

AGENDA

City Council Meeting



Tuesday, November 10, 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 November 10, 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.

5. **Work Session.**

- a. Review and Discuss Future Bond Program Development (Economic Development Manager Taylor Lough)

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, October 27, 2020. (City Secretary Carrie Land)
- b. Review minutes of the October 5, 2020 Planning and Zoning Commission meeting. (Director of Development Services Ross Altobelli)
- c. Approve a Resolution regarding the Jonic Addition, Block A, Lot 1, Minor Plat. (Director of Development Services Ross Altobelli)
- d. Approve a Resolution regarding the Avery Pointe Commercial, Block A, Lot 1R and 2, Replat. (Director of Development Services Ross Altobelli)
- e. Development Agreement - The Woods at Lindsey Place
Approve a Resolution entering into a development agreement with LHJH Properties, LTD to establish development and design regulations for further development on 275 acres located at the northwest and southwest corners of future Rosamond Parkway and Future Ferguson Parkway. (Director of Development Services Ross Altobelli)
- f. Approve a Resolution authorizing the City Manager to execute a Roadway Impact Fee Credit Agreement for the construction of Leonard Avenue by and between Gehan Homes, Limited and the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)
- g. Approve a Resolution authorizing the City Manager to execute an amendment to the Task Order for the engineering design and land surveying of Hackberry Drive by and between the City of Anna, Texas and Birkhoff, Hendricks, and Carter LLP. (Director of Public Works Greg Peters, P.E.)
- h. Approve a Resolution authorizing the City Manager to execute payment to the North Collin Special Utility District for the relocation of an existing 2-inch water main in Foster Crossing Road as required for the widening of Foster Crossing Road. (Director of Public Works Greg Peters, P.E.)
- i. Approve a Resolution authorizing the City Manager to condemn real property for the sanitary sewer easement required for the construction and maintenance of the Hurricane Creek Line B sanitary sewer main. (Director of Public Works Greg Peters, P.E.)
- j. Approve a Resolution authorizing the City Manager to execute a Task Order with Biggs & Matthews, Inc. for the engineering analysis and design of the expansion of the Collin Water Pump Station to increase public water supply for the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)
- k. Approve a Resolution authorizing the City of Anna, Texas to participate in the Collin County Purchasing Cooperative for the purchase of goods and services for the public and authorize the city manager to sign the agreement. (Finance Director Alan Guard)

- l. Approve the Quarterly Investment Report for the Period Ending September 30, 2020. (Finance Director Alan Guard)
- m. Approve Resolution approving a policy and procedure for naming City parks, trails, recreational areas and other recreational facilities. (Neighborhood Services Director Marc Marchand)
- n. Approve Resolution approving and authorizing the City Manager to purchase playground equipment for Johnson Park from GameTime c/o Total Recreation Products, Inc. through Buy Board Texas Cooperative. (Neighborhood Services Director Marc Marchand)
- o. Approve Ordinance amending Chapter 7, Health and Sanitation, Article 7.03, Food Establishments, to provide regulations relating to food establishments, food trucks and mobile vendors. (Neighborhood Services Director Marc Marchand)
- p. Approve Ordinance amending Appendix A (Fee Schedule) adding a new article for Health Permit Fees. (Neighborhood Services Director Marc Marchand)
- q. Approve Resolution approving extension of Agreements with Collin County for Animal Control Services. (Neighborhood Services Director Marc Marchand)
- r. Approve Resolution approving and authorizing the City Manager to purchase a John Deere 5100E Utility Tractor from United Ag & Turf through Buy Board Texas Cooperative. (Neighborhood Services Director Marc Marchand)
- s. Approve a government document for participation in the Federal Equitable Sharing Agreement regarding the Anna Police Department's Asset Forfeiture Report. (Chief Isom)

7. Items For Individual Consideration.

- a. 1) Conduct a public hearing to consider public comment regarding the West Crossing Phase 11, Block KK, Lots 23R and 25R, and Block MM, Lot 28R, Replat.

2) Consider/Discuss/Action on a Resolution regarding the West Crossing Phase 11, Block KK, Lots 23R and 25R, and Block MM, Lot 28R, Replat.

(Director of Development Services Ross Altobelli)
- b. 1) Conduct a public hearing to consider public comments to rezone 275± acres located at the northwest corner and southwest corner of future Rosamond Parkway and future Ferguson Parkway from AG Agricultural District to Planned Development-Multi-Use (PD-MU). The planned development district will include Restricted Commercial (C-1), General Commercial (C-2), Multiple-Family Residential - High Density (MF-2), Single Family Residence-72 (SF-72), Single Family Residence-60 (SF-60), Single-Family Residence - Zero lot line homes (SF-Z), and Single-Family Townhome District (SF-TH). Applicant: David Booth, DR Horton

2) Consider/Discuss/Action on an Ordinance regarding the request to rezone 275± acres from AG Agricultural District to Planned Development-Multi-Use (PD-MU).

3) Consider/Discuss/Action on a Resolution regarding the Concept Plan, The

Woods at Lindsey Place, associated with the rezoning request.

(Director of Development Services Ross Altobelli)

- c. Consider/Discuss/Action On A Resolution Setting A Public Hearing Under Sec. 372.009 Of The Texas Local Government Code On The Advisability Of The Dissolution Of A Public Improvement District And Improvements Within The Extraterritorial Jurisdiction Of The City.
- d. Consider/Discuss/Action On 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.
- e. Consider/Discuss/Action on an Ordinance Ordering a Run-Off Election to be held December 8, 2020. (City Secretary Carrie Land)
- f. Consider/Discuss/Action on filling a vacancy on the Planning and Zoning Commission. (City Secretary Carrie Land)

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).

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 November 6, 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. 5.a.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Taylor Lough
Alan Guard

AGENDA ITEM:

Review and Discuss Future Bond Program Development (Economic Development Manager Taylor Lough)

SUMMARY:

Staff will provide a presentation outlining the bond program development, potential projects and related financial information.

FINANCIAL IMPACT:

The presentation will include a financial overview of the city's financial position and cost estimates of potential projects.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

N/A. Staff is seeking City Council direction and feedback on project selection and prioritization.

ATTACHMENTS:

APPROVALS:

Taylor Lough, Economic Development Administrator Created/Initiated - 11/5/2020



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020

Staff Contact:

AGENDA ITEM:

Approve Council Meeting Minutes, October 27, 2020. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. CCmin20201027 DRAFT

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 11/4/2020
Final Approval - 11/5/2020

**Regular City Council Meeting
Meeting Minutes**



Tuesday, October 27, 2020 @ 6:30 PM

**Sue Rattan Elementary School
1221 S. Ferguson Parkway, Anna, Texas 75409**

The City Council of the City of Anna met at 6:30 PM, on October 27, 2020, at Sue Rattan Elementary School, 1221 S. Ferguson Parkway to consider the following items.

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

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

All Members were present.

2. Invocation and Pledge of Allegiance.

Deputy Mayor Pro Tem Beazley led the invocation and pledge.

3. Neighbor Comments.

Gina Ottarvio
Danny Ussery

4. Reports.

a. Recognition of neighbors Chris Reeves and Josh Hahn. (Chief Isom)

5. Work Session. Moved to later in the meeting after .

a. Review and Discuss Future Bond Program Development (Economic Development Manager Taylor Lough)

The City of Anna has constructed capital projects through a variety of funding means. The City Council asked staff to provide direction related to a bond program in order to fund capital projects with general obligation bonds.

Staff provided a presentation outlining the bond program development, potential projects and related financial information.

6. Consent Items.

a. Approve City Council Meeting Minutes for October 13, 2020. (City Secretary Carrie Land)

- b. Review minutes of the September 1, 2020 Planning & Zoning Commission meeting. (Director of Development Services Ross Altobelli)
- c. Approve a Resolution authorizing the emergency purchase of equipment and labor for the repair of Well 5 in order to maintain adequate water supply for the City of Anna's public water system. (Director of Public Works Greg Peters P.E.)

On September 16, 2020, Well 5 experienced a catastrophic equipment failure during operation, requiring it to be shut down for repair. As our largest producing well, Well 5 contributes approximately 25% of the total water supply needed each day in the City of Anna. As such, it was imperative for this well to be brought back online as quickly as possible.

The City engaged THI Water Well, LLC to pull the well pumps and motors, as they have a great deal of expertise in this type of work, have the capability to provide emergency response, and are familiar with our well systems.

THI pulled the pump and motor on September 18, 2020 and found irreparable damage to both the pump and motor. City staff immediately submitted a request for the purchase and installation of replacement.

The parts were delivered on September 21, 2020 and repairs were completed on September 24, 2020. The total cost for all equipment and labor was \$92,017.53. As an emergency repair need, the City Manager was able to authorize this work immediately. Since this cost exceeds the \$50,000 threshold, staff is required to bring this item for Council approval prior to making payment.

Well 5 is back online and is under normal operation. The replacement pump and motor have an industry standard 1-year warranty.

The total cost of \$92,017.53 will be paid for out of the Public Works Department's Utility Fund line item for "Maintenance & Repair - Pumps, Wells, & Motors."

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO MAKE PAYMENT TO THI WATER WELL, LLC FOR EMERGENCY PURCHASE OF EQUIPMENT AND LABOR FOR THE REPAIR OF WELL 5 AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, IN THE AMOUNT NOT TO EXCEED NINETY TWO THOUSAND SEVENTEEN DOLLARS AND FIFTY THREE CENTS (\$92,017.53); AND PROVIDING FOR AN EFFECTIVE DATE.

- d. Approval of an application for Texas Cooperative Liquid Assets Security System program (Texas CLASS) as an investment option. (Finance Director, Alan Guard)

A city's investment goals include safety, liquidity and return on investment. In order to maximize each of these goals it is important to have a number of alternatives for investing city funds. Currently, the City of Anna uses TexPool,

our primary bank, Independent Bank and periodically, Certificates of Deposit from other local banks. In order to provide more competition and possibly increase the rate of return on our investments, staff recommends adding Texas CLASS as an alternative vehicle for the investment of city funds.

Texas CLASS is similar to TexPool and is used by many cities in Texas for the investment of public funds. Texas CLASS is allowable under the City's Investment Policy, is very safe for investments, and allows same day liquidity of funds when needed. Additional materials are available for review.

- e. An Ordinance approving the 2020 Tax Roll (City Manager Jim Proce)

The Collin County Tax Assessor - Collector recently submitted the Tax Roll summary for the City of Anna. The report is attached. Texas Property Tax Code, Section 26.09, requires the City to pass an ordinance approving the 2020 Tax Roll.

AN ORDINANCE APPROVING THE 2020 TAX ROLL FOR THE CITY OF ANNA, TEXAS

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

7. **Items For Individual Consideration.**

- a. Consider/Discuss/Action on a Resolution approving a Subdivision Improvement and Economic Development Incentive Agreement for a medical office project. (Economic Development Director Joey Grisham)

Now that the Anna Surgery Center is nearly open, the next phase of the medical campus project located on west side of US 75 is a 30,000+ square foot medical office building. This facility will house multiple medical specialists and staff including general practitioners, and employ at least 30 people. Following this project, retail/restaurant pad sites will be developed and potentially a micro hospital. This development is expected to employ over 250 people within 10 years with a net benefit to the city of approximately \$3.7 Million. A total capital investment of at least \$45 Million is expected over the first 10 years.

To help offset infrastructure costs to the developer, we are recommending the waiver of roadway, water, and wastewater fees estimated at \$174,738, and a property tax rebate of up to \$1 Million over 20 years. These incentives will help advance the project forward. The agreement includes the following requirements:

- ☐ Maintaining a minimum of 30 jobs for at least five years
- ☐ Minimum capital investment of \$8 Million
- ☐ Must commence construction on public improvements within 12 months of approval of agreement
- ☐ Commence vertical construction within 20 months of approval of agreement
- ☐ Commence operations within 36 months of approval of agreement

- ☐ Only impact fees for medical office building will be waived in this agreement-- does not include additional development area
- ☐ Annual property tax rebate includes 50% of the M&O portion of the tax on real and business personal property. I&S portion is not included.
- ☐ This item was listed as a priority in the City of Anna Strategic Plan

Waiver of impact fees estimated at \$174,738 and up to \$1 Million property tax rebate over twenty years.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING A SUBDIVISION IMPROVEMENT AND ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH ANNA MOB PARTNERS, LLC AND ANNA INVESTMENTS, LLC.

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

- b. Consider/Discuss/Action on an Ordinance amending Anna City Code of Ordinances by amending Article 9.05, Section 9.05.017 regarding Political Signs. (City Manager Jim Proce)

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING ARTICLE 9.05, SECTION 9.05.017 REGARDING POLITICAL SIGNS; 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: Mayor Pike moved to table to January 2021. Council Member Toten seconded. Motion carried 6-0.

- c. Consider/Discuss/Act on a Resolution approving and authorizing a Merchant Processing Agreement with Heartland Payment Systems. (Director of Neighborhood Services Marc Marchand)

This Resolution authorizes the City Manager to enter into a Merchant Processing Agreement with Heartland Payment Systems.

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 multiple merchant processing companies and recommends Heartland Payment Systems. Heartland Payment Systems is a reputable

company, and their fees are low. 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 Heartland Payment Systems.

Heartland Payment Systems' fees are based on an Interchange Plus method. The interchange is the fee that credit card companies control and the rate fluctuates based on several factors including card brand, card type, signature, rewards and transaction method. Heartland Payment Systems' average interchange rate for municipalities with similar average ticket and volume is 1.69%. This fee is charged plus Heartland Payment Systems' fee which is currently .48%.

There is a one-time fee of \$348 plus monthly fees of \$40 as well as the batch fees. All other fees including the transaction fees will be passed onto customers.

Staff anticipates needing two machines for a one-time cost of \$348 with software. The monthly fees total \$40 plus the batch and transaction fees.

The agreement is for 36 months and automatically renews for 12 months thereafter unless terminated by either party 60 days prior to the end of the term or renewal.

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.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MERCHANT PROCESSING AGREEMENT WITH HEARTLAND PAYMENT SYSTEMS.

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

8. Closed Session (Exceptions).

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

- a. Consult with legal counsel regarding pending or contemplated litigation and/or on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (Tex. Gov't Code §551.071). City of Anna v. Zayo Group, LLC, Henkels & McCoy, LLC, and Sadler Boring, LLC; 366th District Court, Collin County, Texas, Case No. 366-05638-2018; Bunetto EEOC Charge No. 450-2020-06836
- b. 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).

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

Mayor Pike recessed the meeting at 7:57 PM.

Mayor Pike reconvened the meeting at 8:37 PM.

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

No action.

10. **Adjourn.**

Mayor Pike adjourned the meeting at 8:37 PM.

Approved on November 10, 2020.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Ross Altobelli

AGENDA ITEM:

Review minutes of the October 5, 2020 Planning and 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. 10-05-2020 PZ Minutes

APPROVALS:

Carrie Land, City Secretary
Lauren Mecke, Planner II
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/5/2020
Approved - 11/5/2020
Approved - 11/5/2020
Final Approval - 11/6/2020

**MINUTES
PLANNING AND ZONING COMMISSION
October 5, 2020**

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on October 5, 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 7:02 p.m.

Members present were Wayne Barton, Alonzo Tutson, Danny Ussery, Donald Henke, Nick Rubits, and Latoya Grady. Staff present were Ross Altobelli, Lauren Mecke, Olivia Demings, 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.

Chairman Tutson acknowledged Councilman Bryan and thanked him for being present.

4. Location Map

Consent Items

Commissioner Barton requested that items 5 and 9 be removed from the consent agenda.

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

7. Consider/Discuss/Action on a recommendation regarding the Irick Estate, Block A, Lot 1 Development Plat. Applicant: Sean Irick

8. Consider/Discuss/Action on a recommendation regarding the Victoria Falls Center Addition, Block A, Lot 3R Replat. Applicant: RLG Consulting Engineers.

A motion was made by Chairman Tutson seconded by Commissioner Rubits to recommend approval of consent items 6, 7, and 8. The vote was unanimous.

5. Consider/Discuss/Action to approve minutes of the September 1, 2020 Planning and Zoning Commission meeting.

Commissioner Barton proposed two changes to the September 1, 2020 minutes. Item 5, 5th paragraph (last paragraph), page 1: As I recall, my motion to approve Item 5 included the following: “subject to on-site sewage facility review by Collin County Development Services”. Item 9, 4th paragraph from the end, page 4: As I recall, my statement was that I liked the “revisions” as staff has presented it, not the “reviews” as staff has presented it.

A motion was made by Commissioner Ussery seconded by Commissioner Henke to recommend approval of the September 1, 2020 Planning and Zoning Commission meeting minutes with corrections. The vote was unanimous.

9. Consider/Discuss/Action on a recommendation regarding the Victoria Falls Center Addition, Block A, Lot 3R Site Plan. Applicant: RLG Consulting Engineers.

Commissioner Barton proposed two changes to the site plan. Currently the plan indicates that the right handicap space is van accessible. Under the TDLR recommendation 502.3.4 handicap van spaces are preferred to be on the left. Additionally, new TDLR 68.104 regulation, effective August 1st, 2020, states that “NO PARKING” lettering must be in the access isle. The site plan should be revised to show the lettering on the pavement.

A motion was made by Commissioner Barton seconded by Commissioner Rubits to recommend approval of the site plan with corrections. The vote was unanimous.

10. A) Conduct a public hearing to consider public comments to rezone 275± acres located at the northwest corner and southwest corner of future Rosamond Parkway & future Ferguson Parkway from AG Agricultural District to Planned Development-Restricted Commercial, General Commercial, Multiple-Family Residential - High Density, Single Family Residence-60, Single-Family Residence - Zero lot line homes, and Two-Family Residence District (PD-C-1/C-2/MF-2/SF-60/SF-Z/TF). Applicant: DR Horton

Mr. Altobelli gave a brief presentation and answered questions from the commission. A planned development to rezone current AG Zoning on the future Rosemond and future Ferguson Pkwy. Some of the proposed zoning districts will include modification to their base zoning, including 5' reduced rear yard setback in SF-60, 5' reduced side yard (corner lot) in SF-Z, 5% increase in lot coverage for SF-60 and TF, 2-story height limitation within 100 feet of single and two family zoning for MF-2, and prohibiting automobile and related service use and the majority of transportation, utility and communication uses in C-1. The applicant has agreed to some stipulations to enhance the quality of product, including an 8' hike and bike trail, preservation of existing tree line, wider side walks connecting SF-Z to neighborhood parks, berms with tree planting between multifamily and residential zoning, private amenity center to include a pool and splash pad, and proposed neighborhood parks. The Future Land Use Plan identifies this area as Commercial, Employment Center, and Medium Density Residential. The presented PD is not in conformance with our Future Land Use Plan; however, the future land use plan does not consider the Mantua zoning which includes significant office, retail, and mixed-use zoning. Staffs sees that there is a need for future housing near the Mantua zoning and are currently neutral as it relates to the non-conformance of the Future Land Use Plan. Based upon proposed stipulations and the amenities the applicant is proposing staff is in support of the overall zoning request. Applicant is not proposing to change the density of the lots, they will meet if not exceed the minimums of the base. They are requesting to reduce the setbacks to allow for a larger house product on the lot.

Commissioner Henke asked for an explanation of the Mantua zoning.

Mr. Altobelli responded the zoning includes commercial along US Highway 75, the residential is further to the west and north. The property being discussed tonight was part of the original concept but was not rezoned. The area opposite the proposed zoning is identified as mixed-use zoning including retail, office and multiuse. It will be a dense urban product.

Commissioner Henke also asked for clarification of the purple area on the Future Land Use Map.

Mr. Altobelli responded that this is intended to be employment center, meaning offices. Several of the areas previously identified are now zoned residential. The comprehensive plan did not include a definition.

Mr. Barton added his speculation, based on observation, that there has been a concern of Anna being strictly residential and creating these employment centers was towards the intent of making sure there were places for people to work.

Commissioner Rubits questioned if this is approved what would the City have left of employment centers as a whole.

Mr. Altobelli responded that most of it has been rezoned and the City is the process of updating our future comprehensive plan.

Jeff Miles, 802 North Kealy, Lewisville, TX 75057, applicant for the project and representative of DR Horton was present and provide a brief presentation. DR Horton met with planning and EDC and were encouraged to bring forward a resolution for zoning change. We believe they support residential in this area. The Mantua zoning, a little further to the west, has quite a bit of office on it. We believe that one of the reasons we were encouraged to bring forth residential is to help kick-start the Mantua development. One of the things we've discussed and will work out is to connect Rosemond to US75 to the high school. We think this a good project to connect our development to the school and to create another connection to 75. We have tried to incorporate plenty of trails because it is one of the most requested amenities. We have a great opportunity on this property to preserve a dense forest area and make it a city park. We will do some improvements on the park area and dedicate it to the City.

Commissioner Grady asked the applicant what the price points were on the proposed homes.

David Booth, 7306 Miller Rd, Rowlett, TX, 75086, representative of the applicant DR Horton, responded that the exact pricing hasn't been determined but they see it being like Anna Crossing, in the 250,000 to 260,000 average sales price range. It could change due to cost increases over time.

Commissioner Rubits stated that he could recall that Zero Lot Line homes have been a big source of discussion in the past for being something the City did not want to see.

Mr. Altobelli added that the Zero Lot Line home does allow for a center load product. It still needs to be 10ft separations between the home it just allows for a smaller lot. If there is any concern it should be because of the size of the lots not the setbacks, because it is still maintaining the standard of 10ft. If there is less than 5ft on any lot we would make sure there was an access easement for the property owner to do repairs or access parts of their house as needed.

Mr. Miles responded that their intent is for a 5ft and 5ft lot configuration. We have done product like this in McKinney. We are adding diversity of product and opportunity.

Mr. Rubits clarified with staff that they are reducing corner lots setbacks to 10' from 15' for SF-60, Two Family, Patio Home lots. As well as, reducing the rear yard setback by 5' for all lots from 25' to 20'. However, they are not modifying the lot depth and are maintaining the minimum which would allow for a larger house footprint.

Mr. Booth added that there are varying lengths of house plans, this is to accommodate the longest house plan.

Commissioner Ussery asked how many Zero Lot Line homes would be in the development and what would the typical square footage be.

Commissioner Barton responded that there would be 345 Zero Lot Line homes, 22.9% of the lots.

Mr. Miles added that the square footage could vary anywhere between 1,500 to 2,400 sq.ft.

Mr. Altobelli added that there will be an additional stipulation for the height of the multifamily when adjacent to the Single Family or Two-Family zoning district, that it will not exceed two stories. Any three-story product will be set back 100 ft.

Chairman Tutson confirmed with the applicant that they are planning on 600 multifamily units.

Commissioner Barton added that he believed at total build out there would be 3,000 to 3,600 people.

Kimberly Christensen, 5720 CR 424 Anna, TX 72409. As a realtor, I would like you to consider the density of this product how it will affect the schools and the City services. I have been selling homes in the community since 1975. We have welcomed DR Horton and been grateful for some of the things they have done, but some of the things have affected our market in a negative way. I ask that we don't set back pricing by 15 years. If the house is a \$250,000-\$260,000 home does that mean our duplexes are \$125,000 to \$130,000? The pecan grove product's low prices and how quickly they sold hurt our preexisting stock and its value. This will affect us for years to come.

Commissioner Barton followed up with Mrs. Christensen, that her concern was price point of the homes.

She responded that her concern was price point, value, and that we need better quality. We have not allowed the Zero Lot or 40ft products before, so why now. DR Horton has great product that we need to see.

Commissioner Grady asked the applicant why the homes are so cheap.

Mr. Miles responded that we don't dictate the market. The market dictates what we can charge. It's a little more density then what you are used to but at the same time, the Mantua development is very dense. We were encouraged to gradually reduce the density. We are probably a year and half away from building homes, prices could change. It's the market that dictates pricing. We like the variety of product. We are providing a product for those who might wish to downsize. We have similar product in McKinney that sold for \$280,000. We came in at the 2008 recession about bought 1300 lots in Pecan Grove and sold houses for \$175,000. The fact that we are selling homes for \$230,000 and \$240,000, I think, mean the people in Phase 1 and Phase 2 have seen appreciation in their homes.

Commissioner Ussery confirmed with the applicant the property is currently under contract.

Commissioner Rubits asked if there are impact fees for the site.

Mr. Altobelli responded that we have not looked at fees, but it is based on homes. Some will be reimbursable because of the infrastructure required.

Ms. Mecke added that Anna ISD was present at the pre application meeting and they did not have any significant comments.

Mr. Altobelli state that the developer will be increasing the sidewalks for students and families to walk to school.

Councilman Bryan asked Mr. Altobelli how this fit into our new Comprehensive Plan and would there be any adverse effects.

Mr. Altobelli has not seen the new plan yet. The consultant is looking at compact centers and areas where we can consolidate residential and commercial for a denser environment to support commercial product. We understood the Mantua had a significant amount of commercial component and felt as if this land use with the multifamily as a buffer and the variety of product contained the ability for individuals to transition to different housing types.

The public hearing closed at 7:56 p.m.

B) Consider/Discuss/Action on a recommendation regarding the request to rezone 275± acres from AG Agricultural District to Planned Development-Restricted Commercial, General Commercial, Multiple-Family Residential - High Density, Single Family Residence-60, Single-Family Residence - Zero lot line homes, and Two-Family Residence District (PD-C-1/C-2/MF-2/SF-60/SF-Z/TF).

Commissioner Barton stated that he wanted to focus on the C-1 Commercial between the flood plain and the SF-60 for his first comment. In December of 2019, a concept plan was approved for Meadow Vista. This concept plan has abutting the proposed commercial area, single-family lots. During the discussion of June 1st relating to the Villages of Waters Creek, the idea of commercial backing up to single family was considered abhorrent. For that reason, I do not want to see commercial there. If the fellow commissioners want to see commercial there, I would propose a Plan B of putting the same restrictions on it as we did for Water's Creek. From the developer's standpoint, I know the limitations of a narrow piece of land and it is often easy to put commercial there and figure it out later, but I do not think this is the right use to put up against Meadow Vista. Additionally, we have a grade school just off the concept map. CR 371 is not recognized in the plan. The entrance close to the intersection does not make since.

Mr. Altobelli said that the thoroughfare plan has this road being relocated up in this general area.

Commissioner Barton stated that this solved his concern with the entrance.

Commissioner Barton continued that in the plan there are 40 ft lots and zero lot line. At one point the developer said this is great for people who want to downsize, but at the same time were saying those same lots were saying these homes will provide housing for employees of the commercial center. I'm confused as to the real intent. We as a city have said we aren't interested in zero lot line homes. I understand buffering single family from heavy commercial. I don't have a problem with multifamily and the multifamily providing worker housing. I don't think two family and zero lot line are an appropriate use for this land.

Commissioner Ussery added that he agreed with this point. The City Council has had a big discussion about patio homes. This is a thorn right now. The mayor and council don't like this product. Also, we agreed as a commission before that we don't put commercial against single family homes.

Chairman Tutson commented that Commissioner Ussery and himself had served on the Neighborhood Design Committee and he was having a difficult time being able to agree with this project and the reduction of 15' to 10' side yard setback for corner lots. We worked hard on this. I spoke to representative from the ISD. I am disappointed they are not here, but I know they were at the preliminary meeting. As a former educator, this is a lot of kids and I don't see any support for the ISD from this community. The applicant is going to have to persuade me to give this the green light. There are several major roads and a lot of potential kids and we aren't giving it consideration. I do remember the conversation about the commercial about losing commercial property to residential. Right now, we are 75% residential to 25% commercial.

Commissioner Grady responded that Joe K Bryant is right next to the project. Everyone will be driving through West Crossing to take their kids to school. The schools are not supported here. I have a concern with the \$250,000 price point. We need to increase value. I agree it doesn't make since.

Commissioner Henke stated that we have already set a precedent if you have commercial next to residential. We should allow them to do the same thing. Now this logic about the schools, are we just not going to build houses anymore? As far as density goes are we going to mandate estate homes only, that doesn't make since. This being so close to the freeway, this is where you want this kind of density, next to Mantua. Further in it may not be appropriate but next to US Highway 75 it makes since.

Chairman Tutson replied that with such high density and no plans for an additional elementary school, we are creating a danger zone for the children. It is less than 2 miles from the elementary school. There will be a lot of walking and traffic. I heard Mr. Barton say we are looking at 3,300 people. That's a lot of bodies and a lot of kids. We need to figure out the safety of it. I don't see it going along with our comprehensive plan. I would have a difficult time convincing my peers that this is a good idea. I would have a difficult time convincing the Mayor and Council that this is conducive to what we want to see as a City. How can we get the students from the community to the elementary school safely?

Commissioner Henke answered that it would be like any other elementary school, I don't see the problem. Most kids will get dropped off anyways. How do they get to the middle school now? A lot of kids might be homeschooling still because of the pandemic.

Chairman Tutson responded that he has seen kids try to cross the road at Highway 5 and my heart stops. I think households will be empty once these pandemic passes.

Commissioner Ussery added that he think the Future Land Use Map ought to be adhered to. I think we should keep school and office buildings instead of residential. We are updating the comprehensive plan, but the maps are for a purpose and we are changing it and putting 3,300 people here. There could be a better use.

Commissioner Rubits stated that I have a problem with Zero Lot Line homes. We have a long-standing thought of we don't want that here. Its just leading to more of a bedroom community and we need more commercial for tax revenue. I noticed the commercial is butting up directly to SF-60 lots. We need some sort of buffer like duplexes. That's assuming the commercial can even be used. I understand the commercial will be on the west side of the highway, so I like that the multifamily and two family will be buffers. Why wasn't the multifamily used as a continuous buffer. I am appreciative of the fact that they are saving the forest area for the City. I would like to add that the tree line needs to be raised and get rid of the brush. This is an expensive thing, but better for safety. You can't stop building homes because the school system is not keeping up and I understand the

navigational concerns. I not as concerned about the walking but having a small county road as the feeder road is concerning. There is room for improvement. I am on the fence of approving it with stipulations. As is I don't think it would have my approval. We must give them a fair shot of coming up with a plan that we can work with. I don't see Collin College buying land here, so we need to save land for that, but I don't want us to see us lose all our commercial. I would have preferred more commercial on the west side. I think they can improve it to where I would approve it.

Commissioner Barton added that he picks up his grandchildren at Joe K Bryant and Harlow and can testify that there are a lot of cars but all of the houses to the east of Joe K have bikers, scooters, and walkers head home without vehicles and I see the same thing at Harlow, a lot of kids walking because they have safe access. I am concerned about land use.

A motion was made by Commissioner Barton to recommend denial of the rezoning.

Mr. Booth interjected that he would like to make a statement before voting. A lot of this tonight is the first time we have heard these types of issues. Unless you want to deny it, at least give us time to make revisions. If we are going to table it and still be talking about land use and that this needs to be an employment center, then it's just a waste of time. Please let us know if we can work on the plan or if it will still get denied.

Commissioner Henke clarified with applicant that the EDC has been at meetings. It's a pipe dream that this would be an office area, its too far from 75. Does anyone think we need to hold out for that, it would stay vacant for years?

Commissioner Rubits explained that his objection was to the layout.

Commissioner Barton added that he thinks residential use is fine, but not the layout.

Commissioner Henke relayed to the applicant that there are no expectations that this will come back as an industrial park or office center.

Chairman Tutson relayed his concern to staff that the applicant would be able to come up with a plan in time for the next meeting.

Mr. Altobelli responded that if you vote to deny tonight, it is just a recommendation. There would still be a Council vote, that would have to have super majority vote to overturn Commission's recommendation. I feel comfortable that these revisions are accomplishable in time for the next meeting. I do have a concern with what was expressed about walkability and access to schools. They have proposed improvements to help facilitate that, such as 8ft sidewalks.

Commissioner Barton stated that if the applicant is willing to work with us I'm in favor of tabling over denial. If they aren't ready they can request it be held until they are ready. I'd rather wait for a quality project.

Commissioner Barton withdrew his motion to deny.

A motion was made by Commissioner Henke seconded by Chairman Tutson to table the zoning request until November 2, 2020 Planning and Zoning meeting at 7:00p.m. The vote was unanimous.

C) Consider/Discuss/Action on a recommendation regarding the Concept Plan, The Woods at Lindsey Place, associated with the rezoning request.

A motion was made by Commissioner Rubits seconded by Commissioner Ussery to table the concept plan until the November 2, 2020 Planning and Zoning meeting at 7:00p.m. The vote was unanimous.

11. A) Conduct a public hearing to consider public comments to rezone 370± acres located on the west side of future Standridge Boulevard, 662± feet north of West White Street (FM 455) Planned Development 689-2015-Single-Family Residence (SF-84) to Planned Development SF-84 Single-Family Residence District, SF-72 Single-Family Residence District, SF-60 Single-Family Residence District, and SF-Z Single-Family Residence District – Zero Lot Line homes (PD-SF-84/SF-72/SF-60/SF-Z). Applicant: Peloton Land Solutions

Ms. Mecke stated that the applicant has requested to table this meeting until the November 2nd planning and zoning meeting at 7:00 p.m.

The public hearing opened at 8:37 p.m.

There were no public comments.

Commissioner Henke questioned if this applicant was asking for a similar mix of residential to the previous applicant.

Chairman Tutson answered yes, but they have an elementary school.

Commissioner Henke responded that you aren't going to get a school in every subdivision.

A motion was made by Commissioner Rubits seconded by Commissioner Grady to continue the public hearing until the November 2, 2020 Planning and Zoning meeting at 7:00p.m.. The vote was unanimous.

B) Consider/Discuss/Action on a recommendation regarding the request to rezone 370± acres Planned Development 689-2015-Single-Family Residence (SF-84) to Planned Development SF-84 Single-Family Residence District, SF-72 Single-Family Residence District, SF-60 Single-Family Residence District, and SF-Z Single-Family Residence District – Zero Lot Line homes (PD-SF-84/SF-72/SF-60/SF-Z).

A motion was made by Commissioner Rubits seconded by Chairman Grady to table the zoning request until November 2, 2020 Planning and Zoning meeting at 7:00p.m. The vote was unanimous.

C) Consider/Discuss/Action on a recommendation regarding the Concept Plan, The Villages of Hurricane Creek, associated with the rezoning request.

A motion was made by Commissioner Rubits seconded by Commissioner Ussery to table the concept plan until the November 2, 2020 Planning and Zoning meeting at 7:00p.m.. The vote was unanimous.

Mr. Altobelli had a question for the commission before adjourning. This is the first I've heard about the City's and the Commission's displeasure with Zero Lot Line homes. Is this something the Commission would want staff to investigate in order to remove the SF-Z zoning district?

Ms. Mecke asked for clarification if the issue was with the small lot or the placement within the lot?

Councilman Bryan responded that Council did not want to continue the trends of cookie cutter homes. The fast-growing part of our population is young families. We were wanting to start a trend

of higher quality product to keep them in the town as they move to something newer and better. Additionally, right now, we do not have the amenities for people who want to downsize.

Commissioner Grady added that the price point doesn't make sense. I don't want a \$250,000 home next to me.

Commissioner Barton further added that the idea of zoning is to have control of what your community looks like. If you go to Houston where there is no zoning, it is a free for all.

Mr. Altobelli stated that staff will bring back a discussion and direction item and put together a map of existing residential types in order to steer conversation. I don't want to have a zoning on our books that the City will vote in opposition of. If we have it on our books and are proposing an area near US75, this is not where you are going to be large lots, if not this location, then where?

Commissioner Barton replied that I agreed with that concept, but we are in the process of updating our comprehensive plan right now. That might be something that would be appropriate to come out of the comprehensive plan, that maybe Anna doesn't need zero lot line homes rather than us taking it on our own.

Mr. Altobelli stated that our society is moving into a denser development pattern with reduced lot lines, and smaller yards. Every city is facing this. We need to make sure our utilities and facilities support this type of development.

Chairman Tutson made one final statement. I advise my students to not go with the answers of always or never. Its somewhere in the middle. With what the developer presented this evening and with that price range, you would create the legal terminology of a ghetto. The city would be sued if we continued this trend.

12. Adjourn

A motion was made by Chairman Tutson seconded by Commissioner Rubits to adjourn the meeting. The vote was unanimous. The meeting adjourned at 8:53p.m.

Alonzo Tutson

Planning and Zoning Commission Chairman

ATTEST:



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020

Staff Contact:

AGENDA ITEM:

Approve a Resolution regarding the Jonic Addition, Block A, Lot 1, Minor Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

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.

ATTACHMENTS:

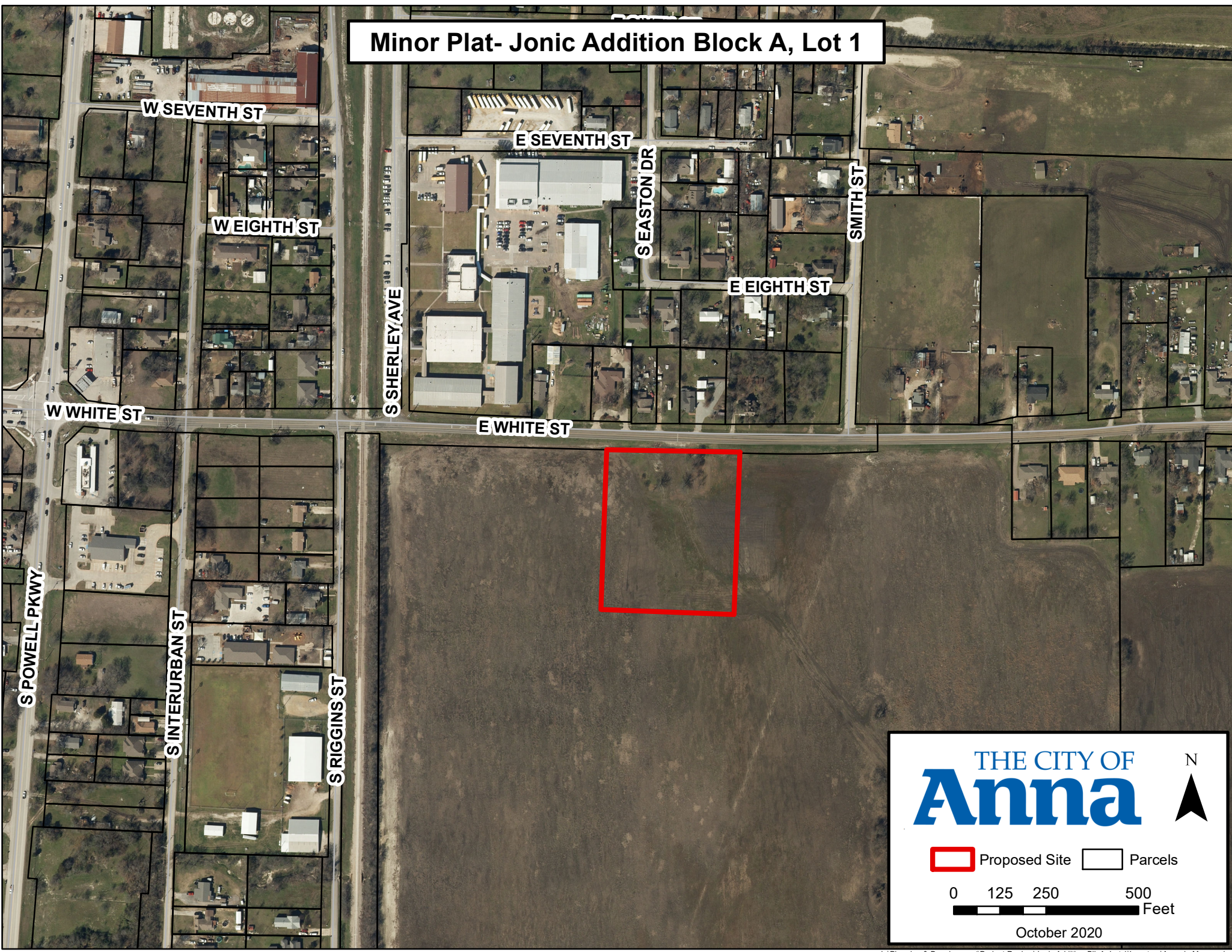
1. Agenda Map
2. PZ - STAFF REPORT (MP) Jonic Addition
3. Exhibit A (MP) - Jonic Addition
4. RESOLUTION - (MP) Jonic Addition

APPROVALS:

Lauren Mecke, Planner II
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/5/2020
Approved - 11/5/2020
Final Approval - 11/6/2020

Minor Plat- Jonic Addition Block A, Lot 1



THE CITY OF
Anna

N

Proposed Site Parcels

0 125 250 500
Feet

October 2020

CITY OF ANNA
Planning & Zoning Commission
November 2, 2020

Minor Plat: Jonic Addition, Block A, Lot 1

Applicant: John Hendricks

AGENDA ITEM:

Consider/Discuss/Action on a recommendation regarding the Jonic Addition, Block A, Lot 1 Minor Plat.

SUMMARY:

Vacant property on one lot on 3.6± acres located on the south side of White St (FM 455), 780± feet east of Powell Pkwy (TX HWY 5). Zoned Agriculture (AG).

RECOMMENDATION:

Recommend for approval as submitted.

ATTACHMENTS:

Locator

Exhibit

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE JONIC ADDITION, BLOCK A, LOT 1, MINOR PLAT

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

WHEREAS, Jon Hendricks has submitted an application for the approval of the Jonic Addition, Block A, Lot 1, Minor Plat

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

Recitals Incorporated

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

Approval of Development Plat.

The City Council hereby approves the Jonic Addition, Block A, Lot 1, Minor Plat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 10th day of November 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020

Staff Contact:

AGENDA ITEM:

Approve a Resolution regarding the Avery Pointe Commercial, Block A, Lot 1R and 2, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:

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.

ATTACHMENTS:

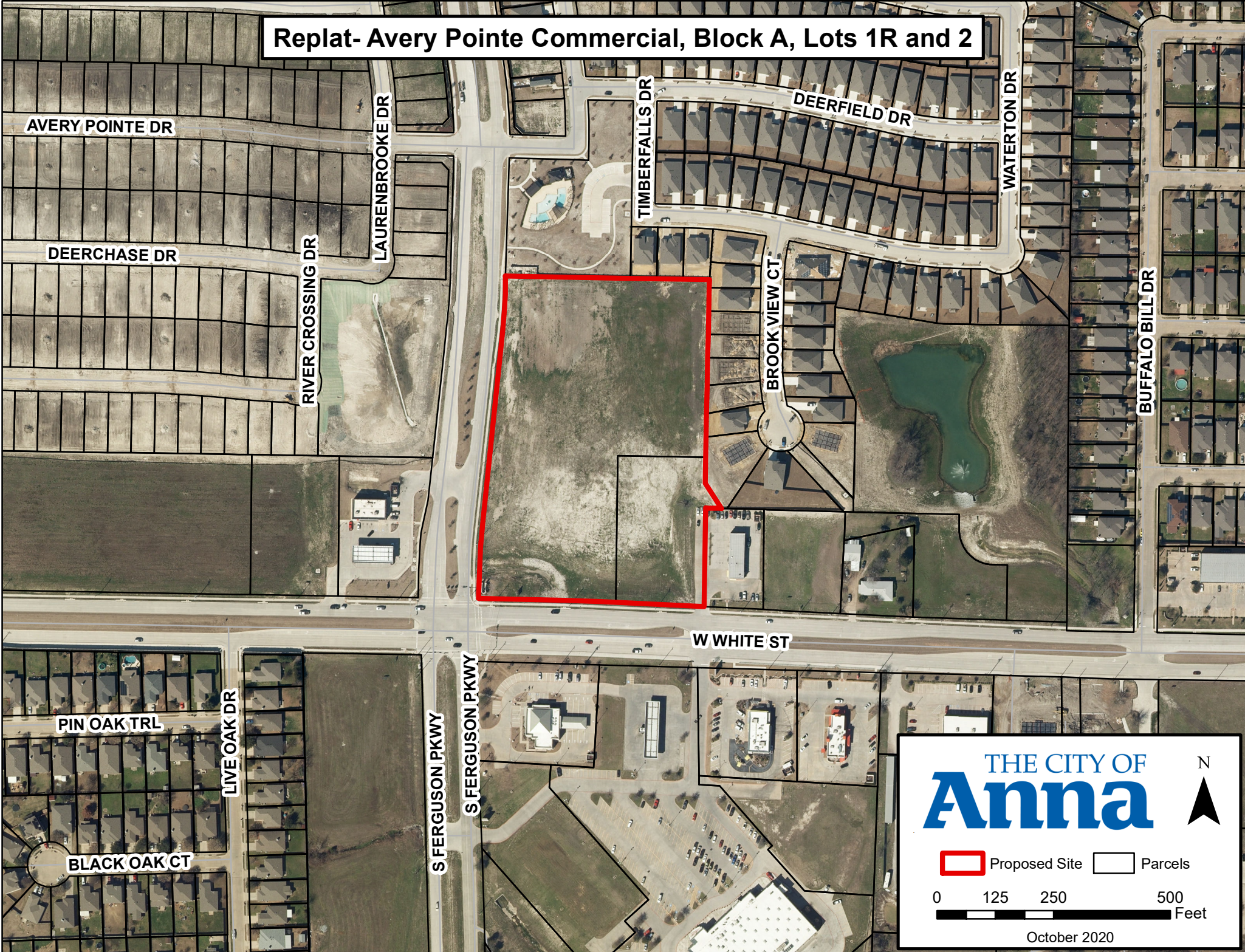
1. Agenda Map
2. RESOLUTION - (RP) Avery Pointe Commercial
3. EXHIBIT A (RP) Avery Pointe Commercial
4. PZ - STAFF REPORT (RP) Avery Pointe Commercial, Block A, Lot 1R and 2

APPROVALS:

Lauren Mecke, Planner II
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/5/2020
Approved - 11/5/2020
Final Approval - 11/6/2020

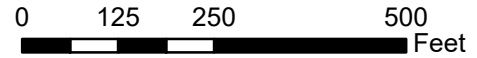
Replat- Avery Pointe Commercial, Block A, Lots 1R and 2



THE CITY OF
Anna



 Proposed Site  Parcels



October 2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE AVERY POINTE COMMERCIAL BLOCK A, LOTS 1R and 2, REPLAT.

