\$ 106,539	\$ 126,466	\$ 138,239
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Sales Tax	-	-	-	-
Charges for Services	-	-	-	-
Licenses and Permits	-	-	-	-
Franchise Fees and Local Taxes				
PEG Fees	8,138	8,526	7,800	7,800
Investment Income	2,350	-	1,100	1,100
Other Revenues	168	-	-	-
Intergovernmental	-	-	-	-
Fines				
Court Technology	2,474	2,500	2,500	2,500
Building Security	1,852	1,890	2,000	2,000
Child Safety	11,857	11,500	9,000	10,000
Donations	-	-	-	-
TOTAL OPERATIONAL REVENUE	\$ 26,839	\$ 24,416	\$ 22,400	\$ 23,400
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 26,839	\$ 24,416	\$ 22,400	\$ 23,400
TOTAL AVAILABLE RESOURCES	\$ 136,784	\$ 130,955	\$ 148,866	\$ 161,639
EXPENDITURES:				
Payroll	\$ 1,046	\$ 1,800	\$ 1,302	\$ 1,800
Supplies	-	-	-	-
Maintenance	-	-	-	-
Services	9,272	9,325	9,325	9,325
Debt Service	-	-	-	-
Capital Outlay	-	-	-	-
Capital Improvement	-	-	-	-
Contingency	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 10,318	\$ 11,125	\$ 10,627	\$ 11,125
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 10,318	\$ 11,125	\$ 10,627	\$ 11,125
ENDING FUND BALANCES	\$ 126,466	\$ 119,830	\$ 138,239	\$ 150,514

**CITY OF ANNA
PARKS DEVELOPMENT FUND
FY2020-21**

	Actual 2018-19	Budget 2019-20	Estimated 2019-20	Budget 2020-21
BEGINNING BALANCES	\$ 702,817	\$ 702,817	\$ 1,192,956	\$ 2,392,191
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Sales Tax	-	-	-	-
Charges for Services	900,150	787,500	1,194,068	885,500
Licenses and Permits	-	-	-	-
Franchise and Local Taxes	-	-	-	-
Investment Income	23,689	24,000	14,119	14,000
Other Revenues	15,494	-	12,848	15,000
Intergovernmental	-	-	-	-
Fines	-	-	-	-
Donations	-	-	-	-
TOTAL OPERATIONAL REVENUE	\$ 939,333	\$ 811,500	\$ 1,221,035	\$ 914,500
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 939,333	\$ 811,500	\$ 1,221,035	\$ 914,500
TOTAL AVAILABLE RESOURCES	\$ 1,642,150	\$ 1,514,317	\$ 2,413,991	\$ 3,306,691
EXPENDITURES:				
Payroll	\$ -	\$ -	\$ -	\$ 160,311
Supplies	45,941	-	5,500	-
Maintenance	-	4,434	10,000	-
Services	150	155,000	-	234,500
Debt Service	-	-	-	-
Capital Outlay	21,639	-	6,300	123,000
Capital Improvement	381,464	705,966	-	-
Contingency	-	-	-	-
TOTAL EXPENDITURES	\$ 449,194	\$ 865,400	\$ 21,800	\$ 517,811
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 449,194	\$ 865,400	\$ 21,800	\$ 517,811
ENDING FUND BALANCES	\$ 1,192,956	\$ 648,917	\$ 2,392,191	\$ 2,788,880

CITY OF ANNA
FIRE CAPITAL IMPROVEMENT FUND
FY2020-21

	Actual 2018-19	Budget 2019-20	Estimated 2019-20	Budget 2020-21
BEGINNING BALANCES	\$ 52,702	\$ 52,702	\$ 75,020	\$ 110,720
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Sales Tax	-	-	-	-
Charges for Services	38,400	15,000	65,000	75,000
Licenses and Permits	-	-	-	-
Franchise and Local Taxes	-	-	-	-
Investment Income	1,392	800	800	800
Other Revenues	-	-	-	-
Intergovernmental	-	-	-	-
Fines	-	-	-	-
Donations	-	-	-	-
TOTAL OPERATIONAL REVENUE	\$ 39,792	\$ 15,800	\$ 65,800	\$ 75,800
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 39,792	\$ 15,800	\$ 65,800	\$ 75,800
TOTAL AVAILABLE RESOURCES	\$ 92,494	\$ 68,502	\$ 140,820	\$ 186,520
EXPENDITURES:				
Payroll	\$ -	\$ -	\$ -	\$ -
Supplies	7,906	-	-	-
Maintenance	-	-	-	-
Services	-	-	-	-
Debt Service	-	-	-	-
Capital Outlay	9,568	30,000	30,100	-
Capital Improvement	-	-	-	-
Contingency	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 17,474	\$ 30,000	\$ 30,100	\$ -
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 17,474	\$ 30,000	\$ 30,100	\$ -
ENDING FUND BALANCES	\$ 75,020	\$ 38,502	\$ 110,720	\$ 186,520