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

WHEREAS, Bannister Engineering has submitted an application for the approval of the Avery Pointe Commercial, Block A, Lot 1R and 2, Replat.

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

Recitals Incorporated

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

Approval of Development Plat.

The City Council hereby approves the Avery Pointe Commercial, Block A, Lot 1R and 2 Replat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 10th day of November 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

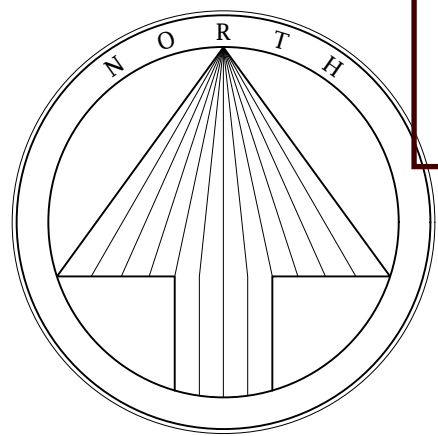
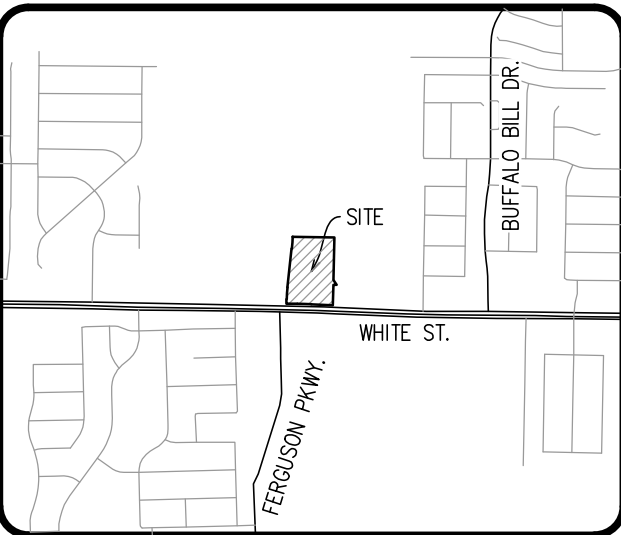
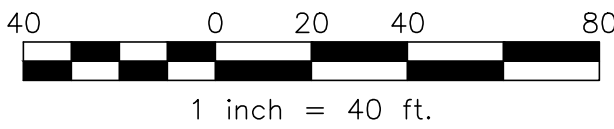


EXHIBIT A



LEGEND	
o	1/2" IRON ROD WITH PLASTIC CAP STAMPED "SPIARSENG" SET, UNLESS OTHERWISE NOTED
IRF	IRON ROD FOUND
CRF	CAPPED IRON ROD FOUND
CM	CONTROL MONUMENT
Esmt.	EASEMENT
Util.	UTILITY
(BIP)	BY THIS PLAT
R.O.W.	RIGHT-OF-WAY
BL	BUILDING LINE
⊙	BLOCK DESIGNATION
DRCT	DEED RECORDS, COLLIN COUNTY, TEXAS
PRCT	PLAT RECORDS, COLLIN COUNTY, TEXAS

CERTIFICATE OF PLAT APPROVAL

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

Mayor

City Secretary

NOTES:

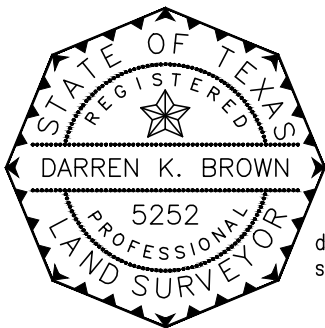
- This replat was prepared without the benefit of a commitment for title insurance. No research was performed for any easements other than that shown on the record plat of this property. Therefore, easements, agreements, and other documents may exist that affect the subject property that are not shown on this replat.
- Basis of bearing: State Plane Coordinate System, North Texas Central Zone 4202, North American Datum of 1983, Adjustment Realization 2011.
- 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 withholding of utilities and building permits.

SURVEYOR'S CERTIFICATE

That I, Darren K. Brown, of Spiars Engineering, Inc., do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Anna, Texas.

Dated this the _____ day of _____, 2020.

DARREN K. BROWN, R.P.L.S. NO. 5252



darren.brown@spiarsengineering.com

AVERY POINTE PHASE 1
Cab. 2016, Pg. 454 PRCT
CA-67
PRIVATE HOA DETENTION, LANDSCAPE & DRAINAGE ESMT.

AVERY POINTE PHASE 2
Cab. 2017, Pg. 535 PRCT
63 64 65

Lot 1R, Block A
6.031 Ac.
(262,728 S.F.)

Lot 1, Block A
FERGUSON PARKWAY

F. DUFFAU SURVEY
ABSTRACT NO. 288

20' sanitary sewer esmt.
Cab. 2016, Pg. 453

Lot 2, Block A
1.400 Ac.
(60,989 S.F.)

var. width firelane,
access, and util. esmt.
Doc. No. 20110208000137970

Lot 1, Block A
SUMMER HILL ADDITION
Cab. 2011, Pg. 22 PRCT

STATE OF TEXAS §
COUNTY OF COLLIN §

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

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

Notary Public, State of Texas

OWNER / APPLICANT
Anna 455 Commercial, LLC
10950 Research Rd.
Frisco, Texas 75034
Telephone (214) 387-3993
Contact: Clint Richardson

OWNER / APPLICANT
Retail Buildings, Inc.
3000 NE 63rd Street
Oklahoma City, Oklahoma 73121
Telephone (405) 620-7223
Contact: Koty Foran

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPELS No. F-2121 and No. F-10043100
Contact: David Bond

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS Anna 455 Commercial, LP and Retail Buildings, Inc. are the owners of a tract of land situated in the F. Duffau Survey, Abstract No. 288, City of Anna, Collin County, Texas, being all of Lot 1, Block A, Ferguson Parkway, an addition recorded in Cabinet 2016, Page 452 of the Plat Records, Collin County, Texas (PRCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the intersection of the north line of White Street, a variable width public right-of-way (also known as Farm to Market Road 455) with the east line of Ferguson Parkway, a 120 foot right-of-way;

THENCE along the east line of Ferguson Parkway, the following:

N 01°20'21" E, 45.91 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A tangent curve to the right having a central angle of 04°52'14", a radius of 1440.00 feet, a chord of N 03°46'29" E - 122.37 feet, an arc length of 122.41 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

N 06°12'36" E, 406.23 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

A tangent curve to the left having a central angle of 04°14'59", a radius of 1660.00 feet, a chord of N 04°05'07" E - 123.09 feet, an arc length of 123.12 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 01°57'38" E, 0.94 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the southwest corner of Lot CA-67, Avery Pointe Phase 1, an addition recorded in Cabinet 2016, Page 454 PRCT, and from which a 5/8" iron rod with plastic cap found for the northwest corner of the right-of-way dedication created by said Ferguson Parkway plat bears N 88°56'01" W, 60.01 feet;

THENCE S 88°56'01" E, along the south line of Lot CA-67, passing the southeast corner thereof and the upper southwest corner of Avery Pointe Phase 2, an addition recorded in Cabinet 2017, Page 535 PRCT, and continuing along a south line thereof a total distance of 436.52 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 01°15'59" W, 440.33 feet along the lower west line of Avery Pointe Phase 2 to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE S 32°44'52" E, 61.47 feet continuing along the lower west line of Avery Pointe Phase 2 to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Lot 1, Block A, Summer Hill Addition, an addition recorded in Cabinet 2011, Page 22 PRCT;

THENCE N 88°44'01" W, 33.18 feet along the north line of Lot 1 to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set for the northwest corner thereof;

THENCE S 01°15'59" W, 213.09 feet along the west line of Lot 1 to a MAG nail found on the north line of White Street;

THENCE along the north line of said right-of-way, the following:

N 87°23'07" W, 225.78 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

a tangent curve to the left having a central angle of 01°38'02", a radius of 5060.00 feet, a chord of N 88°12'09" W - 144.30 feet, an arc length of 144.30 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

And N 89°01'10" W, 114.20 feet to the POINT OF BEGINNING with the subject tract containing 323,717 square feet or 7.432 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That We, ANNA 455 COMMERCIAL, LP, and Retail Buildings, Inc., do hereby adopt this plat designating the hereinabove described property as AVERY POINTE COMMERCIAL, an Addition to the City of Anna, and do hereby dedicate to the public use forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part 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 its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strip for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Anna, Texas.

Witness our hands at Collin County, Texas, this _____ day of _____, 2020.

ANNA 455 COMMERCIAL, LP

Craig Curry, Managing Partner

RETAIL BUILDINGS, INC.

Elaine M. Braum, President

STATE OF TEXAS §
COUNTY OF COLLIN §

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

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

Notary Public, State of Texas

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

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

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

Notary Public, State of Oklahoma

REPLAT

AVERY POINTE COMMERCIAL
LOTS 1R AND 2, BLOCK A
BEING A REPLAT OF LOT 1, BLOCK A
FERGUSON PARKWAY
IN THE F. DUFFAU SURVEY, ABSTRACT NO. 288
CITY OF ANNA, COLLIN COUNTY, TEXAS
EXISTING ZONING: PD-C

APPROVED
November 2, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
NOVEMBER 10, 2020
CITY COUNCIL
CITY OF ANNA

CITY OF ANNA
Planning & Zoning Commission
November 2, 2020

Replat: Avery Pointe Commercial, Block A, Lot 1R and 2

Applicant: Anna 455 Commercial

AGENDA ITEM:

Consider/Discuss/Action on a recommendation regarding the Avery Pointe Commercial, Block A, Lot 1R and 2, Replat.

SUMMARY:

Vacant property on 2 lots on 7.4± acres located at the northeast corner of White St (FM 455) and Ferguson Pkwy. Zoned Planned Development C-2 General Commercial (PD-C-2). The purpose for this replat is to create 2 lots and to dedicate drainage and utility easements.

RECOMMENDATION:

Recommended for approval as submitted.

ATTACHMENTS:

Locator

Exhibit



Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Ross Altobelli

AGENDA ITEM:

Development Agreement - The Woods at Lindsey Place
Approve a Resolution entering into a development agreement with LHJH Properties, LTD to establish development and design regulations for further development on 275 acres located at the northwest and southwest corners of future Rosamond Parkway and Future Ferguson Parkway. (Director of Development Services Ross Altobelli)

SUMMARY:

The intent of the development agreement is to ensure the use of high quality, durable materials for nonresidential and residential development within the city to create well designed and attractive architecture.

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approving a Resolution entering into a Development Agreement with LHJH Properties, LTD.

ATTACHMENTS:

1. Resolution - DA (The Woods at Lindsey Place) - FINAL
2. Exhibit A - DA (The Woods at Lindsey Place) - FINAL

3. Exhibit 1 - Legal Description
4. Exhibit 2 - Concept Plan (The Woods at Lindsey Place)

APPROVALS:

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

Created/Initiated - 11/6/2020
Approved - 11/6/2020
Final Approval - 11/6/2020

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH LHJH PROPERTIES, LTD, A TEXAS LIMITED PARTNERSHIP, RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTI-USE DEVELOPMENT LOCATED AT THE NORTHWEST AND SOUTHWEST CORNERS OF FUTURE ROSAMOND PARKWAY AND FUTURE FERGUSON PARKWAY.

WHEREAS, LHJH Properties, LTD, a Texas Limited Partnership, is the Property Owners of real estate located at the northwest and southwest corners of future Rosamond Parkway and future Ferguson Parkway; and

WHEREAS, Property Owners desire to rezone the subject property to allow commercial and residential uses; and

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

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

Section 1. Recitals Incorporated.

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

Section 2. Approval

The City Council hereby approves the Development Agreement with LHJH Properties, LTD, a Texas Limited Partnership, attached hereto as Exhibit A, and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and take all other actions necessary to finalize, act under and enforce the Agreement.

PASSED by the City Council of the City of Anna, Texas, on this 10th day of November 2020.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT A

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered effective as of November, 10, 2020 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality ("**City**") and LHJH Properties, LTD., a Texas limited partnership ("**Property Owner**") as follows:

RECITALS

WHEREAS, the Property Owner is the sole owner of 275.0± acres of real property described in Exhibit 1 and depicted on Exhibit 2, (the "**Property**"); and,

WHEREAS, the Property Owner has applied to rezone the Property to allow for Planned Development-Multi-Use which will include the following zoning districts with modified development standards; C-1 Restricted Commercial (C-1), C-2 General Commercial District (C-2), MF-2 Multiple-Family Residential - High Density (MF-2), SF-72 Single-Family Residence District (SF-72), SF-60 Single-Family Residence District (SF-60), SF-Z Single-Family Residence District - Zero lot line homes (SF-Z), and SF-TH Townhome District (SF-TH); and,

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

WHEREAS, in the case of the Property being rezoned, the City and Property Owner desire to enter into a development agreement to establish development and design regulations to ensure that future development is appropriate for the area and fits in well with adjacent properties; and,

WHEREAS, it is the Parties' mutual intent that this agreement shall govern only the subject matter specifically set forth herein and shall supersede provisions of Anna City Code of Ordinances and other regulations and adopted policies of the City (collectively, "City Regulations") only to the extent that any such City Regulations directly conflict with the terms of this development agreement; and,

NOW, THEREFORE, in consideration of the above recitals and the mutual consideration as reflected in the covenants, duties and obligations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows, effective as of the Effective Date:

SECTION 1. RECITALS INCORPORATED.

The recitals set forth above are incorporated herein as if set forth in full to further describe the Parties' intent under this development agreement and said recitals constitute representations by Property Owner, Developer, and the City.

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

With respect to all structures/development within the PD-MU Zoning District, Property Owner agrees to comply or to cause the builders to comply and any other successors or assigns to comply with all City Regulations and with the masonry material requirements and all other requirements of the Anna City Code of Ordinances, Article 9.04 Zoning Ordinance, Section 9.04.034 Supplementary District Regulations, Subsection (e) Architectural Design Standards and with the following standards (in the event of any conflict, the following listed standards shall govern).

Nonresidential Buildings

- A. At least 80% of the exterior walls (excluding doors, door frames, windows, and window frames) shall use only stone, brick, and/or split face concrete masonry units in the construction of the exterior facade that are visible to the public.
- B. At least 60% of exterior façades not visible to the public (excluding doors, door frames, windows, and window frames) are required to be brick or rock veneer.
- C. A maximum of 10% of any exposed exterior wall may consist of EIFS
- D. Where the function of an individual business, or the recognized identity of a brand dictates a specific style, image, or building material associated with that company, the masonry provision may be modified; however, the development shall maintain harmony in terms of overall project design and appearance, and such design shall be subject to approval by the City Council after recommendation from the Planning & Zoning Commission.

Multiple-Family Residence Buildings

- A. All multi-family buildings and structures shall have at least sixty percent (60%), for the first three stories of the total exterior walls above grade level, excluding doors and windows, and recessed balcony areas (should be allowed as plane break), constructed of masonry (brick/rock veneer) materials with no more than forty percent (40%) consisting of cementitious siding (Hardie products) or stucco materials.
- B. A maximum of 10% of any exposed exterior wall may consist of EIFS

- C. Roofing materials for buildings and structures must be architectural roof shingles, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstance shall three-tab shingles be used as roofing material.
- D. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.
- E. Two or more distinct building models shall be designed for projects with more than four primary buildings.
- F. A covered entry area shall be designed at the main entry to each building.
- G. A minimum of 75% of all units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space.
- H. Four architectural design features are required on facades facing public streets, parking, and common areas. Acceptable architectural design features may include but are not limited to:
 - 1) Articulation of building façade.
 - 2) Extensions to the building through bay or box windows, and other similar features projecting out from the façade.
 - 3) A horizontal change in building materials between stories of a building.
 - 4) Variation in building materials between vertical intervals.
 - 5) Variations in window placement.
 - 6) Architectural features such as shutters, awnings, balconies, verandas, railings, dormers, chimneys, decorative moldings or ornamental details.
 - 7) Roof height, pitch, ridgelines, and materials shall be varied to create visual interest and avoid repetition.

Single-Family Residence Buildings (SF-72, SF-60, SF-Z, and SF-TH)

- A. Except as noted below, the exterior walls (excluding windows and doors) on the first-floor front elevation of any structure shall be 90 percent masonry and 80 percent on the second-floor front elevation. The total cumulative surface area of the remaining exterior walls (excluding windows and doors) shall be 80% masonry.
- B. A maximum of 10% of any exposed exterior wall may consist of EIFS.

- C. Second floor Dutch gable roof elements are not required to be masonry if set back at least 3 feet from the first-floor front elevation vertical plane.
- D. The masonry standards that apply to the front elevation of a structure as described in subsection (A) above shall also apply to any exterior walls on a structure that are: (i) adjacent to and face a public street or right-of-way; or (ii) visible from and located immediately adjacent to a public park, reserved open space or neighborhood common area, or an undeveloped flood hazard or drainage area that is also adjacent to a public street.
- E. Roofing materials of a structure may only consist of architectural asphalt shingles (including laminated dimensional shingles), clay and concrete tile, metal shingles, mineral-surfaced row roofing, slate and slate-type shingles, wood shingles, wood shakes or an equivalent or better product as compared with said materials. Should architectural shingles be used as roofing material, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstance shall three-tab shingles be used as roofing material.
 - a. House repetition:
 - i. Within residential developments, single-family homes with substantially identical exterior elevations can only repeat every three (3) lots when fronting the same right-of-way including both sides of the street.
 - ii. Homes side by side or across the street within one house (directly across the street or “caddy corner” across the street) shall not have substantially identical exterior elevations.
 - b. Roofs:
 - i. Except for porch roofs and shed roofs, pitched roofs shall have a minimum slope of 6" x 12" (six inches vertical rise for every 12 inches horizontal run) and shall have an overhang at least 1' (one foot) beyond the building wall; however, the overhang shall not encroach into a setback more than one foot.
 - ii. Roofing materials in all residential districts may only consist of architectural asphalt shingles (including laminated dimensional shingles), clay and concrete tile, metal shingles, mineral-surfaced row roofing, slate and slate-type shingles, or better product as compared with said materials. Should architectural shingles be used as roofing material, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstance shall three-tab shingles be used as roofing material.

- c. Garages: On front entry garages the face of a garage (i) may not be extended more than ten feet beyond the remainder of the front elevation of the primary living area of a house; and (ii) the garage doors may not be over 60% of the total frontage width of a house whether or not swing drives (“J” drives) are used. Porches or columns are not considered part of the front elevation of the primary living area.
- d. Building articulation: At least four (4) facade articulation techniques are required on each single-family home to add architectural variety and interest to a building. The following features shall be acceptable techniques of exterior articulation.
 - i. A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; brackets; keystones; dormers; louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet.)
 - ii. Balconies.
 - iii. Bay windows.
 - iv. Masonry chimney(s).
 - v. Double-entry door(s).
 - vi. Covered Entry(ies)
 - vii. The use of both stone and brick on the front elevations with a minimum of ten percent coverage of one of the elements.
 - viii. Front porch of at least 40 square feet.
 - ix. The installation of at least two (2) coach lights.
 - x. Other techniques for building articulation can be substituted if administratively approved by the administrative official.
- e. Garage doors. All garages must also incorporate wood clad (or equivalent) garage doors or wood composite doors and contain at least two of the following enhancements:
 - i. Two single garage doors (in lieu of double doors);
 - ii. Decorative windows;
 - iii. Decorative hardware;

- iv. Garage door recessed a minimum of 12 inches from the garage face;
- v. Cast stone surround.
- f. Front doors. All doors on the front facade of a residence shall be constructed of wood, iron, glass, and/or architectural fiberglass.

SECTION 3. NOTICES.

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

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

To Property Owner: LHJH Properties, LTD
PO Box 122
Anna, Texas 75409
Attn: Russell L Harlow

SECTION 4. MODIFICATIONS OR TERMINATION.

This Agreement may only be modified and/or terminated as follows: (a) by mutual agreement of Property Owner and City; and/or (b) unilaterally by City upon default of the Property Owner. Notwithstanding the foregoing or any other provision of this Agreement, this Agreement shall terminate and be null and void if the City does not approve the rezoning of the Property to be zoned as Planned Development-Multi-Use which includes the following zoning district with modified development standards; Restricted Commercial (C-1), General Commercial (C-2), Multiple-Family Residential - High Density (MF-2), Single Family Residence-72 (SF-72), Single Family Residence-60 (SF-60), Single-Family Residence - Zero lot line homes (SF-Z), and Single-Family Townhome District (SF-TH), as set forth in Section 9.04 of the Anna City Code of Ordinances, ("Zoning Ordinance"). The parties acknowledge and agree that the rezoning of the Property is a legislative act and that this Agreement does not bind the City Council to approve any proposed rezoning of the Property.

SECTION 5. DEFAULT.

If Property Owner, its heirs, successors or assigns or subsequent owners of the Property, fail to fully comply with all the terms and conditions included in this Agreement (the "Defaulting Owner"), City will have the following non-exclusive and cumulative remedies.

- A. Withholding of utilities or withholding or revocation of permits and other approvals required for development and use of the portion of the Property that is the subject of the default (but no other portions of the Property) including without limitation building permits and certificates of occupancy.
- B. The Defaulting Owner, or its heirs, successors or assigns, or subsequent owners of the Property (collectively, the "Defaulting Developer Parties") shall be liable to pay to the City the sum of \$2,000 for each failure to fully comply with the development standards set forth in Section 3 of this Agreement. The Defaulting Developer Parties shall be liable to pay the City said \$2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. Notwithstanding the foregoing, none of the Defaulting Developer Parties shall be liable to pay the liquidated damages that accrue under this paragraph unless there is a breach of any material term or condition of this Agreement and such breach remains uncured after forty-five (45) calendar days following receipt of written notice from the City provided in accordance with this Agreement describing said breach in reasonable detail (or, if the cure of the breach has diligently and continuously been undertaken but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect the cure, as determined by both Parties mutually and in good faith but in no event shall such additional period exceed 120 days unless agreed to in writing by the parties to this Agreement). In the event of a breach that is not timely cured in accordance with this paragraph, the sum of liquidated damages shall be calculated to include each and every day of the occurrence of the breach beginning on the date that the City first provided written notice of such breach under this paragraph and the City shall not be required to provide a subsequent written notices as to subsequent dates or times during which such breach is repeated or continues to occur.
- C. In the event of a default, the non-defaulting party will additionally have any and all remedies available to it at equity or in law.

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

This Agreement will be binding upon and inure to the benefit of the parties' respective successors, assigns and personal representatives. This Agreement will run with the land and be binding on all subsequent Property Owners.

SECTION 7. INDEMNIFICATION AND HOLD HARMLESS.

THE PROPERTY OWNER, INCLUDING ITS SUCCESSORS AND ASSIGNS (THE "INDEMNIFYING PARTY"), HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE INDEMNIFYING PARTY, INCLUDING THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ANY OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE INDEMNIFYING PARTY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE INDEMNIFYING PARTY AND THE CITY, THE INDEMNIFYING PARTY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE INDEMNIFYING PARTY'S OWN PERCENTAGE OF RESPONSIBILITY. THE INDEMNIFYING PARTY FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY AS OF THE DATE HEREOF WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON ANY OF THE INDEMNIFYING PARTIES' REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR

OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY.

At no time shall the City have any control over or charge of the design, construction or installation of any of the improvements to the Property or related work or undertakings, nor the means, methods, techniques, sequences or procedures utilized for the design, construction or installation related to same. This Agreement does not create a joint enterprise or venture between the City and any of the Indemnified Parties. This Section 8 will survive the termination of this Agreement.

SECTION 8. RECORDATION.

The parties may record this document in the property records of Collin County.

SECTION 9. ENTIRE AGREEMENT.

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

SECTION 10. RECITALS AND EXHIBITS.

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

SECTION 11. AUTHORITY.

Property Owner represents and warrants to the City that the Property Owner owns the Property that this Agreement is binding and enforceable on the Property.

SECTION 12. INVALID PROVISIONS.

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

SECTION 13. EFFECTIVE DATE.

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

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, 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

LHJH Properties, LTD., a Texas limited partnership,

By: LHJH MANAGEMENT COMPANY LLC, it general partner

By: _____
, its managing member,

IN WITNESS WHEREOF:

STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of _____, 2020, appeared_____, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same in his/her capacity as managing member of General Partner of LHJH Management Company LLC., in its capacity as general partner of LHJH Properties, LTD, a Texas limited partnership.

Notary Public, State of Texas

**EXHIBIT “1”
PROPERTY DESCRIPTION**

DRAFT

**EXHIBIT “2”
CONCEPT PLAN**

DRAFT

EXHIBIT 1 - page 1 of 3

FIELD DESCRIPTION:

BEING a tract of land situated in the Town of Anna, Collin County, Texas, a part of Eli Witt Survey, Abstract No. 997, being all of a called 159.819 acre tract of land described in a Special Warranty Deed to LHJH Properties, Ltd., recorded in Instrument No. 20061003001424600, Official Public Records, Collin County, Texas (O.P.R.C.C.T), being part of a called 159.819 acre tract of land described in a Special Warranty Deed to LHJH Properties, Ltd., recorded in Instrument No. 20061003001424640, (O.P.R.C.C.T) and being more particularly described as follows:

BEGINNING at a five-eighths inch iron rod with yellow plastic cap that is illegible found at the southeast corner of said 159.819 acre tract of land (20061003001424600), said iron rod being at the northeast corner of a called 226.62 acre tract of land described in a Warranty Deed to QJR Partnership, Ltd. recorded in Volume 5106, Page 2380, O.P.R.C.C.T and said iron rod being in the west line of a called 50.00 acre tract of land described in a Special Warranty Deed to Kayasa Holdings, LLC, recorded in Instrument No. 201908007000946750, (O.P.R.C.C.T);

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 2,984.87 feet along the south line of said 159.819 acre tract of land (20061003001424600) and along the north line of said 226.62 acre tract of land to a one-half inch iron rod with yellow plastic cap stamped "BOHLER ENG" (hereinafter called "iron rod set") at the southwest corner of said 159.819 acre tract of land (20061003001424600), said iron rod being at the northwest corner of said 226.62 acre tract of land and said iron rod being in the east line of a called 17.863 acre tract of land described in a Special Warranty Deed to Anna 18, LLC, recorded in Instrument No. 20161020001423440, (O.P.R.C.C.T);

THENCE North 01 degrees 07 minutes 28 seconds West, a distance of 272.50 feet along the west line of said 159.819 acre tract of land (20061003001424600) and along the east line of said 17.863 acre tract of land to a one-half inch iron rod found at the northeast corner of said 17.863 acre tract of land and said iron rod being at the most southerly southeast corner of a called 555.801 acre tract of land, described as Tract B in a Special Warranty Deed to Risland Mantua, LLC, recorded in Instrument No. 20180625000783630, (O.P.R.C.C.T);

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 4,656.06 feet along the most southerly east line of said 555.801 acre tract of land to a one-half inch iron rod found at the most westerly northwest corner of said 159.819 acre tract of land (20061003001424640);

THENCE South 86 degrees 39 minutes 03 seconds East, a distance of 774.75 feet along the most westerly north line of said 159.819 acre tract of land (20061003001424640) and along a south line of said 555.801 acre tract of land to a one-half inch iron rod found for corner, from which a one-half inch iron rod found bears North 01 degrees 19 minutes 02 seconds West, a distance of 2.04 feet;

EXHIBIT 1 - page 2 of 3

THENCE South 89 degrees 10 minutes 24 seconds East, a distance of 1,018.92 feet over and across said 159.819 acre tract of land (20061003001424640) to a one-half inch iron rod set in the east line of said 159.819 acre tract of land (20061003001424640), said iron rod being at the southwest corner of a called 83.36 acre tract of land described in a Quit Claim Deed to Alta McClain, recorded in Volume 626, Page 141, (D.R.C.C.T) which is now listed in the Collin County Appraisal District records as being owned by Laura Collins to which no transfer of title either direct or indirect can be found in Collin County Deed Records;

THENCE South 89 degrees 16 minutes 53 seconds East, a distance of 111.06 feet along a north line of said 159.819 acre tract of land (20061003001424640) and along the south line of said 83.36 acre tract of land to a one-half inch iron rod set at the most easterly northeast corner of said 159.819 acre tract of land (20061003001424640), said iron rod being at the northwest corner of a called 95.468 acre tract of land described in a Warranty Deed to JY & KC, LLC, recorded in Instrument No. 20170608000746940, (O.P.R.C.C.T), from which a mag nail found at the northeast corner of said 95.468 acre tract of land bears South 89 degrees 16 minutes 24 seconds East, a distance of 1,497.23 feet and South 88 degrees 45 minutes 18 seconds East, a distance of 189.34 feet, said iron rod being in or near the centerline of County Road No. 371;

THENCE along the east line of said 159.819 acre tract of land (20061003001424640) and along the west line of said 95.468 acre tract of land as follows:

South 01 degrees 16 minutes 44 seconds East, a distance of 1,185.56 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 00 degrees 47 minutes 08 seconds East, a distance of 1,100.00 feet to a one-half inch iron rod set at the most westerly southwest corner of said 95.468 acre tract of land;

THENCE North 88 degrees 32 minutes 52 seconds East, a distance of 966.83 feet along a north line of said 159.819 acre tract of land (20061003001424640) and along the most westerly south line of said 95.468 acre tract of land to a one-half inch iron rod with yellow cap stamped "JBI" found at the most easterly northeast corner of said 159.819 acre tract of land (20061003001424640);

THENCE South 00 degrees 44 minutes 46 seconds East, a distance of 210.76 feet along the most southerly west line of said 95.468 acre tract of land to a one-half inch iron rod found at the southeast corner of said 159.819 acre tract of land (20061003001424640), said iron rod being at the northeast corner of said 159.819 acre tract of land (20061003001424600);

THENCE along the east line of said 159.819 acre tract of land (20061003001424600) as follows:

EXHIBIT 1 - page 3 of 3

South 00 degrees 31 minutes 53 seconds East, passing at a distance of 555.09 feet a one-half inch iron rod with cap stamped "3700" found at the most southerly southwest corner of said 95.468 acre tract of land, continuing in all a distance of 1,241.10 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 72 degrees 46 minutes 12 seconds East, a distance of 140.70 feet to a one-half inch iron rod with yellow cap that is illegible found at the northwest corner of a called 59.534 acre tract of land described Warranty Deed to Jonic Investments, LLC, recorded in Instrument No. 20150605000666010, (O.P.R.C.C.T);

South 01 degrees 14 minutes 22 seconds West, a distance of 1,112.98 feet to the **POINT OF BEGINNING** and containing 11,978,895 square feet or 275.00 acres.



CALLED: 83.5 ACRES
 LAURA BRYANT COLLINS
 INST. NO. 20160825001122560
 O.P.R.C.C.T.

CALLED: 95.468 ACRES
 JY & KC, LLC
 INST. NO. 20170608000746940
 O.P.R.C.C.T.

CALLED: 159.819 ACRES
 LHWJ PROPERTIES, LTD.
 INST. NO. 20061003001424640
 O.P.R.C.C.T

CALLED: 555.801 ACRES
 TRACT B
 RISLAND MANTUA LLC
 INST. NO. 20180625000783630
 O.P.R.C.C.T.

CALLED: 555.801 ACRES
 TRACT B
 RISLAND MANTUA LLC
 INST. NO. 20180625000783630
 O.P.R.C.C.T.



USE TABULATION		
ZONE	AREA	%
SF-72	32.640	11.5
SF-60	82.028	29.8
SF-Z	59.951	21.8
SF-TH	8.559	3.1
MF-2	38.567	14.0
C-1	1.055	0.4
C-2	2.496	0.9
PARK	21.809	7.9
MISC.	27.895	10.1
	275.00	

ZONE	COUNT	%
SF-72	105	6.8
SF-60	371	24.1
SF-Z	375	24.3
SF-TH	91	5.9
MF-2	26 (600)	38.9

OWNER:
LHJH PROPERTIES, LTD
PO BOX 122
ANNA, TX
PHONE: 972-924-3542
CONTACT: RUSSELL HARLOW

APPLICANT:
DR HORTON LAND COMPANY
4306 MILLER ROAD
ROWLETT, TX 75088
PHONE: 214-607-4244
CONTACT: DAVID BOOTH

ENGINEER:
BOHLER
6017 MAIN STREET
FRISCO, TX 75034
PHONE: (469) 458-7300
CONTACT: DEAN CARDWELL

CONCEPT PLAN
THE WOODS AT LINDSEY PLACE
275,000 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
PART OF ELI WITNEY SURVEY, ACCT. NO. 897, BEING ALL
OF A CALLED 15819 ACRES TRACT OF LAND DESCRIBED IN
A SPECIAL WARRANTY DEED TO LHJH PROPERTIES, LTD.,
RECORDED IN INSTRUMENT NO. 20061003001424600,
OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
(O.P.R.C.T.), BEING PART OF A CALLED 15819 ACRES
TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY
DEED TO LHJH PROPERTIES, LTD., RECORDED IN
INSTRUMENT NO. 20061003001424640, (O.P.R.C.T.)
DATE SEPTEMBER 10, 2020

BOHLER 

SITE CIVIL AND CONSULTING ENGINEERING

- LAND SURVEYING
- PROGRAM MANAGEMENT
- LANDSCAPE ARCHITECTURE
- SUSTAINABLE DESIGN
- PERMITTING SERVICES
- TRANSPORTATION SERVICES

THE INFORMATION, DESIGN AND CONTENT OF THESE CALLS ARE PROPRIETARY AND SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH THEY WERE ORIGINALLY PREPARED.

REVISIONS

[illegible]

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DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	TD202021
DRAWN BY:	CRJ
CHECKED BY:	DOC
DATE:	10/27/2020
CAD I.D.:	CPA

PROJECT:

PROPOSED CONCEPT PLAN

- FOR -



THE WOODS AT LINDSEY PLACE

APPROXIMATELY 2040 COUNTY ROAD
370
COLLIN COUNTY
ANNA, TX 75409

BOHLER//

6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194

PLANS PREPARED BY
BOHLER //

FOR REVIEW PURPOSES ONLY

SHEET TITLE:

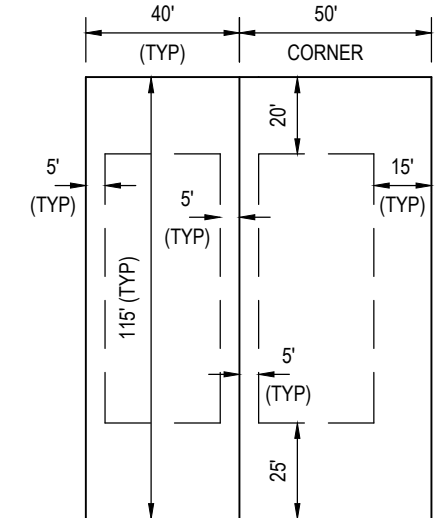
OVERALL CONCEPT PLAN

SHEET NUMBER

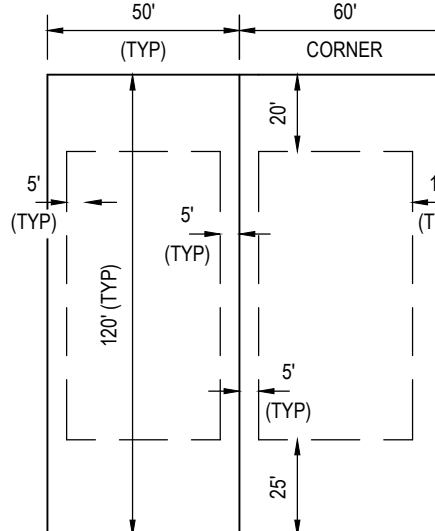
C-1



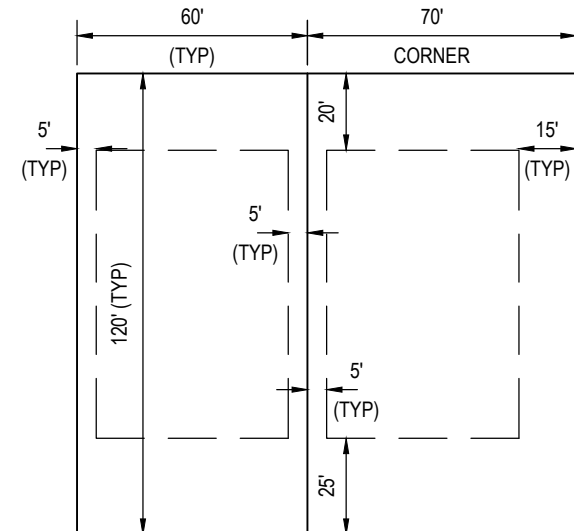
USE TABULATION			RESIDENTIAL TABULATION		
ZONE	AREA	%	ZONE	COUNT	%
SF-72	32,640	11.9	SF-72	105	6.8
SF-60	82,028	29.8	SF-60	371	24.1
SF-2	59,951	21.8	SF-2	375	24.3
SF-T/H	8,559	3.1	SF-T/H	91	5.9
MF-2	38,567	14.0	MF-2	26 (600)	38.9
C-1	1,055	0.4		1542	
C-2	2,496	0.9			
PARK	21,809	7.9			
MISC.	27,895	10.1			
	275.00				



STANDARD PD (SF-Z) LOT



STANDARD PD (SF-60) LOT

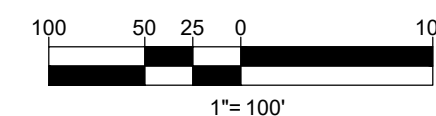


STANDARD PD (SF-72) LOT

APPROVED
November 2, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
NOVEMBER 10, 2020
CITY COUNCIL
CITY OF ANNA

<u>OWNER:</u>	<u>APPLICANT:</u>	<u>ENGINEER:</u>
LHJH PROPERTIES, LTD	DR HORTON LAND COMPANY	BOHLER
PO BOX 122	4306 MILLER ROAD	6017 MAIN STREET
ANNA, TX	ROWLETT, TX 75088	FRISCO, TX 75034
PHONE: 972-924-3542	PHONE: 214-607-4244	PHONE: (469) 458-7300
CONTACT: RUSSELL HARLOW	CONTACT: DAVID BOOTH	CONTACT: DEAN CARDWELL



CONCEPT PLAN
THE WOODS AT LINSEY PLACE
275,000 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
PART OF EL WITT SURVY, ABSTRACT NO. 997, BEING ALL
OF A CALLED 1959.19 ACRE TRACT OF LAND DESCRIBED IN
A SPECIAL WARRANTY DEED TO LHJH PROPERTIES, LTD.,
RECORDED IN INSTRUMENT NO. 20061003010424600,
OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
(O.P.R.C.C.T.), BEING PART OF A CALLED 1959.819 ACRE
TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY
DEED TO LHJH PROPERTIES, LTD., RECORDED IN
INSTRUMENT NO. 2006100301042460, (O.P.R.C.C.T.)
DATE SEPTEMBER 10, 2020

BOHLER

SITE CIVIL AND CONSULTING ENGINEERING

- LAND SURVEYING
- PROGRAM MANAGEMENT
- LANDSCAPE ARCHITECTURE
- SUSTAINABLE DESIGN
- PERMITTING SERVICES
- TRANSPORTATION SERVICES

REVISIONS

[illegible]

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PROJECT No.:	TD202021
DRAWN BY:	CRJ
CHECKED BY:	DOC
DATE:	10/27/2020
CAD I.D.:	CPA

PROJECT:

PROPOSED CONCEPT PLAN

- FOR -



THE WOODS AT LINDSEY PLACE
APPROXIMATELY 2040 COUNTY ROAD
370
COLLIN COUNTY
ANNA, TX 75409



6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
BPE No. 18065 | TBPLS No. 1019441

PLANS PREPARED BY



DEAN O. CARDWELL
LICENSE NUMBER: 115432

SHEET TITLE:

DETAIL CONCEPT PLAN

SHEET NUMBER

C-3



APPROVED
NOVEMBER 10, 2020
CITY COUNCIL
CITY OF ANNA



CONCEPT PLAN
THE WOODS AT LINDSEY PLACE
275,000 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
PART OF ELI WITT SURVEY, ABSTRACT NO. 997, BEING ALL
OF A CALLED 159.819 ACRE TRACT OF LAND DESCRIBED IN
A SPECIAL WARRANTY DEED TO LHJH PROPERTIES, LTD.,
RECORDED IN INSTRUMENT NO. 20061003001424600,
OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
(O.P.R.C.C.T.), BEING PART OF A CALLED 159.819 ACRE
TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY
DEED TO LHJH PROPERTIES, LTD., RECORDED IN
INSTRUMENT NO. 20061003001424640 (O.P.R.C.C.T.)
DATE SEPTEMBER 10, 2020



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DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	TD20202
DRAWN BY:	CF
CHECKED BY:	DO
DATE:	10/27/202
CAD I.D.:	CP

PROJECT:

PROPOSED CONCEPT PLAN

- FOR -

D·R·HORTON
America's Builder

THE WOODS AT LINDSEY PLACE

APPROXIMATELY 2040 COUNTY ROAD
370
COLLIN COUNTY
ANNA, TX 75409

BOHLER //

6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

PLANS PREPARED BY

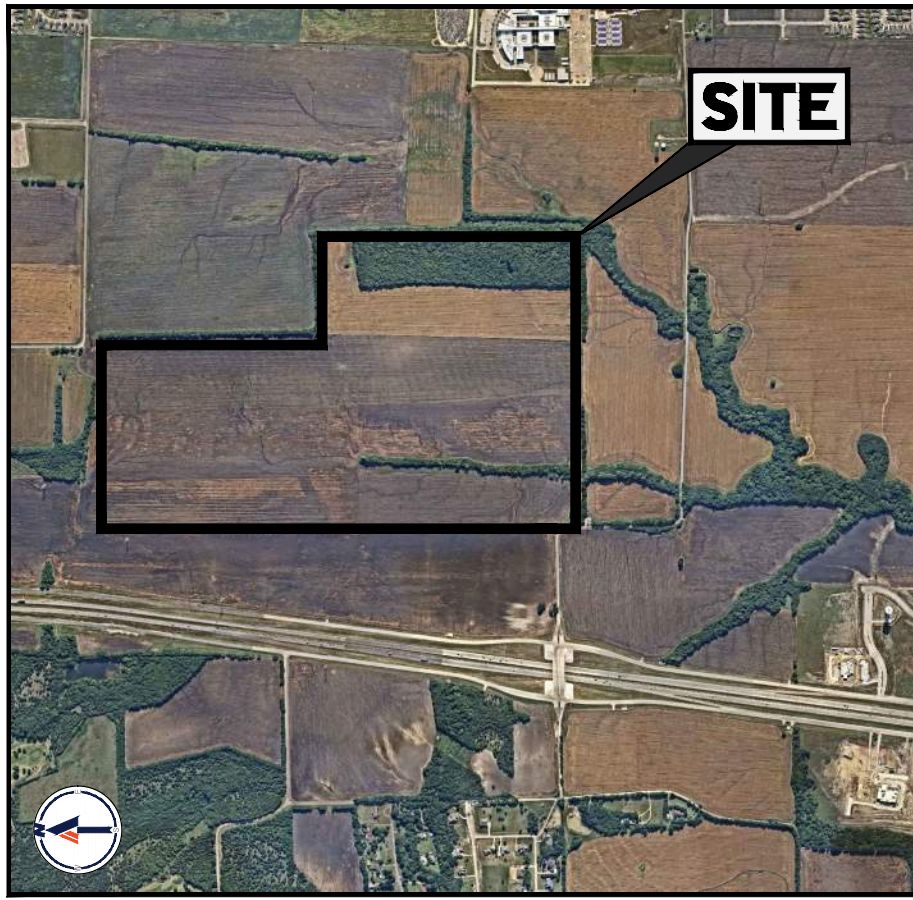
BOHLER //
FOR REVIEW PURPOSES ONLY

SHEET TITLE:

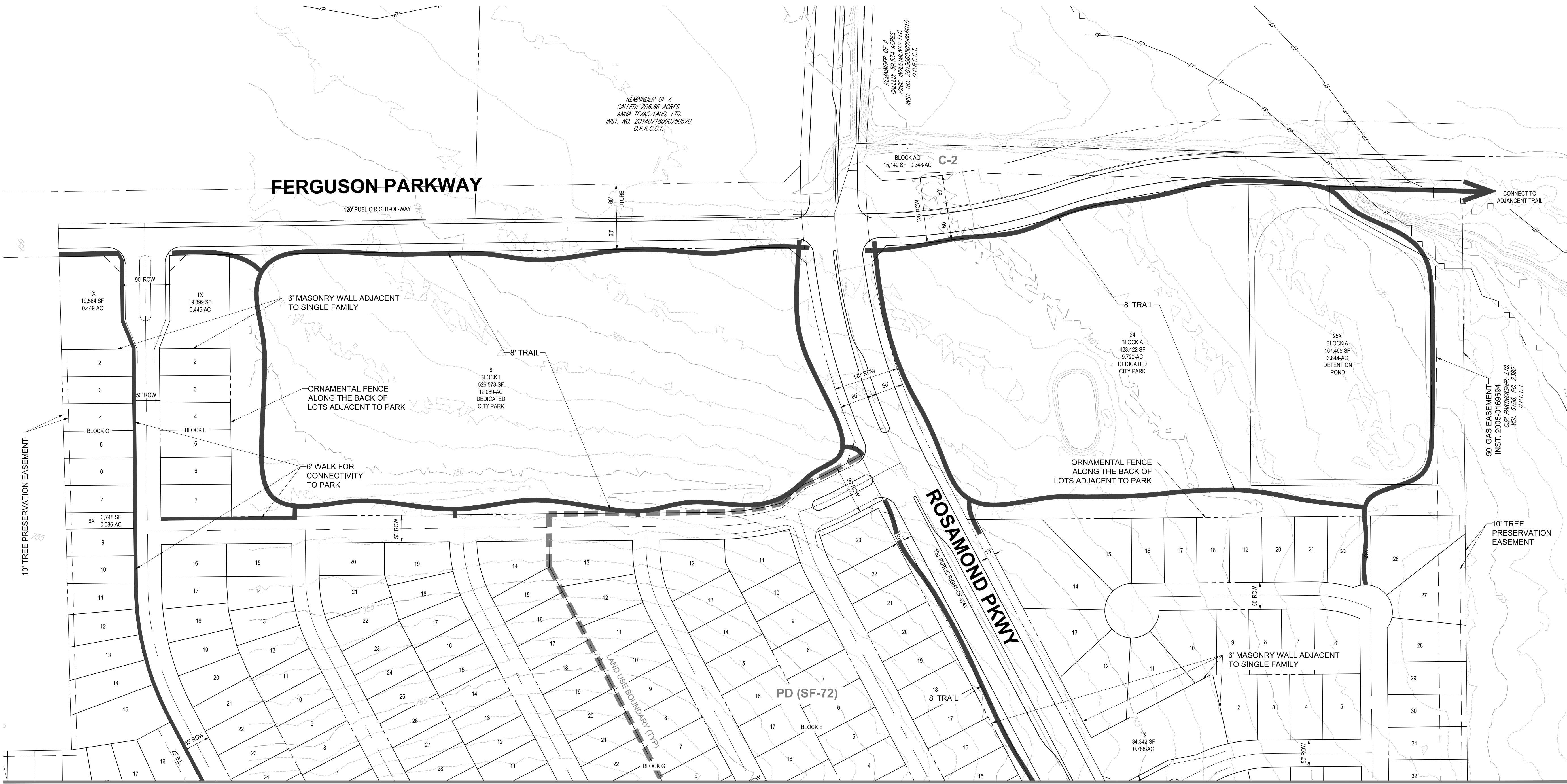
DETAIL CONCEPT PLAN

SHEET NUMBER:

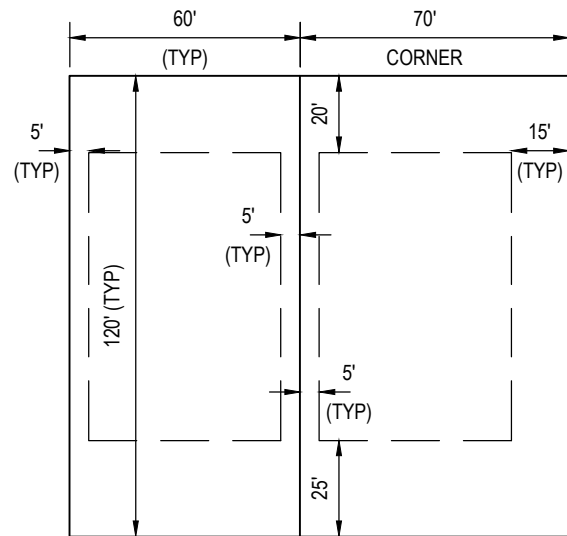
C-4



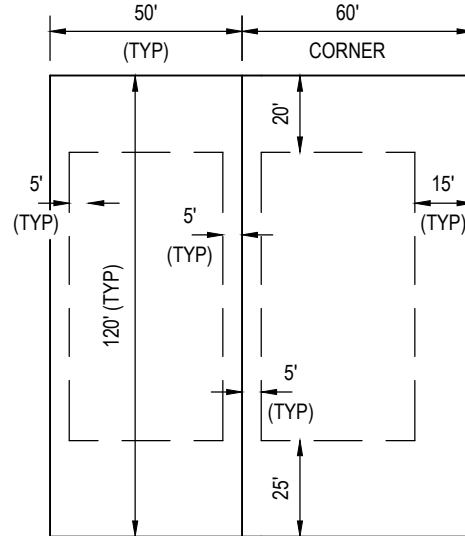
VICINITY MAP
N.T.S.



SEE SHEET C-3 & C-4 FOR CONTINUATION



STANDARD PD (SF-72) LOT



STANDARD PD (SF-60) LOT

USE TABULATION		
ZONE	AREA	%
SF-72	32,640	11.9
SF-60	82,028	29.8
SF-Z	59,951	21.8
SF-TH	8,559	3.1
MF-2	36,567	14.0
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PARK	21,809	7.9
MISC.	27,895	10.1
	275.00	

RESIDENTIAL TABULATION		
ZONE	COUNT	%
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SF-60	371	24.1
SF-Z	375	24.3
SF-TH	91	5.9
MF-2	26 (650)	38.9
	1542	

OWNER: LHJH PROPERTIES, LTD PO BOX 122 ANNA, TX PHONE: 972-824-3542 CONTACT: RUSSELL HARLOW	APPLICANT: DR HORTON LAND COMPANY 4306 MILLER ROAD ROWLETT, TX 75088 PHONE: 214-607-4244 CONTACT: DAVID BOOTH	ENGINEER: BOHLER 6017 MAIN STREET FRISCO, TX 75034 PHONE: (469) 458-7300 CONTACT: DEAN CARDWELL
--	--	--

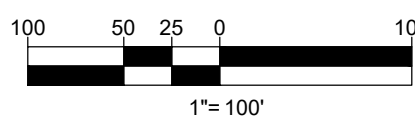
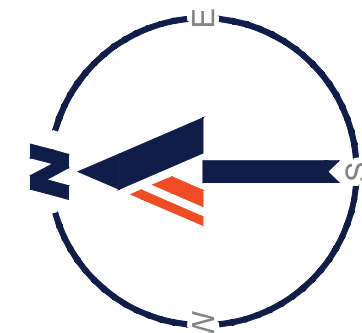


EXHIBIT 2

CONCEPT PLAN
THE WOODS AT LINDSEY PLACE
275.000 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
PART OF ELI WITT SURVEY, ABSTRACT No. 997, BEING ALL
OF A CALLED 159.819 ACRE TRACT OF LAND DESCRIBED IN
A SPECIAL WARRANTY DEED TO LHJH PROPERTIES, LTD.,
RECORDED IN INSTRUMENT No. 2006103001424601
OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
(O.P.R.C.C.T.), BEING PART OF A CALLED 159.819 ACRE
TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY
DEED TO LHJH PROPERTIES, LTD., RECORDED IN
INSTRUMENT No. 2006103001424640, (O.P.R.C.C.T.)
DATE SEPTEMBER 10, 2020

TM

BOHLER

SITE CIVIL AND CONSULTING ENGINEERING

PROGRAM MANAGEMENT

LANDSCAPE ARCHITECTURE

SUSTAINABLE DESIGN

PERMITTING SERVICES

TRANSPORTATION SERVICES

REVISIONS				
REV	DATE	COMMENT	DRAWN BY	CHECKED BY

811

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PROJECT No.:	TD202021
DRAWN BY:	CRJ
CHECKED BY:	DOC
DATE:	10/27/2020
CAD ID:	CPA

PROJECT:
**PROPOSED
CONCEPT PLAN**
FOR

D-R HORTON

America's Builder

THE WOODS AT LINDSEY PLACE
APPROXIMATELY 2040 COUNTY ROAD
370
COLLIN COUNTY
ANNA, TX 75409

BOHLER

6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

PLANS PREPARED BY
BOHLER
FOR REVIEW PURPOSES ONLY
DEAN G. CARDWELL
LICENSE NUMBER: 115432

SHEET TITLE:
**DETAIL
CONCEPT PLAN**
SHEET NUMBER:
C-5



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Greg Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a Roadway Impact Fee Credit Agreement for the construction of Leonard Avenue by and between Gehan Homes, Limited and the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

This item is for a Roadway Impact Fee Credit Agreement for the construction of Leonard Avenue along Anna Ranch Phase 1. Leonard Avenue is included in the City of Anna Master Thoroughfare Plan and the City of Anna CIP as a major roadway project for the future.

The developer agrees to construct their half of Leonard Avenue along their frontage as a part of developing Anna Ranch Phase 1. In accordance with State and Local policies, the developer is subject to receiving reimbursement of roadway impact fees paid for each home in the development, up to the total construction cost of the segment of Leonard Avenue they will construct.

FINANCIAL IMPACT:

All funding for the project will come from Roadway Impact Fees generated by the development. Therefore, no additional City funds will be required.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned, Managed Growth - Objective 2, Have growth paying for growth

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution as presented.

ATTACHMENTS:

1. Impact Fee Agreement Anna Ranch C03029D20201009CR1
2. Resolution - Impact Fee Agreement Anna Ranch

APPROVALS:

Greg Peters, Director of Public Works

Created/Initiated - 11/4/2020

ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT FOR ANNA RANCH

This Roadway Impact Fee Reimbursement Agreement for Anna Ranch (this "Agreement") is entered into by and between the City of Anna, Texas (the "City") and Gehan Homes, Ltd., a Texas limited partnership (the "Developer").

WHEREAS, Developer and the City are sometimes collectively referenced in this Agreement as the "Parties," or, each individually, as "Party"; and

WHEREAS, Developer represents and warrants that it owns and desires to develop certain real property in Collin County, Texas, composed of approximately 68.004 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

WHEREAS, Developer intends to develop the Property as a residential subdivision with 257 residential lots comprising Phase 1 of the development to be commonly known as Anna Ranch; and

WHEREAS, Developer is willing under the terms of this Agreement to construct a segment of a public street known or to be known as Leonard Ave and said street segment is included on the City's capital improvement plan for public street infrastructure within the City's Roadway Service Area 2; and

WHEREAS, in accordance with Chapter 395, the Parties desire to set forth their respective rights and obligations regarding the reimbursement of roadway impact fees assessed and collected from residential lots in Phase 1 of Anna Ranch;

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, applicable zoning, 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 its contractor, and Developer's contractor has mobilized equipment to construct the Roadway Project.

Final Reimbursement Amount, with respect to the Roadway Project, means a dollar amount equal to the lesser of \$633,545.86 or the amount of the Roadway Construction Costs.

Maintenance Bond has the meaning ascribed to that term in Section 3(b).

Property means Phase 1 of the real property known as Anna Ranch as shown in Exhibit A.

Reimbursement has the meaning ascribed to that term in Section 4(b)(1).

Roadway 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 B and any cost increases due to change orders approved by signature of the City Manager or his/her designee. City inspection fees shall not be included in the Roadway Construction Cost.

Roadway Project means the construction of street segment of Leonard Avenue and all associated appurtenances including two lanes of a future 4-lane divided roadway, drainage improvements, and street connections as generally depicted in Exhibit C, attached hereto, and in accordance with construction plan(s) approved by the City.

Comment [CM1]: City staff to insert summary description of all roadway, stormwater drainage, sidewalks, etc. improvements eligible for roadway impact fee reimbursement.

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 the Roadway Construction Cost. The City Manager shall review the documentation provided and shall approve or deny the Roadway 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 Roadway Construction Cost. Upon approval of the Roadway 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").

Comment [GP2]: done

(c) Approval of Plats/Plans; Zoning. 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. **City of Anna, Texas Ordinance No 323-2007 (Anna Ranch PD Zoning - 737.3 acre tract) (the "Zoning Ordinance") is incorporated herein by reference as if set forth in full and every provision, term, requirement, standard, prohibition and condition of the Zoning Ordinance is contractually enforceable under this Agreement.**

Comment [CM3]: Staff to confirm that this is the correct zoning ordinance and it has not been amended.

Comment [GP4]: This is confirmed

(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) 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 ROADWAY PROJECT

(a) Developer Obligations.

As a condition to receipt of the impact fee reimbursement set forth herein, Developer agrees to 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 of the Roadway Project in accordance with the definition in Section 2 "Commence Construction" on or before January 1, 2021. Developer shall complete construction of the Roadway Project, including performing all necessary construction to allow for inspection and acceptance of the Roadway Project by the City, on or before January 1, 2022.

Comment [CM5]: City staff to insert construction commencement deadline

Comment [CM6]: City staff to insert construction completion deadline

(b) City Obligations.

(1) In accordance with City Regulations and state law, the City shall collect roadway impact fees from the Property described in Exhibit A at the time of issuance of building permits ("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 Final Reimbursement Amount in the aggregate on a quarterly basis (the "Reimbursement"). The City shall provide the Reimbursement to Developer until the Final Reimbursement Amount has been paid in full or the Collected Roadway Impact Fees have been fully reimbursed to Developer, whichever occurs first. 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
Anna, TX 75409

If to Developer: Chris Lynch
Gehan Homes I, LTD
3815 S. Capital of Texas Hwy
Suite 275, Barton Creek Plaza III
Austin, Texas 78704

Comment [CM7]: City staff to insert.

Comment [GP8]: done

- (d) 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.
- (e) Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, regarding the Property. 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.
- (f) 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.
- (g) Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

- (l) 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,
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**GEHAN HOMES, LTD.,
a Texas limited partnership**

**By: GEHAN HOMES I, INC., a Texas corporation,
its General Partner**

By: _____
Chris Lynch,
its Vice President of Land Operations

IN WITNESS WHEREOF:

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned notary public, on the _____ day of _____, 2020, personally appeared Chris Lynch, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as Vice President of Land Operation of Gehan Homes I, Inc., a Texas corporation, in its capacity as general partner of Gehan Homes, Ltd., a Texas limited partnership.

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)

EXHIBITS

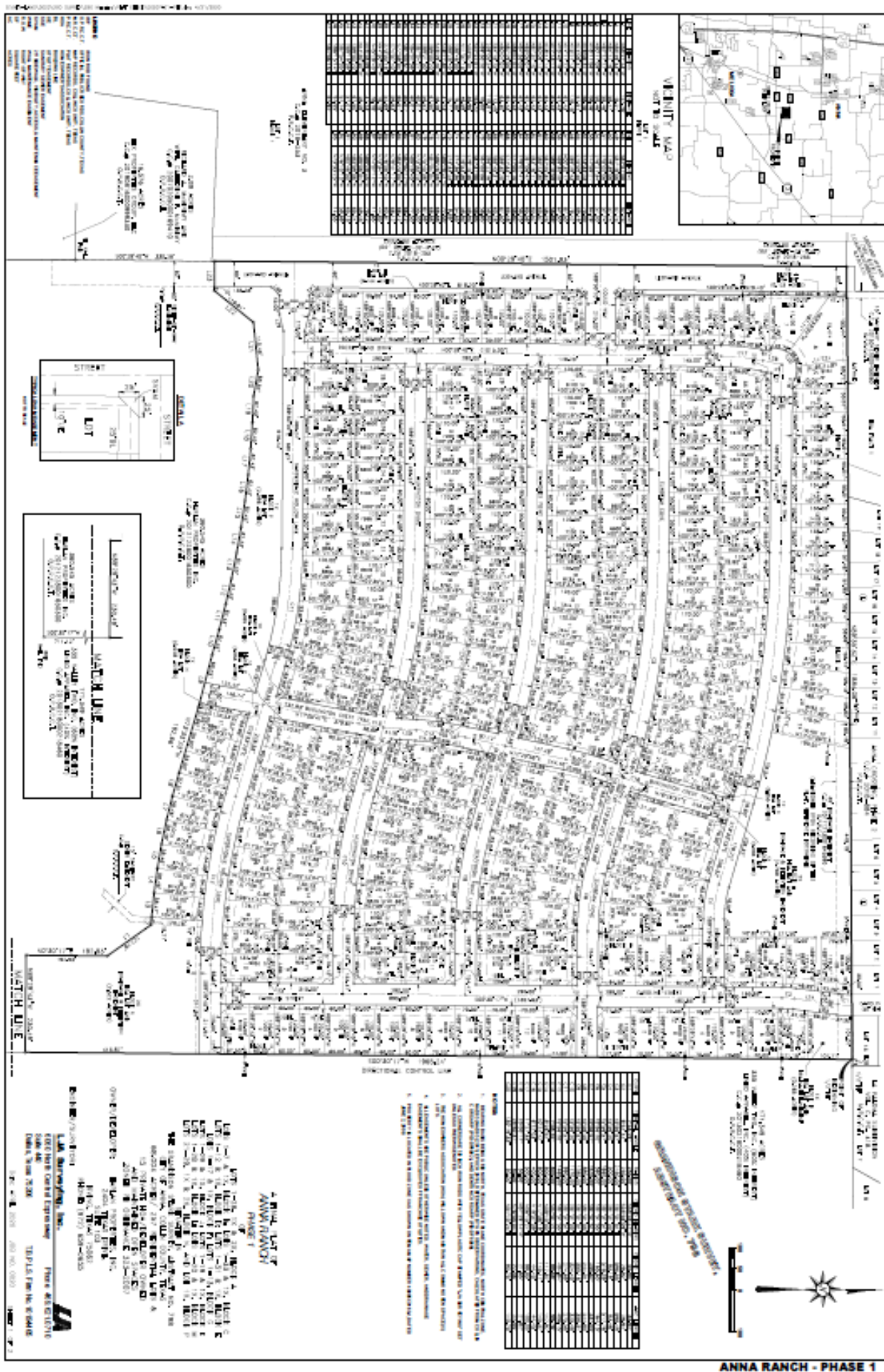
Exhibit A - The Property (Phase 1 Final Plat)

Exhibit B – Roadway Construction Cost

Exhibit	C	–	Roadway	Project
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EXHIBIT A

The Property



ANNA RANCH - PHASE 1

[illegible]

EXHIBIT B

Roadway Construction Cost

Paving Improvements

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
1	7" 3,600 PSI Reinforced Concrete Pavement, including Curb and Gutter (Leonard Avenue)	SY	5,626	\$36.75	\$201,093.75
2	6" Lime Stabilized Subgrade (36#SY) (Leonard Avenue)	SY	6,029	\$2.35	\$14,168.15
3	Hydrated Lime (Leonard Avenue)	TON	109	\$168.00	\$18,312.00
4	Remove Curb and Gutter	LF	503	\$18.50	\$9,305.50
5	Install Curb and Gutter	LF	175	\$35.00	\$6,125.00
6	Remove Existing Concrete	SY	427	\$15.00	\$6,405.00
7	Remove Existing 1" Asphalt Pavement	SF	261	\$10.00	\$2,610.00
8	Transition Pavement (6" 3,000 PSI Concrete Pavement)	SY	713	\$50.00	\$35,650.00
9	Subgrade Under Transition Pymt	SY	750	\$3.00	\$2,250.00
10	10' Mow Ramp	EA	3	\$1,000.00	\$3,000.00
11	Concrete Street header	LF	25	\$10.00	\$250.00
12	Type III Barricade	EA	1	\$900.00	\$900.00
13	Remove Barricade and Connect to Existing Header	EA	1	\$900.00	\$900.00
14	Type C Directional Pedestrian Curb Ramp	EA	4	\$1,750.00	\$7,000.00
15	5' Sidewalk - Leonard Avenue (Developer)	SF	6,594	\$5.10	\$33,629.40
16	Remove Existing Double Solid Lines (Leonard Avenue)	LF	1,489	\$1.65	\$2,473.35
17	Remove Existing 4" Solid yellow Stripes and Cross Hatching	SY	164	\$4.95	\$811.80
18	Install Thermoplastic Striping (Leonard Avenue)	LF	2,110	\$1.30	\$2,743.00
19	Crosswalk Striping (Leonard Avenue)	LF	156	\$15.75	\$2,457.00
20	Do Not Enter Sign	EA	1	\$985.00	\$985.00
21	Lane Ends Merge Right Sign	EA	1	\$985.00	\$985.00
22	Relocate Existing Power Pole	EA	1	\$5,000.00	\$5,000.00
23	Existing Franchise Utility Adjustments	LS	1	\$10,000.00	\$10,000.00
24	Add/Excavation / Grading at Area of Existing Concrete Removal	LS	1	\$10,000.00	\$10,000.00
25	Maintenance Bond - 2Yr, 100%	PERCENT	2%	\$375,553.95	\$7,511.08
26	Traffic Control	MO	2	\$2,450.00	\$4,900.00

TOTAL PAVING IMPROVEMENTS:

\$368,965.03

KJK Underground, LLC.

Storm Drainage Improvements

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
22	18" R.C.P., Storm Sewer, Class III, All Depths, including Excavation, Embedment, Backfill, Fittings, Joints/Connections, Wyes, Etc.	LF	100	\$53.00	\$5,300.00
23	21" R.C.P., Storm Sewer, Class III, All Depths, including Excavation, Embedment, Backfill, Fittings, Joints/Connections, Wyes, Etc.	LF	125	\$57.50	\$7,187.50
24	24" R.C.P., Storm Sewer, Class III, All Depths, including Excavation, Embedment, Backfill, Fittings, Joints/Connections, Wyes, Etc.	LF	67	\$70.00	\$4,690.00
25	27" R.C.P., Storm Sewer, Class III, All Depths, including Excavation, Embedment, Backfill, Fittings, Joints/Connections, Wyes, Etc.	EA	481	\$75.00	\$36,066.00
26	36" R.C.P., Storm Sewer, Class III, All Depths, including Excavation, Embedment, Backfill, Fittings, Joints/Connections, Wyes, Etc.	EA	741	\$125.40	\$92,921.40
28	48" R.C.P., Storm Sewer, Class III, All Depths, including Excavation, Embedment, Backfill, Fittings, Joints/Connections, Wyes, Etc.	EA	103	\$190.35	\$19,606.05
34	4' X 4' Storm Sewer Manhole (Type A)	EA	1	\$3,600.00	\$3,600.00
35	4' X 4' Storm Sewer Manhole (Type B)	EA	2	\$3,950.00	\$7,900.00
36	6' X 6' Storm Sewer Manhole (Type B)	EA	2	\$4,950.00	\$9,900.00
37	10' Standard Curb Inlet (Includes excavation, embedment, backfill, etc.)	EA	4	\$3,600.00	\$14,400.00
38	15' Standard Curb Inlet (Includes excavation, embedment, backfill, etc.)	EA	3	\$4,900.00	\$14,700.00
45	8' X 4' Junction Box	EA	1	\$6,550.00	\$6,550.00
46	Remove Existing 24" Headwall	EA	1	\$300.00	\$300.00
48	Connect to Existing 24" RCP Pipes	EA	2	\$500.00	\$1,000.00
49	Connect to Existing 18" RCP Pipes	EA	1	\$500.00	\$500.00
53	48" 4:1 Sloped End Headwall	EA	1	\$4,500.00	\$4,500.00
54	8" Thick NCTCOG 803.3 Type A, Dry Rock Rip Rap	SY	47	\$98.00	\$4,136.00
55	Trench Safety	LF	1,617	\$0.10	\$161.70
56	All City Required Testing (Excluding Geotech) (Storm Drainage System)	LF	1,617	\$1.50	\$2,425.50
57	Maintenance Bond - 2Yr, 100%	PERCENT	2%	\$236,334.15	\$4,726.68
58	Traffic Control	MO	2	\$1,750.00	\$3,500.00

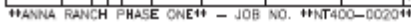
TOTAL STORM DRAINAGE IMPROVEMENTS:

\$244,560.83

TOTAL LEONARD AVENUE ROADWAY IMPACT FEE ELIGIBLE IMPROVEMENTS:

PAVING
STORM DRAINAGE
TOTAL IMPROVEMENTS

\$368,965.03
\$244,560.83
\$613,545.86



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**CITY OF ANNA, TEXAS
RESOLUTION NO. 2020-__-__**

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT FOR ANNA RANCH PHASE I BY AND BETWEEN THE CITY OF ANNA, TEXAS AND GEHAN HOMES I, LTD. FOR THE CONSTRUCTION OF LEONARD AVENUE AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Leonard Avenue is shown in the City of Anna Master Thoroughfare Plan and the City’s CIP as a Capital Roadway Project, and;

WHEREAS, Gehan Homes I, Inc. intends to construct a segment of Leonard Avenue adjacent to their development known as Anna Ranch Phase I, and;

WHEREAS, in accordance with Chapter 395, the Parties desire to set forth their respective rights and obligations regarding the reimbursement of roadway impact fees assessed and collected from residential lots in Phase 1 of Anna Ranch; and;

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

The City Council hereby authorizes the City Manager to execute the subdivision improvement 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 November, 2020.

APPROVED:

Nate Pike, Mayor

ATTEST:

Carrie Land, City Secretary

EXHIBIT "A"



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Greg Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute an amendment to the Task Order for the engineering design and land surveying of Hackberry Drive by and between the City of Anna, Texas and Birkhoff, Hendricks, and Carter LLP. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Hackberry Drive is identified in the City's Master Thoroughfare Plan as a future roadway improvement project. In addition, this segment of Hackberry Drive from Bamborough Drive to SH 5/Powell Parkway is included in the City Council's Strategic Plan for the City.

The original plan was to construct half of a future 4-lane divided roadway.

Upon further discussion with the adjacent property owners and a review of the project impacts, staff made the decision to develop a revised layout for the roadway improvements. This revised layout was discussed at a previous City Council meeting and it:

1. Reduces the amount of right-of-way needed from adjacent property owners.
2. Preserves access for existing driveways which would have been impacted by a median.
3. Preserves front driveway length as needed for neighbors along Hackberry to park in their existing driveways.
4. Preserves the project goals of improving the safety and quality of the roadway.

The revised layout can be seen in Exhibit 1 attached, which will include construction of a two lane, undivided road, with a safe transition to the existing 4-lane road to the West. In the future the roadway will be able to be expanded to a 4-lane undivided section if the area is re-developed.

A major component of the Task Order Amendment is for the inclusion of Right-of-Way Acquisition Services, which will be required for narrow slivers along the corridor. This makes up the bulk of the additional cost included in the amendment. The amount of

right-of-way required for the new layout is significantly less than the original layout.

Once approved, staff will work with the consultant and neighbors to finalize the plans and acquire the necessary right-of-way.

FINANCIAL IMPACT:

The cost of this amendment is \$114,960 including the right-of-way consulting services.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned, Managed Growth, Major Project 6.

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution as presented.

ATTACHMENTS:

1. Res - Hackberry Drive Task Order Amendment

APPROVALS:

Greg Peters, Director of Public Works

Created/Initiated - 11/4/2020

**CITY OF ANNA, TEXAS
RESOLUTION NO. 2020-__-__**

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER AMENDMENT 2 BY AND BETWEEN THE CITY OF ANNA, TEXAS AND BIRKHOFF HENDRICKS & CARTER, LLP, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FOURTEEN THOUSAND NINE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$114,960.00) AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hackberry Drive is shown in the City of Anna Master Thoroughfare Plan and the City Council Strategic Plan as a critical Capital Improvement Project, and;

WHEREAS, upon further discussion and feedback from property owners the design of the road is being changed to minimize the impact of the project on adjacent properties, and;

WHEREAS, Birkhoff, Hendricks, & Carter, LLP has provided an amendment to their original task order for engineering and land surveying services; including the addition of land acquisition services, and;

WHEREAS, the project shall be funded through Roadway Impact Fees, and;

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

The City Council hereby authorizes the City Manager to execute the task order 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 November, 2020.

APPROVED:

Nate Pike, Mayor

ATTEST:

Carrie Land, City Secretary

EXHIBIT "A"



BIRKHOFF, HENDRICKS & CARTER, L.L.P. **PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E.
JOE R. CARTER, P.E.
MATT HICKEY, P.E.
ANDREW MATA, JR., P.E.
JOSEPH T. GRAJEWSKI, III, P.E.
DEREK B. CHANEY, P.E.
CRAIG M. KERKHOFF, P.E.

October 21, 2020

Mr. Greg Peters, P.E.
Director of Public Works
City of Anna
3223 North Powell Parkway
Anna, Texas 75409

Re: Hackberry Drive Paving and Drainage Improvements: Slayter Creek to State Highway 5
BHC Job Code 2018-162 (Amendment No. 2)

Dear Mr. Peters:

As you requested, we are pleased to submit Amendment No. 2 to our Engineering Services Agreement with City of Anna dated August 22, 2018 for the construction of Hackberry Drive. In general, the City has requested we add the following specialized scope of services to be provided by the following specially named sub-consultants:

- A. Land Rights Acquisition Services -Specialty Land Services, LLC

This Amendment No. 2 makes the following changes to the original agreement:

Refer to SCOPE of SERVICES

Part IA – Re-Design and Plan Update (new, this Amendment No. 2)

- A. Update plans to reflect current ownership of property owners. As well as to review and evaluate the construction plans with current City staff with regards to construction notes, standards, procedures, etc.
- B. Re-design Hackberry Drive for:
- The S.H. 5 Intersection to accommodate the 95% Construction plans for S.H. 5 widening as prepared by the Texas Department of Transportation
 - Revising the alignment of Hackberry Drive by shifting the current design to the north in order to limit the impact of the project on the property owners to the south. This shift, in addition to the sidewalk being added to the north side of the road, will cause drainage design issues and the likely re-alignment of an existing drainage channel. Re-alignment of the channel will provide positive drainage but will not be designed to a specific storm event.
 - Extending the proposed project to the west and tie into the existing Hackberry Drive adjacent to Bamborough Drive.
 - The revised project conceptual layout and limits as provided by the City is attached hereto as "Exhibit B" and made a part of this Amendment No. 2

Mr. Greg Peters, P.E.
Hackberry Drive Paving and Drainage Improvements – ESA Amendment No. 2
October 21, 2020
Page 2 of 6

- C. Prepare water line plans for the relocation of the existing 6-inch water line. Proposed water line will be an 8-inch diameter. Water services along this roadway will be transferred to the new line with new water service lines. New Fire Hydrants, Fire Hydrant leads and valves are included. The water line will connect to the existing system on the west side of SH 5 and the existing water lines along Bamborough Drive. It is the intent at this time to open cut across Slayter Creek to install this water line.

Part II – Construction Phase Services

- A. Updated to include construction phase services for the water line relocation.

Part III.E – Plan Review and Update (Amendment No. 1)

Delete this section in its entirety and replace with new section:

Add the following to the **SCOPE OF SERVICES**

PART IV: Subconsultant Specialty Services

- A. **Land Rights Acquisitions:** The Specialty Land Services, LLC proposal dated July 8, 2020 attached hereto as Exhibit B outlines the specific scope of services and deliverables for this project element.

The current **FEE NOT TO EXCEED** fee schedule below is hereby modified as follows:

Part IV – Subconsultant Services:

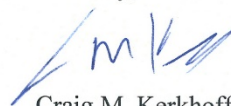
For Subconsultant Services described in Part IV, we propose to be compensated on a salary cost basis time a multiplier of 2.41, with subconsultant invoices and expenses billed at actual invoice amount times a multiplier of 1.15.

Mr. Greg Peters, P.E.
 Hackberry Drive Paving and Drainage Improvements – ESA Amendment No. 2
 October 21, 2020
 Page 3 of 6

		08-30-2018 Original Contract Amount	04-01-2020 Amendment No. 1 Amount	This Amendment No. 2 Amount	Revised Contract Amount
Lump Sum Fee	Part IA: Re-design and Plan Update			\$ 54,100.00	\$ 54,100
	Part I: Bidding Phase Services	\$ 4,618			\$ 4,618
	Part II: Construction Phase Services	\$ 18,472		\$ 2,500	\$ 20,972
	Subtotal Lump Sum Fees:	\$ 23,090	\$ -	\$ 56,600	\$ 79,690
Part III (Hourly Not to Exceed Fees)	A. Not Used				
	B. Preparation of Plat and Field Notes	\$ 22,900	\$ 21,000		\$ 43,900
	C. Geotech Evaluation and Pavement Design Recommendations	\$ 3,500			\$ 3,500
	D. Printing of Plans and Specifications	\$ 500			\$ 500
	E. Plan Review and Update		\$ 4,420	\$ (4,420)	\$ -
	Subtotal Part III, Hourly Fees:	\$ 26,900	\$ 25,420	\$ (4,420)	\$ 47,900
Part IV - Specialized Subconsultants (Hourly and Subconsultant)	A. Land Rights Aquisitions (10 Parcels) (Specialty Land Services)			\$ 62,780	\$ 62,780
	Subtotal, Part IV- Subconsultants:	\$ -	\$ -	\$ 62,780	\$ 62,780
Total Not to Exceed Amount:		\$ 49,990.00	\$ 25,420.00	\$ 114,960	\$ 190,370

If this Amendment No. 2 to our original agreement dated August 22, 2018 meets with your approval, please have one set executed for the City of Anna and an additional executed and returned to our office. We look forward to our continued work on this project with you and your staff.

Sincerely,



Craig M. Kerkhoff, P.E., C.F.M.

APPROVED FOR THE CITY OF ANNA, TEXAS

Mr. Greg Peters, P.E. Director of Public Works

Date

Attachments

Exhibit A – Specialty Land Services, LLC Land Rights Acquisition Proposal
 Exhibit B – Project Concept provided by the City of Anna

Mr. Greg Peters, P.E.
Hackberry Drive Paving and Drainage Improvements – ESA Amendment No. 2
October 21, 2020
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EXHIBIT A – LAND RIGHTS AQUITION SERVICE PROPSAL



July 8, 2020

Gary C. Hendricks
Birkhoff, Hendricks & Carter, L.L.P
11910 Greenville Ave., Suite 600
Dallas, Texas 75243

Dear Mr. Hendricks,

On behalf of Specialty Land Services, LLC, we thank you for this opportunity to respond to the Request for Proposal. This submission is a consideration for the following services:

- **Hackberry Drive Paving and Drainage Improvements**

We are confident you will find that our response addresses critical needs of Birkhoff, Hendricks & Carter, L.L.P in Right-of-Way acquisition while driving immediate value and savings. With more than 15 years' experience and outstanding rapport with many cities across Collin and Denton Counties, a partnership with Specialty Land Services will allow Birkhoff, Hendricks & Carter, L.L.P to focus on its mission of providing the highest level of service to their clients.

We commit to a focused approach through execution of services as demonstrated by completion of more than 2,000 parcel acquisitions, with more than 99% of negotiations avoiding expensive and time-consuming condemnations. Supporting SLS experience in the Right-of-Way and Real Estate industry, our participation in local government over the years has provided the knowledge in understanding cities short- and long-term goals. Service as a City Council Member, Mayor Pro-Tem and School Board President, have provided the exposure and insight to local government which SLS has leveraged to exceed customer expectations.

Throughout the term of the contract, we will commit to timely execution of requests, project management through a customized CRM platform and routine follow up on progress of open projects through multiple means of communication.

Thank you again for the opportunity to present our proposal. We are excited to meet with you to discuss how we will drive value for Birkhoff, Hendricks & Carter, L.L.P. If you have any questions prior to that opportunity, please do not hesitate to contact us.

Sincerely,

Buddy Minett

Buddy Minett, REALTOR®
President
Broker License # 522235
TREC ROW License # 2389

Matthew Hutto

Matthew Hutto, REALTOR®
Associate
Sales Agent License # 735321
TREC ROW License # 33490

EXHIBIT A – LAND RIGHTS ACQUISITION SERVICE PROPOSAL (Continued)



Pricing Schedule

Hackberry Drive Paving and Drainage improvements

- Right of Way acquisition & Fee simple purchases – The greater of a.) 3% of the purchase price or b.) \$2,500.00 “Base Rate” .
- Additional easements on the same tract, including but not limited to (Temporary Construction Easements, Utility Easements, Access easements, etc.) will be charged 25% of the Base rate for each additional easement.
- Parcels on different parent tracts with identical ownership will be billed at a 25% of the Base Rate for each subsequent Parcel.
- Parcels that can’t be acquired by negotiation and proceed to the eminent domain process will be subject to a \$1,000 surcharge if Specialty Land Services is to be involved.
- Parcels assigned by the Client, but later deemed, by the Client unnecessary, shall be billed the lesser of, \$2,500.00 or \$100/hr, plus directly attributable expenses, for work performed on that parcel, with a minimum applicable charge of \$1,250.00 per Parcel.
- Appraisals – When required, Specialty Land Services, LLC sub-contracts qualified third party appraisals at a rate of \$3,250.00 per appraisal.

Payment for Basic Services described above shall be invoiced monthly for documents recorded during the prior month.

Mr. Greg Peters, P.E.
Hackberry Drive Paving and Drainage Improvements – ESA Amendment No. 2
October 21, 2020
Page 6 of 6

EXHIBIT A – LAND RIGHTS ACQUISITION SERVICE PROPOSAL (Continued)

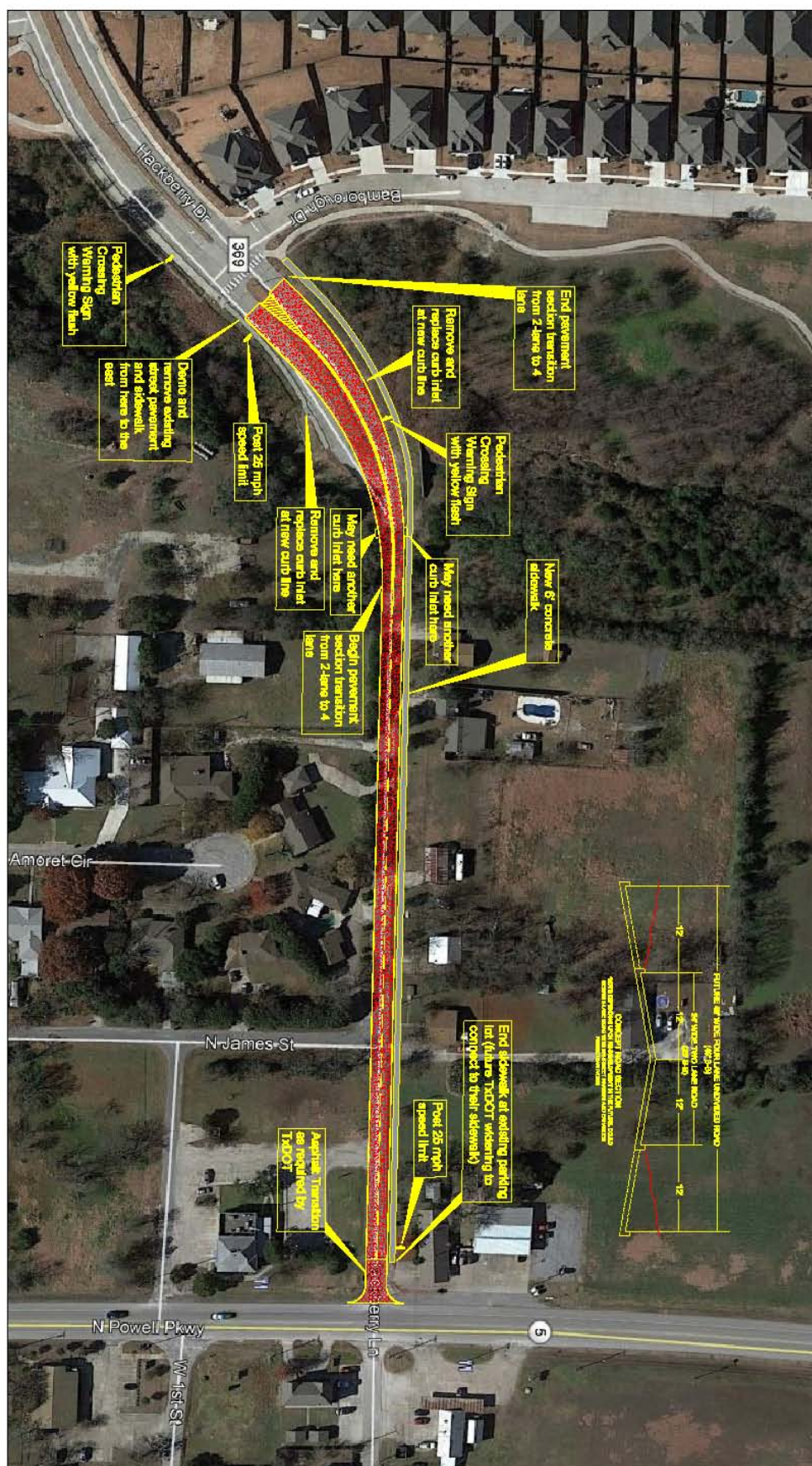


ASSISTANCE IN ACQUISITION OF RIGHT-OF-WAY/EASEMENTS

SCOPE OF BASIC SERVICES

Specialty Land Services, LLC will perform the following services for each right-of-way/easement tract, as necessary based on the information supplied by the client.

- Fixed price for service
- All consultations with City Project Manager and City Engineer
- Review of Right-of-Way maps and Field Notes
- Market appraisal analysis for parcels
- Direct interface with City and Consulting Engineers
- Thoughtful, legally compliant, communication and notification of Property Owners via Mail, Phone, Email and/or in person, including evenings and weekends as required
- All negotiations with property owner(s), regardless of complexity or time required to complete the acquisition
- Electronic filing of Easement and/or Right of Way Documents with the appropriate County Records Office
- Ownership verification/confirmation
- Preparation of City approved Deed and Easement documents for each parcel
- Coordinate legal ownership/rights transfer to City, including title closings if required by City
- Requisition of payments and delivery to property owners as required
- Securing necessary approvals and signatures
- Notary services
- Eminent Domain assistance (if necessary)





Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Greg Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute payment to the North Collin Special Utility District for the relocation of an existing 2-inch water main in Foster Crossing Road as required for the widening of Foster Crossing Road. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City will be publicly bidding the project to widen Foster Crossing Road adjacent to Pecan Grove Phase 2-4 in the next 60 days. Construction will commence in early 2021.