CITY OF ANNA
PUBLIC SAFETY SEIZURE FUND
FY2020-21

	Actual 2018-19	Budget 2019-20	Estimated 2019-20	Budget 2020-21
BEGINNING BALANCES	\$ 9,416	\$ 8,927	\$ 5,514	\$ 11,917
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Sales Tax	-	-	-	-
Charges for Services	-	-	-	-
Licenses and Permits	-	-	-	-
Franchise and Local Taxes	-	-	-	-
Investment Income	198	-	50	-
Other Revenues	6,008	-	9,896	2,500
Intergovernmental	-	-	-	-
Fines	-	-	-	-
Donations	-	-	-	-
TOTAL OPERATIONAL REVENUE	<u>\$ 6,206</u>	<u>\$ -</u>	<u>\$ 9,946</u>	<u>\$ 2,500</u>
Transfers from other funds	-	-	-	-
TOTAL REVENUES	<u>\$ 6,206</u>	<u>\$ -</u>	<u>\$ 9,946</u>	<u>\$ 2,500</u>
TOTAL AVAILABLE RESOURCES	<u>\$ 15,622</u>	<u>\$ 8,927</u>	<u>\$ 15,460</u>	<u>\$ 14,417</u>
EXPENDITURES:				
Payroll	\$ -	\$ -	\$ -	\$ -
Supplies	-	-	2,500	-
Maintenance	-	-	-	-
Services	10,108	-	1,043	-
Debt Service	-	-	-	-
Capital Outlay	-	-	-	-
Capital Improvement	-	-	-	-
Contingency	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	<u>\$ 10,108</u>	<u>\$ -</u>	<u>\$ 3,543</u>	<u>\$ -</u>
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	<u>\$ 10,108</u>	<u>\$ -</u>	<u>\$ 3,543</u>	<u>\$ -</u>
ENDING FUND BALANCES	<u>\$ 5,514</u>	<u>\$ 8,927</u>	<u>\$ 11,917</u>	<u>\$ 14,417</u>

**CITY OF ANNA
UTILITY FUND
FY2020-21**

	Actual 2018-19	Budget 2019-20	Estimated 2019-20	Budget 2020-21
BEGINNING BALANCES	\$ 4,287,014	\$ 2,700,950	\$ 3,364,464	\$ 3,985,083
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Sales Tax	-	-	-	-
Charges for Services				
Water Sales	4,225,506	4,997,184	4,997,184	5,300,000
Sewer Charges	2,622,524	2,780,504	2,780,504	3,300,000
Solid Waste Charges	1,077,476	1,054,314	1,054,314	1,054,314
Other Fees and Charges	1,069,870	1,055,383	1,421,500	1,460,633
Licenses and Permits	-	-	-	-
Franchise Fees and Local Taxes	-	-	-	-
Investment Income	113,599	78,290	75,600	75,600
Other Revenues	122,744	92,100	115,700	115,700
Intergovernmental	-	-	-	-
Fines	-	-	-	-
Donations	-	-	-	-
TOTAL OPERATIONAL REVENUE	\$ 9,231,719	\$ 10,057,775	\$ 10,444,802	\$ 11,306,247
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 9,231,719	\$ 10,057,775	\$ 10,444,802	\$ 11,306,247
TOTAL AVAILABLE RESOURCES	\$ 13,518,733	\$ 12,758,725	\$ 13,809,266	\$ 15,291,330
EXPENDITURES:				
Payroll	\$ 1,638,519	\$ 1,960,478	\$ 1,899,496	\$ 2,050,648
Supplies	139,703	167,666	152,155	159,096
Maintenance	691,593	530,785	537,800	530,775
Services				
Water Purchases	1,049,027	1,000,000	1,000,000	1,130,400
Sewer Treatment	2,401,674	2,054,500	2,054,500	2,314,148
Solid Waste	939,780	1,011,681	1,011,681	1,042,031
Other	1,093,702	1,140,800	1,078,350	1,153,546
Debt Service	2,095,315	2,091,866	2,090,201	2,095,362
Capital Outlay	104,956	-	-	-
Contingency	-	100,000	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 10,154,269	\$ 10,057,775	\$ 9,824,183	\$ 10,476,006
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 10,154,269	\$ 10,057,775	\$ 9,824,183	\$ 10,476,006
ENDING FUND BALANCES	\$ 3,364,464	\$ 2,700,950	\$ 3,985,083	\$ 4,815,324
Fund Balance Percentage	33.1%	26.9%	40.6%	46.0%

**CITY OF ANNA
ECONOMIC DEVELOPMENT CORPORATION
FY2020-21**

	Actual 2018-19	Budget 2019-20	Estimated 2019-20	Budget 2020-21
BEGINNING BALANCES	\$ 211,555	\$ 189,102	\$ 588,696	\$ 417,877
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Sales Tax	-	-	-	-
Charges for Services	17,045	10,776	12,000	17,476
Licenses and Permits	-	-	-	-
Franchise and Local Taxes	-	-	-	-
Investment Income	4,669	3,996	6,000	6,000
Other Revenues	406,393	3,000	1,500	1,500
Intergovernmental	-	-	-	-
Fines	-	-	-	-
Donations	-	-	-	-
TOTAL OPERATIONAL REVENUE	\$ 428,107	\$ 17,772	\$ 19,500	\$ 24,976
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 428,107	\$ 17,772	\$ 19,500	\$ 24,976
TOTAL AVAILABLE RESOURCES	\$ 639,662	\$ 206,874	\$ 608,196	\$ 442,853
EXPENDITURES:				
Payroll	\$ -	\$ -	\$ -	\$ -
Supplies	446	-	1,200	-
Maintenance	3,974	5,000	1,500	3,000
Services	46,546	70,730	187,619	96,650
Debt Service	-	-	-	-
Capital Outlay	-	-	-	-
Capital Improvement	-	-	-	-
Contingency	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 50,966	\$ 75,730	\$ 190,319	\$ 99,650
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 50,966	\$ 75,730	\$ 190,319	\$ 99,650
ENDING FUND BALANCES	\$ 588,696	\$ 131,144	\$ 417,877	\$ 343,203
Fund Balance Percentage	1155.1%	173.2%	219.6%	344.4%

**CITY OF ANNA
COMMUNITY DEVELOPMENT CORPORATION
FY2020-21**

	Actual 2018-19	Budget 2019-20	Estimated 2019-20	Budget 2020-21
BEGINNING BALANCES	\$ 738,851	\$ 680,804	\$ 978,731	\$ 1,192,604
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Sales Tax	1,101,253	1,137,630	1,300,000	1,300,000
Charges for Services	-	-	-	-
Licenses and Permits	-	-	-	-
Franchise and Local Taxes	-	-	-	-
Investment Income	12,525	11,140	11,140	11,140
Other Revenues	-	-	-	-
Intergovernmental	-	-	-	-
Fines	-	-	-	-
Donations	66	-	-	-
TOTAL OPERATIONAL REVENUE	\$ 1,113,844	\$ 1,148,770	\$ 1,311,140	\$ 1,311,140
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 1,113,844	\$ 1,148,770	\$ 1,311,140	\$ 1,311,140
TOTAL AVAILABLE RESOURCES	\$ 1,852,695	\$ 1,829,574	\$ 2,289,871	\$ 2,503,744
EXPENDITURES:				
Payroll	\$ 63,321	\$ 110,038	\$ 88,430	\$ 121,985
Supplies	6,564	7,600	7,100	7,100
Maintenance	-	-	-	-
Services	477,196	705,256	676,131	852,804
Debt Service	326,883	325,876	325,606	329,251
Capital Outlay	-	-	-	-
Capital Improvement	-	-	-	-
Contingency	-	-	-	-
TOTAL OPERATIONAL EXPENDITURES	\$ 873,964	\$ 1,148,770	\$ 1,097,267	\$ 1,311,140
Transfers to other funds	-	-	-	-
TOTAL EXPENDITURES	\$ 873,964	\$ 1,148,770	\$ 1,097,267	\$ 1,311,140
ENDING FUND BALANCES	\$ 978,731	\$ 680,804	\$ 1,192,604	\$ 1,192,604
Fund Balance Percentage	112.0%	59.3%	108.7%	91.0%

CITY OF ANNA
CAPITAL IMPROVEMENTS PROGRAM
ALL FUNDS SUMMARY

	Actual	Estimated	Budget
	Prior Years	2019-20	2020-21
FUNDS			
Capital Non-Bond Fund	\$ 384,221	\$ 455,221	\$ 9,076,615
Capital Bond Fund	3,944,623	3,829,300	21,442,774
Street Maintenance Sales Tax	-	-	432,832
Utility Bond Fund	15,116	-	-
Utility Non-Bond Fund	1,010,888	235,667	4,827,500
PID Capital Projects	977,202	1,622,798	1,500,000
Park Development Fund	449,194	140,649	1,715,360
TOTAL	\$ 6,781,244	\$ 6,283,635	\$ 38,995,081

Budget		Budget		Budget		Budget	
2021-22		2022-23		2023-24		2024-25	
\$	3,900,000	\$	2,000,000	\$	2,000,000	\$	2,000,000
	-		-		-		-
	467,302		444,577		438,907		611,010
	-		2,275,000		6,775,000		7,900,000
	4,338,600		2,313,000		1,641,900		1,549,500
	-		4,000,000		-		-
	690,000		530,000		525,000		500,000
\$	9,395,902	\$	11,562,577	\$	11,380,807	\$	12,560,510