The North Collin SUD has an existing water main in an existing easement along the existing 2-lane asphalt road. This easement and main will both be encompassed by the proposed road widening project. In addition, due to the depth of the water main and the proposed grade of the road, the water main must be removed and relocated prior to construction of the road.

Staff determined that the best approach to the relocation of this main was to allow North Collin SUD to hire their contractor of choice to perform the work, as the main is not owned and operated by the City of Anna and the SUD can complete the project at a more competitive price than if the City bid the work out as part of the road project.

Staff has met with North Collin SUD and agreed upon a cost estimate for the relocation of the water main, which is attached to the Resolution as Exhibit A. The City's obligation will not exceed the agreed upon amount of \$57,960.00, as stated in the Resolution.

If approved by the City Council, the North Collin SUD will commence construction in the next 60 days in order to ensure that the main is out of the way prior to road construction beginning in early 2021.

FINANCIAL IMPACT:

The estimated cost of \$57,960 will be paid from the Roadway Impact Fees collected from Pecan Grove Phase 2-4, as the work is essential and required in order to

construct the Foster Crossing Road improvements.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Strategic Goal 2: Sustainable Anna Community Through Planned, Managed Growth.

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution as presented.

ATTACHMENTS:

1. North Collin SUD Resolution and Cost Estimate

APPROVALS:

Greg Peters, Director of Public Works

Created/Initiated - 11/4/2020

**CITY OF ANNA, TEXAS
RESOLUTION NO. 2020-__-__**

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO REIMBURSE THE NORTH COLLIN SPECIAL UTILITY DISTRICT FOR THE RELOCATION OF AN EXISTING WATER MAIN IN CONFLICT WITH THE PROPOSED WIDENING OF FOSTER CROSSING ROAD, IN AN AMOUNT NOT TO EXCEED FIFTY SEVEN THOUSAND NINE HUNDRED AND SIXTY DOLLARS AND ZERO CENTS (\$57,960.00) AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Foster Crossing Roadway Improvement Project is shown on the City of Anna Master Thoroughfare Plan as a critical Capital Improvement Project, and;

WHEREAS, the existing North Collin County Special Utility District water main is located within an existing easement along Foster Crossing Road which will be encompassed by the widening of Foster Crossing Road, and;

WHEREAS, the water main must be relocated in order for the road widening to be constructed, and;

WHEREAS, North Collin Special Utility District has provided a detailed cost estimate for the project and staff has reviewed the estimate for completeness and accuracy, and;

WHEREAS, the reimbursement shall be funded through Roadway Impact Fees received from the adjacent development project of Pecan Grove Phase 2-4, and;

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

The City Council hereby authorizes the City Manager to execute the task order 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 November, 2020.

APPROVED:

Nate Pike, Mayor

ATTEST:

Carrie Land, City Secretary

EXHIBIT "A"



North Collin Special Utility District
PO BOX 343
MELISSA, TX 75454
(972) 837-2331
aknight@northcollinsud.com

ADDRESS
City of Anna

Estimate 1026

DATE 09/30/2020

ACTIVITY	QTY	RATE	AMOUNT
Service 6" C900 Waterline with Sand Embedment	1,460	26.00	37,960.00
Service Road Bores under streets and Thornhill driveway	110	120.00	13,200.00
Service 90 Degree Elbows	2	450.00	900.00
Service 6" X 2" Connections	2	500.00	1,000.00
Service 6" Gate Valves	2	1,100.00	2,200.00
Service 6 X 2 Threaded Plug	2	350.00	700.00
Service County Road Bore	40	50.00	2,000.00

TOTAL \$57,960.00

Accepted By

Accepted Date



Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Greg Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to condemn real property for the sanitary sewer easement required for the construction and maintenance of the Hurricane Creek Line B sanitary sewer main. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna Hurricane Creek Trunk Sewer project is an extremely important major CIP expansion project located west of US 75. The construction of this sewer main is required in order to facilitate high quality development on the west side of US 75, including both commercial and residential development.

The project is included in the Sewer Master Plan for the City, and is identified in the City Council Strategic Plan as a Top Priority Action Item. The ongoing development on the west side of US 75 has reached a point where the project must move forward now.

Thus far the City has been able to reach agreements for the purchase of easements on all impacted properties except one. The City and our property Consultant has coordinated with the property owner and held an in-person meeting to discuss the project, the easement need, and a reasonable price for the easement. In addition, the City has provided copies of the appraisal, easement documents, and other related information to the property owner. However, to-date the City and the property owner have been unable to reach agreement on the value of the easement property.

Staff will continue to seek a way to reach an agreement with the property owner, as condemnation should only be used as a last resort. However, at this time staff is requesting the City Council to grant condemnation authority so that a path forward may be had if no agreement is reached. The property owner is aware of this next step in the process.

FINANCIAL IMPACT:

The City will be responsible for all required costs and fees associated with the acquisition of the easement, including paying a fair market value for the easement to the land owner.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Strategic Goal 2: Sustainable Anna Community Through Planned, Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of the Resolution as presented. If the City Council seeks to approve, the motion must be stated exactly as follows:

"I move that the City of Anna, Texas authorize the use of the power of eminent domain to acquire 1.229 acres of land, more or less, for a permanent sanitary sewer line easement, and 1.219 acres of land, more or less, for a temporary construction easement, said tracts located in the H.T. Chenoweth Survey, Abstract 158, Collin County, Texas, part of a called 101 acre tract conveyed to MJLA Adams, Ltd., by deed recorded in Instrument Number 20110505000462570 of the Deed Records of Collin County, Texas, said 1.229 acres and 1.219 acres being more particularly described by the metes and bounds description and depiction set forth in Exhibit "A" to this resolution, which I incorporate in full into my motion."

ATTACHMENTS:

1. Sewer Line Easement Resolution C03029D20200819CR1

APPROVALS:

Greg Peters, Director of Public Works

Created/Initiated - 11/4/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, FINDING THAT A PUBLIC NECESSITY EXISTS FOR ACQUISITION OF A PERMANENT SANITARY SEWER LINE EASEMENT PROVIDING LIMITED RIGHTS ON AND UNDER 1.229 ACRES OF REAL PROPERTY, MORE OR LESS, AND A TEMPORARY CONSTRUCTION EASEMENT PROVIDING TEMPORARY LIMITED RIGHTS ON AND UNDER 1.219 ACRES OF REAL PROPERTY, MORE OR LESS; AUTHORIZING THE CITY MANAGER, STAFF, CONTRACTORS, AND THE CITY’S ATTORNEYS TO ACQUIRE SAID EASEMENTS BY ANY LAWFUL MEANS, INCLUDING BUT NOT LIMITED TO NEGOTIATIONS, AND, IF NECESSARY, PROCEEDINGS IN EMINENT DOMAIN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna plans to construct and/or install sanitary sewer lines and associated appurtenances to meet the public need to provide sanitary sewer system improvements to benefit the City of Anna, its citizens and the general health, safety and welfare; and

WHEREAS, it is necessary to acquire a certain permanent sanitary sewer line easement not now held by the City of Anna for such sanitary sewer system improvements; and

WHEREAS, it is necessary for the City to use its authority to pursue negotiations for the acquisition of said easements and/or to pursue the easements under power of eminent domain; and

WHEREAS, the City Council of the City of Anna, Texas (“City Council”), after careful consideration, finds that a public necessity exists for acquisition of a permanent sanitary sewer line easement and a temporary construction easement, respectively providing limited rights on and under 1.229 acres of real property, more or less, and 1.219 acres of real property, more or less, said tracts being more particularly described in Section 2 of this resolution, for the purposes of constructing, laying, maintaining, repairing and/or replacing of sanitary sewer lines and related appurtenances, and benefiting the public health, safety and welfare;

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

Section 1. Incorporation of Recitals; Purpose

1.01 The City Council finds that the above-stated recitals are true and correct and said recitals are incorporated herein as if set forth in full for all purposes.

- 1.02** This resolution is intended to comply in all respects with Texas Government Code § 2206.001, et seq., Texas Local Government Code § 251.001, et seq., and Texas Property Code § 21.001 et seq., to the extent the provisions of such statutes are applicable, and to comply with all other applicable law.
- 1.03** The City Council, by this resolution, intends, if necessary, to exercise the City's powers of eminent domain under Texas Local Government Code § 251.001 and any and all other applicable law.

Section 2. Easements to be Acquired

- (a) The necessary permanent sanitary sewer line easement sought to be acquired will provide limited rights on and under a portion of a tract of real property, said portion totaling approximately 1.229 acres of real property (the "Permanent Sanitary Sewer Line Easement"), held by MJLA Adams, Ltd. and/or others. Said approximate 1.229 acres of real property is generally aligned and described as shown in Exhibit A, attached to this resolution and incorporated herein by reference as if fully set forth for all purposes. The precise permanent easement to be acquired may differ from what is shown in said alignment and description but said alignment and description approximates the general route and general area of the permanent sanitary sewer line easement to be acquired.
- (b) The necessary temporary construction easement sought to be acquired will provide temporary limited rights on and under a portion of a tract of real property, said portion totaling approximately 1.219 acres of real property (the "Temporary Construction Easement"), held by MJLA Adams, Ltd. and/or others. Said approximate 1.219 acres of real property is generally aligned and described as shown in Exhibit A, attached to this resolution and incorporated herein by reference as if fully set forth for all purposes. The precise temporary easement to be acquired may differ from what is shown in said alignment and description but said alignment and description approximates the general route and general area of the temporary construction easement to be acquired.

Section 3. Finding of Public Necessity and Authorization to Take Action

- 3.01** The City Council finds a public necessity for the public welfare and convenience to acquire the Permanent Sanitary Sewer Line Easement and Temporary Construction Easement identified in Section 2, above, for the purpose of constructing, laying, maintaining, repairing and/or replacing sanitary sewer lines

and related appurtenances. The City Council authorizes the City Manager, City staff and/or City consultants or contractors, and, Wolfe, Tidwell & McCoy, LLP, attorneys, and other legal counsel if determined necessary by said attorneys, to acquire the needed Permanent Sanitary Sewer Line Easement and Temporary Construction Easement by any lawful means including but not limited to negotiations with landowners and, if necessary, proceedings in eminent domain.

- 3.02** The City Council by this resolution directs the City Manager, his staff, and Wolfe, Tidwell & McCoy, LLP, attorneys, and other legal counsel if determined necessary by said attorneys—as necessary and in the appropriate sequence—to have the Permanent Sanitary Sewer Line Easement and Temporary Construction Easement appraised by a certified appraiser, to send the landowner(s) a copy of the appraisal and the State of Texas Landowner’s Bill of Rights prepared by the Office of the Attorney General of Texas, to enter into good-faith negotiations with the landowner(s), to make a bona-fide offer and make any necessary initial and final monetary offers in an attempt to acquire the Permanent Sanitary Sewer Line Easement and Temporary Construction Easement consistent with the appraisal(s), when appropriate, and to convey the City’s desire to acquire the Permanent Sanitary Sewer Line Easement and Temporary Construction Easement in an efficient manner, and, if necessary, to institute proceedings in eminent domain and take all necessary actions in such proceedings to condemn and acquire the Permanent Sanitary Sewer Line Easement and Temporary Construction Easement. The City Council hereby authorizes and ratifies any such actions taken thus far, and hereby further asserts its full authority, to the greatest extent provided by law, to acquire the Permanent Sanitary Sewer Line Easement and Temporary Construction Easement identified in Section 2, above.

Section 4. Effective Date.

This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, this ____ day of _____ 2020.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

Exhibit A

FIELD NOTE DESCRIPTION PERMANENT SANITARY SEWER EASEMENT CITY OF ANNA, TEXAS

Being a tract of land for Permanent Sanitary Sewer Easement 40-foot width and being under, over and across Tract 3 in the H.T. Chenoweth Survey, Abstract 158, Collin County, Texas, a called 101 acre tract conveyed to MJLA Adams, LTD. by deed recorded in Instrument Number 20110505000462570 of the Deed Records of Collin County, Texas (D.R.C.C.T.), said 40-foot wide Permanent Sanitary Sewer Easement being more particularly described as follows;

BEGINNING at a point for corner, said point being on an established fence line and on the south property line of said 101 acre MJLA tract and being on the north property line of Tract 4 in the H.T. Chenoweth Survey, Abstract 158, Collin County, Texas, a called 106.488 acre tract conveyed to John Hampton Rattan by deed recorded in Instrument Number 19960829000742040 of the D.R.C.C.T., said point bearing S 89°58'22" W, a distance of 3,526.83 feet from a 1/2-inch iron rod found on the southeast property corner of said 101 acre MJLA tract, on the northeast property corner of Tract 6 in the H.T. Chenoweth Survey, Abstract 158, Collin County, Texas, a called 35.00 acre tract conveyed to John Hampton Rattan by deed recorded in Instrument Number 19960829000742040 of the D.R.C.C.T., on the west property line of Tract 2 in the John Ellett Survey, Abstract 295, Collin County, Texas, a called 107.7 acre tract conveyed to John Rattan & Estate of Dow & Sue Rattan c/o John Rattan by deed recorded in Instrument Number 20090915001153020 of the D.R.C.C.T., said point also bearing S 16°32'55" W, a distance of 1,073.31 feet from a 1/2-inch iron rod found on an easterly interior property corner of Tract 19 in the H.T. Chenoweth Survey, Abstract 158, Collin County, Texas, a called 204.371 acre tract conveyed to Twin Rivers Estates, LLC. by deed recorded in Instrument Number 20080229000243760 of the D.R.C.C.T., and the southwest property corner of Tract 2 in the H.T. Chenoweth Survey, Abstract 158, Collin County, Texas, a called 216.801 acre tract conveyed to Verla Sue Holland & Maurine Dickey by deed recorded in Instrument Number 19950216000110690 of the D.R.C.C.T.;

THENCE, N 87°04'49" W, along said fence line and the common property line of said 101 acre MJLA tract and said 106.488 acre Rattan tract, a distance of 79.15 feet to a point for corner;

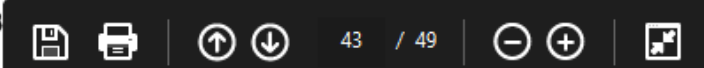
THENCE, N 72°10'53" E, departing said common property line, a distance of 36.69 feet to a point for corner;

THENCE, N 50°06'34" E, a distance of 867.64 feet to a point for corner;

THENCE, N 03°54'37" E, a distance of 451.31 feet to a point for corner, said point being on an established fence line and on the common property line of said 101 acre MJLA tract and said 216.801 Holland tract;

THENCE, S 88°51'38" E, along said common property line, a distance of 40.05 feet to a point for corner;

THENCE, S 03°54'37" E, a distance of 451.31 feet to a point for corner;



1 feet to a point for corner;

Exhibit A

THENCE, S 50°06'34" W, a distance of 860.64 feet to the POINT OF BEGINNING, said 40-foot Permanent Sanitary Sewer Easement containing 1.229 acres (53,516 square feet) of land, more or less.

Also a 40-foot wide temporary construction easement being immediately adjacent to and parallel with the easterly legs of the above described Permanent Sanitary Sewer Easement and containing 1.219 acres (53,095 square feet) of land, more or less.

Notes:

1. Bearings and distances cited in this field note description are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field survey concluded on 12/27/2018.
3. An Easement Plat of even date herewith accompanies this Field Note Description.

Gary C. Hendricks, P.E., R.P.L.S.
Texas Registration No. 5073
Birkhoff, Hendricks & Carter, L.L.P.
TBPLS Firm No. 100318-00
11910 Greenville Ave., Suite 600
Dallas, Texas 75243

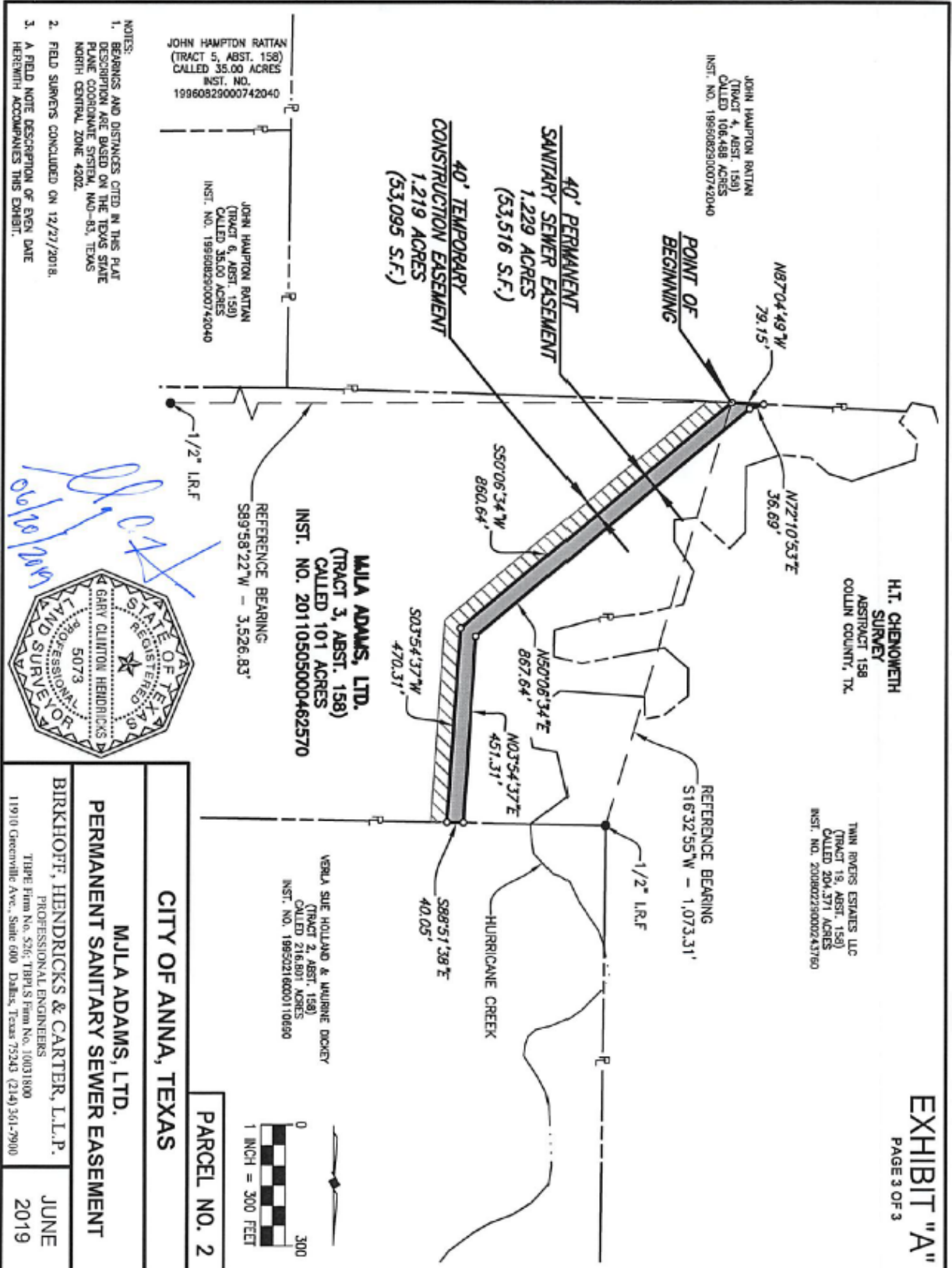


[Handwritten signature]
06/20/2019

Exhibit A

REVISED: 6/20/19 - CCRAWFORD

H:\Projects\Anno\2018149 Hurricane Creek SS-Line B\Easement Plots\Plots\2018149 Parcel 02.dwg





Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Greg Peters

AGENDA ITEM:

Approve a Resolution authorizing the City Manager to execute a Task Order with Biggs & Matthews, Inc. for the engineering analysis and design of the expansion of the Collin Water Pump Station to increase public water supply for the City of Anna, Texas.
(Director of Public Works Greg Peters, P.E.)

SUMMARY:

This item approves an engineering task order for the required engineering analysis and design services associated with the project. The expansion project will include expanding the existing pump station with new pumps and wells.

The Station was constructed years ago, but was never fully utilized in the system, with the pump system and ground storage tanks being used infrequently. Over the past year staff has been conducting research and analysis, and has determined that there is a viable way to expand the pump station and make it 100% operational.

The project will increase water supply for the City which is much needed with the current growth taking place. The project will also allow the City more time to work with CGMA/GTUA/NTMWD and other entities on the long-term plans to increase access to treated surface water.

The project is included in the FY 2020-2021 CIP, and is to be funded through Water Impact Fees.

FINANCIAL IMPACT:

The total cost of the task order is \$205,000.00. The funding source is Water Impact Fees.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2 Sustainable Anna Community Through Planned, Managed Growth, Objective 3: Develop and use City infrastructure master plans to support growth.

STAFF RECOMMENDATION:

Staff recommends approval as presented.

ATTACHMENTS:

1. Resolution and Task Order - Collin Pump Station

APPROVALS:

Greg Peters, Director of Public Works

Created/Initiated - 11/4/2020

**CITY OF ANNA, TEXAS
RESOLUTION NO. 2020-__-__**

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE TASK ORDER BY AND BETWEEN THE CITY OF ANNA, TEXAS AND BIGGS & MATTHEWS, INCORPORATED, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIVE THOUSAND DOLLARS AND ZERO CENTS (\$205,000.00) AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Collin Pump Station Expansion is shown in the City of Anna Water Master Plan as a critical Capital Improvement Project, and;

WHEREAS, expansion of the pump station will increase water supply for the City of Anna and the neighbors served by the system, and;

WHEREAS, Biggs & Matthews, Inc. has provided a task order for engineering analysis and design services, and;

WHEREAS, the project shall be funded through Water Impact Fees, and;

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

The City Council hereby authorizes the City Manager to execute the task order 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 November, 2020.

APPROVED:

Nate Pike, Mayor

ATTEST:

Carrie Land, City Secretary

EXHIBIT "A"



BIGGS & MATHEWS INC.
Consulting Engineers

August 12, 2020

Steven Smith
Assistant Director of Public Works
City of Anna
P.O. Box 776
Anna, Texas

RE: Revised Letter of Proposal for Engineering Services
Collin Pump Station Expansion

Dear Mr. Smith:

Thank you for allowing me the opportunity to submit an engineering proposal relating to the development of additional groundwater supplies for the City of Anna. Having visited the site on Wednesday, November 6, 2019, it is readily apparent that the rapid growth within the Anna service area will require water supply, pressure maintenance, and distribution system improvements in order to provide for continuous and adequate service.

It is my understanding that the City of Anna has contracted with Kimley-Horn Engineers to develop a hydraulic water model and provide for an updated water plan. As a part of that effort, it is anticipated that Kimley-Horn will make recommendations to Anna relative to pressure maintenance and distribution system improvements.

By letter dated November 13, 2019, we submitted a letter of proposal to you for the design and development of five (5) additional wells. However, after due consideration, the City has requested that we revise our proposal for the design and development of two (2) additional wells.

As requested, this proposal only includes Well No. 10 & Well No. 11 (Collin Pump Station Expansion) to be designed and developed at the existing pump station site located near the intersection of Highway 5 and the Collin County Outer Loop. (See Attached). Well No. 10 would be designed to produce from the Woodbine Formation and Well No. 11 would be designed to produce from the Twin Mountains Formation, as generally described below:

Existing Site near the N.E. Corner of Collin Co. Loop & Highway 5 – Wells No. 10 & 11

- *Drill & Complete Well in Woodbine Formation*
- *Anticipated Depth - 1,350' to 1,550'*
- *Anticipated Capacity – 150 gpm to 200 gpm.*
- *Estimated Construction Costs - \$650,000 to \$675,000*

- *Drill & Complete Well in Twin Mountains Formation*
- *Anticipated Depth – 2300' to 2600'*
- *Anticipated Capacity – 375 gpm to 450 gpm*
- *Estimated Construction Costs - \$1,200,000 to \$1,300,000*

PROPOSED PROFESSIONAL ENGINEERING SERVICES:

- *Lump Sum - \$185,000: Preparation of plans & specifications for both wells No. 10 & No. 11 and submission to TCEQ for approval to construct/develop each of the proposed wells including general over-site and consulting services during construction of each well. (Owner to provide copy of site boundary surveys)*
- *Lump Sum - \$ 15,000: Application to North Texas Groundwater Conservation District (NTGCD) for approval to construct and develop both of the proposed wells, and preparation of the required Hydrogeological Report/Study for the proposed wells/well site to comply with the latest NTGCD requirements.*
- *Lump Sum - \$5,000: Final submission of all well completion documents, as required by TCEQ and NTGCD for final approval and use of the proposed wells as a public water supply.*

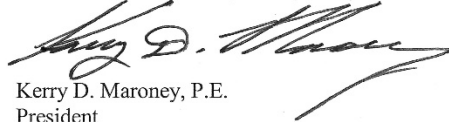
PROPOSED PROFESSIONAL FEES & SCHEDULE:

- *Two (2) Well Professional Services Package - Lump Sum \$205,000*
- *80% Fee Due Upon Completion & Approval to Construct By TCEQ & NTGCD*
- *20% Fee Due Upon Construction Completion & Final Approval By TCEQ & NTGCD*
- *Design Plans & Specification Submitted to TCEQ – 45 Days After Notice to Proceed*
- *NTGCD Application & Hydrogeological Report – 30 Days After Notice to Proceed*

Please review the above information, and contact me with any questions or comments.

Regards,

BIGGS & MATHEWS, INC. (F-834)



Kerry D. Maroney, P.E.
President

Approved & Notice to Proceed By: City of Anna, Texas

Signature:

Title:

Date:



Item No. 6.k.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020

Staff Contact: Alan Guard

AGENDA ITEM:

Approve a Resolution authorizing the City of Anna, Texas to participate in the Collin County Purchasing Cooperative for the purchase of goods and services for the public and authorize the city manager to sign the agreement. (Finance Director Alan Guard)

SUMMARY:

The City of Anna has participated in a cooperative purchasing agreement with Collin County since 2015. It is time to renew the agreement. The cooperative purchasing agreement allows the city to "piggy-back" on contracts and other purchases that Collin County has previously competitively bid. This allows the city to take advantage of lower bids for services and bulk purchases that a larger entity such as Collin County has already put through the legal bid requirements. This saves the city time and money.

FINANCIAL IMPACT:

NA

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 with Collin County renewing the city's participation with the Collin County Purchasing Cooperative.

ATTACHMENTS:

1. INTERLOCAL AGREEMENT for purchasing 2020
2. Collin County Cooperative Purchasing Agreement Resolution 111020

APPROVALS:

Greg Peters, Director of Public Works

Created/Initiated - 11/6/2020

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND ANNA, TEXAS**

This agreement is made this 10th day of November, 2020 between Collin County and the City of Anna, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

The City of Anna, Texas, hereby makes, constitutes and appoints Collin County its true and lawful purchasing agent for the purchase of various commodities, using Annual Contracts (Bids). Collin County will maintain a listing of Annual Contracts which are available for local entities use. Collin County will forward a copy of the requested Annual Contract to the requesting entity. Anna agrees that Collin County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Collin County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

Anna, Texas agrees that all specifications for selected items shall be determined by Collin County.

III.

Anna, Texas agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill Anna, Texas directly for all items purchased, and Anna, Texas shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Alan Guard, Finance Director, is hereby designated as the official representative to act for the City of Anna in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement upon written thirty (30) days notice prior to cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

COLLIN COUNTY

(Entity): **CITY OF ANNA, TEXAS**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CITY OF ANNA, TEXAS

RESOLUTION NO.

(Collin County Cooperative Purchasing Agreement)

A RESOLUTION RENEWING THE INVESTMENT POLICY OF THE CITY OF ANNA.

WHEREAS, the City of Anna, Texas (“the City”) is committed to principles of best financial practices that save time and money while adhering to state purchasing law; and

WHEREAS, the City of Anna, Texas City Council (“City Council”) has determined that it is in the interests of the citizens of Anna to participate as a member of the Collin County Cooperative Purchasing group; and

WHEREAS, The Collin County requires membership renewal every five years and the City joined December 8, 2015; and

WHEREAS, The City’s most recent membership expires December 8, 2020;

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

Section 1. Recitals Incorporated.

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

Section 2. Interlocal Agreement Reviewed and Authorizes the City Manager to sign the Agreement.

The City Council has reviewed the interlocal agreement and authorizes the City Manager to sign the Agreement attached hereto as Exhibit 1.

PASSED by the City Council of the City of Anna, Texas, on this the 10th day of November, 2019.

ATTEST:

APPROVED:

Carrie L. Smith, City Secretary

Nate Pike, Mayor



Item No. 6.I.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020

Staff Contact: Alan Guard

AGENDA ITEM:

Approve the Quarterly Investment Report for the Period Ending September 30, 2020.
(Finance Director Alan Guard)

SUMMARY:

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

- Review of the City's holdings
- Comparison of book vs. market value
- Allocation information
- Other information related to the PFIA.

The City's portfolio as of the quarter ending September 30, 2020 earned an average yield of 0.54%. The total year-to-date interest earnings are \$703,202. The Quarterly Investment Report for September 30, 2020 is attached for review.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the report.

ATTACHMENTS:

1. 9_30_2020 Investment Report

APPROVALS:

Alan Guard,

Created/Initiated - 11/5/2020



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2020

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

A blue ink signature, likely of the Assistant City Manager, written over a horizontal line.

Assistant City Manager

A blue ink signature, likely of the Finance Director, written over a horizontal line.

Finance Director

A blue ink signature, likely of the Accounting Manager, written over a horizontal line.

Accounting Manager

Summary
Investment Report
July 1, 2020 to September 30, 2020

Quarter End Results by Investment Category:

<u>Asset Type</u>	<u>Ave. Yield</u>	September 30, 2020		June 30, 2020	
		Book Value	Market Value	Book Value	Market Value
Bank DDA	0.62%	\$ 25,116,965	\$ 25,116,965	\$ 20,122,585	\$ 20,122,585
Money Market	0.08%	\$ 211,368	\$ 211,368	\$ 6,210,167	\$ 6,210,167
Texpool	0.18%	\$ 27,584,409	\$ 27,584,409	\$ 27,572,052	\$ 27,572,052
CDs	1.76%	\$ 6,731,525	\$ 6,731,525	\$ 7,483,678	\$ 7,483,678
Totals		\$ 59,644,267	\$ 59,644,267	\$ 61,388,483	\$ 61,388,483

Current Quarter Average Yield		Fiscal Year-to-Date Average Yield	
Total Portfolio	0.54%	Total Portfolio	1.20%

Quarterly Interest Income	\$100,009
Year-to-date Interest Income	\$703,202

Investment Report
July 1, 2020 to September 30, 2020

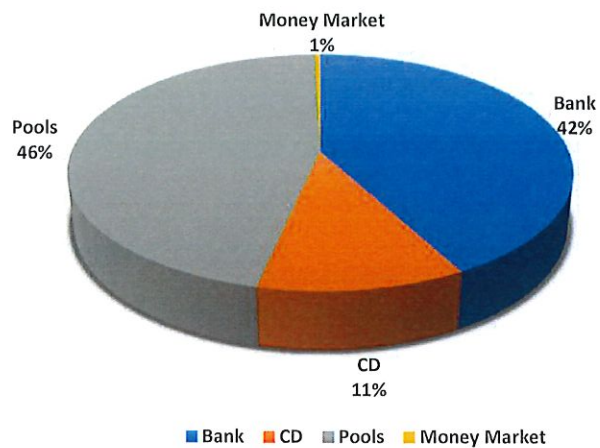
Summary of Total Investment Book Value by Fund Group

	<u>9/30/20</u>	<u>6/30/20</u>
General Fund	\$ 7,633,592	\$ 8,480,239
Debt Service Funds	139,209	795,915
General Capital Projects Non Bond	2,578,522	2,248,394
General Capital Projects Bond	23,495,566	26,491,243
Special Revenue Funds	5,583,327	5,347,761
Water & Sewer Fund	5,931,029	5,299,698
Utilities Funds - Restricted	12,697,876	11,215,838
EDC	460,390	464,944
CDC	1,124,757	1,044,451
TOTAL	<u><u>\$ 59,644,267</u></u>	<u><u>\$ 61,388,483</u></u>

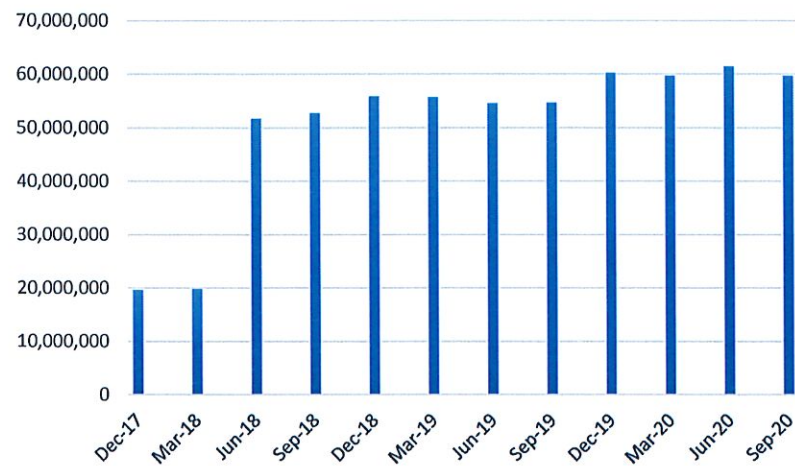
Investment Holdings
Investment Report
July 1, 2020 to September 30, 2020

Description	Yield	Maturity Date	Purchase Date	September 30, 2020		June 30, 2020		Qtr to Qtr Change
				Book Value	Market Value	Book Value	Market Value	
Independent Bank	0.62%	10/1/2019		\$ 25,116,965	\$ 25,116,965	\$ 20,122,585	\$ 20,122,585	\$ 4,994,380
Landmark Bank	0.08%	10/1/2019		\$ 211,368	\$ 211,368	\$ 6,210,167	\$ 6,210,167	\$ (5,998,799)
TexPool	0.18%	10/1/2019		\$ 27,584,409	\$ 27,584,409	\$ 27,572,052	\$ 27,572,052	\$ 12,356
American Nat'l Bank CD #2891	2.07%	8/1/2020	8/1/2019	\$ -	\$ -	\$ 519,429	\$ 519,429	\$ (519,429)
Landmark Bank CD #6186	1.75%	8/1/2020	11/1/2019	\$ -	\$ -	\$ 1,011,459	\$ 1,011,459	\$ (1,011,459)
Legacy Texas CD #6094	2.97%	9/21/2020	9/20/2018	\$ -	\$ -	\$ 263,019	\$ 263,019	\$ (263,019)
American Nat'l Bank CD #2883	1.81%	11/1/2020	11/1/2019	\$ 2,090,351	\$ 2,090,351	\$ 2,081,172	\$ 2,081,172	\$ 9,180
American Nat'l Bank CD #4797	1.81%	11/1/2020	11/1/2019	\$ 1,016,315	\$ 1,016,315	\$ 1,011,852	\$ 1,011,852	\$ 4,463
American Nat'l Bank CD # 1660	2.23%	12/18/2020	6/18/2019	\$ 2,095,469	\$ 2,095,469	\$ 2,084,263	\$ 2,084,263	\$ 11,206
Independent Bank CD #7898	2.47%	12/21/2020	6/21/2019	\$ 515,537	\$ 515,537	\$ 512,485	\$ 512,485	\$ 3,051
Simmons Bank CD #5802	0.50%	2/5/2020	8/5/2020	\$ 1,013,854	\$ 1,013,854	\$ -	\$ -	\$ 1,013,854
TOTAL				\$ 59,644,267	\$ 59,644,267	\$ 61,388,483	\$ 61,388,483	\$ (1,744,216)

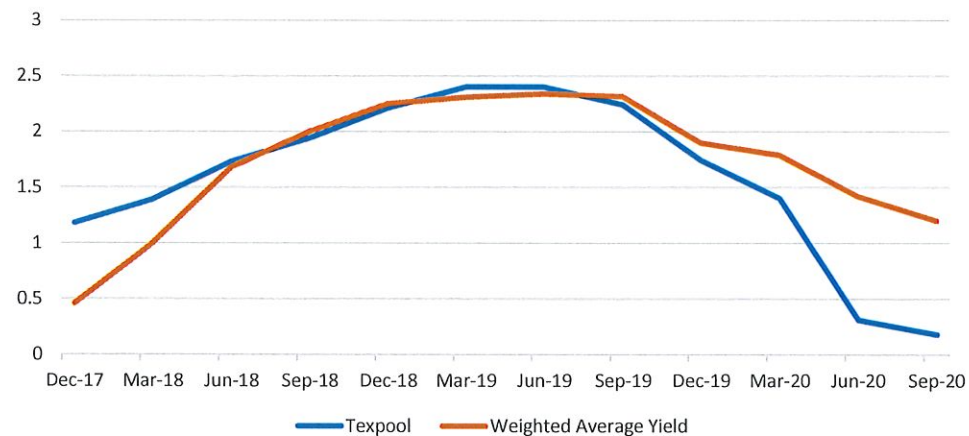
Portfolio Comparison



Total Portfolio



Total Portfolio Performance





Item No. 6.m.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Marc Marchand

AGENDA ITEM:

Approve Resolution approving a policy and procedure for naming City parks, trails, recreational areas and other recreational facilities. (Neighborhood Services Director Marc Marchand)

SUMMARY:

Over the past years, several parks have come online in the City of Anna. As the City continues to grow, more parks are planned. A naming policy is needed to establish a systematic approach for the naming of parks, trails and recreational facilities.

In the policy, parks, trails and recreational facilities may be named based on the following criteria: location, physical characteristics of the land, historical or cultural significance, persons of outstanding civic service to the City, documented community support, events hosted in the area, relevant concepts or ideas, organizations providing community service in the area, and significant material or financial contributions. The renaming of parks is discouraged though it may be necessary in special circumstances. The City Council has final approval of all names.

The Neighborhood Services Department oversees the naming process. Proposed names shall be submitted to the Neighborhood Services Director. Upon researching the proposed names and verifying information on names, recommendations will be made to the Parks Advisory Board. The Parks Advisory Board will forward their recommendations to the City Council for final approval by Resolution. Public participation is strongly encouraged as well as naming parks, trails and recreational facilities prior to construction.

This policy is not intended to provide guidance or direction for the naming and dedication of other public infrastructure, like thoroughfares, streets, public buildings and facilities, neighborhoods, and other ceremonial naming, renaming, or addressing, that will all be addressed under a separate heading at a future date, due to the additional dynamics of addressing, 911 referencing, platting requirements, GIS mapping and coordination, postal requirements, creation of political subdivisions, or any errors or omissions, which can be much more involved due to the herein stated reasons.

FINANCIAL IMPACT:

None.

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

Approve the Resolution approving a policy and procedure for naming City parks, trails, recreational areas and other recreational facilities.

ATTACHMENTS:

1. Resolution Naming Policy
2. Naming Policy

APPROVALS:

Ashley Stathatos, Neighborhood Services Manager
Marc Marchand, Director of Neighborhood Services
Jim Proce, City Manager

Created/Initiated - 11/6/2020

Approved - 11/6/2020

Final Approval - 11/6/2020

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS
APPROVING A POLICY AND PROCEDURE FOR NAMING CITY PARKS, TRAILS,
RECREATIONAL AREAS, AND OTHER RECREATIONAL FACILITIES**

WHEREAS, the City has in the past adopted policies related to public parks and other recreational facilities; and

WHEREAS, the City of Anna Parks and Recreation Advisory Board has investigated and determined that the policy and procedures substantially in the form of Exhibit A attached hereto (the "Naming Policy") provides for a functional and beneficial manner for naming city parks, trails, recreational areas, and other recreational facilities; and

WHEREAS, the City Council of the City of Anna, Texas has investigated and determined that adoption of the Naming Policy will be of benefit to the City and its citizens; and

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

SECTION 1. Recitals Incorporated

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

SECTION 2. Approval of Project and Agreement

The City Council of the City of Anna, Texas hereby approves and adopts the Naming Policy attached hereto as Exhibit A as guidelines for the naming of city parks, trails, recreational areas, and other recreational facilities.

CONSIDERED, PASSED AND ADOPTED by the City Council of the City of Anna at a regular meeting on the 10th day of November 2020.

APPROVED:

Nate Pike, Mayor

ATTEST:

Carrie L. Land, City Secretary

Exhibit “A”

City of Anna Policy and Procedure for Naming City Parks, Trails, Recreational Areas and Other Recreational Facilities

Purpose:

The purpose of this policy is to establish a systematic and consistent approach for the official naming of parks, trails, recreational areas, and other recreational facilities owned and/or operated by the City of Anna.

Objectives:

The objectives of this policy are to:

- Provide name identification for individual parks or other recreation areas within the City of Anna to ensure that they are easily located and to provide a sense of place;
- Provide criteria and procedure for naming parks or other recreation areas to ensure that given names are consistent with the values and character of the area or neighborhood served and within the City as a whole;
- Assure the quality of the chosen title/name, so that it will serve the purpose of the City in a permanent manner; and
- Provide opportunities for public participation and input to fully represent the best interest of the community in the naming and dedication of parks and other recreation areas.

Definitions:

The umbrella of parks, trails, recreational areas, and other recreational facilities includes all property assets under the City’s ownership and the Neighborhood Services Department’s control including buildings, structures, open spaces, public parks, natural areas, and other environmental lands and habitats.

Naming Criteria:

The following criteria may be used in determining the appropriateness of the naming designation:

- a. Geographic location (such as neighborhood, street name, etc.)
- b. Nearby natural and physical characteristics of the land
- c. Historical or cultural significance
- d. Persons of outstanding civic service to the city
- e. Documented community support
- f. Events hosted in the area
- g. Relevant concepts or ideas
- h. Organizations providing community service in the area
- i. Significant material contributions

- j. Significant financial contributions

Naming Procedure:

The following process shall be followed in naming parks or other recreation areas:

1. City residents, staff, community leaders, and community organizations interested in proposing a name for a park or other recreational area shall submit a written recommendation to the Neighborhood Services Director. Recommendations need to describe in detail why the submitted name merits designation.
2. A variety of means to encourage public participation to submit a name may be implemented by the Neighborhood Services Department such as city website advertisement, public notices sent to community members in proximity of recreational area, and more. The means to submit a written recommendation, no matter the specifics of the medium, will be available through the City website and at City Hall.
3. The Neighborhood Services Department shall research and verify information on names provided in the recommendations. The Neighborhood Services Director will forward naming recommendations that meet the naming criteria to the Parks Advisory Board.
4. The Parks Advisory Board shall consider all requests that meet the criteria and submit a formal recommendation for names deemed worthy of consideration to the Mayor and the City Council.
5. The City Council will confirm park, trail, recreational area, and other recreational facility names by resolution.
6. The City Council has final approval and may reject any naming or renaming request.
7. The City Council may name or rename without following these procedures.
8. The process of naming new facilities shall normally be done before construction begins.

Renaming:

The intent of naming is for permanent recognition; the renaming of parks and other recreational areas within the City of Anna is generally discouraged. Though, the City understands that renaming parks and other recreational areas may be necessary to create more cohesiveness throughout the City or to update past names that have become irrelevant or dishonorable. It is recommended that efforts to change a name become subject to crucial examinations so as not to diminish the original justification for the name or discount the value of prior contributors. Renaming a park or other recreational area will follow the same procedure stated above.