CITY OF ANNA
CAPITAL IMPROVEMENTS PROGRAM
CAPITAL PROJECTS NON BOND FUND

	Actual	Estimated	Budget
	Prior Years	2019-20	2020-21
BEGINNING BALANCE	\$ 1,180,184	\$ 920,326	\$ 3,216,618
Interest Revenue	\$ 36,248	\$ 20,000	\$ 20,000
Miscellaneous Revenue	-	758,665	-
Transfers In - Impact Fees	88,115	361,625	5,451,615
Transfers In - General Fund	-	1,611,223	425,000
TOTAL REVENUE	\$ 124,363	\$ 2,751,513	\$ 5,896,615
TOTAL AVAILABLE RESOURCES	\$ 1,304,547	\$ 3,671,839	\$ 9,113,233
PROJECTS			
Professional Engineering Services	\$ 42,020	\$ -	\$ 425,000
4th and Easton	305,608	-	-
East/West Collector Roadway	36,593	374,345	-
West Foster Crossing Road	-	80,876	800,000
City Hall Municipal Complex	-	-	800,000
Enterprise Resource Planning Software	-	-	100,000
Ferguson Parkway	-	-	340,000
Rosamond Parkway	-	-	4,101,615
Impact Fee Study & Plan Updates	-	-	60,000
Hackberry Lane	-	-	800,000
Taylor Boulevard	-	-	150,000
Downtown Street Expansion	-	-	1,500,000
TOTAL PROJECTS	\$ 384,221	\$ 455,221	\$ 9,076,615
ENDING FUND BALANCE	\$ 920,326	\$ 3,216,618	\$ 36,618

Budget 2021-22	Budget 2022-23	Budget 2023-24	Budget 2024-25	Project Total
\$ 36,618	\$ 56,618	\$ 76,618	\$ 96,618	
\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	
-	-	-	-	
3,900,000	2,000,000	2,000,000	2,000,000	
-	-	-	-	
\$ 3,920,000	\$ 2,020,000	\$ 2,020,000	\$ 2,020,000	
\$ 3,956,618	\$ 2,076,618	\$ 2,096,618	\$ 2,116,618	
\$ -	\$ -	\$ -	\$ -	467,020
-	-	-	-	305,608
-	-	-	-	410,938
-	-	-	-	880,876
-	-	-	-	800,000
-	-	-	-	100,000
100,000	2,000,000	2,000,000	2,000,000	6,440,000
3,000,000	-	-	-	7,101,615
50,000	-	-	-	110,000
-	-	-	-	800,000
750,000	-	-	-	900,000
-	-	-	-	1,500,000
\$ 3,900,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	
\$ 56,618	\$ 76,618	\$ 96,618	\$ 116,618	

CITY OF ANNA
CAPITAL IMPROVEMENTS PROGRAM
CAPITAL PROJECTS BOND FUND

	Actual	Estimated	Budget
	Prior Years	2019-20	2020-21
BEGINNING BALANCE	\$ 31,753,465	\$ 28,536,337	\$ 25,007,037
Interest Revenue	\$ 727,495	\$ 300,000	\$ 300,000
TOTAL REVENUE	\$ 727,495	\$ 300,000	\$ 300,000
TOTAL AVAILABLE RESOURCES	\$ 32,480,960	\$ 28,836,337	\$ 25,307,037
PROJECTS			
Engineering & Administration	\$ 69,563	\$ 8,300	\$ -
State Hwy 5 ROW Participation	1,029,415	-	-
Rosamond Parkway	248,385	150,000	150,000
Ferguson Parkway	100,540	50,000	-
City Hall Municipal Complex	2,448,178	3,600,000	21,292,774
Hackberry Drive Reconstruction	-	21,000	-
Transfer out - City Hall Utility Relocation	48,542	-	-
TOTAL PROJECTS	\$ 3,944,623	\$ 3,829,300	\$ 21,442,774
ENDING FUND BALANCE	\$ 28,536,337	\$ 25,007,037	\$ 3,864,263

Budget 2021-22		Budget 2022-23		Budget 2023-24		Budget 2024-25		Project Total
\$	3,864,263	\$	4,164,263	\$	4,464,263	\$	4,764,263	
\$	300,000	\$	300,000	\$	300,000	\$	300,000	
\$	300,000	\$	300,000	\$	300,000	\$	300,000	
\$	4,164,263	\$	4,464,263	\$	4,764,263	\$	5,064,263	
\$	-	\$	-	\$	-	\$	-	77,863
	-		-		-		-	1,029,415
	-		-		-		-	548,385
	-		-		-		-	150,540
	-		-		-		-	27,340,952
	-		-		-		-	21,000
	-		-		-		-	48,542
\$	-	\$	-	\$	-	\$	-	
\$	4,164,263	\$	4,464,263	\$	4,764,263	\$	5,064,263	

CITY OF ANNA
CAPITAL IMPROVEMENTS PROGRAM
STREET MAINTENANCE SALES TAX

	Budget 2020-21	Budget 2021-22
BEGINNING BALANCE	\$ 367,084	\$ 364,252
Street Maintenance Sales Tax	\$ 430,000	\$ 440,000
TOTAL REVENUE	\$ 430,000	\$ 440,000
TOTAL AVAILABLE RESOURCES	\$ 797,084	\$ 804,252
PROJECTS		
County Road 371	\$ 130,072	\$ 181,912
County Road 367 (Taylor)	24,705	-
East 6th Street	-	168,210
Easton Street	-	-
East 7th Street	129,060	-
Wortham Drive	58,995	-
North Riggins Street	-	72,360
North / South Interurban Street	-	44,820
North James Street	-	-
West 2nd Street	-	-
County Roads 376, 427, 366	-	-
County Road 425	-	-
County Road 365	-	-
Wildwood Trail	90,000	-
TOTAL PROJECTS	\$ 432,832	\$ 467,302
ENDING FUND BALANCE	\$ 364,252	\$ 336,950

Budget			Budget			Budget			Project
2022-23			2023-24			2024-25			Total
\$	336,950	\$	376,373	\$	445,666				
\$	484,000	\$	508,200	\$	523,446				
\$	484,000	\$	508,200	\$	523,446				
\$	820,950	\$	884,573	\$	969,112				
\$	134,595	\$	-	\$	-	\$	446,579		
	94,905		113,602		175,095		408,307		
	-		-		-		168,210		
	94,278		-		-		94,278		
	-		-		-		129,060		
	-		-		-		58,995		
	-		-		162,540		234,900		
	-		-		273,375		318,195		
	120,799		-		-		120,799		
	-		129,330		-		129,330		
	-		-		-		-		
	-		150,660		-		150,660		
	-		45,315		-		45,315		
	-		-		-		90,000		
\$	444,577	\$	438,907	\$	611,010				
\$	376,373	\$	445,666	\$	358,102				

CITY OF ANNA
CAPITAL IMPROVEMENTS PROGRAM
UTILITY BOND FUND PROJECTS

	Actual Prior Years	Estimated 2019-20	Budget 2020-21
BEGINNING BALANCE	\$ 119,355	\$ 105,013	\$ 105,013
2022 Certificates of Obligation	\$ -	\$ -	\$ -
2023 Certificates of Obligation	-	-	-
Future Issue	-	-	-
Interest Revenue	774	-	-
TOTAL REVENUE	\$ 774	\$ -	\$ -
TOTAL AVAILABLE RESOURCES	\$ 120,129	\$ 105,013	\$ 105,013
PROJECTS			
Engineering & Administration	\$ 15,116	\$ -	\$ -
Well #9	-	-	-
State Hwy 5 Utility Relocation	-	-	-
Grayson Pump Station	-	-	-
Treatment Plant Rehab & Expansion	-	-	-
TOTAL PROJECTS	\$ 15,116	\$ -	\$ -
ENDING FUND BALANCE	\$ 105,013	\$ 105,013	\$ 105,013

Budget 2021-22		Budget 2022-23		Budget 2023-24		Budget 2024-25		Project Total
\$	105,013	\$	105,013	\$	105,013	\$	2,505,013	
\$	-	\$	-	\$	-	\$	-	
	-		-		-		-	
	-		2,275,000		9,175,000		7,900,000	
	-		-		-		-	
\$	-	\$	2,275,000	\$	9,175,000	\$	7,900,000	
\$	105,013	\$	2,380,013	\$	9,280,013	\$	10,405,013	
\$	-	\$	-	\$	-	\$	-	15,116
	-		-		3,000,000		-	3,000,000
	-		1,900,000		1,400,000		1,900,000	5,200,000
	-		375,000		375,000		6,000,000	6,750,000
	-		-		2,000,000		-	2,000,000
\$	-	\$	2,275,000	\$	6,775,000	\$	7,900,000	
\$	105,013	\$	105,013	\$	2,505,013	\$	2,505,013	

CITY OF ANNA
CAPITAL IMPROVEMENTS PROGRAM
UTILITY NON-BOND FUND PROJECTS

	Actual Prior Years	Estimated 2019-20	Budget 2020-21
BEGINNING BALANCE	\$ 1,310,280	\$ 3,563,790	\$ 3,363,123
PID Assessment	\$ 2,223,600	\$ -	\$ -
Utility Fund Cash Reserves	-	-	467,500
Developer Contributions	-	-	-
Interest Revenue	50,863	35,000	30,000
Transfer - City Hall Utility Relocation	48,542	-	-
Transfer - Sewer Impact Fees	567,760	-	445,000
Transfer - Water Impact Fees	373,633	-	3,785,000
TOTAL REVENUE	\$ 3,264,398	\$ 35,000	\$ 4,727,500
TOTAL AVAILABLE RESOURCES	\$ 4,574,678	\$ 3,598,790	\$ 8,090,623
PROJECTS			
Professional Engineering Services	499,826	-	-
US 75 Utility Relocations	74,654	-	150,000
Water System Maintenance	341,859	-	-
Hackberry Elevated Storage Tank	23,414	114,363	-
Wastewater Treatment Plant SCADA	58,135	1,304	-
East Fork Regional Sewer Line	13,000	-	-
Foster Crossing Water Line B	-	-	-
Impact Fee Study & Plan Updates	-	120,000	100,000
Well #9	-	-	-
Collin Pump Station Expansion	-	-	3,700,000
Throckmorton Creek Trunk Sewer Expansion	-	-	250,000
State Hwy 5 Utility Relocation	-	-	25,000
Sherley Storage Tank Rehabilitation	-	-	-
Storage Tank Painting & Rehabilitation	-	-	-
Generator Installs	-	-	-
Water Main Replacements	-	-	320,000
Wastewater Treatment Analysis	-	-	135,000
Treatment Plant Rehab & Expansion	-	-	50,000
Inflow and Infiltration Projects 1 - 4	-	-	-
Clay Tile Sewer Main Replacement	-	-	97,500
TOTAL PROJECTS	\$ 1,010,888	\$ 235,667	\$ 4,827,500
ENDING FUND BALANCE	\$ 3,563,790	\$ 3,363,123	\$ 3,263,123