Item No. 6.n.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Marc Marchand

AGENDA ITEM:

Approve Resolution approving and authorizing the City Manager to purchase playground equipment for Johnson Park from GameTime c/o Total Recreation Products, Inc. through Buy Board Texas Cooperative. (Neighborhood Services Director Marc Marchand)

SUMMARY:

The playground facilities at Johnson Park are out-of-date and need to be replaced. Staff is proposing inclusive playground facilities from GameTime c/o Total Recreation Products, Inc. with the following features:

- Playground with three slides, tubes to climb through and monkey bars
- Shadow play tri runner
- Inclusive Whirl
- Sensory Wave Arch System
- Rubber Surfacing

The City has been awarded a GameTime Grant for the project in the amount of \$21,128.49. The total project cost after the grant is \$151,787.24. Funds have been allocated in the Parks Development Fund. This would be a Buy Board purchase.

FINANCIAL IMPACT:

The total cost of the project is \$151,787.24. Funds have been allocated in the Parks Development Fund. This would be a Buy Board purchase.

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

Approve the Resolution approving and authorizing the City Manager to purchase playground equipment for Johnson Park from GameTime c/o Total Recreation Products, Inc.

ATTACHMENTS:

1. Resolution to Authorize the Purchase of Playground Equipment for Johnson Park
2. Johnson Park Playground Quote
3. Johnson Park Playground View A
4. Johnson Park Playground View B
5. Johnson Park Playground Dimensions
6. Johnson Park Playground Dimensions All Equipment
7. Johnson Park Concept Site Plan

APPROVALS:

Ashley Stathatos, Neighborhood Services Manager
Marc Marchand, Director of Neighborhood Services
Jim Proce, City Manager

Created/Initiated - 11/6/2020
Approved - 11/6/2020
Final Approval - 11/6/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO PURCHASE PLAYGROUND EQUIPMENT FOR JOHNSON PARK FROM GAMETIME THROUGH BUY BOARD TEXAS COOPERATIVE.

WHEREAS, Johnson Park is located in downtown Anna east of Sherley Avenue and First Street in Anna, Texas; and

WHEREAS, Johnson Park was one of the first parks built in the city; and

WHEREAS, the existing playground is out-of-date and needs to be replaced; and

WHEREAS, City staff is recommending the purchase of new inclusive playground equipment from GameTime c/o Total Recreation Products, Inc.; and

WHEREAS, GameTime has offered the City matching Grant Funds associated with the playground equipment; and

WHEREAS, there are funds allocated in the Parks Development Fund for the playground equipment in the FY 2020-2021 Budget; and

WHEREAS, a quote has been secured through BuyBoard Texas Cooperative for \$151,787.24 from GameTime c/o Total Recreation Products, Inc; and

WHEREAS, the procurement through a purchasing cooperative complies with the Texas Local Government Code and ensures a competitive price; and

WHEREAS, the City Council of the City of Anna, Texas finds that the purchase of the playground equipment is in the best interest of the City of Anna, Texas; and

WHEREAS, the City Council desires to authorize the City Manager to purchase the playground equipment.

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

Section 1. Recitals Incorporated.

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

Section 2. Approval

The City Council hereby authorizes the City Manager to purchase playground equipment for Johnson Park from GameTime c/o Total Recreation Products, Inc. for a total sum of \$151,787.24 consistent with the BuyBoard Cooperative Purchase proposal attached hereto as Exhibit A. The City Manager is authorized to execute all documents and to take all other actions necessary to procure the playground equipment.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 10th day of November 2020.

APPROVED:

Mayor Nate Pike

ATTEST:

City Secretary Carrie Land

EXHIBIT "A"



c/o Total Recreation Products, Inc.
 17802 Grant Road Cypress, Texas 77429
 Phone: 281-351-2402
 Toll Free: 800-392-9909
 Fax: 281-351-2493

10/27/2020
 Quote #100422-02-03

TV-06101-20 Rev 1 City of Anna - Johnson Park (Option 2)

City of Anna
 Attn: Mark Marchand
 312 North Powell Parkway
 Anna, TX 75409
 Phone: 972-924-3325
 mmarchand@annatexas.gov

Ship to Zip 75241

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - TV-06101-20-2A3R1 Modified PrimeTime Ridgeside PT16001 with Integrated Shade	\$46,768.00	\$46,768.00
1	GRANT	Other - 2020 GameTime Grant Matching Funds	(\$19,257.43)	(\$19,257.43)
1	178749	GameTime - Owner's Kit	\$58.00	\$58.00
1	6242	GameTime - Shadow Play Tri Runner	\$14,952.00	\$14,952.00
1	81754	GameTime - Music Time	\$1,561.00	\$1,561.00
1	GRANT	Other - 2020 GameTime Grant Matching Funds- <i>Grant matching funds applied to qualifying freestanding items. Matching funds are only applicable when freestanding item is purchased in conjunction with a qualifying unit.</i>	(\$642.77)	(\$642.77)
1	6264	GameTime - Inclusive Whirl - Playful	\$10,500.00	\$10,500.00
1	3206	GameTime - FS Sensory Wave Arch System	\$4,544.00	\$4,544.00
1	GRANT	Other - 2020 GameTime Grant Matching Funds- <i>Grant matching funds applied to qualifying freestanding items. Matching funds are only applicable when freestanding item is purchased in conjunction with a qualifying unit.</i>	(\$1,871.06)	(\$1,871.06)
1	4689	GameTime - FS Arch Silver Sensor Package	\$3,856.00	\$3,856.00
1	PIP31148	GT-Impax - 3,463 SF of Poured In Place Rubber Surfacing for 8' Critical Fall Height, 50% Standard Color EPDM / 50% Black, Aromatic Binder- <i>Price includes \$10,996.72 discount, installation, & freight calculated to Anna, TX 75409.</i> INSTALLATION SCHEDULE TO BE DETERMINED BY WEATHER CONDITIONS ALLOWING FOR PROPER MATERIAL SET UP AND CURING. QUOTE DOES NOT INCLUDE ANY TENTING OR ARTIFICIAL HEATING. Assumes Good Access and No Design. Graphics Not Included. Security & Dumpster Not Included. Standard Warranty for PIP is 5 Years.	\$51,118.55	\$51,118.55
1	INSTALL	GameTime - Installation- <i>Installation of Above Equipment, as well as 3,463 SF of compacted stone sub-base, 217 LF of concrete curbs and (1) concrete ADA ramp. No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply.</i>	\$38,441.41	\$38,441.41
Contract: Buy Board Contract #592-19			Sub Total	\$150,027.70
			Discount	(\$3,324.28)
			Estimated Freight	\$5,083.82
			Total	\$151,787.24

Comments

Freight Calculated to Installer Address

GRANT MATCHING FUNDS ARE AVAILABLE THROUGH NOVEMBER 15th, 2020 OR UNTIL EXHAUSTION OF FUNDS.



c/o Total Recreation Products, Inc.
17802 Grant Road Cypress, Texas 77429
Phone: 281-351-2402
Toll Free: 800-392-9909
Fax: 281-351-2493

10/27/2020
Quote #100422-02-03

TV-06101-20 Rev 1 City of Anna - Johnson Park (Option 2)

Important Terms & Conditions - Please Review

To place an order, you must provide one of the following: a Purchase Order assigned to GameTime; or this Price Quotation, signed by an authorized purchaser, with a check made payable to GameTime. GameTime will also accept payment by Visa, MasterCard, or American Express. A current approved credit application is required for Net 30 terms.

This quotation explicitly excludes any and all items not expressly specified or identified above. No other product, equipment, or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawing, or Addendum. Delivery for most GameTime equipment is approximately 5-6 weeks after all order documents have been received and payment terms have been approved. A current, approved credit application is required for N30 terms. To place an order, you must provide a purchase order or a signed Total Recreation Products, Inc. (hereafter described as TRP) quote, assigned to GameTime. Neither general contractor nor subcontractor contracts can be accepted. Purchase documents that contain indemnity or hold harmless conditions cannot be accepted. Retainage is not permitted. The following must be received before your order can be processed: complete billing and shipping addresses, a contact name and phone #, and all color choices. Manufacturer's colors may vary from year to year. You are responsible for ensuring that any required submittal approvals are completed before placing your order for processing. TRP reserves the right to limit submittals to one copy. Shop drawings, blueprints, sepias, are not available. Closeout documents may be limited to GameTime or TRP standard issue. If Sales Tax Exempt, a copy of your tax exemption form or resale certificate must accompany your order, or any applicable sales tax, will be added to your invoice. Most GameTime products are shipped from the Ft. Payne, AL plant. GameTime cannot hold orders or store equipment. Equipment is invoiced when shipped. If a cash sale, your payment must be received in full before the order will be processed. Contractors must also provide copies of current, fully executed bid/performance/payment bonds, as applicable. Pricing shown does not include any charges for permits, bonding, prevailing wage, or additional insured certifications.

Unless otherwise noted, any quantity of surfacing or playcurbs quoted has been calculated specifically for the equipment and layout shown. No additional surfacing or curbing is included, and no allowance has been made, for an unlevelled, convoluted or larger site, or for a different layout. Neither GameTime nor TRP is responsible for any surface, curbing, border, or drain that is provided by others. Also please confirm that your area is adequate for the equipment that you are purchasing.

Installation charges, if quoted, are for a "standard" installation unless specifically noted to be otherwise. Installation charges are due upon completion. Standard installations are based upon a soil work site, that is freely accessible by truck, (no fencing, tree/landscaping or utility obstacles, etc.), and level, (+/- 1-2% maximum slope). An accessible water source must be available to the installer. Any site work that is not expressly described is excluded. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply.

Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and the installer's schedule. Work may or may not be performed in consecutive days. Playcurbs are staked in, not set in concrete. Engineered wood fiber and shredded rubber surfacings are spread, not compacted, rolled, or watered. Landscape timbers are not warranted. The Customer is responsible for locating and clearly marking all underground utilities in the installation area before any installation work can begin. The installer is not responsible for damages, repairs, or discontinuance of business due to damaged utilities.

If applicable, sprinkler system locates, re-working and repairs are excluded from installation charges. Installation of all products, (equipment, borders, fall surfacing and amenities) are as quoted and approved by acceptance of quotes and drawings. As a precautionary measure, work in progress areas will be taped off at the end of the workday. Pier spoils from installation shall be spread at site, site will be left rough grade. The installer is not responsible for any damages or re-work resulting from after hours events or activities during the work in progress period. Temporary fencing is only provided by specific request, and additional charges will apply. Collectively and/or individually, not the manufacturer, TRP, their representatives, nor the installation company shall be held liable for any damages resulting from misuse, vandalism, or neglect. Any deviations from approved and accepted placement of all items, along with additional work, over and above quoted items, will be chargeable to the customer. Once work is completed the customer will be notified if present at the job site, and all responsibility of any new work will be transferred to the customer. The customer is responsible for maintaining the integrity of completed installation work until all components have seated and/or cured (concrete footings, etc.). Your project site must be completely prepared and ready to receive your equipment before any installation work begins. Acquisition of any and all permits is the sole responsibility of the customer. Additional charges may be billed for any extra hours or trips needed as a result of the work site not being ready. Neither the installation contractor, GameTime nor TRP will be responsible for delays caused by shortages, incorrect parts, weather conditions, other contractors, or lack of site readiness.



c/o Total Recreation Products, Inc.
17802 Grant Road Cypress, Texas 77429
Phone: 281-351-2402
Toll Free: 800-392-9909
Fax: 281-351-2493

10/27/2020
Quote #100422-02-03

TV-06101-20 Rev 1 City of Anna - Johnson Park (Option 2)

If you are receiving your equipment, you are responsible for unloading and accepting delivery from the freight company and reporting any damaged freight or shortages on the freight bill at the time. You will also be responsible for a complete inventory of your received equipment and reporting any discrepancies to us immediately. Neither the freight company nor the manufacturer will resolve shipment discrepancies that are not reported immediately. Make sure that all items have been received before any type of installation work is scheduled. The freight carrier will be instructed to call your designated contact 24 hours before delivery to arrange a delivery appointment.

Once accepted, orders can only be changed or canceled with the consent of GameTime and TRP, and on terms that will indemnify them against loss. Changed or canceled orders are subject to a \$100.00 service charge. Additionally, canceled orders are subject to a 25% restocking fee, plus freight charges (to and from). Built-to-order equipment orders are non-cancelable. Changes to orders that have been shipped and invoiced are subject to the above \$100.00 service charge plus additional restocking/return charges of 25%. Non-returnable items shall be charged at full invoice value. Any return transportation charges shall be for the Buyer's account. Replacement parts are also subject to the cancellation/returns policy. Please carefully review any research information that has been sent to you and confirm that you are ordering the correct replacement parts for your equipment. This quotation is valid 30 days. After 30 days, please request an updated quote. Prices may be subject to material and fuel surcharges at the time of shipment and are subject to change without notice. Current prices will apply at the time of shipment. Acceptance of this quote indicates your agreement to GameTime's credit terms, which are net 30 days, FOB shipping with approved credit. Any deviations from this proposal may invalidate the quoted pricing and/or terms.

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O TOTAL RECREATION.

Please complete and return with your required form of payment:

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Facsimilie: _____

Purchase Amount: \$151,787.24

Order Information:

Bill To: _____

Ship To: _____

Company: _____

Company: _____

Attn: _____

Attn: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Email Address: _____

Email Address: _____

Tel: _____

Tel: _____

Fax: _____

Fax: _____

For non-taxable purchases: Please also provide a copy of your Sales Tax Exemption Certificate or Resale Certificate.



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

City of Anna
Johnson Park
Option 2 - View A



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

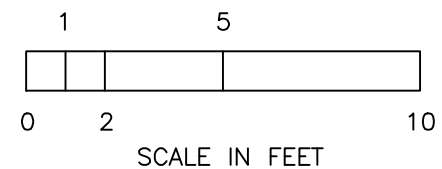
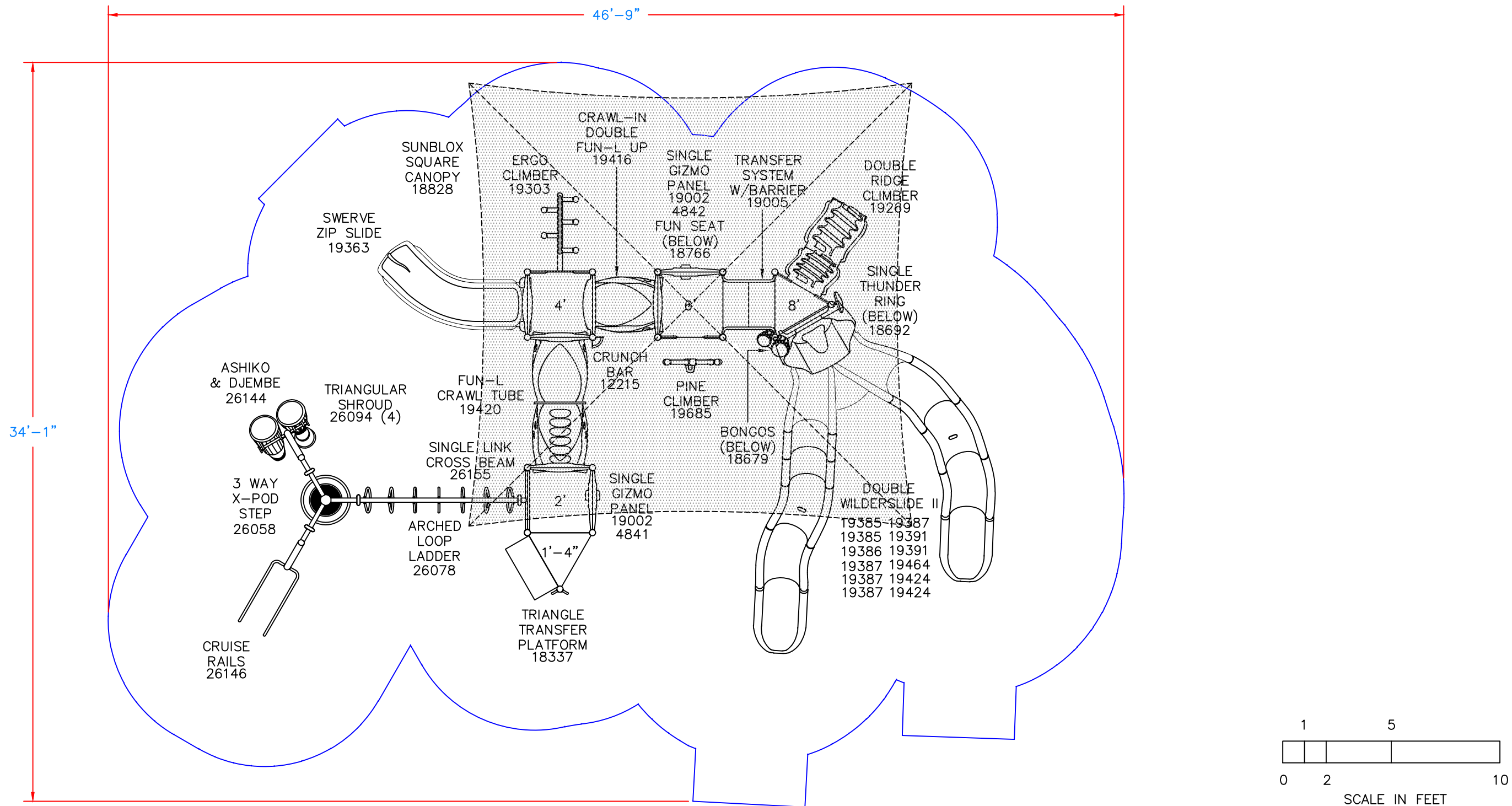
City of Anna
Johnson Park
Option 2 - View B



www.gametime.com



www.totalrecreation.net



This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	10		
Total Elevated Play Components Accessible By Ramp	-	Required	-
Total Elevated Components Accessible By Transfer	10	Required	5
Total Accessible Ground Level Components Shown	6	Required	3
Total Different Types Of Ground Level Components	5	Required	3

GameTime
A PLAYCORE Company
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



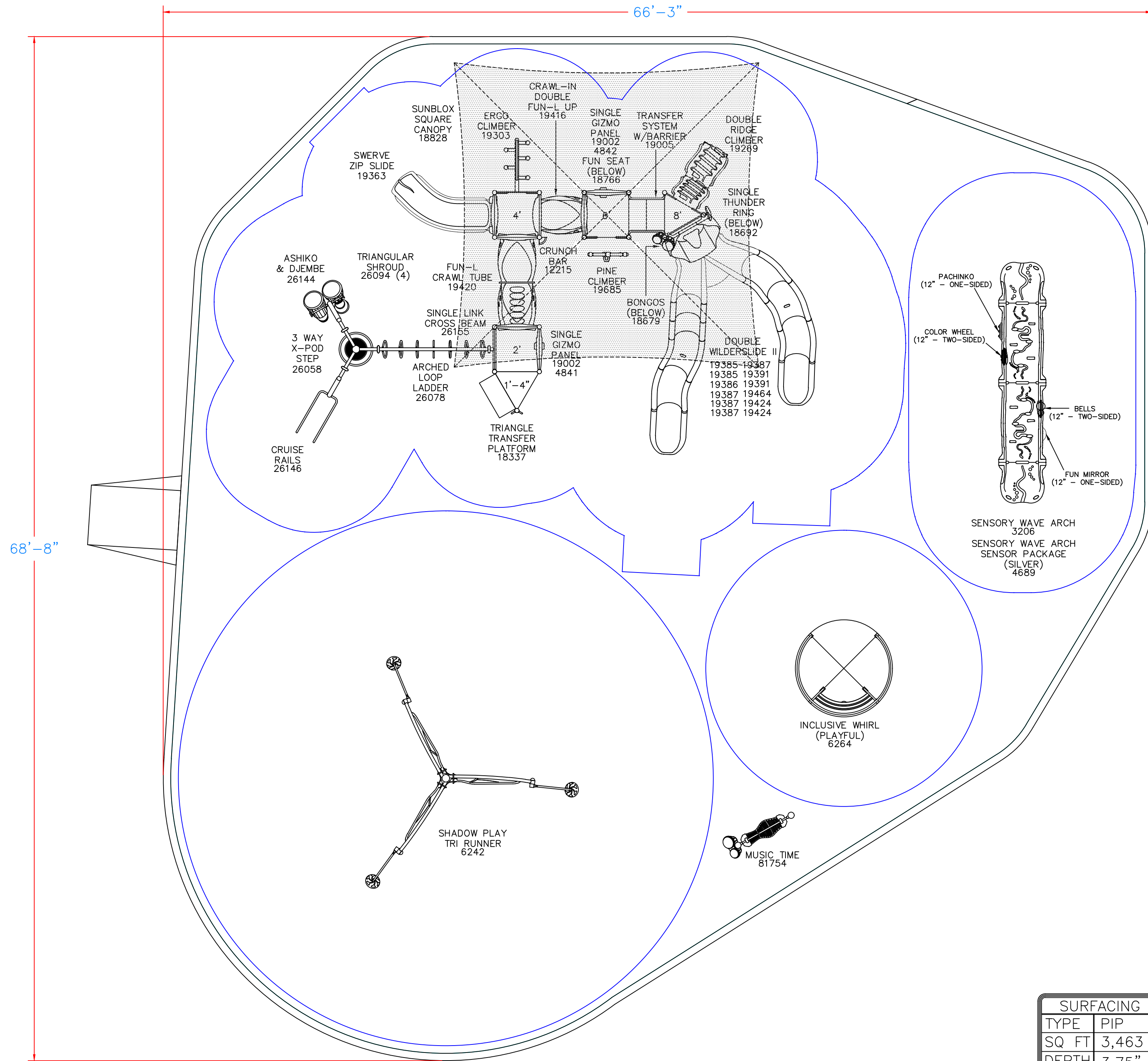
City of Anna - Johnson Park
PrimeTime Ridgeside PT16001
Anna, TX
Representative
Total Recreation Products, Inc.

This play equipment is recommended for children ages
5-12

Minimum Area Required:
46'-9" x 34'-1"
Scale:
This drawing can be scaled only when in an 11" x 17" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
TCV
Date:
10/22/20
Drawing Name:
TV-06101-20-2A3R1



SURFACING		CURBING	
TYPE	PIP	TYPE	CNCRT
SQ FT	3,463	LN FT	217
DEPTH	3.75"	HT	7.75"

15

0210

SCALE IN FEET

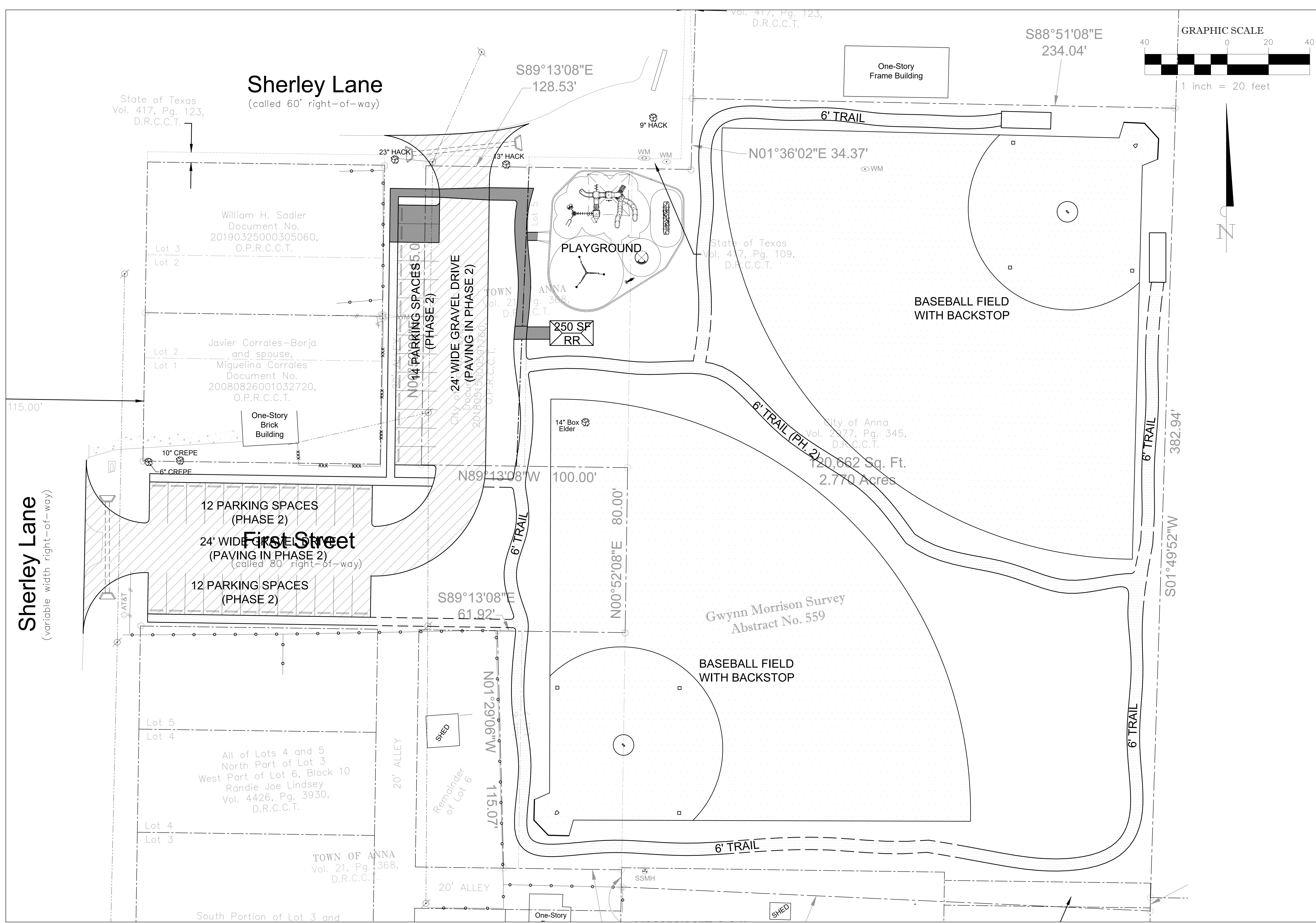
Total Elevated Play Components			
Total Elevated Play Components Accessible By Ramp	10	Required	-
Total Elevated Components Accessible By Transfer	10	Required	5
Total Accessible Ground Level Components Shown	7	Required	3
Total Different Types Of Ground Level Components	6	Required	3

This play equipment is recommended for children ages
5-12

Minimum Area Required:
66'-3" x 68'-8"
Scale:
This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

EXHIBIT "A"



PREPARED BY:
CONCEPT SITE PLAN
PREPARED BY
GREGORY A. PETERS, P.E.
TEXAS STATE LICENSE
NO. #105115
FOR PLANNING
PURPOSES ONLY
NOT FOR CONSTRUCTION



JOHNSON PARK
CONCEPT SITE PLAN

DRAWN BY: GAP
DATE: 11/3/2020
CHECKED BY: MDM
SCALE: 1"=20'
REVISIONS:

SHEET NO.
SP-1



Item No. 6.o.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Marc Marchand

AGENDA ITEM:

Approve Ordinance amending Chapter 7, Health and Sanitation, Article 7.03, Food Establishments, to provide regulations relating to food establishments, food trucks and mobile vendors. (Neighborhood Services Director Marc Marchand)

SUMMARY:

This Ordinance provides regulations of all food establishments, food trucks, and mobile vending within the City limits.

Provisions within the Ordinance include:

- The Code Compliance Manager or persons designated by him regulate the Ordinance.
- A valid health permit is required and shall be issued, annually.
- Mobil food units and hot trucks shall be considered a food establishments and comply with all pertinent regulations in the Ordinance.
- Temporary food establishment permits shall not exceed 7 days without approval.
- Requirements have been clarified for the following: inspections, posting of food handler and food establishment permits, suspension of food establishment permits, revocation of food permits, examination and condemnation of food, and grease traps and grease interceptors.

FINANCIAL IMPACT:

None

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

Approve Ordinance amending Chapter 7, Health and Sanitation, Article 7.03, Food Establishments, to provide regulations relating to food establishments, food trucks and

mobile vendors.

ATTACHMENTS:

1. Food Establishment Ordinance

APPROVALS:

Ashley Stathatos, Neighborhood Services Manager
Marc Marchand, Director of Neighborhood Services
Jim Proce, City Manager

Created/Initiated - 11/6/2020
Approved - 11/6/2020
Final Approval - 11/6/2020

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING CHAPTER 7, HEALTH AND SANITATION, ARTICLE 7.03, FOOD ESTABLISHMENTS, TO PROVIDE ADDITIONAL REGULATIONS RELATED TO FOOD ESTABLISHMENTS, FOOD TRUCKS, AND MOBILE VENDORS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City of Anna, Texas ("City") has previously adopted ordinances, rules and regulations governing food establishments, food trucks and related operations; and

WHEREAS, the City Council of the City of Anna ("City Council") has investigated and determined that it would be advantageous and beneficial to the City and its citizens to amend Article 7.03 (Food Establishments) of The Anna City Code of Ordinances ("Anna Code") by adopting additional regulations to safeguard public health and provide to consumers food that is safe, unadulterated, and honestly presented;

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

Section 1. **Recitals Incorporated**

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

Section 2. **Amendment**

In accordance with Article 1.01 of the Anna City Code of Ordinances, ("Anna Code"), the following amendments are made to Article 7.03 (Food Establishments):

ARTICLE 7.03 FOOD ESTABLISHMENTS

Sec. 7.03.001 Purpose

The purpose of these rules is to safeguard public health and provide to consumers food that is safe, unadulterated, and honestly presented. (Ordinance 420-2008 adopted 12/9/08; 2008 Code, pt. II, art. 35, sec. 1)

Sec. 7.03.002 Texas Food Establishment Rules adopted; amendments

This article hereby incorporates as if set forth in full herein for all purposes Texas Administrative Code title 25 (Health Services), part 1 (Department of State Health Services), chapter 228 (Retail Food), as may be amended by the department of state health services, save and except as set forth in this article ~~the amendments set forth below~~. Copies of the Texas Food Establishment Rules are on file in the office of the city secretary being marked and designated as the Texas Food Establishment Rules,

published by the Texas Board of Health, General Sanitation Division. The city amends the Texas Food Establishment Rules as follows:

Section 228.2(116) is amended such that the “regulatory authority” referenced therein is the ~~City of Anna, Texas~~ city, including its duly authorized agents. The City’s authorized agents shall include the city code compliance manager or other persons designated by the code compliance manager.

Section 228.175(e) is amended to add the following sentence:

To satisfy this subsection, a sign shall be prominently displayed in view of each restroom lavatory used by food service employees that states: “Employees must thoroughly wash hands before returning to work after using the restroom.”

(Ordinance 420-2008 adopted 12/9/08; 2008 Code, pt. II, art. 35, sec. 2; Ordinance adopting 2019 Code; Ordinance [REDACTED] adopted 11/10/2020)

Sec. 7.03.003 Conflicts; Exemptions

(a) To the extent that any provision of this article conflicts with the Texas Food Establishment Rules, the more restrictive or stringent provision shall prevail to the extent of the conflict unless otherwise provided by applicable law.

(b) Notwithstanding any provision of this article, this article does not prohibit or regulate, or require a license, permit, or fee, for the occasional sale of lemonade or other nonalcoholic beverages from a stand on private property or in a public park by an individual younger than 18 years of age.

(Ordinance [REDACTED] adopted 11/10/2020)

Sec. 7.03.004 Permit required

(a) It shall be unlawful for any person to operate a food establishment within the limits of the city without having been issued a valid health permit. Only a person who complies with the requirements in this article shall be entitled to receive or retain a permit, and notwithstanding the fact that all inspections necessary for obtaining a food establishment permit have been completed, such permit shall not be issued until after the building in which the establishment is to be located has been issued a certificate of occupancy by the city. Permits are not transferable from one person, place or entity to another person, place or entity. A valid permit shall be posted in or on a conspicuous place of every food establishment regulated by this article. The permit required by this article shall be issued annually, commencing on January 1st and remaining in effect until December 31st. Any permit issued during the course of the year shall expire on December 31st, irrespective of date of issuance. There shall be no pro-ration of fees assessed after the first month of each period.

(b) Mobile food units and hot trucks shall be considered food establishments and shall comply with all pertinent regulations contained herein. The permit required by this article shall be issued annually, commencing on January 1st and remaining in effect until December 31st. Any permit issued during the course of the year shall expire on December 31st, irrespective of date of issuance. There shall be no proration of fees assessed after the first month of each period.

(c) Temporary food establishment permits shall be in effect for a period of time not exceeding seven consecutive days in conjunction with a single event or celebration without approval from the regulatory authority.

(d) When this article references a building or premises where a food establishment is located, it shall be understood to mean a vehicle as relates a mobile food unit or a temporary booth, stand, push cart or space as relates to a temporary food establish or other mobile food vendor. Notwithstanding any provision of this article. This article does not require a certificate of occupancy to be obtained unless required under other provisions of this code.

(Ordinance [REDACTED] adopted 11/10/2020)

Sec. 7.03.005 Issuance of permits

(a) Any person desiring to operate a food establishment shall make a written application for a permit on a form provided by the city. The application shall include the name and address of each applicant, the location and type of food establishment and the signature of the applicant. An application for a temporary food establishment shall include the inclusive dates of the proposed operation and the location of the event.

(b) The application shall be accompanied by a nonrefundable permit fee, as set forth in the fee schedule (sec. A8.001, health permit fees) found in appendix A of this code, on file and available for inspection in the office of the city secretary.

(Ordinance [REDACTED] adopted 11/10/2020)

Sec. 7.03.006 Inspections

(a) The city shall inspect the food establishment prior to the issuance of the food establishment permit to determine compliance with any approved plans and specifications, compliance with other requirements of this article and shall determine that a certificate of occupancy has been issued for the building, if any, in which the establishment is to be located. Upon making such findings the food establishment permit may be issued subject to annual renewal, continued compliance with the provisions of this article, and the existence of a valid certificate of occupancy for the building, if any, in which the establishment is located.

(b) The code compliance manager or his designee shall classify food establishments as high priority, medium priority, or low priority; according to the type of operations, particular foods that are prepared, numbers of people served; susceptibility of the population served, and any other risk factor deemed relevant to the operation.

(c) Additional inspections of the food establishment shall be performed as often as necessary for the enforcement of this article.

(d) If during a routine inspection, immediate correction of a critical item is not achieved, the city shall verify correction of the violation within ten calendar days. If a critical item is not corrected during the initial inspection, a reinspection fee as set forth in the fee schedule (sec. A8.001, health permit fees) found in appendix A of this code, shall be assessed at the follow up inspection.

(e) When the total cumulative demerit value of an establishment exceeds 30 demerits, the establishment shall immediately cease operations. The establishment

shall remain closed until corrective action on all identified critical violations is complete. Corrective action on all other violations must be initiated within 48 hours. The establishment shall remain closed until reopened by the city, at which time a reinstatement fee as set forth in the fee schedule (sec. A8.001, health permit fees) found in appendix A of this code, shall be assessed.

(f) Denial of access to inspect by a city designee shall be cause for suspension or revocation of the food establishment permit.

(Ordinance [REDACTED] adopted 11/10/2020)

Sec. 7.03.007 Posting of food handler and food establishment permits

(a) Every permit holder or person in charge shall at all times have available on the premises for inspection the food handler permit of its employees and shall at all times display in public view the food establishment permit or mobile food unit permit.

(b) A food service permit that lapses for nonpayment of the annual health permit fee will be reinstated upon payment of a reinstatement fee, as set forth in the fee schedule (sec. A8.001, health permit fees) found in appendix A of this code.

(Ordinance [REDACTED] adopted 11/10/2020)

Sec. 7.03.008 Suspension of a food establishment permit

(a) The city may, without warning, notice, or hearing suspend any permit to operate a food establishment if:

(1) The holder of such permit does not comply with the requirements of this article; or

(2) If the operation of the food establishment otherwise constitutes a substantial hazard to public health.

(b) Suspension is effective upon service of written notice by the city. When a permit is suspended, food operations shall immediately cease and shall not resume until the suspension is terminated.

(c) Whenever a permit is suspended the holder thereof shall be afforded an opportunity for a hearing within 20 days after the city's receipt of a written request for hearing.

(d) Whenever a permit is suspended, the holder thereof shall be notified in writing that an opportunity for a hearing shall be provided if a written request for hearing is filed with the city within ten days after receipt of notice. If no written request for a hearing is filed within a ten-day period, the suspension is sustained. The city may terminate the suspension at any time if reasons for suspension no longer exist.

(Ordinance [REDACTED] adopted 11/10/2020)

Sec. 7.03.009 Revocation of a food permit

(a) The city may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of this article or for interference with the city in the performance of its functions under this article.

(b) Prior to revocation, the city shall notify, in writing, the holder of the permit or the person in charge, of the specific reason for which the permit is to be revoked and

that the permit shall be revoked at the end of the ten days after service of such notice unless a written request for a hearing is filed within the ten-day period. If no request for a hearing is filed within the ten-day period, the revocation of the permit becomes final.

(c) The holder of the revoked permit may make a written application for a new permit and additional payment for the new permit as set forth in the fee schedule (sec. A8.001, health permit fees) found in appendix A of this code.

(Ordinance [REDACTED] adopted 11/10/2020)

Sec. 7.03.010 Examination and condemnation of food

(a) An officer of the city shall tag, label, or otherwise identify any food subject to a hold order. No food subject to a hold order shall be used, served, or moved from the establishment. The city's hold order shall permit storage of the food under the conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished.

(b) A hold order shall state that a request for a hearing may be filed within ten days after issuance thereof and that if no hearing is requested the food shall be destroyed. On the basis of evidence produced at that hearing, the hold order may be vacated, or the owner or person in charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of this section.

(Ordinance [REDACTED] adopted 11/10/2020)

Sec. 7.03.011 Grease trap, Grease interceptor

A grease trap or grease interceptor is required unless otherwise approved by the city, and shall be located to be easily accessible for cleaning, operation, and maintenance. Location must be approved by the city and shall not be located within an area where food is held, prepared, stored or transferred. All grease traps and interceptors shall also be approved by the city prior to installation. Grease separators designed to be serviced manually by food establishment employees are not approved. Grease interceptors or separators located above ground, beneath one (1) fixture, are prohibited.

(Ordinance [REDACTED] adopted 11/10/2020)

Sec. 7.03.00312 Penalty

Any violation of any of the terms of this article, whether denominated in this article as unlawful or not, shall be deemed a misdemeanor. Any person convicted of any such violation shall be fined in an amount in accordance with the general penalty provided in section 1.01.009 of this code for each incidence of violation. Each violation is considered a separate offense and will be punished separately. (Ordinance 420-2008 adopted 12/9/08; 2008 Code, pt. II, art. 35, sec. 3; Ordinance adopting 2019 Code)

(Ordinance 716-2016 adopted 3/22/16; 2008 Code, pt. III-D, art. 1, sec. 12; Ordinance [REDACTED] adopted 11/10/2020)

Section 3. Savings, Repealing and Severability Clauses

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

Section 4. Penalty

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

Section 5. Publication of the Caption and Effective Date

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

PASSED by the City Council of the City of Anna, Texas this 10th day of November 2020.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 6.p.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Marc Marchand

AGENDA ITEM:

Approve Ordinance amending Appendix A (Fee Schedule) adding a new article for Health Permit Fees. (Neighborhood Services Director Marc Marchand)

SUMMARY:

This Ordinance amends Appendix A (Fee Schedule) and adds a new Article A8.00 (Health Fees). The fees that have been added include the following:

Food Establishment	\$350
Food Service, Public School Cafeteria	\$0
Food Service, Private School Cafeteria	\$100
Daycare	\$250
Foster/Nursing Homes	\$250
Grocery Stores	\$500
Late Fee on Renewals	\$100
Reinspection Fee	\$100
Mobile Food Unit and Food Trucks	\$250
Push Carts and Stationary	
Stands/Booths	\$150
Temporary Food Establishments	\$150

FINANCIAL IMPACT:

None

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

Approve Ordinance amending Appendix A (Fee Schedule) adding a new article for Health Permit Fees.

ATTACHMENTS:

1. Health Fee Schedule Ordinance

APPROVALS:

Ashley Stathatos, Neighborhood Services Manager
Marc Marchand, Director of Neighborhood Services
Jim Proce, City Manager

Created/Initiated - 11/6/2020
Approved - 11/6/2020
Final Approval - 11/6/2020

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING APPENDIX A (FEE SCHEDULE) ADDING A NEW ARTICLE A8.000 (HEALTH PERMIT FEES); PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED \$2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the City Council of the City of Anna ("City Council") has investigated and determined that it would be advantageous and beneficial to the City and its citizens to amend sections of Appendix A (Fee Schedule) of The Anna City Code of Ordinances ("Anna Code") by adding fees related to health inspection and food service establishments;

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

Section 1. Recitals Incorporated

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

Section 2. Amendment

In accordance with Article 1.01 of the Anna City Code of Ordinances, ("Anna Code"), the following amendments adding a new Article A8.000 to Appendix A (Fee Schedule) are hereby adopted:

<u>ARTICLE A8.000 HEALTH PERMIT FEES</u>	
<u>Sec. A8.001 Health Permit Fees</u>	
<u>Type of Business</u>	<u>Annual Permit Fee/Renewal</u>
<u>Food establishment</u>	<u>\$350.00</u>
<u>Food service – Public School cafeteria</u>	<u>\$0.00</u>
<u>Food service- Private School cafeteria</u>	<u>\$100.00</u>
<u>Daycare</u>	<u>\$250.00</u>
<u>Foster/Nursing Homes</u>	<u>\$250.00</u>

<u>Grocery Stores</u>	<u>\$500.00</u>
<u>Late fee on renewals</u>	<u>\$100.00</u>
<u>Reinspection fee</u>	<u>\$100.00</u>
<u>Mobile Food Unit and Food Trucks</u>	<u>\$250.00</u>
<u>Push carts and stationary stands/booths</u>	<u>\$150.00</u>
<u>Temporary food establishments</u>	<u>\$150.00</u>
<u>Sec. A8.002 Reserved</u>	

Section 3. **Savings, Repealing and Severability Clauses**

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

Section 4. **Penalty**

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

Section 5. **Publication of the Caption and Effective Date**

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

PASSED by the City Council of the City of Anna, Texas this 10th day of November 2020.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 6.q.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Marc Marchand

AGENDA ITEM:

Approve Resolution approving extension of Agreements with Collin County for Animal Control Services. (Neighborhood Services Director Marc Marchand)

SUMMARY:

Extension of the Animal Control interlocal agreement with Collin County Animal Control Services. The Extension of agreement for a one (1) year period which shall be in effect from October 1, 2020 continuing through and including September 30, 2021.

FINANCIAL IMPACT:

\$52,083

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

Approve Resolution approving an extension of Agreements with Collin County for Animal Control Services.

ATTACHMENTS:

1. Animal Control Services Resolution
2. Animal Control Services Agreement

APPROVALS:

Ashley Stathatos, Neighborhood Services Manager
Jim Proce, City Manager

Created/Initiated - 11/6/2020
Final Approval - 11/6/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING EXTENSION OF THE AGREEMENTS WITH COLLIN COUNTY FOR ANIMAL CONTROL SERVICES.

WHEREAS, the City Council of the City of Anna, Texas ("City Council") finds that the agreement with Collin County for providing Animal Control Services to the citizens of Anna is worthy of continuation; and

WHEREAS, the City Council approves Collin County's amendment to the current Animal Control Services agreement, to include the following fee:

"The total amount for fiscal year 2021: \$52,083.00"

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

Section 1. Recitals Incorporated.

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

Section 2. Approval and Authorization of Agreement.

The City Council hereby approves the extension attached hereto as Exhibit 1 to extend the agreement with Collin County for Animal Control Services, ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize and enforce the animal control agreement with Collin County.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 10th day of November 2020.