Budget 2021-22		Budget 2022-23		Budget 2023-24		Budget 2024-25		Project Total
\$	3,263,123	\$	3,393,123	\$	3,423,123	\$	3,453,123	
\$	-	\$	-	\$	-	\$	-	
	655,000		1,563,000		1,291,900		1,049,500	
	583,600		-		-		-	
	30,000		30,000		30,000		30,000	
	-		-		-		-	
	3,150,000		250,000		250,000		500,000	
	50,000		500,000		100,000		-	
\$	4,468,600	\$	2,343,000	\$	1,671,900	\$	1,579,500	
\$	7,731,723	\$	5,736,123	\$	5,095,023	\$	5,032,623	
	-		-		-		-	499,826
	600,000		500,000		-		-	1,324,654
	-		-		-		-	341,859
	-		-		-		-	137,777
	-		-		-		-	59,439
	-		-		-		-	13,000
	583,600		-		-		-	583,600
	-		-		-		-	220,000
	-		-		100,000		-	100,000
	-		-		-		-	3,700,000
	2,500,000		-		-		-	2,750,000
	-		250,000		250,000		500,000	1,025,000
	195,000		-		-		-	195,000
	-		100,000		100,000		100,000	300,000
	-		135,000		125,000		-	260,000
	90,000		110,000		120,000		150,000	790,000
	-		-		-		-	135,000
	120,000		150,000		110,000		150,000	580,000
	250,000		960,000		740,000		630,000	2,580,000
	-		108,000		96,900		19,500	321,900
\$	4,338,600	\$	2,313,000	\$	1,641,900	\$	1,549,500	
\$	3,393,123	\$	3,423,123	\$	3,453,123	\$	3,483,123	

CITY OF ANNA
CAPITAL IMPROVEMENTS PROGRAM
PID CAPITAL PROJECTS

	Actual Prior Years	Estimated 2019-20	Budget 2020-21
BEGINNING BALANCE	\$ -	\$ 7,504,778	\$ 5,881,980
Contributions	1,014,412	-	-
Interest Revenue	67,506	-	-
Transfers In	-	-	-
Bond Proceeds - Major Improvement Area	2,072,779	-	-
Bond Proceeds - Improvement Area #1	5,327,283	-	-
TOTAL REVENUE	\$ 8,481,980	\$ -	\$ -
TOTAL AVAILABLE RESOURCES	\$ 8,481,980	\$ 7,504,778	\$ 5,881,980
PROJECTS			
Hurricane Creek Trunk Sewer	\$ 977,202	\$ 1,622,798	\$ -
Hurricane Creek Temporary Treatment	-	-	1,500,000
TOTAL PROJECTS	\$ 977,202	\$ 1,622,798	\$ 1,500,000
ENDING FUND BALANCE	\$ 7,504,778	\$ 5,881,980	\$ 4,381,980

Budget 2021-22		Budget 2022-23		Budget 2023-24		Budget 2024-25		Project Total
\$	4,381,980	\$	4,381,980	\$	381,980	\$	381,980	
	-		-		-		-	
	-		-		-		-	
	-		-		-		-	
	-		-		-		-	
	-		-		-		-	
\$	-	\$	-	\$	-	\$	-	
\$	4,381,980	\$	4,381,980	\$	381,980	\$	381,980	
\$	-	\$	4,000,000	\$	-	\$	-	6,600,000
	-		-		-		-	1,500,000
\$	-	\$	4,000,000	\$	-	\$	-	
\$	4,381,980	\$	381,980	\$	381,980	\$	381,980	

CITY OF ANNA
CAPITAL IMPROVEMENTS PROGRAM
PARK DEVELOPMENT

	Actual FY2019	Estimated 2019-20	Budget 2020-21
BEGINNING BALANCE	\$ 702,817	\$ 1,192,956	\$ 2,284,844
Developer Fees	\$ 900,150	\$ 1,194,068	\$ 885,500
Miscellaneous Revenue	15,494	24,350	15,000
Interest Revenue	23,689	14,119	14,000
TOTAL REVENUE	\$ 939,333	\$ 1,232,537	\$ 914,500
TOTAL AVAILABLE RESOURCES	\$ 1,642,150	\$ 2,425,493	\$ 3,199,344
PROJECTS			
Parks Master Plan	\$ -	\$ 33,037	\$ 141,963
Sherley Heritage Park Playground	315,031	-	-
Sherley Heritage Park Train & Improvements	22,077	76,988	510,360
Johnson Park Improvements	-	-	625,000
Trails	-	-	195,000
Natural Springs Park Improvements	13,831	-	-
Slayter Creek Park Improvements	32,567	-	135,000
Natural Springs Paw Park	65,688	63,661	-
Land Acquisition	-	-	250,000
TOTAL PROJECTS	\$ 449,194	\$ 140,649	\$ 1,715,360
ENDING FUND BALANCE	\$ 1,192,956	\$ 2,284,844	\$ 1,483,984

Budget 2021-22	Budget 2022-23	Budget 2023-24	Budget 2024-25	Project Total
\$ 1,483,984	\$ 1,708,484	\$ 2,092,984	\$ 2,482,484	
\$ 885,500	\$ 885,500	\$ 885,500	\$ 885,500	
15,000	15,000	15,000	15,000	
14,000	14,000	14,000	14,000	
\$ 914,500	\$ 914,500	\$ 914,500	\$ 914,500	
\$ 2,398,484	\$ 2,622,984	\$ 3,007,484	\$ 3,396,984	
\$ -	\$ -	\$ -	\$ -	175,000
-	-	-	-	315,031
-	-	-	-	609,425
-	-	150,000	-	775,000
195,000	-	-	-	390,000
45,000	80,000	125,000	250,000	513,831
200,000	200,000	-	-	567,567
-	-	-	-	129,349
250,000	250,000	250,000	250,000	1,250,000
\$ 690,000	\$ 530,000	\$ 525,000	\$ 500,000	
\$ 1,708,484	\$ 2,092,984	\$ 2,482,484	\$ 2,896,984	



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020
Staff Contact: Terri Doby

AGENDA ITEM:

Consider/Discuss/Action regarding a Resolution ratifying the property tax revenue increase reflected in the City of Anna FY2021 Budget. (City Manager Jim Proce)

SUMMARY:

Section 102.007 of the Local Government Code states that “adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget”.

The budget is funded by a tax rate of \$0.583000, which is less than the tax rate adopted last year. The total amount of revenue generated from property taxes will increase by \$854,621 which is a 11.1 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$611,001.

FINANCIAL IMPACT:

Process to adopt Fiscal Year 2021 Budget.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval of the attached Resolution.

ATTACHMENTS:

1. FY2021 Tax Rate Ratification Resolution

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/2/2020
Final Approval - 9/4/2020

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ANNA, ACKNOWLEDGING AND RATIFYING THAT THE ADOPTION OF THE FISCAL YEAR 2020-2021 ANNUAL BUDGET WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS FISCAL YEAR

WHEREAS, The City Council (the "Council") of the City of Anna wishes to comply with Section 102.007 of the Local Government Code; and

WHEREAS, Section 102.007 of the Local Government Code requires a separate vote of the Council if the budget will require raising more revenue from property taxes than the previous fiscal year; and,

WHEREAS, this resolution satisfies the aforementioned requirement;

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

Section 1. Recitals Incorporated.

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

Section 2. Acknowledgement and Ratification

The Fiscal Year 2020-2021 annual budget will raise more revenue from property taxes than the previous fiscal year's budget by \$854,621 or 11.1%, and of that amount \$611,001 is tax revenue to be raised from new property added to the tax roll this year.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 8th day of September, 2020.

ATTESTED:

APPROVED:

City Secretary Carrie L. Land

Mayor Nate Pike



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020
Staff Contact: Terri Doby

AGENDA ITEM:

Consider/Discuss/Action approving an Ordinance adopting the FY2021 Tax Rate. (City Manager Jim Proce)

SUMMARY:

The FY2021 budget can be funded by adopting a tax rate of \$0.583000 cents per \$100 valuation. Of the total tax rate, \$0.467053 cents are dedicated to the general fund maintenance and operations (M&O) and \$0.115947 cents are dedicated for the payment of general fund debt obligations, or interest and sinking (I&S).

State regulations require specific language to be included in the ordinance and motion adopting the tax rate. The language in the motion is meant to reflect the change in the total tax rate while the language in section 5 of the ordinance only reflects the change in the M&O portion of the rate. The M&O rate exceeds the M&O effective rate by 7.18% and is higher than the FY2020 adopted rate resulting in a \$15.51 increase on a \$100,000 home.

As the proposed rate exceeds the effective rate of \$0.569415, the motion must be made in the following form:

“I move that the property tax rate be increased by the adoption of a tax rate of \$0.583000, which is effectively an 2.39% percent increase in the tax rate.”

In addition to statutory requirements for the language of the motion to adopt the tax rate, Sec. 26.05(b) requires 60% of the Council to vote in favor of a tax rate that exceeds the no-new-revenue tax rate. This means that 5 members of the Council must vote in favor of the motion to pass the \$0.583000 rate.