APPROVED:

ATTEST:

Mayor Nate Pike

City Secretary Carrie Land



EXHIBIT "1"

Contract Amendment THIRTEEN (13)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of Anna
PO Box 776
Anna, TX 75409

Effective Date 10/1/2020
Contract No. 10094-09
Contract Interlocal Agreement for Animal
Control Services

Awarded by Court Order No.:		2007-896-10-09
Contract Amendment No.:	<u>1</u>	Court Order No. <u>2008-880-10-14</u>
Contract Amendment No.:	<u>2</u>	Court Order No. <u>2009-700-09-14</u>
Contract Amendment No.:	<u>3</u>	Court Order No. <u>2011-003-01-03</u>
Contract Amendment No.:	<u>4</u>	Court Order No. <u>2011-801-10-10</u>
Contract Amendment No.:	<u>5</u>	Court Order No. <u>2013-067-01-28</u>
Contract Amendment No.:	<u>6</u>	Court Order No. <u>2014-082-2-10</u>
Contract Amendment No.:	<u>7</u>	Court Order No. <u>2014-986-12-15</u>
Contract Amendment No.:	<u>8</u>	Court Order No. <u>2016-012-01-04</u>
Contract Amendment No.:	<u>9</u>	Court Order No. <u>2017-027-01-23</u>
Contract Amendment No.:	<u>10</u>	Court Order No. <u>2017-818-10-09</u>
Contract Amendment No.:	<u>11</u>	Court Order No. <u>2019-013-01-07</u>
Contract Amendment No.:	<u>12</u>	Court Order No. <u>2019-1049-11-11</u>
Contract Amendment No.:	<u>13</u>	Court Order No. _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

- Item #1 Extension of agreement for a one (1) year period as provided for in section 5.0 of the contract documents. Agreement shall be in effect from October 1, 2020, continuing through and including September 30, 2021.
- Item #2 Total amount for fiscal year 2021: \$52,083.00
- Item #3 Add Force Majeure to Terms and Conditions:
Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

(Print Name)

CITY OF ANNA
PO Box 776
Anna, TX 75409

SIGNATURE

TITLE:

DATE:

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michelle Charnoski, CPPB

Purchasing Agent

DATE: _____



Item No. 6.r.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Marc Marchand

AGENDA ITEM:

Approve Resolution approving and authorizing the City Manager to purchase a John Deere 5100E Utility Tractor from United Ag & Turf through Buy Board Texas Cooperative. (Neighborhood Services Director Marc Marchand)

SUMMARY:

This year the city took on additional right-of-way to mow. A tractor is needed to assist with the mowing of the right-of-way. Staff is wanting to purchase a John Deere 5100E Utility Tractor from United Ag & Turf for this purpose. The tractor costs \$54,220.24 from Buy Board Texas Cooperative. Funds are allocated for equipment in the Parks Development Fund.

FINANCIAL IMPACT:

The tractor costs \$54,220.24 from Buy Board Texas Cooperative. Funds are allocated for equipment in the Parks Development Fund.

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

Approve Resolution approving and authorizing the City Manager to purchase a John Deere 5100E Utility Tractor from United Ag & Turf through Buy Board Texas Cooperative.

ATTACHMENTS:

1. Resolution to Authorize the Purchase of a John Deere 5100E Utility Tractor
2. John Deere 5100E Utility Tractor Quote

APPROVALS:

Ashley Stathatos, Neighborhood Services Manager

Created/Initiated - 11/6/2020

Marc Marchand, Director of Neighborhood Services
Jim Proce, City Manager

Approved - 11/6/2020
Final Approval - 11/6/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO PURCHASE A JOHN DEERE 5100E UTILITY TRACTOR FROM UNITED AG & TURF THROUGH BUY BOARD TEXAS COOPERATIVE.

WHEREAS, the Parks Department maintains the right-of-way in the City of Anna; and

WHEREAS, additional right-of-way has come online this year; and

WHEREAS, the Parks Department needs a tractor to maintain the additional right-of-way; and

WHEREAS, City staff is recommending the procurement of a John Deere 5100E Utility Tractor using funds from the Parks Development Fund; and

WHEREAS, the Parks Development Fund may be used to purchase equipment for new facilities maintained by the Parks Department; and

WHEREAS, there are funds allocated in the Parks Development Fund for this equipment in the FY 2020-2021 Budget; and

WHEREAS, a quote has been secured through BuyBoard Texas Cooperative for \$54,220.24 from United Ag & Turf; and

WHEREAS, the procurement through a purchasing cooperative complies with the Texas Local Government Code and ensures a competitive price; and

WHEREAS, the City Council of the City of Anna, Texas finds that the purchase of a John Deere 5100E Utility Tractor is in the best interest of the City of Anna, Texas; and

WHEREAS, the City Council desires to authorize the City Manager to purchase a John Deere 5100E Utility Tractor.

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

Section 1. Recitals Incorporated.

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

Section 2. Approval

The City Council hereby authorizes the City Manager to purchase a John Deere 5100E Utility Tractor from Ag & Turf for a total sum of \$54,220.24, consistent with the BuyBoard Cooperative Purchase proposal attached hereto as Exhibit A. The City Manager is authorized to execute all documents and to take all other actions necessary to procure the tractor.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 10th day of November 2020.

APPROVED:

Mayor Nate Pike

ATTEST:

City Secretary Carrie Land



JOHN DEERE

EXHIBIT "A"

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

☐ Shipping address

☐ Billing address

Vendor: John Deere Company

☐ 2000 John Deere Run Cary,
NC 27513

☐ Contract name and/or number

☐ Signature

☐ Tax exempt certificate, if applicable

Mike Barker

United Ag & Turf
3501 N. Central Expressway
Mckinney, TX 75071

Tel: 214-544-2900

Fax: 214-544-2904

Email: mikebarker@unitedagt.com

The John Deere Government Sales Team

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
3501 N. Central Expressway
Mckinney, TX 75071
214-544-2900

Quote Summary**Prepared For:**

CITY OF ANNA
101 N POWELL PKWY
ANNA, TX 75409
Business: 972-924-2848

Delivering Dealer:

United Ag & Turf
Mike Barker
3501 N. Central Expressway
Mckinney, TX 75071
Phone: 214-544-2900
mikebarker@unitedagt.com

TASB BUY-BOARD COOPERATIVE CONTRACT QUOTE ONLY**CONTRACT: 611-20****QUOTE GOOD FOR 30 DAYS FROM DATE OF ISSUE****Quote ID:** 23047730**Created On:** 28 October 2020**Last Modified On:** 28 October 2020**Expiration Date:** 27 November 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5100E Utility Tractor	\$ 66,122.25	\$ 54,220.24 X	1 =	\$ 54,220.24

Contract: TX BuyBoard Grounds Mtn Equip, Irrigation 611-20 (PG 67 CG 70)**Price Effective Date:** October 27, 2020

Equipment Total	\$ 54,220.24
------------------------	---------------------

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 54,220.24
Trade In	
SubTotal	\$ 54,220.24
Est. Service Agreement Tax	\$ 0.00
Total	\$ 54,220.24
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 54,220.24

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

UNITED
Ag & Turf

Quote Id: 23047730

Customer Name: CITY OF ANNA

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:United Ag & Turf
3501 N. Central Expressway
Mckinney, TX 75071
214-544-2900

JOHN DEERE 5100E Utility Tractor

Hours:

Stock Number:

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation
611-20 (PG 67 CG 70)

Price Effective Date: October 27, 2020

Suggested List *

\$ 66,122.25

Selling Price *

\$ 54,220.24

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697BLV	5100E Utility Tractor	1	\$ 54,852.00	18.00	\$ 9,873.36	\$ 44,978.64	\$ 44,978.64
Standard Options - Per Unit							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 9,579.00	18.00	\$ 1,724.22	\$ 7,854.78	\$ 7,854.78
2120	Air Suspension Seat	1	\$ 746.00	18.00	\$ 134.28	\$ 611.72	\$ 611.72
3025	Deluxe Cornerpost Exhaust	1	\$ 528.00	18.00	\$ 95.04	\$ 432.96	\$ 432.96
3320	Dual Stackable Rear SCV's with Lever Control	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3400	Less Mid Valves	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5911	18.4 - 30 In. 8PR R1 Bias	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 10,853.00		\$ 1,953.54	\$ 8,899.46	\$ 8,899.46
Dealer Attachments/Non-Contract/Open Market							
RE585531	Radio - AM/FM, Bosch (Standard)	1	\$ 417.25	18.00	\$ 75.11	\$ 342.15	\$ 342.15
Dealer Attachments Total			\$ 417.25		\$ 75.11	\$ 342.15	\$ 342.15
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 66,122.25		\$ 11,902.01	\$ 54,220.24	\$ 54,220.25

Confidential



Item No. 6.s.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020

Staff Contact: Ray Isom

AGENDA ITEM:

Approve a government document for participation in the Federal Equitable Sharing Agreement regarding the Anna Police Department's Asset Forfeiture Report. (Chief Isom)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Asset Forfeiture report to feds_2020

APPROVALS:

Ray Isom, Fire Chief

Created/Initiated - 11/6/2020



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: TX0432600
Agency Name: Anna Police Department
Mailing Address: 101 South Powell Parkway
Anna, TX 75409

Type: Police Department

Agency Finance Contact

Name: Fernandez, Tammy

Phone: 214-831-5317

Email: tfernandez@annatexas.gov

Jurisdiction Finance Contact

Name: Guard, Alan

Phone: (214) 831-5371

Email: aguard@annatexas.gov

ESAC Preparer

Name: Fernandez, Tammy

Phone: 214-831-5317

Email: tfernandez@annatexas.gov

FY End Date: 09/30/2020

Agency FY 2021 Budget: \$2,714,987.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$2,970.78	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$33.21	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$3,003.99	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$3,003.99	\$0.00

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$0.00	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Sara Dempsey**Company:** Weaver**Phone:** 972-448-6958**Email:** sara.dempsey@weaver.com

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☐ NO ☒

Prior year Single Audit Number Assigned by Harvester Database:

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Isom, Raymond
Title: Interim Public Safety Director
Email: risom@annatexas.gov

Signature: Ray Isom Date: 11/5/2020

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Pike, Nathan
Title: Mayor
Email: npike@annatexas.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020

Staff Contact:

AGENDA ITEM:

1) Conduct a public hearing to consider public comment regarding the West Crossing Phase 11, Block KK, Lots 23R and 25R, and Block MM, Lot 28R, Replat.

2) Consider/Discuss/Action on a Resolution regarding the West Crossing Phase 11, Block KK, Lots 23R and 25R, and Block MM, Lot 28R, Replat.

(Director of Development Services Ross Altobelli)

SUMMARY:

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, 7 - 0 in favor of the request.

ATTACHMENTS:

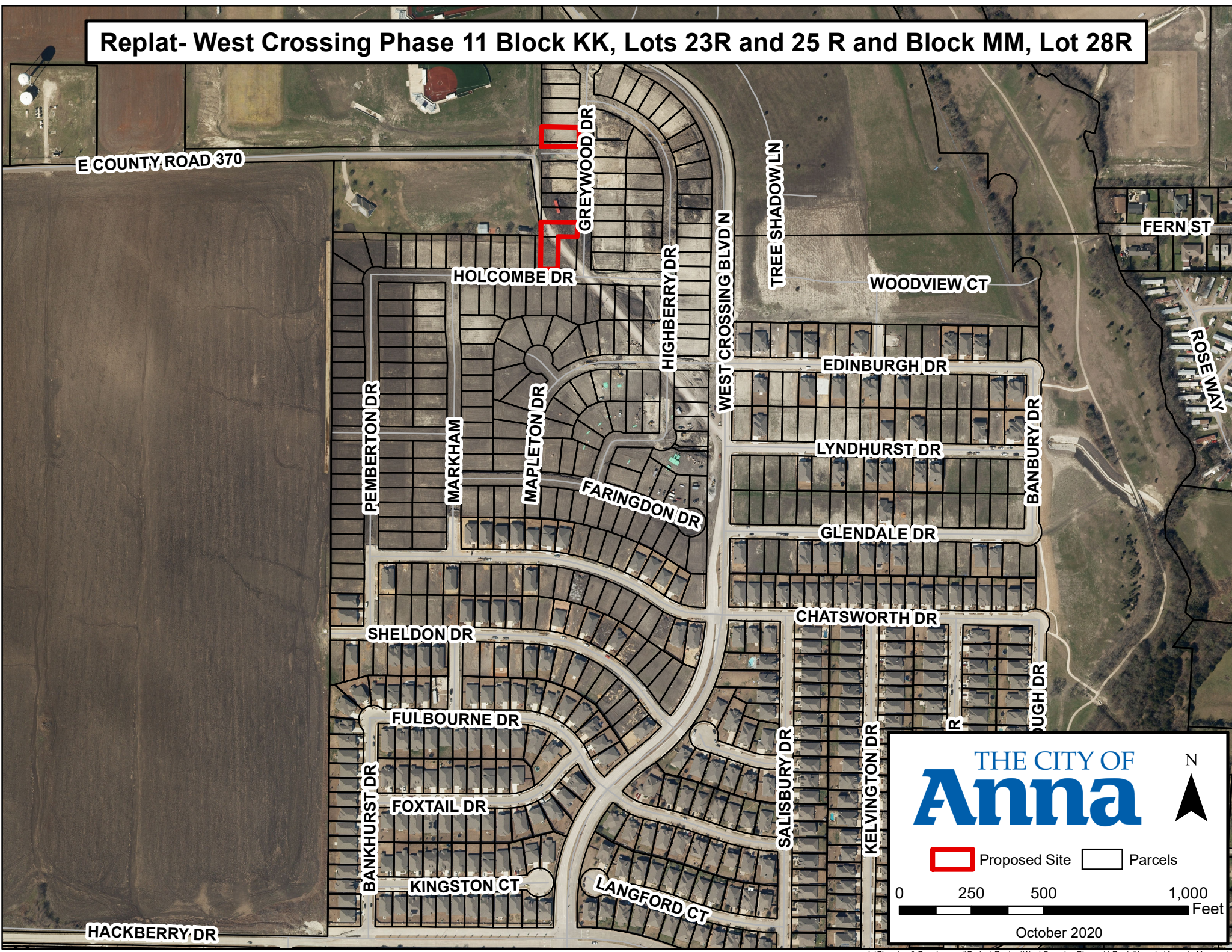
1. Agenda Map
2. PZ - STAFF REPORT (RP) West Crossing Phase 11
3. EXHIBIT A (RP) West Crossing Phase 11
4. RESOLUTION - (RP) West Crossing Phase 11

APPROVALS:

Lauren Mecke, Planner II
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/5/2020
Approved - 11/5/2020
Final Approval - 11/6/2020

Replat- West Crossing Phase 11 Block KK, Lots 23R and 25 R and Block MM, Lot 28R



THE CITY OF
Anna

N

0 250 500 1,000 Feet

Proposed Site

Parcels

October 2020

CITY OF ANNA
Planning & Zoning Commission
November 2, 2020

Replat: West Crossing Phase 11, Block KK, Lot 23R and 25R, and Block MM, Lot 28R

Applicant: Jim Douglas

AGENDA ITEM:

Consider/Discuss/Action on a recommendation regarding the West Crossing Phase 11, Block KK, Lot 23R and 25R, and Block MM, Lot 28R, Replat.

SUMMARY:

Single Family Dwelling, Detached on 3 lots on 0.5± acres located generally on the north side of Holcombe Drive and the west side of Greywood Drive. Zoned Planned Development SF-60 Single Family Residential (PD-SF-60). The purpose of this replat is to combine Lots 28 and 29X in Block MM into one lot creating Lot 28R, add a 10' utility easement along a portion of the rear of lot 28R, and add a 5' drainage easement along a portion of the rear and side of lots 23R and 25R in Block KK.

RECOMMENDATION:

Recommended for approval as submitted.

ATTACHMENTS:

Locator

Exhibit

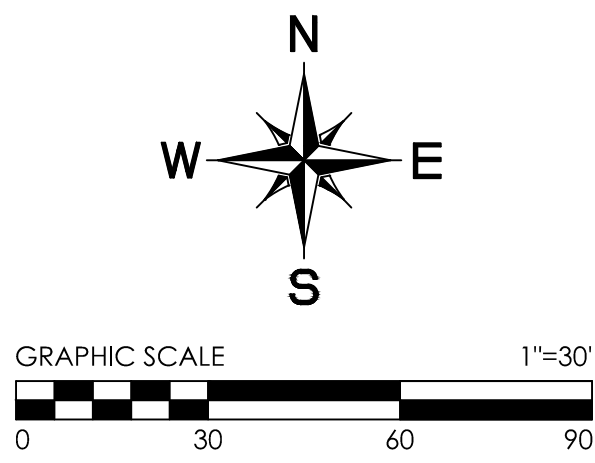


EXHIBIT A

POINT OF BEGINNING
"PARCEL 1"

ANNA HIGH SCHOOL #1 ADDITION
VOL. 2011, PG. 176
P.R.C.C.T.

C.R. 370
VARIABLE WIDTH R/W PER
VOL. 2011, PG. 176
P.R.C.C.T.

MARTIN MOORE SURVEY
ABSTRACT No. 649

CALLED 4.0 ACRES
JOSE FACUNDO AND WIFE
JOSEFINA O. FACUNDO
VOL. 4625, PG. 759
D.R.C.C.T.

POINT OF BEGINNING
"PARCEL 2"

N00°04'11"E
47.25'

1/2" C.I.R.F. "GEER" FROM WHICH
1 1/2" C.I.R.F. "TIPICON" BEARS
N 19°11'23"E - 0.24'

HOLCOMBE DRIVE

GREYWOOD DRIVE

HENRY BRANTLY SURVEY
ABSTRACT No. 71

WEST CROSSING PHASE 11
INST. NO. 2020-467
P.R.C.C.T.

GUYN MORRISON SURVEY
ABSTRACT No. 559

OWNER'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHEREAS, BLOOMFIELD HOMES, L.P., as owner of that certain lot, tract, or parcel of land, situated in a portion of the Henry Brantly Survey, Abstract No. 71, the Guyn Morrison Survey, Abstract No. 559, City of Anna, Collin County, Texas, being all of Lots 23, 25, Block KK and Lots 28, 29X, Block MM of West Crossing Phase 11, an addition to the City of Anna recorded in Instrument No. 2020-467 of the Plat Records of Collin County, Texas (PRCCT), and being more completely described as follows, to-wit:

PARCEL 1:
BEGINNING at a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Northwest corner of said Lot 28, Block MM and being in the East line of Anna High School #1 Addition, an addition to the City of Anna recorded in Volume 2011, Page 176 (PRCCT);

THENCE South 89 deg. 09 min. 11 sec. East departing said East line and continue along the North line of said Lot 28, Block MM, a distance of 130.29 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Northeast corner of same and being in the West right-of-way line of Greywood Drive (50' right-of-way width);

THENCE South 00 deg. 50 min. 49 sec. West along the East lines of said Lots 28 and 29X, Block MM and said West right-of-way line, a distance of 65.00 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Southeast corner of said Lot 29X, Block MM, and being at the intersection of Greywood Drive and Rollins Road;

THENCE South 89 deg. 31 min. 20 sec. West along the South line of said Lot 29X, Block MM and the North right-of-way line of said Rollins Road, a distance of 129.41 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Southwest corner of said Lot 29X, Block MM;

THENCE North 00 deg. 04 min. 11 sec. East departing said North right-of-way and continue along the West lines of said Lots 28 and 29X, Block MM and the East line of said Anna High School #1 Addition, a distance of 68.00 feet to the **POINT OF BEGINNING**, containing 8,634 square feet or 0.198 acres of land, more or less.

PARCEL 2:
BEGINNING at a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Northwest corner of said Lot 25, Block KK and being in the East line of Anna High School #1 Addition, an addition to the City of Anna recorded in Volume 2011, Page 176 (PRCCT);

THENCE South 89 deg. 09 min. 11 sec. East along the North line of said Lot 25, Block KK, a distance of 125.84 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Northeast corner of same and being in the West right-of-way line of Greywood Drive (50' right-of-way width);

THENCE South 00 deg. 50 min. 49 sec. West along the East line of said Lot 25, Block KK and said West right-of-way line, a distance of 50.50 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Southeast corner of said Lot 25, Block KK;

THENCE North 89 deg. 09 min. 11 sec. West departing said West right-of-way line and continue along the South line of said Lot 25, Block KK, a distance of 45.77 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Northeast corner of said Lot 23, Block KK;

THENCE South 00 deg. 27 min. 33 sec. West departing said South line and continue along the East line of said Lot 23, Block KK, a distance of 113.42 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Southeast corner of same and being in the North right-of-way line of Halcombe Drive (50' right-of-way width);

THENCE North 89 deg. 32 min. 27 sec. West along the South line of said Lot 23, Block KK and said North right-of-way line, a distance of 59.40 feet to a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL" for the Southwest corner of said Lot 23, Block KK;

THENCE North 00 deg. 27 min. 33 sec. East departing said North right-of-way line and continue along the West line of said Lot 23, Block KK, at 113.83 feet pass the Northwest corner of said Lot 23, same being the Southwest corner of Lot 25, Block KK, continue a total distance of 117.08 feet to a 1/2" capped iron rod found stamped "GEER" for the Southeast corner of a called 4.0 acre tract described in a deed to Jose Facundo, et al. us recorded in Volume 4625, Page 759 of the Deed Records of Collin County, Texas, the most southerly corner of said Anna High School #1 Addition, from which a 1/2" capped iron rod found stamped "TIPICON" bears North 19 deg. 11 min. 23 sec. East - 0.24 feet;

THENCE North 00 deg. 04 min. 11 sec. East along the West line of said Lot 25, Block KK and the East line of said Anna High School #1 Addition, a distance of 47.25 feet to the **POINT OF BEGINNING**, containing 13,087 square feet or 0.300 acres of land, more or less.

Containing a total of 21,721 square feet or 0.499 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, BLOOMFIELD HOMES, L.P., acting herein by and through its duly authorized officer does hereby adopt this plat designating the herein above described property as a RE-PLAT OF LOTS 23, 25, BLOCK KK AND LOTS 28, 29X, BLOCK MM OF WEST CROSSING PHASE 11, an addition to the city of Anna, Texas, and does hereby dedicate to the public use forever the streets and alleys shown thereon; and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of all public utilities desiring to use, or using same. No buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, over or across the easement strips on side plot. Any public utility shall have the right to remove and keep removed all or part 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 its respective system on any of these easement strips, and any public utility company shall at all times have the right of ingress or egress to and from and upon any said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

WITNESS MY HAND THIS _____ DAY OF _____, 20____.

BLOOMFIELD HOMES, L.P.,

a TEXAS LIMITED PARTNERSHIP

By: BLOOMFIELD PROPERTIES, INC.,

a TEXAS CORPORATION, GENERAL PARTNER

By:

Donald J. Dykstra, President

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Donald J. Dykstra, President of Bloomfield Properties, Inc., the General Partner of Bloomfield Homes, LP, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE
THIS _____ DAY OF _____, 20____.

Notary public, State of Texas

OWNER:

BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTH LAKE, TX 76092
(817) 416-1572

DEVELOPER:

DOUGLAS PROPERTIES, INC.
2309 AVE. K
SUITE 100
PLANO, TX 75074
(972) 422-1658

NOTES

- Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation. The combined scale factor for this is 0.99985652. This factor is to be applied to any ground coordinate or distance values in order to reduce said values to State Plane grid.
- All property corners are set with 1/2" iron rods with yellow plastic caps stamped "Goodwin & Marshall", unless otherwise noted.
- 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 withholding of utilities and building permits.
- According to the Flood Insurance Rate Map (FIRM) panel 48085C0160J, effective June 2, 2009. This survey is located in Flood Insurance Zone (X) (non-shaded), being defined as areas outside the 0.2% annual chance floodplain.
- Parkway improvements such as curb & gutter, pavement tie-in, drive approaches, and sidewalks may be required at time of building permit issuance via a parkway permit.
- The City of Anna is not responsible for the maintenance of the retaining walls so the H.O.A. will be responsible for the maintenance of the retaining walls.

VAM EASEMENTS

The area or areas shown on the plat as "VAM" (Visibility, Access, and Maintenance) easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM easement. The city shall have the right, but not the obligation, to maintain any and all landscaping within the VAM easement. Should the city exercise this maintenance right, it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover, and fixtures. The city may withdraw maintenance of the VAM easement at any time. The ultimate maintenance responsibility for the VAM easement shall rest with the owners. No building, fence, shrub, tree, or other improvements or growths, which in any way endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM easement. The city shall also have the right, but not the obligation, to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM easement, and to remove any obstruction thereon. The city, its successors, assigns, or agents, shall have the right and privilege at all times to enter upon the VAM easement or any part thereof for the purposes and with all rights and privileges set forth herein.

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, John Nicholas Rogers, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Anna, Texas.

Dated this _____ day of _____, 20____.

John Nicholas Rogers, R.P.L.S. #6372
Goodwin & Marshall, Inc.
2405 Mustang Drive
Grapevine, TX 76051
(817) 329-4373

STATE OF TEXAS §
COUNTY OF TARRANT §

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. Issued for review 10/20/2020 12:39 PM

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

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE
This _____ day of _____, 20____.

Notary public, State of Texas

CERTIFICATE OF ACCEPTANCE BY THE ANNA CITY COUNCIL

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

Mayor, City of Anna, Texas

City Secretary, City of Anna, Texas

APPROVED
November 2, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
NOVEMBER 10, 2020
CITY COUNCIL
CITY OF ANNA

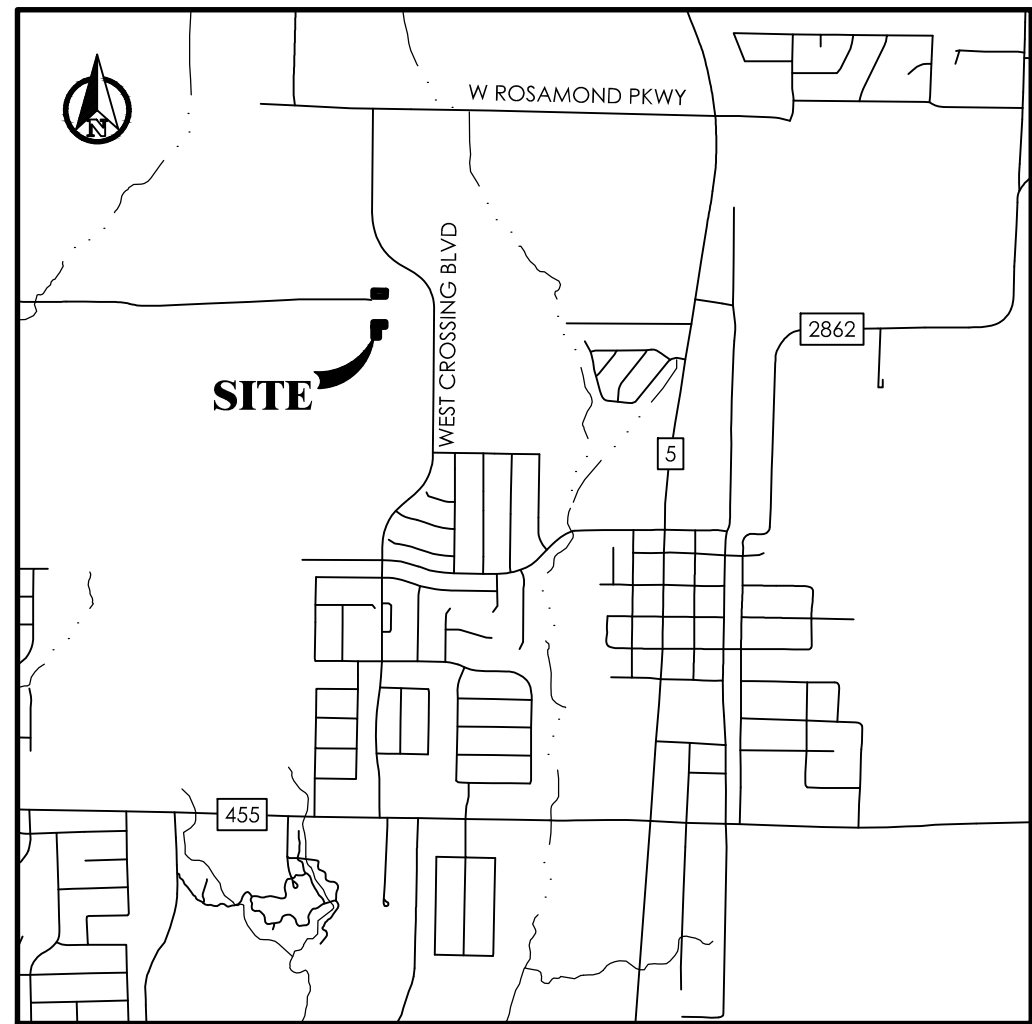
THE PURPOSE OF THIS RE-PLAT IS TO COMBINE LOTS 28 AND 29X IN BLOCK MM INTO ONE LOT CREATING LOT 28R. ADD A 10' UTILITY EASEMENT ALONG A PORTION OF THE REAR OF LOT 28R. AND ADD A 5' DRAINAGE EASEMENT ALONG A PORTION OF THE REAR AND SIDE OF LOTS 23R AND 25R IN BLOCK KK.

PREPARED BY:

GOODWIN AND MARSHALL
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373

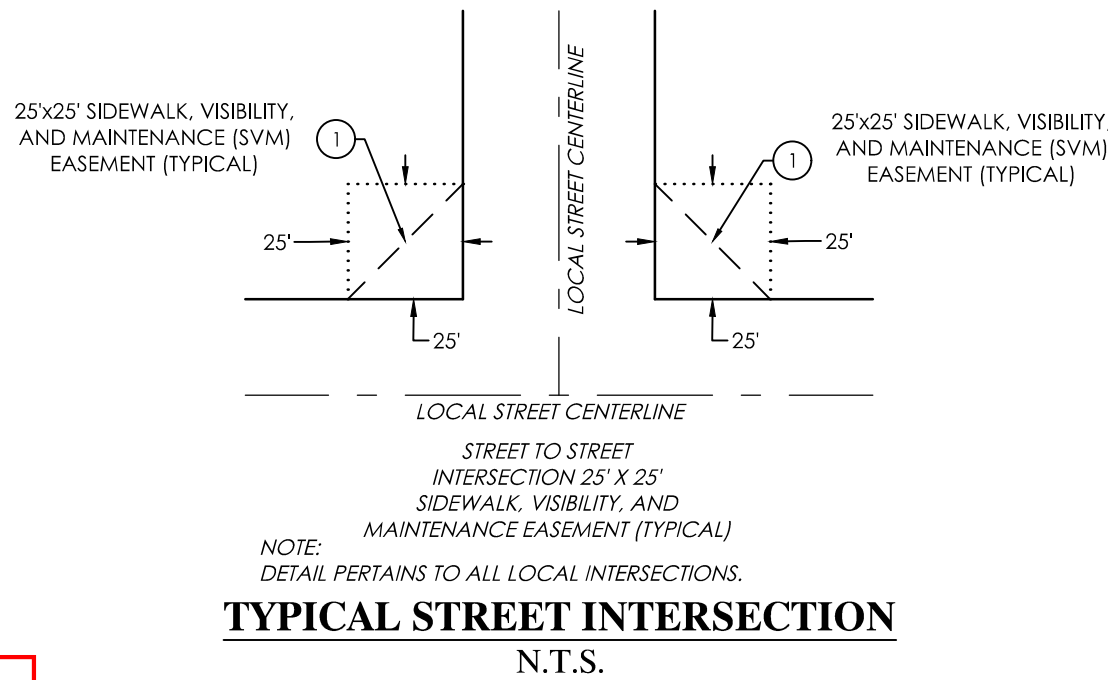
TxEng Firm # F-2844 ~ TxSurv Firm # 10021700



VICINITY MAP
N.T.S.

LEGEND

o	1/2" C.I.R.F. STAMPED "GOODWIN & MARSHALL" UNLESS OTHERWISE NOTED
SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
B.L.	BUILDING LINE
R/W	RIGHT-OF-WAY
INST. NO.	INSTRUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS
C.I.R.F.	CAPPED IRON ROD FOUND
W.M.E.	WALL MAINTENANCE EASEMENT
---	BOUNDARY LINE
- - - -	ADJOINER LINE
- . - . -	EASEMENT LINE
---	BUILDING LINE



LOTS 23R, 25R, BLOCK KK AND LOT 28R, BLOCK MM WEST CROSSING PHASE 11 BEING A REPLAT OF LOTS 23, 25, BLOCK KK AND LOTS 28, 29X, BLOCK MM WEST CROSSING PHASE 11 BEING 0.499 ACRES SITUATED IN THE

HENRY BRANTLY SURVEY, ABSTRACT No. 71 GUYN MORRISON SURVEY, ABSTRACT No. 559 CITY OF ANNA, COLLIN COUNTY, TEXAS
3 RESIDENTIAL LOTS, 0 NON-RESIDENTIAL LOTS
Date: October 2020
ZONING: PD 133-2004

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE WEST CROSSING PHASE 11, LOTS 23R and 25R, BLOCK KK, LOT 28R, BLOCK MM, REPLAT.

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

WHEREAS, Bannister Engineering has submitted an application for the approval of the West Crossing Phase 11, Lots 23R and 25R, Block KK, Lot 28R, Block MM, Replat.

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

Recitals Incorporated

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

Approval of Development Plat.

The City Council hereby approves the West Crossing Phase 11, Lots 23R and 25R, Block KK, Lot 28R, Block MM Replat attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 10th day of November 2020.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020

Staff Contact:

AGENDA ITEM:

1) Conduct a public hearing to consider public comments to rezone 275± acres located at the northwest corner and southwest corner of future Rosamond Parkway and future Ferguson Parkway from AG Agricultural District to Planned Development-Multi-Use (PD-MU). The planned development district will include Restricted Commercial (C-1), General Commercial (C-2), Multiple-Family Residential - High Density (MF-2), Single Family Residence-72 (SF-72), Single Family Residence-60 (SF-60), Single-Family Residence - Zero lot line homes (SF-Z), and Single-Family Townhome District (SF-TH). Applicant: David Booth, DR Horton

2) Consider/Discuss/Action on an Ordinance regarding the request to rezone 275± acres from AG Agricultural District to Planned Development-Multi-Use (PD-MU).

3) Consider/Discuss/Action on a Resolution regarding the Concept Plan, The Woods at Lindsey Place, associated with the rezoning request.

(Director of Development Services Ross Altobelli)

SUMMARY:

Approval of Ordinance regarding the request to rezone 275± acres from AG Agricultural District to Planned Development-Multi-Use. The applicant has provided for all comments as requested by the P&Z to provide for a financially sustainable development that will provide diverse housing options within the City of Anna. The proposal includes, amenities which include, trails, parkland dedication, playgrounds, open space, and an amenities center.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Anna – Great Place to Live

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

The Planning & Zoning Commission recommended approval, 6 - 1 in favor of the zoning request.

ATTACHMENTS:

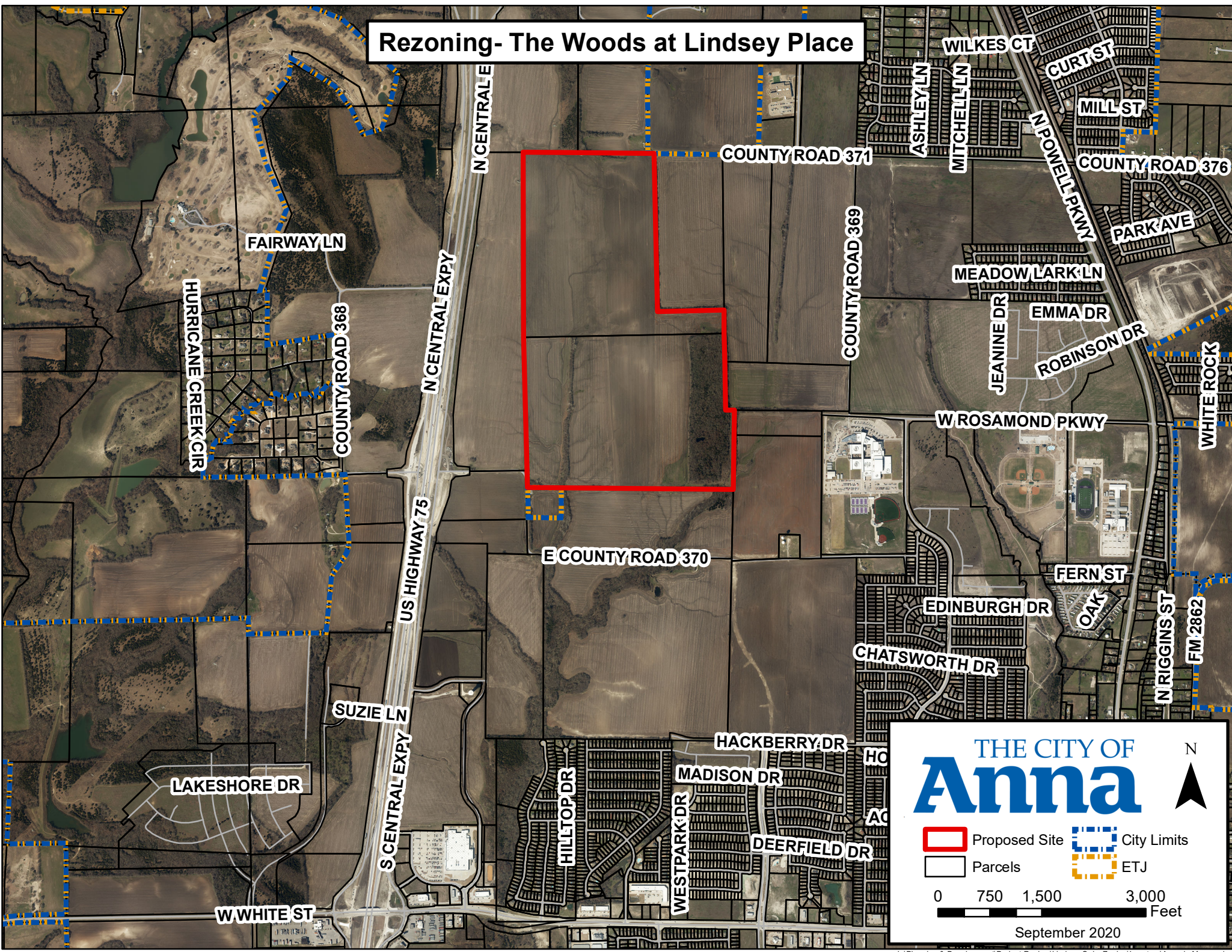
1. Agenda Map
2. P&Z write-up (The Woods at Lindsey Place)
3. EXHIBIT A - (CP) - The Woods at Lindsey Place
4. EXHIBIT B - Amenity Center rendering (Woods at Lindsey Place)
5. PD Ordinance - The Woods at Lindsey Place
6. Exhibit 1 - Legal Description
7. Exhibit 2 - Concept Plan (The Woods at Lindsey Place)
8. Exhibit 3 - Amenity Center rendering

APPROVALS:

Lauren Mecke, Planner II
Ross Altobelli, Director of Development Services
Jim Proce, City Manager

Created/Initiated - 11/5/2020
Approved - 11/5/2020
Final Approval - 11/6/2020

Rezoning- The Woods at Lindsey Place



THE CITY OF
Anna

0 750 1,500 3,000 Feet

September 2020

Proposed Site

Parcels

City Limits

ETJ

N

CITY OF ANNA
PLANNING & ZONING COMMISSION

November 2, 2020

Public Hearing: Zoning & Concept Plan - The Woods at Lindsey Place

Applicant: David Booth, DR Horton

DESCRIPTION:

Request to rezone 275± acres located at the northwest corner and southwest corner of future Rosamond Parkway & future Ferguson Parkway from AG Agricultural District to Planned Development-Multi-Use (PD-MU). The planned development district will include the following zoning districts with modified development standards Restricted Commercial (C-1), General Commercial (C-2), Multiple-Family Residential - High Density (MF-2), Single Family Residence-72 (SF-72), Single Family Residence-60 (SF-60), Single-Family Residence - Zero lot line homes (SF-Z), and Single-Family Townhome District (SF-TH). This item was tabled at the October 5, 2020 Planning & Zoning Commission meeting.

REMARKS:

At the October 5, 2020 Planning & Zoning Commission meeting the commission tabled the public hearing to allow the applicant to address concerns expressed by the Commission.

The applicant has updated the requested zoning by including the following:

- Include a larger residential zoning district (SF-72 Single-Family Residence District) with the zoning request.
- Remove and replace the two-family housing zoning with a 3-story single-family townhome product (SF-TH Townhome District). The townhome product will be located along the frontage of Throckmorton Boulevard adjacent to the multifamily.
- Reduced the C-1 Restricted Commercial District area so that it is not adjacent to any land proposed for a single-family lot.
- Included a planned development stipulation requiring the zero lot line homes to be a center load product requiring 5' side yard setbacks.
- Include a stipulation requiring vegetation/underlying brush, not subject to preservation, to be removed prior to recordation of the final plat for areas containing a tree preservation easement.

A Planned Development (PD) is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may

be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions, which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

The subject property is currently undeveloped. A concept plan (Exhibit A) accompanies this request.

Surrounding Land Uses and Zoning

North	Undeveloped land zoned Agricultural District, and Planned Development-537-2011 (Mantua), and partially located in the Extraterritorial Jurisdiction (ETJ)
East	Undeveloped land zoned Planned Development-285-2006 (SF-60) and Agricultural District
South	Undeveloped land zoned Planned Development-839-2019 (Meadow Vista/SF-60) and partially located in the ETJ
West	Undeveloped land zoned Planned Development-537-2011 and Single-Family Residence – Large Lot

Proposed Planned Development Stipulations

The requested zoning is PD-MU. This PD is proposed as a multi-use development. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to rezone the subject property to allow for single-family, multiple-family, and nonresidential uses.

Design Standards - The language in the proposed PD district would allow this site to be developed with a mix of residential and nonresidential land uses with modified development standards, neighborhood parks, hike and bike trails, and preservation of existing trees along the zoning district boundaries and interior to the proposed multifamily development.

Conformance with the City of Anna Strategic Plan and Comprehensive Plan

Anna Vision 2034

- a. Principle 3: Beautiful Community
 - i. Preserve natural areas/open space.
- b. Principle 5: Great Housing Opportunities
 - i. Diverse housing choices for all family generations: small lots, townhomes, estate homes, “ranchette”, apartments, mixed-use development.
 - ii. Safe, well-design, well-maintained multi-family rental housing.

City of Anna Goals for 2024

a. Growing Anna Economy

- i. Expand the commercial tax base.
- ii. More jobs for neighbors.
- iii. Expand retail businesses.

b. Sustainable Anna Community Through Planned, Managed Growth

- i. Having new buildings and homes that are attractive and using the appropriate building materials and meeting City's architectural standards.
- ii. Having a range of housing choice available in Anna.

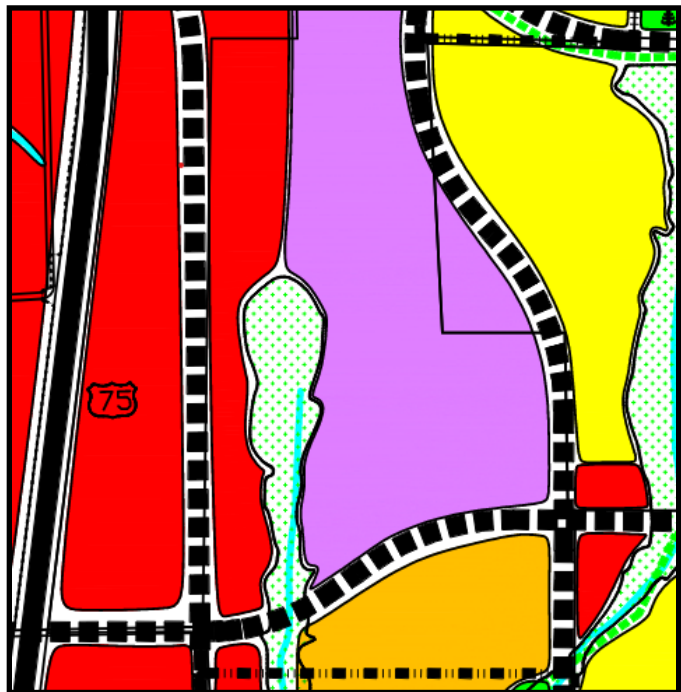
c. Anna – A Great Place to Live

- i. Increase the number of retail businesses.

Future Land Use Plan – The Future Land Use Plan designates this property as Commercial (red), Employment Center District (purple), Flood Hazard (white), and medium density residential (orange). Each of these categories are only generally defined within the current Comprehensive Plan.