FINANCIAL IMPACT:

Process to adopt Tax Year 2020 / Fiscal Year 2021 property tax rate.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval of the attached Ordinance adopting a tax rate of \$0.583000 cents per \$100 in valuation for the 2020 tax year.

ATTACHMENTS:

1. FY2021 Tax Rate Adoption Ordinance

APPROVALS:

Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/2/2020
Final Approval - 9/4/2020

CITY OF ANNA, TEXAS

Ordinance No. _____

Ordinance Setting the Tax Rate for the Next Fiscal Year

AN ORDINANCE LEVYING PROPERTY TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF ANNA FOR THE 2020-2021 FISCAL YEAR; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF ANNA; PROVIDING FOR APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES; AND, PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS.

SECTION 1. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of Anna, and to provide an Interest and Sinking Fund for the 2020-2021 fiscal year; upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of \$0.583000 on each \$100.00 in valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

- a. For the maintenance and support of the general government (General Fund) \$0.467053 on each \$100 valuation of property.
- b. For the purposes of creating an Interest and Sinking Fund to pay the interest and principal maturities of all outstanding debt of the City of Anna, not otherwise provided for, a tax of \$0.115947 on each \$100 valuation of property.

SECTION 2. That taxes levied under this ordinance shall be due October 1, 2020 and if not paid on or before January 31, 2021 shall immediately become delinquent. There shall be no discount for payment of taxes on or prior to January 31, 2021. A delinquent tax shall incur all penalty and interest authorized by law, Section 33.01 of the Texas Property Tax Code, as amended, to wit: a penalty of 6% of the amount of the tax for the first calendar month the tax is delinquent plus 1% for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent, or such other penalty as may be allowed by law.

Provided, however, a tax delinquent on July 1, 2021 incurs a total penalty of 12% of the amount of the delinquent tax without regard to the number of months the tax had been delinquent. A delinquent tax shall also accrue interest at a rate of 1% for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1, 2021 incur an additional penalty of 15% of the amount of taxes, penalty and interest due; such additional penalty is to defray the costs of collection due pursuant to the contract with the City's attorney authorized by Section 6.30 of the Texas Property Tax Code, as amended.

SECTION 3. All taxes shall become a lien upon the property against which assessed, and the city assessor and collector of the City of Anna is hereby authorized and empowered to enforce the collections of such taxes according to the Constitution and laws of the State of Texas and ordinances of the City of Anna shall, by virtue of the tax rolls, fix and establish a lien by levying upon such property, whether real or personal, for the payment of said taxes, penalty and interest; and, the interest and penalty collected from such delinquent taxes shall be apportioned to the general funds of the City of Anna. All delinquent taxes shall bear interest from date of delinquency at the rate as prescribed by state law.

SECTION 4. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

SECTION 5. THIS TAX RATE WILL EFFECTIVELY BE RAISED BY 7.18 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$15.51.

SECTION 6. Taxes shall be payable in full at the office of the Tax Assessor/Collector, Kenneth Maun, 2300 Bloomdale Road, Suite 2366, McKinney, Texas 75071. The Town shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 7. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED by record roll call vote on this, the 8th day of September 2020.

Ayes _____ Nays _____ Abstained _____

ATTESTED:

APPROVED:

City Secretary Carrie L. Land

Mayor Nate Pike



Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action Letter to Governor Abbott regarding Executive Order GA-29.
(City Manager Jim Proce)

SUMMARY:

At the August 11 City Council Meeting, the City Council discussed the merits and intent of submitting a letter to Governor Abbott requesting that he revoke Executive Order GA-29 mandating statewide face coverings. The letter has been drafted based off the direction provided by the City Council on August 11.

FINANCIAL IMPACT:

There is no fiscal impact associated with this item.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Letter to Governor Abbott Re EO GA-29

APPROVALS:

Ryan Henderson, Assistant City Manager
Jim Proce, City Manager

Created/Initiated - 9/4/2020
Final Approval - 9/4/2020



111 North Powell Parkway Anna, TX 75409
Phone: 972-924-3325 www.annatexas.gov

THE CITY OF **Anna**

September 8, 2020

Honorable Greg Abbott
Governor of Texas
Office of the Governor
P.O. Box 12428
Austin, Texas 78711-2428

Re: Request for revocation of Executive Order GA-29

Dear Governor Abbott,

The City of Anna City Council formally objects to the July 2, 2020, Executive Order GA-29 establishing a statewide face covering requirement. The City Council believes that due to the highly varied circumstances and incidences of COVID-19 in different areas of the State, that as local officials, we are more than capable of making decisions on local health issues and that we, the City Council of the City of Anna, should have the authority on whether or not face coverings should be mandated within our community.

We request that you revoke Executive Order GA-29, removing the State's authority of mandating face coverings within local jurisdictions.

Nate Pike, Mayor
111 N. Powell Parkway
P.O. Box 776
Anna, Texas 75409



Item No. 9.

City Council Agenda
Staff Report

Meeting Date: 9/8/2020

Staff Contact:

AGENDA ITEM:

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

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary

Created/Initiated - 9/4/2020