Commercial is land or buildings where merchandise or services are offered for sale. The primary purpose of the land is to provide a location for displaying merchandise or communicating services in a manner that enhances the convenient retail sale of goods and services. The role of commercial activity in the city is to

provide convenient and available retail, service, and office opportunities to residents of the Anna market area. Commercial activity provides return on investment for business and property owners, employment opportunities for local residents (neighbors), and an economic base for local taxing entities. Commercial activity generally supports community residential activity, but certain aspects of the retail, service, and office uses such as big-box retail, and service and office headquarters may be more regionally oriented and act as basic elements of the economy.



Residential: Land on which there exists one or more dwelling units, including accessory buildings; the primary use being for sheltering individuals, families, or groups of persons. Single-family includes those permanent structures, which were originally designed to provide housing for one family unit.

ISSUES:

2010 Future Land Use Plan: Commercial & Employment Center District

The proposed residential uses on the north side of future Rosamond Parkway are not in conformance with the 2010 Future Land Use Plan. The land area located on the north side of future Rosemond Parkway, east side of future Throckmorton Parkway, and west side of future Ferguson Parkway is designated as Commercial and Employment Center District. The applicant is proposing to rezone this area to allow for multifamily, single-family, and two-family-family land uses.

Since the adoption of the 2010 Future Land Use Plan, the city has adopted zoning associated with the Mantua development. The Mantua zoning allows for a significant amount of retail, office, and mixed-use development along the west side of future Throckmorton Parkway opposite of the proposed zoning request.



Allowing housing on east side of Throckmorton would allow neighbors to be directly adjacent to future retail, restaurant, and office uses. Additionally, the

proposed zoning will provide a variety of housing opportunities for the future commercial development.

Planned Development Stipulations

In order to allow for an increase building pad site, the applicant is requesting the following modifications to the residential base zoning district area regulations.

- Reduce year yard setback to 20' (base zoning districts require 25').
- Increase the maximum lot coverage:
 - By 15% for SF-72 (55%); and
 - 5% for both the SF-60 (50%) and SF-TH (65%).

To increase the quality of development, the applicant has agreed to the following improvements as part of the zoning request:

- a. Construct an 8' hike and bike trail along the north side of future Rosemond Parkway, west side of future Ferguson Parkway, and around the perimeter of the proposed Neighborhood Parks with connections to the residential subdivision roadways.
- b. Protect and preserve the mature tree line along the existing tract boundaries and dedicate a 10' tree preservation easement during the platting process.
- c. Install a 6' sidewalk connecting the SF-Z neighborhood to the Neighborhood Parks.
- d. Construction of a private amenity center with pool and splash pad (Exhibit B)
- e. As part of the multifamily development, construct an undulating berm with staggered tree plantings between the multifamily development and single-family developments in areas where no existing trees exist.
- f. Prohibit, within the C-1 zoning district, Automobile and Related Services Uses and majority of Transportation, Utility and Communications Uses

SUMMARY:

Request to rezone 275± acres located at the northwest corner and southwest corner of future Rosamond Parkway & future Ferguson Parkway to allow nonresidential, multi-family, and single-family. The applicant has included stipulations to create a walkable multi-use development that will include hike and bike trails, dedication of Neighborhood Parks, preservation of existing mature vegetation, and appropriate screening between the multi-family development and the single-family. The proposed single-family townhomes standards will allow for a 3-story urban product that will complement the 3-story multifamily development and serve as a buffer between the Mantua Zoning and the

single-family detached products. Additionally, the proposed SF-72, SF-60, and SF-Z residential lots meet minimum lot width, depth, and sizes requirements. Although much of the zoning request area is not in conformance with the 2010 Future Land Use Plan, as mentioned previously, the Mantua zoning had yet to be adopted. The proposed zoning will help support the Mantua nonresidential zoning and create quality housing opportunities for this area's future employees. For these reasons, staff is in support of the rezoning request.

RECOMMENDATION:

Recommended for approval as follows:

Restrictions:

1. The locations of the planned development zoning districts shall be in substantial conformance with the Concept Plan (Exhibit A).

2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the C-1 Restricted Commercial (C-1), C-2 General Commercial District (C-2), MF-2 Multiple-Family Residential - High Density (MF-2), SF-72 Single-Family Residence District (SF-72), SF-60 Single-Family Residence District (SF-60), SF-Z Single-Family Residence District - Zero lot line homes (SF-Z), SF-TH Townhome District (SF-TH), and the Planning and Development Regulations except as otherwise specified herein.

a. C-1 Restricted Commercial:

1. Additional Permitted Uses by-right:

- A. Child-care center
- B. Nursery school, kindergarten

2. Additional Prohibited Uses:

- A. Auto repair, minor
- B. Automobile service station
- C. Car wash
- D. Construction yard
- E. Electrical substation
- F. Gas Metering station

- G. Motorcycle sales and service
- H. Quick oil change facility
- I. Quick tune-up facility
- J. Tire Dealer

b. MF-2 Multiple-Family Residential - High Density

1. Maximum height: 50 feet (3-story)
2. Maximum number of units: 600
3. Buffer: A 60-foot wide vegetative buffer shall be provided on the east and north sides of the district where adjacent to a single-family residential district. The natural tree line shall be preserved as a buffer and in areas where no trees exist, trees with a 3" minimum caliber shall be planted staggered at 25-foot centers with an undulating berm a minimum of three (3) feet in height up to six (6) feet in height. The 60-foot vegetative buffer shall count as the required "60-foot setback from the adjacent property line for buildings in excess of one story in height".
4. Height: The height of any multifamily building sited on a lot adjacent to an area zoned for single-family shall be limited 2-story (35 feet) within 100 feet of the zoning district boundary or the lot on which the single-family dwelling is located.
5. Screening Fence:
 - A. Fencing between single family lots and multi-family development shall consist of a 6' cedar fence with masonry columns at no less than 100-foot intervals. The fence shall be owned and maintained by the single-family development HOA.
 - B. Border screening on any perimeter not abutting a single-family lot shall be owned and maintained by the multi-family development and shall consist of either of the following:
 - i. Masonry border fence of not less than six feet in height; and/or
 - ii. An ornamental metal fence, such as wrought iron or tubular steel, with stone columns at 50-foot intervals along with a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers. The vegetative screen may be planted within any required landscape buffer.
6. Refuse facilities: Two (2) 30 cubic yard compactors will be provided for the development, one each for trash and recycle. Each refuse facility shall be

screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Solid metal gates of an equal height to the enclosure height must be provided on the truck collection side of the enclosure. Refuse containers shall be provided and maintained in a manner to satisfy public health and sanitary regulations. Each refuse facility shall be located so as to provide safe and convenient pickup by refuse collection guidelines.

7. A minimum 8' hike & bike trail shall be provided around the perimeter of the multi-family development in general conformance and as shown on Exhibit A (Concept Plan).
8. Parking: 1.5 off-street parking spaces shall be provided per unit. Required parking may not be provided within the required front yard. Other off-street parking space regulations are set forth in section 9.04.037.

c. SF-72 Single-Family Residence:

1. Minimum side yard, interior: 5 feet
2. Minimum rear yard setback: 20 feet
3. Maximum lot coverage: 55%
4. Minimum number of lots: 105
5. Fences:
 - A. The rear yard fencing of any residential lot abutting and/or adjacent to an open space/common area lot must be ornamental metal fences, such as wrought iron or tubular steel with the exception of areas identified on the approved Concept Plan (Exhibit A) as "6' Masonry Wall Adjacent to Single Family". Fencing is to be owned and maintained by the individual lot owners whereas masonry walls are to be owned and maintained by the single-family development H.O.A. Side yard fences abutting and/or adjacent to open space/common area lots may be wood per Section c.5.B below and are to be owned and maintained by the individual lot owners.
 - B. Fences constructed between residences can be wood. All wood fencing shall be at least six feet in height. Wood fencing shall be stained and sealed. Plastic and chain link fencing is prohibited.

b. SF-60 Single-Family Residence:

1. Minimum rear yard setback: 20 feet
2. Maximum lot coverage: 50%

3. Fences:

- A. The rear yard fencing of any residential lot abutting and/or adjacent to an open space/common area lot must be ornamental metal fences, such as wrought iron or tubular steel with the exception of areas identified on the approved Concept Plan (Exhibit A) as “6’ Masonry Wall Adjacent to Single Family”. Fencing is to be owned and maintained by the individual lot owners whereas masonry walls are to be owned and maintained by the single-family development H.O.A. Side yard fences abutting and/or adjacent to open space/common area lots may be wood per Section b.3.B below and are to be owned and maintained by the individual lot owners.
- B. Fences constructed between residences can be wood. All wood fencing shall be at least six feet in height. Wood fencing shall be stained and sealed. Plastic and chain link fencing is prohibited.

b. SF-Z Single-Family Residence:

- 1. Minimum side yard, interior: 5 feet
- 2. Minimum rear yard setback: 20 feet
- 3. Maximum number of lots: 375
- 4. Fences:

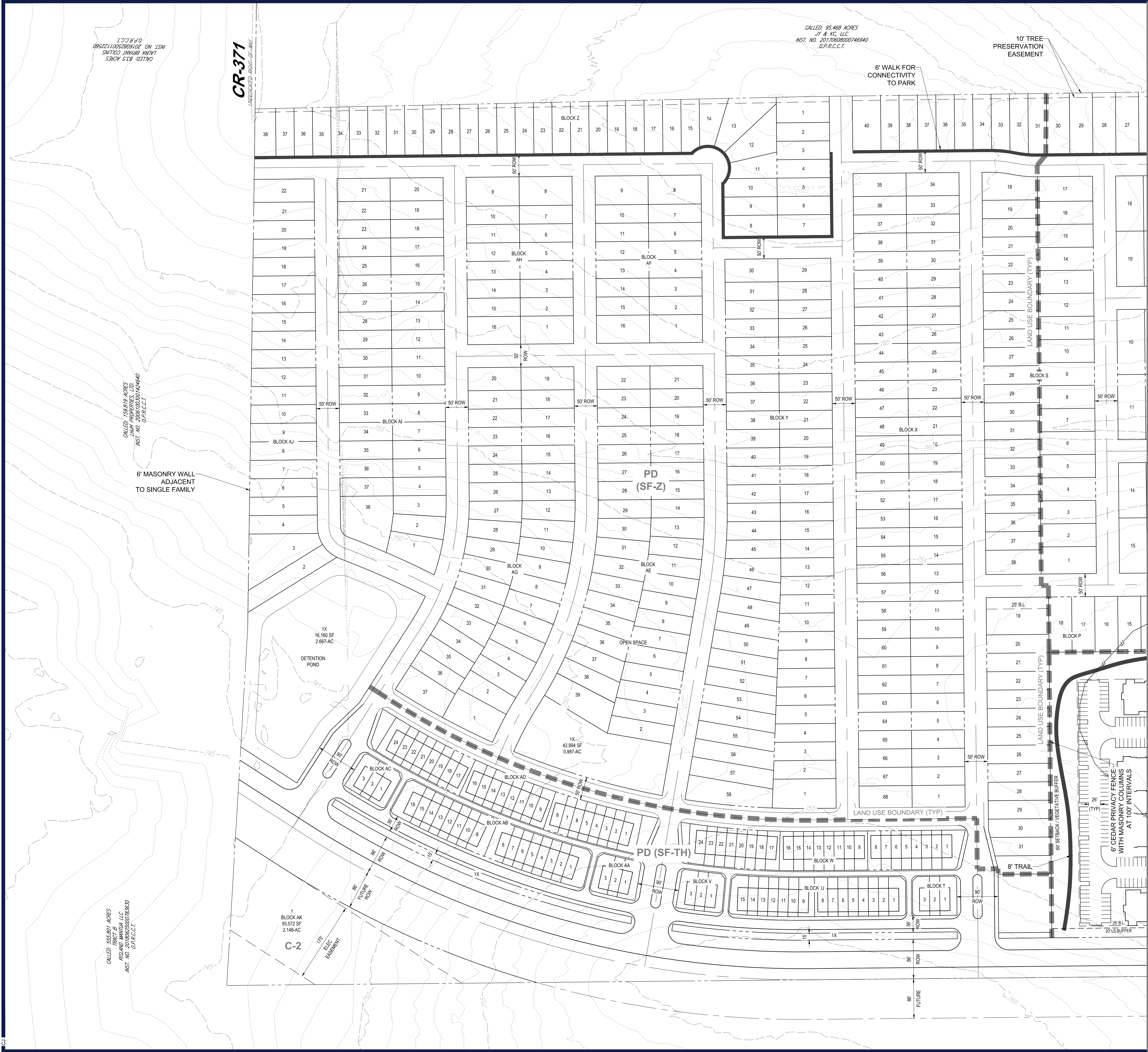
- A. The rear yard fences of any residential lot abutting and/or adjacent to an open space/common area lot must be ornamental metal fences, such as wrought iron or tubular steel. Said fencing to be owned and maintained by the individual lot owners. Side yard fences abutting and/or adjacent to open space/common area lots may be wood per Section d.3.B below and are to be owned and maintained by the individual lot owners.
- B. Fences constructed between residences can be wood. All wood fencing shall be at least six feet in height. Wood fencing shall be stained and sealed. Plastic and chain link fencing is prohibited.

e. SF-TH Townhome District

- 1. Maximum height: 45 feet (3-story)
- 2. Front yard: 20 feet / 10 feet if alley served
- 3. Minimum rear yard setback: 20 feet
- 4. Lot area: 1,760 per unit

5. Min. lot width: 22 feet
 6. Min. lot depth: 80 feet
 7. Maximum lot coverage: 65%
 8. Maximum number of lots: 95 lots
 9. Fences: Prohibited
- g. Park land and public/private facility dedication/construction: As part of the zoning request the applicant has agreed to the following as shown/identified on the Concept Plan (Exhibit A).
1. Dedication of two tracts of land for the purpose of Neighborhood Parks subject to review by the city's parks advisory board and approval by the City Council prior to Preliminary Plat approval.
 2. The construction of an 8' hike and bike trail.
 - a. The City of Anna will be responsible for maintain only those portions of the 8' hike and bike trail that are located within or within close proximity to the R.O.W. of Ferguson Parkway, Rosemond Parkway, and Throckmorton Boulevard.
 3. The construction of a 6' sidewalk connecting the SF-Z district to the Neighborhood Park to be constructed within the R.O.W as shown on the approved Concept Plan.
 4. Private amenity center to include a pool with splash pad in general conformance with the conceptual rendering shown on Exhibit B.
 5. Prior to final plat approval the applicant may enter into a Roadway, Water and Sewer Impact Fee Credit Agreement with the City of Anna. The impact fees from the development shall be used to fund capital improvements shown on the city's capital improvement plan needed to serve the development and surrounding areas.
- h. To prohibit indiscriminate clear cutting the applicant has agreed to preserve the existing tree line located on portions of the eastern and southern Planned Development boundaries. The existing tree lines shall be located within a 10' Tree Preservation Easement as identified on the Concept Plan (Exhibit A) and designated as a non-disturbance area in which no construction or tree removal will occur. Removal of any trees in these areas are subject to restriction under Sec.9.07.003 (Permit required; exceptions) of Article 9.07 (Tree Preservation) within the City of Anna Code of Ordinances.

- i. The developer shall meet with the City of Anna planning staff to identify vegetation/underlying brush not subject to preservation to be removed prior to recordation of the final plat for any area containing a tree preservation easement.





CONCEPT PLAN
THE WOODS AT LINDSEY PLACE
275,000 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
PART OF ELI WITT SURVEY, ABSTRACT NO. 997, BEING ALL
OF A CALLED 159.819 ACRE TRACT OF LAND DESCRIBED IN
A SPECIAL WARRANTY DEED TO LHJH PROPERTIES, LTD.,
RECORDED IN INSTRUMENT NO. 20061003001424600,
OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
(O.P.R.C.C.T.), BEING PART OF A CALLED 159.819 ACRE
TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY
DEED TO LHJH PROPERTIES, LTD., RECORDED IN
INSTRUMENT NO. 20061003001424640, (O.P.R.C.C.T.)
DATE SEPTEMBER 30, 2020



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

FOR CONCEPT
PURPOSES ONLY

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

PROJECT No.:	TD202021
DRAWN BY:	CRJ
CHECKED BY:	DOC
DATE:	10/27/2020
CAD I.D.:	CPA

PROJECT:

PROPOSED CONCEPT PLAN

FOR -

D·R·HORTON
America's Builder

THE WOODS AT LINDSEY PLACE

APPROXIMATELY 2040 COUNTY ROAD

COLLIN COUNTY
ANNA, TX 75409

BOHLER//

6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
E No. 18065 | TBPLS No. 1019

PLANS PREPARED BY

BOHLER //

FOR REVIEW PURPOSES ONLY

DEAN O. CAROWELL
LICENSE NUMBER: 11543

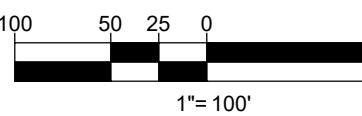
SHEET TITLE:

DETAIL CONCEPT PLAN

SHEET NUMBER

C-4





CONCEPT PLAN
THE WOODS AT LINSEY PLACE
275,000 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
PART OF ELI WITT SURVY, ABSTRACT NO. 997, BEING ALL
OF A CALLED 159,819 ACRE TRACT OF LAND DESCRIBED IN
A SPECIAL WARRANTY DEED TO LHJH PROPERTIES, LTD.,
RECORDED IN INSTRUMENT NO. 2006100300124640,
OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
(O.P.R.C.C.T.), BEING PART OF A CALLED 159,819 ACRE
TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY
DEED TO LHJH PROPERTIES, LTD., RECORDED IN
INSTRUMENT NO. 2006100300124640, (O.P.R.C.C.T.)
DATE SEPTEMBER 10, 2020



FOR CONCEPT
PURPOSES ONLY

PROJECT No.:	TD202021
DRAWN BY:	CRJ
CHECKED BY:	DOC
DATE:	10/27/2020
CAD I.D.:	CPA

PROPOSED CONCEPT PLAN

D·R·HORTON
America's Builder

BOHLER//

SHEET NUMBER



EXHIBIT B



- LEGEND**
- ① POOL
 - ② CLUBHOUSE BUILDING
 - ③ POOL DECK
 - ④ SHADE STRUCTURE
 - ⑤ PLAYGROUND
 - ⑥ CONCRETE SIDEWALK
 - ⑦ SEAT WALL
 - ⑧ RAISED PLANTER
 - ⑨ PARKING

CITY OF ANNA, TEXAS

(Property rezoned under this ordinance is generally located at the northwest corner and southwest corner of future Rosamond Parkway & future Ferguson Parkway)

ORDINANCE NO. _____

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

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

WHEREAS, the City has received a requested rezoning on Property described in Exhibit 1 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said zoning for Property generally located at the northwest corner and southwest corner of future Rosamond Parkway & future Ferguson Parkway is being rezoned from Agricultural District (AG) to Planned Development-C-1 Restricted Commercial/C-2 General Commercial District/MF-2 Multiple-Family Residential - High Density/SF-60 Single-Family Residence District/SF-Z Single-Family Residence District - Zero lot line homes/TF Two-Family Residential District (PD-C-1/C-2/MF-2/SF-60/SF-Z/TF) on 275.0± acres; and

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

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

Section 1. Recitals Incorporated

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

Section 2. Zoning Change

The Anna City Code of Ordinances (the "Anna Code") are hereby amended by changing the zoning to create a new zoning, as depicted in the Concept Plan on the attached Exhibit 2.

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of high-quality development along future Rosamond Parkway & future Ferguson Parkway. Within this District are permitted certain retail, service, office, and residential uses.

2. Definitions.

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

3. Development Standards.

Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the C-1 Restricted Commercial (C-1), C-2 General Commercial District (C-2), MF-2 Multiple-Family Residential - High Density (MF-2), SF-60 Single-Family Residence District (SF-60), SF-Z Single-Family Residence District - Zero lot line homes (SF-Z), TF Two-Family Residential District (TF), and the Planning and Development Regulations except as otherwise specified herein.

a. C-1 Restricted Commercial:

1. Additional Permitted Uses by-right:

- A. Child-care center
- B. Nursery school, kindergarten

2. Additional Prohibited Uses:

- A. Auto repair, minor
- B. Automobile service station
- C. Car wash
- D. Construction yard
- E. Electrical substation
- F. Gas Metering station
- G. Motorcycle sales and service
- H. Quick oil change facility

I. Quick tune-up facility

J. Tire Dealer

b. MF-2 Multiple-Family Residential - High Density

1. Maximum Height: 3 story / 50 feet

2. Maximum Number of Units: 600

3. Buffer: A 60-foot wide vegetative buffer shall be provided on the east and north sides of the district where adjacent to a single-family residential district. The natural tree line shall be preserved as a buffer and in areas where no trees exist, trees with a 3" minimum caliber shall be planted staggered at 25-foot centers with an undulating berm a minimum of three (3) feet in height up to six (6) feet in height. The 60-foot vegetative buffer shall count as the required "60-foot setback from the adjacent property line for buildings in excess of one story in height".

4. Screening Fence:

A. Fencing between single family lots and multi-family development shall consist of a 6' cedar fence with masonry columns at no less than 100-foot intervals. The fence shall be owned and maintained by the single-family development HOA.

B. Border screening on any perimeter not abutting a single-family lot shall be owned and maintained by the multi-family development and shall consist of either of the following:

i. Masonry border fence of not less than six feet in height; and/or

ii. An ornamental metal fence, such as wrought iron or tubular steel, with stone columns at 50-foot intervals along with a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers. The vegetative screen may be planted within any required landscape buffer.

5. Refuse facilities: Two (2) 30 cubic yard compactors will be provided for the development, one each for trash and recycle. Each refuse facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Solid metal gates of an equal height to the enclosure height must be provided on the truck collection side of the enclosure. Refuse containers shall be provided and maintained in a manner to satisfy public health and sanitary regulations. Each refuse facility shall be located so as to provide safe and convenient pickup by refuse collection guidelines.

6. A minimum 8' hike & bike trail shall be provided around the perimeter of the multi-family development in general conformance and as shown on Exhibit 2 (Concept Plan).
7. Parking: 1.5 off-street parking spaces shall be provided per unit. Required parking may not be provided within the required front yard. Other off-street parking space regulations are set forth in section 9.04.037.

c. SF-60 Single-Family Residence:

1. Minimum side yard, corner lot, setback: 10 feet
2. Minimum rear yard setback: 20 feet
3. Maximum lot coverage: 50%
4. Fences:
 - A. The rear yard fencing of any residential lot abutting and/or adjacent to an open space/common area lot must be ornamental metal fences, such as wrought iron or tubular steel. Said fencing is to be owned and maintained by the individual lot owners. single-family development H.O.A. Side yard fences abutting and/or adjacent to open space/common area lots may be wood per Section c.4.B below and are to be owned and maintained by the individual lot owners.
 - B. Fences constructed between residences can be wood. All wood fencing shall be at least six feet in height. Wood fencing shall be stained and sealed. Plastic and chain link fencing is prohibited.

d. SF-Z Single-Family Residence:

1. Minimum side yard, corner lot, setback: 10 feet
2. Minimum rear yard setback: 20 feet
3. Fences:
 - A. The rear yard fences of any residential lot abutting and/or adjacent to an open space/common area lot must be ornamental metal fences, such as wrought iron or tubular steel. Said fencing to be owned and maintained by the individual lot owners. Side yard fences abutting and/or adjacent to open space/common area lots may be wood per Section d.3.B below and are to be owned and maintained by the individual lot owners.
 - B. Fences constructed between residences can be wood. All wood fencing shall be at least six feet in height. Wood fencing shall be stained and sealed. Plastic and chain link fencing is prohibited.

- e. TF Two-Family Residence: Residences will be constructed such that two units will be sited on one duplex lot. As an example, a duplex lot being 60 feet in width, would have an A side and B side (e.g. Lot 1A and Lot 1B respectively) the center being the party wall between two residences (25-foot wide product on each side of the party wall).
 - 1. Minimum Side yard setback: 5 feet
 - 2. Minimum side yard, corner lot, setback: 10 feet
 - 3. Minimum rear yard setback: 20 feet
 - 4. Maximum lot coverage: 55%
 - 5. Fences:
 - A. The rear yard fences of any residential lot abutting and/or adjacent to an open space/common area lot must be ornamental metal fences, such as wrought iron or tubular steel. Said fencing to be owned and maintained by the individual lot owners. Side yard fences abutting and/or adjacent to open space/common area lots may be wood per Section e.5.B below and are to be owned and maintained by the individual lot owners.
 - B. Fences constructed between residences can be wood. All wood fencing shall be at least six feet in height. Wood fencing shall be stained and sealed. Plastic and chain link fencing is prohibited.
 - C. Fencing between single family lots and multi-family development shall consist of a 6' cedar fence with masonry columns at 100-foot intervals. The fence shall be owned and maintained by the single-family development HOA.
- f. To prohibit indiscriminate clear cutting the applicant has agreed to preserve the existing tree line located on portions of the eastern and northern property boundaries of the zoning requires. The existing tree line shall be located within a 10' tree preservation easement as identified on the Concept Plan (Exhibit 2) and designated as a non-disturbance area in which no construction or tree removal will occur. Removal of any trees in these areas are subject to restriction under Sec.9.07.003 (Permit required; exceptions) of Article 9.07 (Tree Preservation) within the City of Anna Code of Ordinances.

4. Park Land and Public/Private Facility Dedication/Construction

- a. As part of the zoning request the applicant has agreed to the following as shown on the Concept Plan (Exhibit 2):

1. Dedication of two tracts of land for the purpose of Neighborhood Parks subject to review by the city's parks advisory board and approval by the City Council prior to Preliminary Plat approval.
2. The construction of an 8' hike and bike trail.
 - a. The City of Anna will be responsible for maintain only those portions of the 8' hike and bike trail that are located within or within proximity to the R.O.W. of both Ferguson Parkway and Rosemond Parkway.
3. The construction of a 6' sidewalk connecting the SF-Z district to the Neighborhood Park to be constructed within the R.O.W.
4. Private amenity center to include a pool with splash pad in general conformance with the conceptual rendering shown on Exhibit 3.
5. Prior to final plat approval the applicant may enter into a Roadway, Water and Sewer Impact Fee Credit Agreement with the City of Anna. The impact fees from the development shall be used to fund capital improvements shown on the city's capital improvement plan needed to serve the development and surrounding areas.

Section 3. Official Zoning Map

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

Section 4. Savings, Repealing and Severability Clauses

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that

does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

Section 5. Penalty

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

Section 6. Publication of the Caption and Effective Date

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

PASSED by the City Council of the City of Anna, Texas this 27th day of October 2020.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT 1 - page 1 of 3

FIELD DESCRIPTION:

BEING a tract of land situated in the Town of Anna, Collin County, Texas, a part of Eli Witt Survey, Abstract No. 997, being all of a called 159.819 acre tract of land described in a Special Warranty Deed to LHJH Properties, Ltd., recorded in Instrument No. 20061003001424600, Official Public Records, Collin County, Texas (O.P.R.C.C.T), being part of a called 159.819 acre tract of land described in a Special Warranty Deed to LHJH Properties, Ltd., recorded in Instrument No. 20061003001424640, (O.P.R.C.C.T) and being more particularly described as follows:

BEGINNING at a five-eighths inch iron rod with yellow plastic cap that is illegible found at the southeast corner of said 159.819 acre tract of land (20061003001424600), said iron rod being at the northeast corner of a called 226.62 acre tract of land described in a Warranty Deed to QJR Partnership, Ltd. recorded in Volume 5106, Page 2380, O.P.R.C.C.T and said iron rod being in the west line of a called 50.00 acre tract of land described in a Special Warranty Deed to Kayasa Holdings, LLC, recorded in Instrument No. 201908007000946750, (O.P.R.C.C.T);

THENCE South 89 degrees 28 minutes 48 seconds West, a distance of 2,984.87 feet along the south line of said 159.819 acre tract of land (20061003001424600) and along the north line of said 226.62 acre tract of land to a one-half inch iron rod with yellow plastic cap stamped "BOHLER ENG" (hereinafter called "iron rod set") at the southwest corner of said 159.819 acre tract of land (20061003001424600), said iron rod being at the northwest corner of said 226.62 acre tract of land and said iron rod being in the east line of a called 17.863 acre tract of land described in a Special Warranty Deed to Anna 18, LLC, recorded in Instrument No. 20161020001423440, (O.P.R.C.C.T);

THENCE North 01 degrees 07 minutes 28 seconds West, a distance of 272.50 feet along the west line of said 159.819 acre tract of land (20061003001424600) and along the east line of said 17.863 acre tract of land to a one-half inch iron rod found at the northeast corner of said 17.863 acre tract of land and said iron rod being at the most southerly southeast corner of a called 555.801 acre tract of land, described as Tract B in a Special Warranty Deed to Risland Mantua, LLC, recorded in Instrument No. 20180625000783630, (O.P.R.C.C.T);

THENCE North 00 degrees 33 minutes 39 seconds West, a distance of 4,656.06 feet along the most southerly east line of said 555.801 acre tract of land to a one-half inch iron rod found at the most westerly northwest corner of said 159.819 acre tract of land (20061003001424640);

THENCE South 86 degrees 39 minutes 03 seconds East, a distance of 774.75 feet along the most westerly north line of said 159.819 acre tract of land (20061003001424640) and along a south line of said 555.801 acre tract of land to a one-half inch iron rod found for corner, from which a one-half inch iron rod found bears North 01 degrees 19 minutes 02 seconds West, a distance of 2.04 feet;

EXHIBIT 1 - page 2 of 3

THENCE South 89 degrees 10 minutes 24 seconds East, a distance of 1,018.92 feet over and across said 159.819 acre tract of land (20061003001424640) to a one-half inch iron rod set in the east line of said 159.819 acre tract of land (20061003001424640), said iron rod being at the southwest corner of a called 83.36 acre tract of land described in a Quit Claim Deed to Alta McClain, recorded in Volume 626, Page 141, (D.R.C.C.T) which is now listed in the Collin County Appraisal District records as being owned by Laura Collins to which no transfer of title either direct or indirect can be found in Collin County Deed Records;

THENCE South 89 degrees 16 minutes 53 seconds East, a distance of 111.06 feet along a north line of said 159.819 acre tract of land (20061003001424640) and along the south line of said 83.36 acre tract of land to a one-half inch iron rod set at the most easterly northeast corner of said 159.819 acre tract of land (20061003001424640), said iron rod being at the northwest corner of a called 95.468 acre tract of land described in a Warranty Deed to JY & KC, LLC, recorded in Instrument No. 20170608000746940, (O.P.R.C.C.T), from which a mag nail found at the northeast corner of said 95.468 acre tract of land bears South 89 degrees 16 minutes 24 seconds East, a distance of 1,497.23 feet and South 88 degrees 45 minutes 18 seconds East, a distance of 189.34 feet, said iron rod being in or near the centerline of County Road No. 371;

THENCE along the east line of said 159.819 acre tract of land (20061003001424640) and along the west line of said 95.468 acre tract of land as follows:

South 01 degrees 16 minutes 44 seconds East, a distance of 1,185.56 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 00 degrees 47 minutes 08 seconds East, a distance of 1,100.00 feet to a one-half inch iron rod set at the most westerly southwest corner of said 95.468 acre tract of land;

THENCE North 88 degrees 32 minutes 52 seconds East, a distance of 966.83 feet along a north line of said 159.819 acre tract of land (20061003001424640) and along the most westerly south line of said 95.468 acre tract of land to a one-half inch iron rod with yellow cap stamped "JBI" found at the most easterly northeast corner of said 159.819 acre tract of land (20061003001424640);

THENCE South 00 degrees 44 minutes 46 seconds East, a distance of 210.76 feet along the most southerly west line of said 95.468 acre tract of land to a one-half inch iron rod found at the southeast corner of said 159.819 acre tract of land (20061003001424640), said iron rod being at the northeast corner of said 159.819 acre tract of land (20061003001424600);

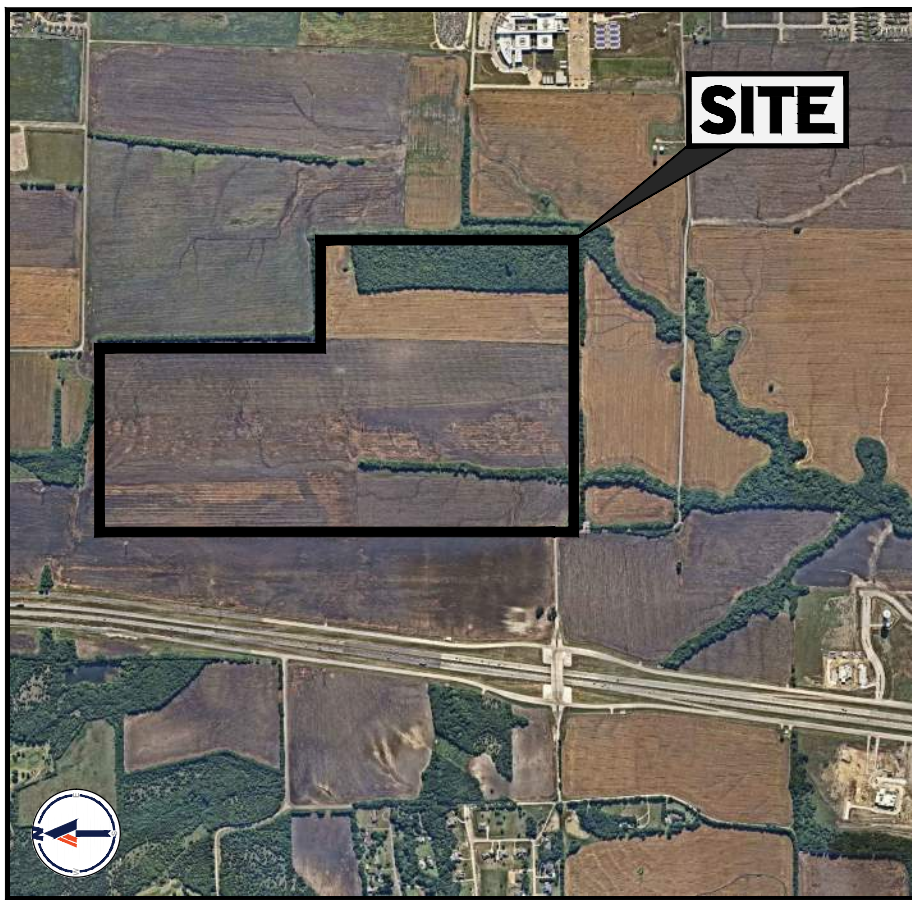
THENCE along the east line of said 159.819 acre tract of land (20061003001424600) as follows:

EXHIBIT 1 - page 3 of 3

South 00 degrees 31 minutes 53 seconds East, passing at a distance of 555.09 feet a one-half inch iron rod with cap stamped "3700" found at the most southerly southwest corner of said 95.468 acre tract of land, continuing in all a distance of 1,241.10 feet to a one-half inch iron rod with yellow cap stamped "JBI" found for corner;

South 72 degrees 46 minutes 12 seconds East, a distance of 140.70 feet to a one-half inch iron rod with yellow cap that is illegible found at the northwest corner of a called 59.534 acre tract of land described Warranty Deed to Jonic Investments, LLC, recorded in Instrument No. 20150605000666010, (O.P.R.C.C.T);

South 01 degrees 14 minutes 22 seconds West, a distance of 1,112.98 feet to the **POINT OF BEGINNING** and containing 11,978,895 square feet or 275.00 acres.



VICINITY MAP
N.T.S.

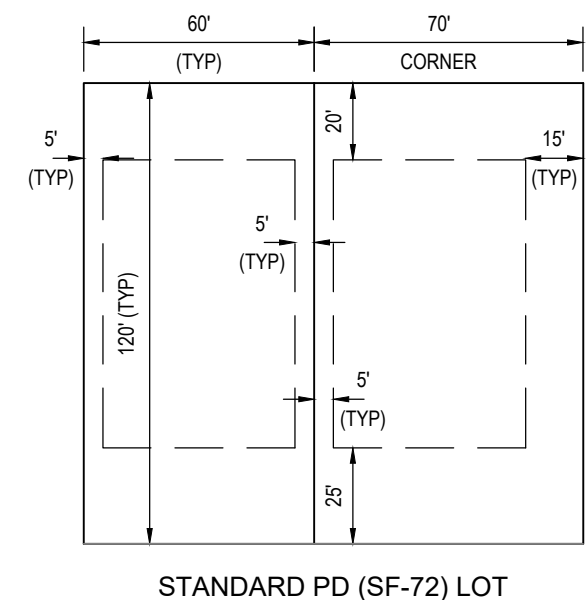
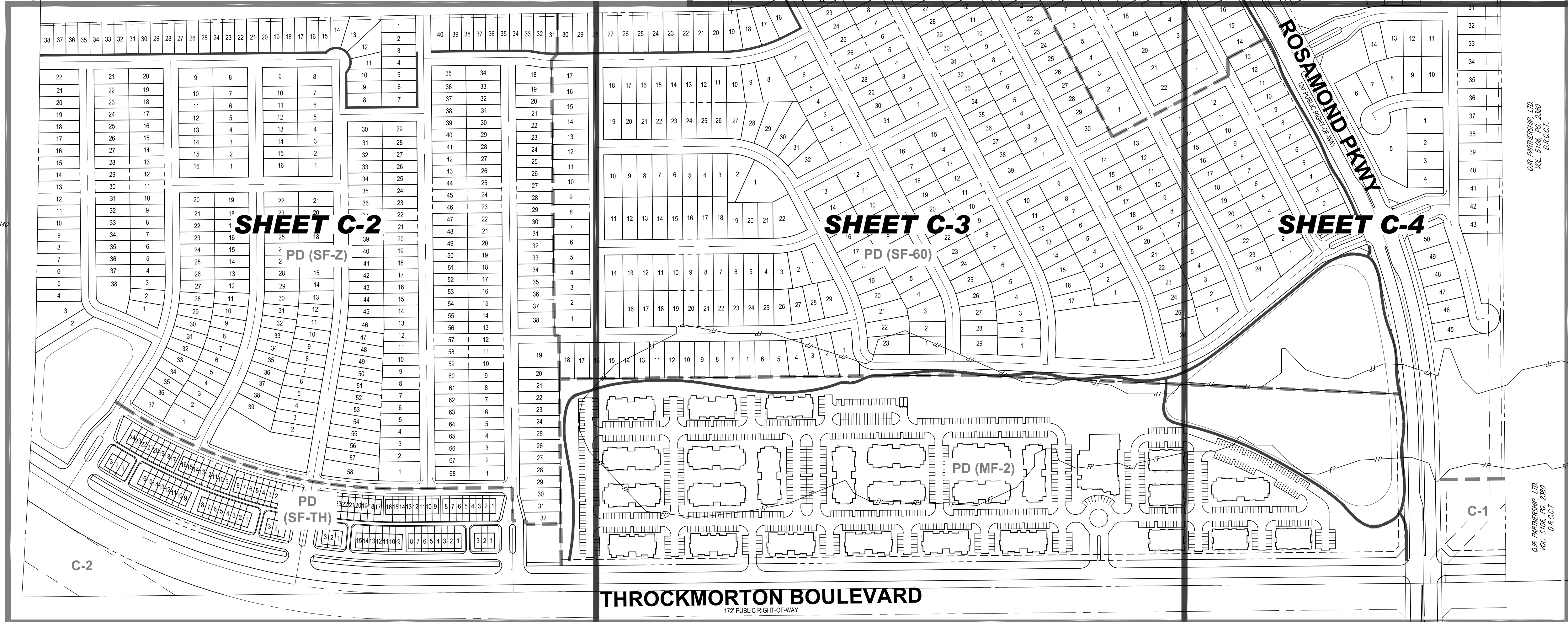
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LAURA BRYANT COLLINS
INST. NO. 2016082500112260
O.P.R.C.C.T.

CR-37
UNDEVELOPED
RIGHT-OF-WAY

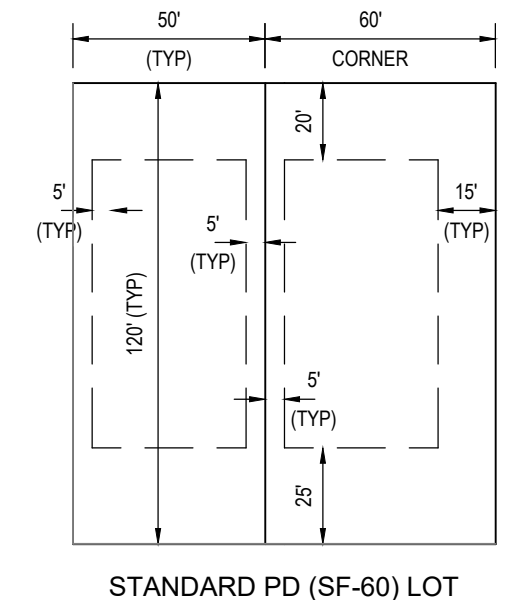
CALL: 95.468 ACRES
JY & KC, LLC
INST. NO. 20170608000746940
O.P.R.C.C.T.

CALL: 159.819 ACRES
LJH PROPERTIES, LTD.
INST. NO. 2006100300142460
O.P.R.C.C.T.

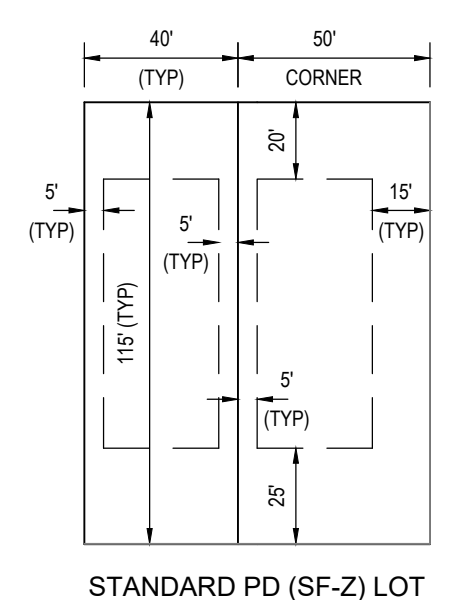
CALL: 555.801 ACRES
TRACT B
RISLAND MANTRA LLC
INST. NO. 20160625000783630
O.P.R.C.C.T.



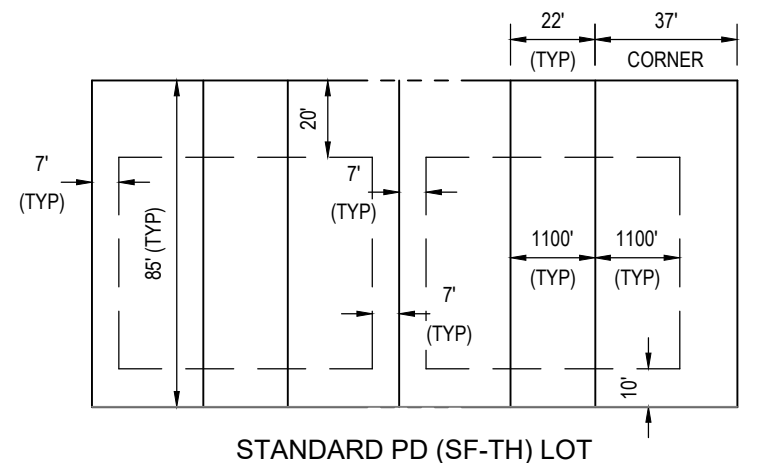
STANDARD PD (SF-72) LOT



STANDARD PD (SF-60) LOT



STANDARD PD (SF-Z) LOT



STANDARD PD (SF-TH) LOT

USE TABULATION		
ZONE	AREA	%
SF-72	32.640	11.9
SF-60	82.028	29.8
SF-Z	59.951	21.8
SF-TH	8.559	3.1
MF-2	38.567	14.0
C-1	1.055	0.4
C-2	2.496	0.9
PARK	21.809	7.9
MISC.	27.895	10.1
	275.00	

RESIDENTIAL TABULATION		
ZONE	COUNT	%
SF-72	105	6.8
SF-60	371	24.1
SF-Z	375	24.3
SF-TH	91	5.9
MF-2	26 (600)	38.9
	1542	

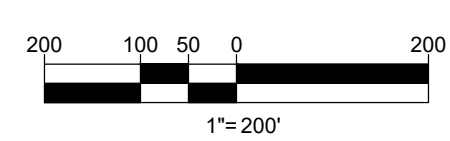
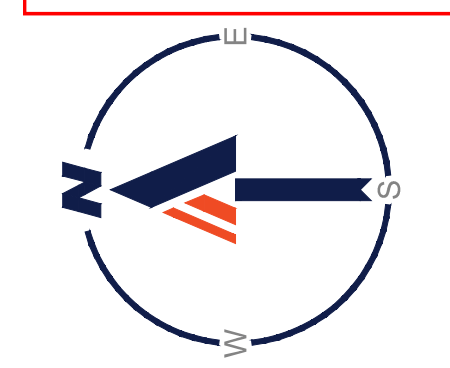


EXHIBIT 2

APPROVED
November 2, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
NOVEMBER 10, 2020
CITY COUNCIL
CITY OF ANNA

CONCEPT PLAN
THE WOODS AT LINDSEY PLACE
275.000 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
PART OF ELLIOTT SURVEY, ABSTRACT NO. 997, BEING ALL
OF A CALLED 159.819 ACRE TRACT OF LAND DESCRIBED IN
A SPECIAL WARRANTY DEED TO LJH PROPERTIES, LTD.,
RECORDED IN INSTRUMENT NO. 200610030142460,
OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
(O.P.R.C.C.T.), BEING PART OF A CALLED 159.819 ACRE
TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY
DEED TO LJH PROPERTIES, LTD., RECORDED IN
INSTRUMENT NO. 200610030142460, (O.P.R.C.C.T.)
DATE SEPTEMBER 10, 2020

OWNER:
LJH PROPERTIES, LTD.
PO BOX 122
ANNA, TX
PHONE: 972-924-3542
CONTACT: RUSSELL HARLOW

APPLICANT:
DR HORTON LAND COMPANY
4306 MILLER ROAD
ROWLETT, TX 75080
PHONE: 214-607-4244
CONTACT: DAVID BOOTH

ENGINEER:
BOHLER
6017 MAIN STREET
FRISCO, TX 75034
PHONE: (469) 458-7300
CONTACT: DEAN CARDWELL

BOHLER

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

REVISIONS				
REV	DATE	COMMENT	DRAWN BY	CHECKED BY

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PURPOSES ONLY

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PROJECT NO.: TD202021
DRAWN BY: CRJ
CHECKED BY: DOC
DATE: 10/27/2020
CAD ID: CPA

PROJECT:
**PROPOSED
CONCEPT PLAN**
FOR

D.R. HORTON
America's Builder

THE WOODS AT LINDSEY PLACE
APPROXIMATELY 2040 COUNTY ROAD
370
COLLIN COUNTY
ANNA, TX 75409

BOHLER

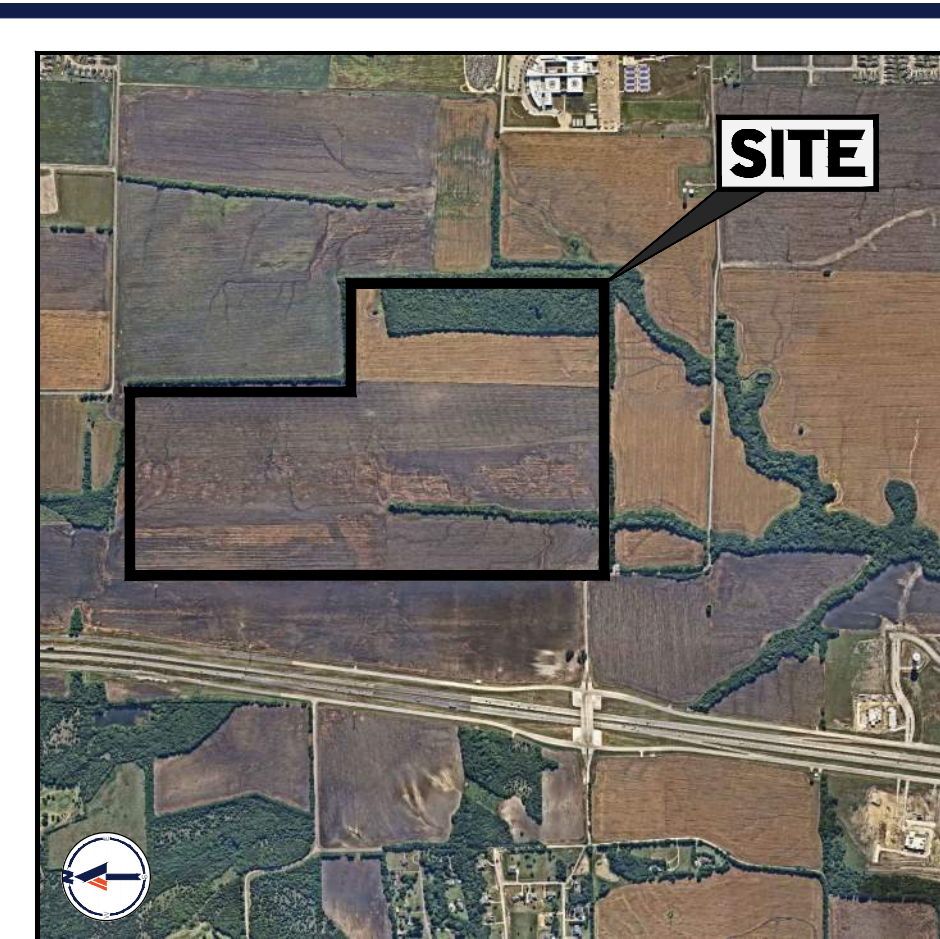
6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

PLANS PREPARED BY
BOHLER
FOR REVIEW PURPOSES ONLY
DEAN G. CARDWELL
LICENSE NUMBER 115432

SHEET TITLE:

**OVERALL
CONCEPT PLAN**

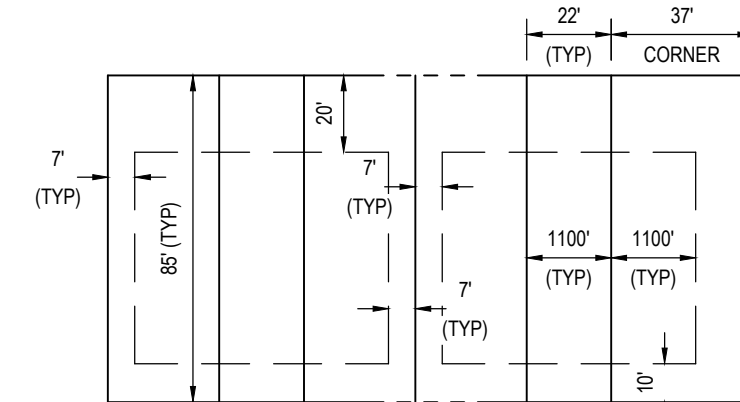
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C-1



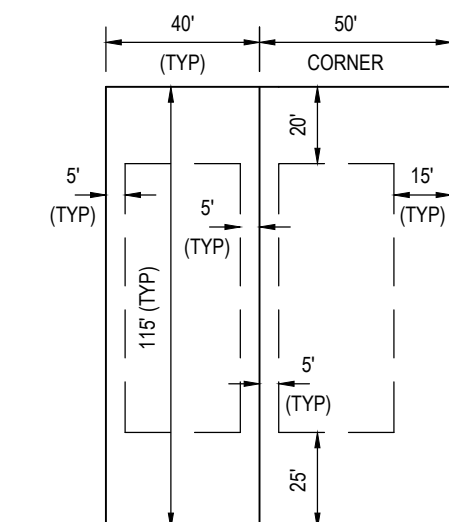
VICINITY MAP

N.T.S.

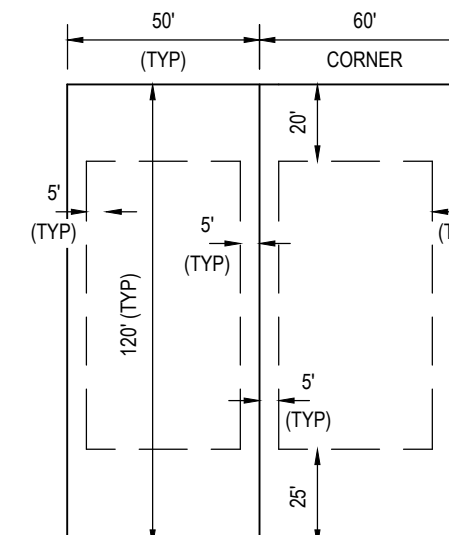
USE TABULATION			RESIDENTIAL TABULATION		
ZONE	AREA	%	ZONE	COUNT	%
SF-72	32,640	11.9	SF-72	105	6.8
SF-60	82,028	29.8	SF-60	371	24.1
SF-71	59,951	21.8	SF-71	375	24.3
MF-2	9,559	3.1	MF-2	91	5.9
MF-2	38,567	14.0	MF-2H	26 (600)	38.9
C-1	1,055	0.4		1542	
C-2	2,496	0.9			
PARK	21,809	7.9			
MISC.	27,895	10.1			
	275.00				



STANDARD PD (SF-TH) LOT



STANDARD PD (SF-Z) LOT



STANDARD PD (SF-60) LOT

APPROVED
November 2, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
NOVEMBER 10, 2020
CITY COUNCIL
CITY OF ANNA

<u>OWNER:</u> LHJH PROPERTIES, LTD PO BOX 122 ANNA, TX PHONE: 972-924-3542 CONTACT: RUSSELL HARLOW	<u>APPLICANT:</u> DR HORTON LAND COMPANY 4306 MILLER ROAD ROWLETT, TX 75088 PHONE: 214-607-4244 CONTACT: DAVID BOOTH	<u>ENGINEER:</u> BOHLER 6017 MAIN STREET FRISCO, TX 75034 PHONE: (469) 458-7300 CONTACT: DEAN CARDWELL
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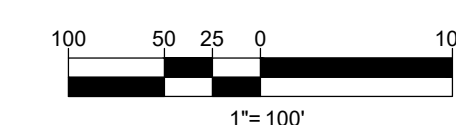


EXHIBIT 2

CONCEPT PLAN
THE WOODS AT LINDSEY PLACE
275.000 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
PART OF ELY WITT SURVEY, ABSTRACT NO. 997, BEING ALL
OF A CALLED 159.819 ACRES TRACT OF LAND DESCRIBED IN
A SPECIAL WARRANTY DEED TO LHJH PROPERTIES, LTD.,
RECORDED IN INSTRUMENT NO. 20061003001424600,
OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS,
(O.P.R.C.C.T.), BEING PART OF A CALLED 159.819 ACRES
TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY
DEED TO LHJH PROPERTIES, LTD., RECORDED IN
INSTRUMENT NO. 20061003001424640, (O.P.R.C.C.T.)
DATE SEPTEMBER 10, 2020

BOHLERTM

REVISIONS

[illegible]

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REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION
DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	TD202021
DRAWN BY:	CRJ
CHECKED BY:	DOC
DATE:	10/27/2020
CAD I.D.:	CPA

PROJECT:

PROPOSED CONCEPT PLAN

— FOR —

D·R·HORTON
America's Builder

THE WOODS AT LINDSEY PLACE

APPROXIMATELY 2040 COUNTY ROAD

370
COLLIN COUNTY

ANNA, TX 75409

BOHLER //

6017 MAIN STREET

FRISCO, TX 75034

Phone: (469) 458-7300
TY@BohlerEng.com

TBPE No. 18065 | TBPLS No. 1019441

PLANS PREPARED BY

BOHLER //

FOR REVIEW PURPOSES ONLY

DEAN O. CARDWELL
LICENSE NUMBER: 11543

SHEET TITLE:

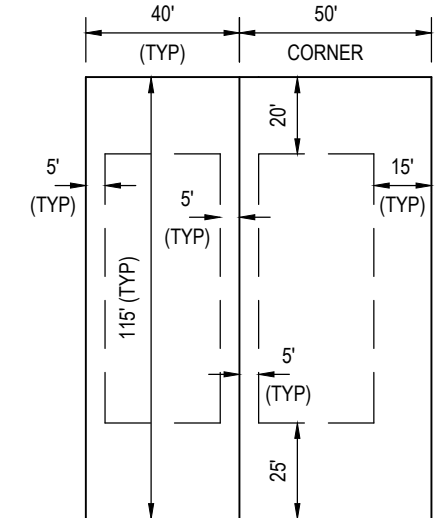
DETAIL CONCEPT PLAN

SHEET NUMBER

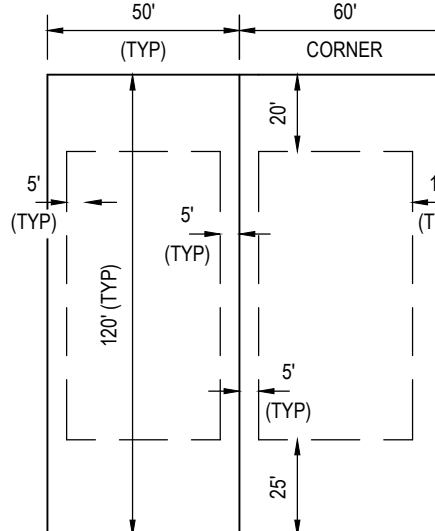
C-2



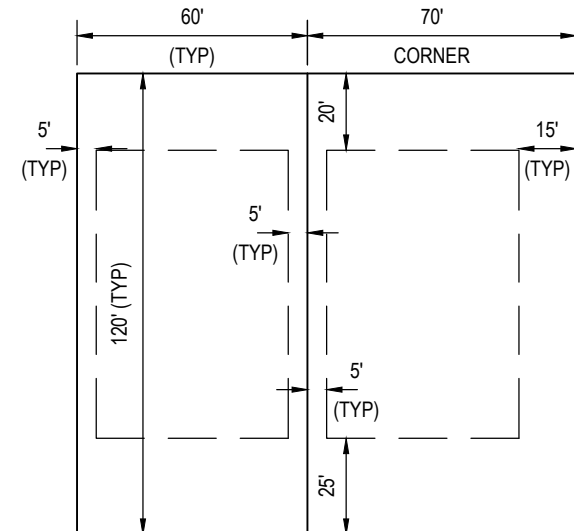
USE TABULATION			RESIDENTIAL TABULATION		
ZONE	AREA	%	ZONE	COUNT	%
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SF-60	82,028	29.8	SF-60	371	24.1
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C-2	2,496	0.9			
PARK	21,809	7.9			
MISC.	27,895	10.1			
	275.00				



STANDARD PD (SF-Z) LOT



STANDARD PD (SF-60) LOT

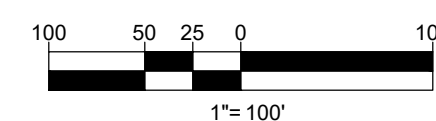


STANDARD PD (SF-72) LOT

APPROVED
November 2, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
NOVEMBER 10, 2020
CITY COUNCIL
CITY OF ANNA

<u>OWNER:</u>	<u>APPLICANT:</u>	<u>ENGINEER:</u>
LHJH PROPERTIES, LTD	DR HORTON LAND COMPANY	BOHLER
PO BOX 122	4306 MILLER ROAD	6017 MAIN STREET
ANNA, TX	ROWLETT, TX 75088	FRISCO, TX 75034
PHONE: 972-924-3542	PHONE: 214-607-4244	PHONE: (469) 458-7300
CONTACT: RUSSELL HARLOW	CONTACT: DAVID BOOTH	CONTACT: DEAN CARDWELL



CONCEPT PLAN
THE WOODS AT LINSEY PLACE
275,000 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
PART OF EL WITT SURVY, ABSTRACT NO. 997, BEING ALL
OF A CALLED 1959.19 ACRE TRACT OF LAND DESCRIBED IN
A SPECIAL WARRANTY DEED TO LHJH PROPERTIES, LTD.,
RECORDED IN INSTRUMENT NO. 20061003001424600,
OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
(O.P.R.C.C.T.), BEING PART OF A CALLED 1959.819 ACRE
TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY
DEED TO LHJH PROPERTIES, LTD., RECORDED IN
INSTRUMENT NO. 20061003001424600, (O.P.R.C.C.T.)
DATE SEPTEMBER 10, 2020

REVISIONS

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THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY
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DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	TD202021
DRAWN BY:	CRJ
CHECKED BY:	DOC
DATE:	10/27/2020
CAD I.D.:	CPA

PROJECT:

PROPOSED CONCEPT PLAN

- FOR -



THE WOODS AT LINDSEY PLACE

APPROXIMATELY 2040 COUNTY ROAD
370
COLLIN COUNTY
ANNA, TX 75409



6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
BPE No. 18065 | TBPLS No. 10194

PLANS PREPARED BY



LICENSE NUMBER: 11543

SHEET TITLE:

DETAIL CONCEPT PLAN

SHEET NUMBER

C-3



Figure 1: Typical Section of a 120-Inch Diameter Tunnel. The diagram shows a cross-section of a tunnel with a total diameter of 120 inches. The tunnel is divided into two main sections: a 50-inch wide section on the left and a 60-inch wide section on the right, labeled 'CORNER'. The 50-inch section has a 5-inch thick wall on the left and a 5-inch thick wall on the right. The 60-inch section has a 20-inch thick wall on the left and a 15-inch thick wall on the right. The bottom of the tunnel is 25 inches thick. The total width of the tunnel is 120 inches, with a 5-inch gap between the two main sections. The walls are labeled '(TYP)' for typical.



CONCEPT PLAN
THE WOODS AT LINDSEY PLACE
275,000 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
PART OF ELI WITT SURVEY, ABSTRACT NO. 997, BEING ALL
OF A CALLED 159.819 ACRE TRACT OF LAND DESCRIBED IN
A SPECIAL WARRANTY DEED TO LHJH PROPERTIES, LTD.,
RECORDED IN INSTRUMENT NO. 2006100300124260,
OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
(O.P.R.C.C.T.), BEING PART OF A CALLED 159.819 ACRE
TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY
DEED TO LHJH PROPERTIES, LTD., RECORDED IN
INSTRUMENT NO. 2006100300124260, (O.P.R.C.C.T.)
DATE SEPTEMBER 10, 2020

REVISIONS



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PROJECT No.:	TD202021
DRAWN BY:	CRJ
CHECKED BY:	DOC
DATE:	10/27/2020
CAD I.D.:	CPA

PROJECT:

PROPOSED CONCEPT PLAN

- FOR -

D·R·HORTON
America's Builder

THE WOODS AT LINDSEY PLACE

APPROXIMATELY 2040 COUNTY ROAD
370
COLLIN COUNTY
ANNA, TX 75409

BOHLER //

6017 MAIN STREET
FRISCO, TX 75034
Phone: (469) 458-7300
TX@BohlerEng.com
TBPE No. 18065 | TBPLS No. 10194413

PLANS PREPARED BY

BOHLER //

FOR REVIEW PURPOSES ONLY

SHEET TITLE:

DETAIL CONCEPT PLAN

SHEET NUMBER

C-4



ZONE	COUNT	%
SF-72	105	6.8
SF-60	371	24.1
SF-Z	375	24.3
SF-TH	91	5.9
MF-2	26 (600)	38.9
	1542	

CONCEPT PLAN
THE WOODS AT LINDSEY PLACE
275,000 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
PART OF ELI WITT SURVEY, ABSTRACT NO. 997, BEING ALL
OF A CALLED 159.819 ACRE TRACT OF LAND DESCRIBED IN
A SPECIAL WARRANTY DEED TO LHJH PROPERTIES, LTD.,
RECORDED IN INSTRUMENT NO. 2006100300142660,
OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
(O.P.R.C.C.T.), BEING PART OF A CALLED 159.819 ACRE
TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY
DEED TO LHJH PROPERTIES, LTD., RECORDED IN
INSTRUMENT NO. 20061003001426460, (O.P.R.C.C.T.)
DATE SEPTEMBER 10, 2020

C-5



EXHIBIT 3



- LEGEND**
- ① POOL
 - ② CLUBHOUSE BUILDING
 - ③ POOL DECK
 - ④ SHADE STRUCTURE
 - ⑤ PLAYGROUND
 - ⑥ CONCRETE SIDEWALK
 - ⑦ SEAT WALL
 - ⑧ RAISED PLANTER
 - ⑨ PARKING



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action On A Resolution Setting A Public Hearing Under Sec. 372.009 Of The Texas Local Government Code On The Advisability Of The Dissolution Of A Public Improvement District And Improvements Within The Extraterritorial Jurisdiction Of The City.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Resolution Setting Dissolution Hearing Sherley Tract PID C19001D20201103CR2
2. 202011 Dissolution of Sherley PID

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 11/6/2020
Final Approval - 11/6/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

WHEREAS, on September 22, 2020, the City Council of the City (the “City Council”), after public hearing, authorized the creation of the Sherley Tract Public Improvement District (the “District”) pursuant to Resolution No. 2020-09-798, which District is described by metes and bounds and depicted on **Exhibit A**; and

WHEREAS, on October 20, 2020, MM Anna 325, LLC, a Texas limited liability company, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitutes more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the “Petitioner”), within the ETJ of the City, submitted and filed with the City Secretary of Anna (the “City Secretary”) a certain Petition for the Dissolution of a Public Improvement District Within the Extraterritorial Jurisdiction of the City of Anna, Texas for the Sherley Tract Public Improvement District (“Petition”), attached as **Exhibit B**, requesting the dissolution of the District; and

WHEREAS, the Act further requires that prior to the adoption of the resolution dissolving the District, the City Council must hold a public hearing on the advisability of dissolving the District in the same manner as a public hearing under Section 372.009 of the Act; and

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

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

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

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

WHEREAS, the City Council has determined to hold a public hearing on *December 8, 2020* on the dissolution of the District; and

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

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

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

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

Section 3: That a public hearing is hereby called for *December 8, 2020, at 6:30 p.m. at Sue Rattan Elementary School, 1221 S Ferguson Pkwy, Anna, TX 75409 or other location as designated by the City and issued pursuant to the form of the Notice attached as Exhibit C*, for the purpose of hearing public testimony with respect to the advisability of dissolving the District.

Section 4: At such time and place the City Council will hear testimony regarding the dissolution of the District and the City Council may, within its sole discretion, consider the adoption of a resolution dissolving the District.

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

Section 6: Attached hereto as **Exhibit C** is a form of the Notice of Public Hearing (the "Notice") the form and substance of which is hereby adopted and approved; provided that the location and time is subject to change as designated by the City.

Section 7: Attached hereto as **Exhibit A** is a legal description of the approximately 290.877 acres of property comprising the District.

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

all landowners within the boundaries of the District as required by law. The City Secretary shall provide Notice on or before *November 20, 2020*, which is before the 15th day before the *December 8, 2020* hearing.

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

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

PASSED AND APPROVED ON THIS *10TH DAY OF NOVEMBER 2020*.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT A

Metes and Bounds and Depiction of District

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

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

THENCE S 01°39'27"E, 46.23 feet;

THENCE S 00°07'45"W, 239.62 feet;

THENCE S 00°02'54"E, 240.98 feet;

THENCE S 00°16'10"W, 240.11 feet;

THENCE S 00°05'15"W, 193.73 feet;

THENCE S 00°09'49"W, 159.37 feet;

THENCE S 03°07'30"W, 136.17 feet;

THENCE S 00°10'28"W, 117.40 feet;

THENCE S 89°51'18"E, 18.32 feet;

THENCE N 55°45'18"E, 13.27 feet;

THENCE N 29°20'54"E, 61.95 feet;

THENCE N 82°59'12"E, 29.11 feet;

THENCE S 76°48'02"E, 38.97 feet;

THENCE N 81°31'02"E, 42.52 feet;

THENCE N 64°56'10"E, 12.15 feet;

THENCE S 30°32'08"E, 25.22 feet;

THENCE S 00°14'15"W, 13.28 feet;

THENCE S 32°18'58"E, 21.36 feet;

THENCE S 78°07'20"E, 14.66 feet;

THENCE N 10°26'29"E, 17.31 feet;

THENCE N 53°35'10"E, 21.88 feet;

THENCE N 78°49'58"E, 15.44 feet;

THENCE S 57°06'59"E, 24.14 feet;

THENCE S 41°22'42"E, 62.38 feet;

THENCE S 01°13'29"E, 28.82 feet;

THENCE S 00°45'46"W, 119.18 feet;

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

THENCE N 89°49'51"E, 933.16 feet;

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

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

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

THENCE S 35°08'19"W, 286.03 feet;

THENCE S 06°06'41"W, 811.64 feet;

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

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

THENCE S 89°09'27"W, 794.06 feet;

THENCE S 89°39'13"W, 1753.66 feet;

THENCE S 89°55'39"W, 746.70 feet;

THENCE S 89°51'39"W, 315.81 feet;

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

Payne tract;

THENCE N 20°10'35"E, 140.94 feet;

THENCE N 55°00'59"E, 55.72 feet;

THENCE N 65°08'55"E, 164.54 feet;

THENCE N 24°07'01"E, 75.15 feet;

THENCE N 08°28'12"E, 68.74 feet;

THENCE N 18°33'24"E, 30.27 feet;

THENCE N 39°07'19"E, 204.32 feet;

THENCE N 15°58'26"E, 96.33 feet;

THENCE N 51°42'39"E, 216.49 feet;

THENCE N 10°14'20"E, 39.18 feet;

THENCE N 16°20'38"W, 43.77 feet;

THENCE N 25°38'17"W, 56.21 feet;

THENCE N 30°23'51"W, 42.71 feet;

THENCE N 30°57'56"W, 141.18 feet;

THENCE N 22°04'56"W, 112.22 feet;

THENCE N 08°32'18"W, 237.53 feet;

THENCE N 21°21'56"W, 73.37 feet;

THENCE N 12°45'32"W, 39.65 feet;

THENCE N 04°05'51"E, 114.57 feet;

THENCE N 05°37'47"E, 102.03 feet;

THENCE N 20°12'50"E, 61.91 feet;

THENCE N 15°56'54"E, 37.72 feet;

THENCE N 10°49'32"E, 87.03 feet;

THENCE N 23°29'01"E, 238.46 feet;

THENCE N 60°08'36"E, 217.24 feet;

THENCE N 40°36'12"E, 97.96 feet;

THENCE N 22°54'02"E, 117.90 feet;

THENCE N 54°18'35"E, 58.08 feet;

THENCE N 42°30'22"E, 62.53 feet;

THENCE N 22°13'30"E, 121.36 feet;

THENCE N 31°23'35"E, 106.80 feet;

THENCE N 24°37'01"E, 76.66 feet;

THENCE N 08°41'50"W, 134.21 feet;

THENCE N 30°06'30"E, 75.08 feet;

THENCE N 66°06'02"E, 55.48 feet;

THENCE N 52°19'07"E, 141.40 feet;

THENCE N 18°14'45"E, 95.78 feet;

THENCE N 43°56'12"E, 420.59 feet;

THENCE N 28°03'26"E, 46.51 feet;

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

THENCE N 89°36'40"E, 276.78 feet;

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

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

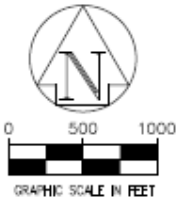
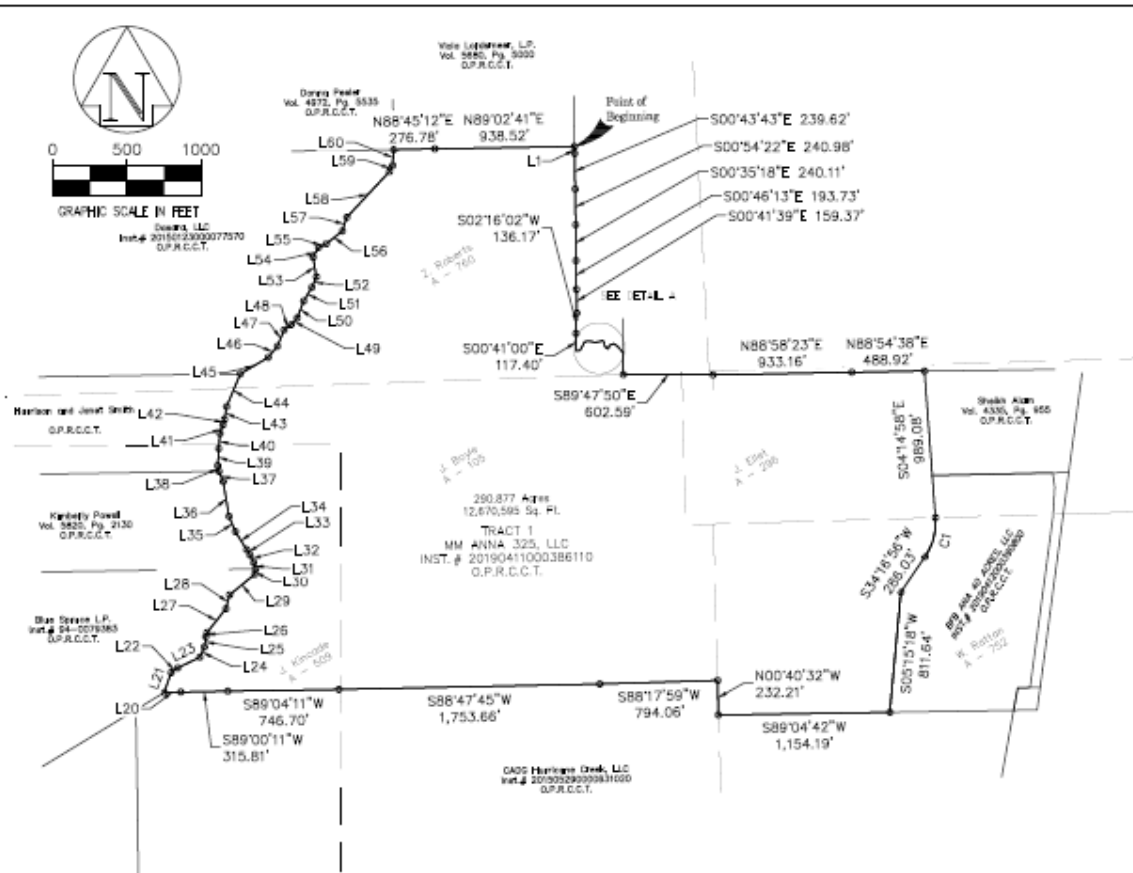
THELIS Form Reg No. 10194HES

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DWG NAME: J:\JOB\EN18001_SHELEY_325_AC\MASTER (DEV)_SURVEY\EXHIBITS\EN18001_Ex4_A1.DWG

PLOT DATE: 8/10/2020



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

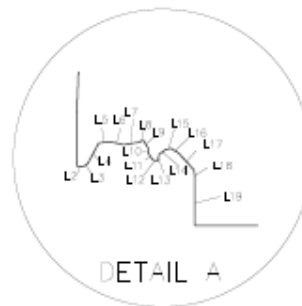


EXHIBIT A-3 "PID PROPERTY" 290.877 ACRES

JOB #: CEN18001	DRAWN BY: MYOST	CHECKED BY: SRAMSEY	DATE: 11/26/2019	PAGE #: 1 OF 1
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EXHIBIT B

Petition for the Dissolution of the District

EXHIBIT C

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

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

Time and Place of the Hearing. The public hearing will start at 6:30 p.m. on December 8, 2020 at Sue Rattan Elementary School, 1221 S Ferguson Pkwy, Anna, TX 75409.

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

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

Proposed District Boundaries. The District includes approximately 290.877 acres of land generally located west of U.S. Highway 75 and north of Roseway Street, located within the extraterritorial jurisdiction of the City and as more particularly described by a metes and bounds description available at Anna City Hall located 111 N. Parkway, Anna, Texas 75409 and available for public inspection.

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

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

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

**PETITION FOR THE DISSOLUTION OF A PUBLIC IMPROVEMENT DISTRICT
WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANNA,
TEXAS FOR THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT**

This petition ("Petition") is submitted and filed with the City Secretary of the City of Anna, Texas ("City"), by MM Anna 325, LLC (the "Petitioner"), the owner of a majority of approximately 290.877 acres of real property located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City dissolve the Sherley Tract Public Improvement District (the "District"), that included property located within the extraterritorial jurisdiction of the City (the "Property"), more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B**. In support of this Petition, the Petitioner would present the following:

Section 1. Boundaries of the District. The District created includes the Property.

Section 2. The Petitioner Requests Dissolution of the District. The person(s) signing this Petition request(s) the dissolution of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition.

Section 3. Landowner(s). This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment in the District, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment in the District who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment in the District; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment in the District.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the dissolution of the District by the City Council of the City as herein provided. The undersigned requests that the City Council of the City call a public hearing on the advisability of dissolving the District, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioners may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this the 20th day of October, 2020.

[Signature pages to follow]

RECEIVED

OCT 20 2020

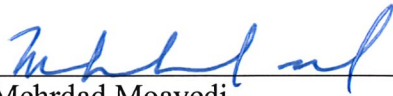
CITY OF ANNA

PETITIONER:

MM Anna 325, LLC,
a Texas limited liability company

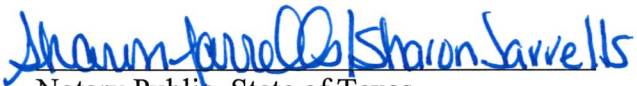
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20th day of October, 2020 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Anna 325, LLC, a Texas limited liability company on behalf of said company.


Notary Public, State of Texas

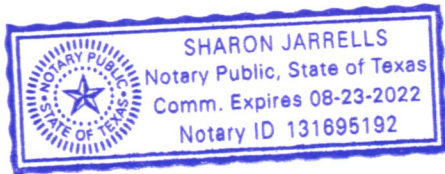


EXHIBIT A

Metes and Bounds Description

Approximately 290.877 Acres

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

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

THENCE S 01°39'27"E, 46.23 feet;

THENCE S 00°07'45"W, 239.62 feet;

THENCE S 00°02'54"E, 240.98 feet;

THENCE S 00°16'10"W, 240.11 feet;

THENCE S 00°05'15"W, 193.73 feet;

THENCE S 00°09'49"W, 159.37 feet;

THENCE S 03°07'30"W, 136.17 feet;

THENCE S 00°10'28"W, 117.40 feet;

THENCE S 89°51'18"E, 18.32 feet;

THENCE N 55°45'18"E, 13.27 feet;

THENCE N 29°20'54"E, 61.95 feet;

THENCE N 82°59'12"E, 29.11 feet;

THENCE S 76°48'02"E, 38.97 feet;

THENCE N 81°31'02"E, 42.52 feet;

THENCE N 64°56'10"E, 12.15 feet;

THENCE S 30°32'08"E, 25.22 feet;

THENCE S 00°14'15"W, 13.28 feet;

THENCE S 32°18'58"E, 21.36 feet;

THENCE S 78°07'20"E, 14.66 feet;

THENCE N 10°26'29"E, 17.31 feet;

THENCE N 53°35'10"E, 21.88 feet;

THENCE N 78°49'58"E, 15.44 feet;

THENCE S 57°06'59"E, 24.14 feet;

THENCE S 41°22'42"E, 62.38 feet;

THENCE S 01°13'29"E, 28.82 feet;

THENCE S 00°45'46"W, 119.18 feet;

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

THENCE N 89°49'51"E, 933.16 feet;

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

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

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

THENCE S 35°08'19"W, 286.03 feet;

THENCE S 06°06'41"W, 811.64 feet;

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

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

THENCE S 89°09'27"W, 794.06 feet;

THENCE S 89°39'13"W, 1753.66 feet;

THENCE S 89°55'39"W, 746.70 feet;

THENCE S 89°51'39"W, 315.81 feet;

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

THENCE N 20°10'35"E, 140.94 feet;

THENCE N 55°00'59"E, 55.72 feet;

THENCE N 65°08'55"E, 164.54 feet;

THENCE N 24°07'01"E, 75.15 feet;

THENCE N 08°28'12"E, 68.74 feet;

THENCE N 18°33'24"E, 30.27 feet;

THENCE N 39°07'19"E, 204.32 feet;

THENCE N 15°58'26"E, 96.33 feet;

THENCE N 51°42'39"E, 216.49 feet;

THENCE N 10°14'20"E, 39.18 feet;

THENCE N 16°20'38"W, 43.77 feet;

THENCE N 25°38'17"W, 56.21 feet;

THENCE N 30°23'51"W, 42.71 feet;

THENCE N 30°57'56"W, 141.18 feet;

THENCE N 22°04'56"W, 112.22 feet;

THENCE N 08°32'18"W, 237.53 feet;

THENCE N 21°21'56"W, 73.37 feet;

THENCE N 12°45'32"W, 39.65 feet;

THENCE N 04°05'51"E, 114.57 feet;

THENCE N 05°37'47"E, 102.03 feet;

THENCE N 20°12'50"E, 61.91 feet;

THENCE N 15°56'54"E, 37.72 feet;

THENCE N 10°49'32"E, 87.03 feet;

THENCE N 23°29'01"E, 238.46 feet;

THENCE N 60°08'36"E, 217.24 feet;

THENCE N 40°36'12"E, 97.96 feet;

THENCE N 22°54'02"E, 117.90 feet;

THENCE N 54°18'35"E, 58.08 feet;

THENCE N 42°30'22"E, 62.53 feet;

THENCE N 22°13'30"E, 121.36 feet;

THENCE N 31°23'35"E, 106.80 feet;

THENCE N 24°37'01"E, 76.66 feet;

THENCE N 08°41'50"W, 134.21 feet;

THENCE N 30°06'30"E, 75.08 feet;

THENCE N 66°06'02"E, 55.48 feet;

THENCE N 52°19'07"E, 141.40 feet;

THENCE N 18°14'45"E, 95.78 feet;

THENCE N 43°56'12"E, 420.59 feet;

THENCE N 28°03'26"E, 46.51 feet;

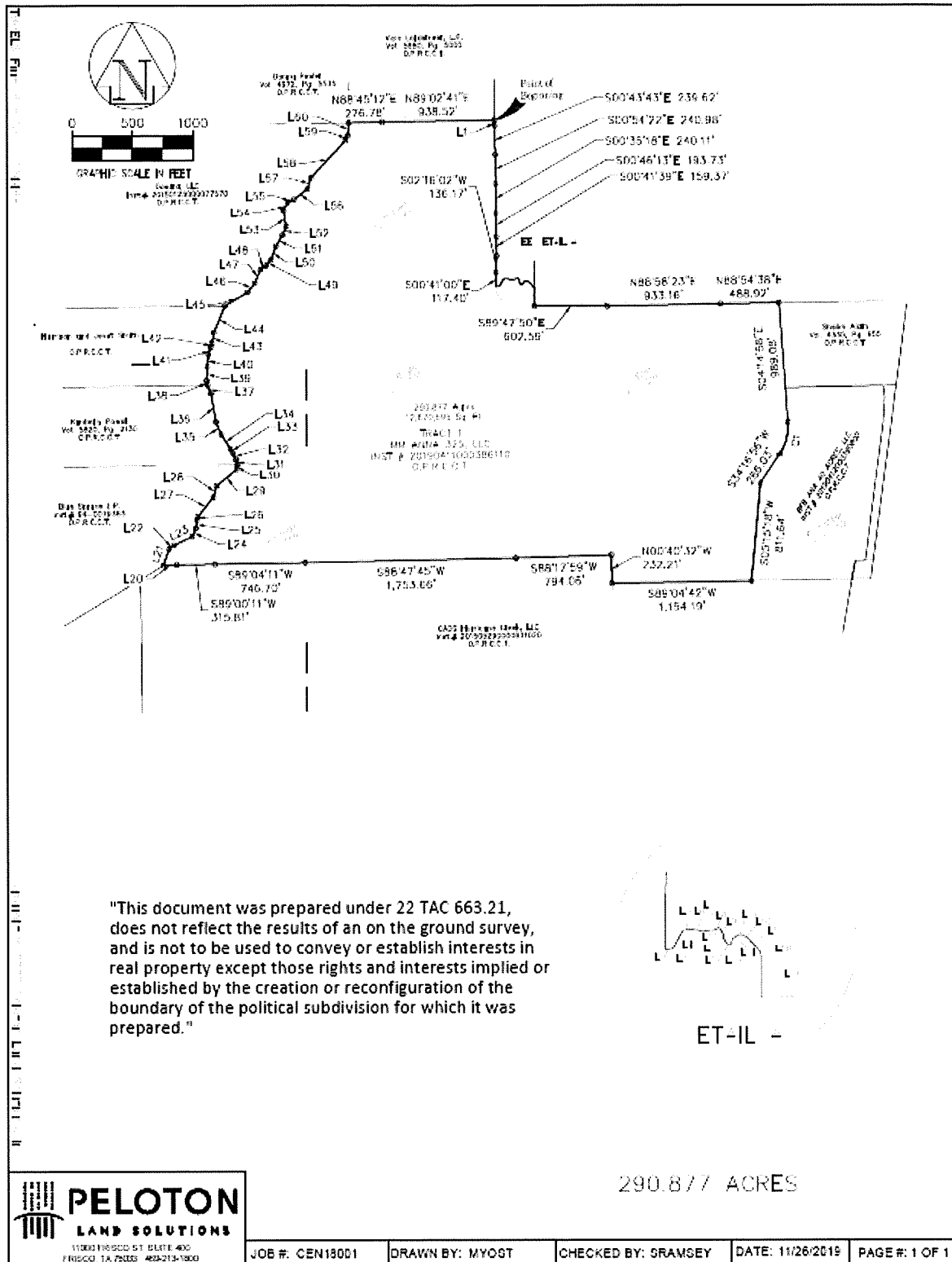
THENCE N 04°16'56"E, 105.49 feet, to the northwest corner of the aforementioned Miller and Payne tract recorded in Instrument Number 20110401000341650;

THENCE N 89°36'40"E, 276.78 feet;

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

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

Property Depiction





Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020

Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action On 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.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Resolution Setting Creation Hearing Sherley Tract PID C19001D20201103CR2
2. 202011 Creation of Sherley PID

APPROVALS:

Clark McCoy, City Attorney
Jim Proce, City Manager

Created/Initiated - 11/6/2020
Final Approval - 11/6/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

WHEREAS, on October 20, 2020, MM Anna 325, LLC, a Texas limited liability company, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitutes more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the “Petitioner”), within the ETJ of the City, submitted and filed with the City Secretary of Anna (the “City Secretary”) a certain Petition for the Creation of a Public Improvement District Within the Extraterritorial Jurisdiction of the City of Anna, Texas for the Sherley Tract Public Improvement District No. 2 (“Petition”), attached as **Exhibit A**, requesting the establishment of the Sherley Tract Public Improvement District No. 2 for approximately 289.751 acres of property within the ETJ of the City (the “District”); and

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

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

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

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

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

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

WHEREAS, the City Council has determined to hold a public hearing on *December 8, 2020* on the creation of a public improvement district; and

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

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

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

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

Section 3: That a public hearing is hereby called for *December 8, 2020, at 6:30 p.m. at Sue Rattan Elementary School, 1221 S Ferguson Pkwy, Anna, TX 75409 or other location as designated by the City and issued pursuant to the form of the Notice attached as **Exhibit B***, for the purpose of hearing public testimony with respect to the advisability of establishing the District, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs.

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

Section 5: Attached hereto as **Exhibit A** is the Petition for the Creation of a Public Improvement District within the Extraterritorial Jurisdiction of the City of Anna, Texas for the Sherley Tract Public Improvement District No. 2, which includes a metes and bounds description for the District.

Section 6: Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing (the “Notice”) the form and substance of which is hereby adopted and approved; provided that the location and time is subject to change as designated by the City.

Section 7: Attached hereto as **Exhibit C** is a legal description of the approximately 289.751 acres of property to be included in the proposed public improvement district.

Section 8: The City Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City and the part of the ETJ of the City where the District is located, and to mail a copy of said Notice to all landowners within the boundaries of the proposed public improvement district as required by law. The City Secretary shall provide Notice on or before *November 20, 2020*, which is before the 15th day before the *December 8, 2020* hearing.

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

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

PASSED AND APPROVED ON THIS *10TH DAY OF NOVEMBER 2020*.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT A

Petition for the Creation of a Public Improvement District

EXHIBIT B

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

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Anna, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by ***MM Anna 325, LLC, a Texas limited liability company*** (the "Petitioner"), requesting that the City create the Sherley Tract Public Improvement District No. 2 (the "District") to include property owned by the Petitioner and further described herein (the "Property").

Time and Place of the Hearing. The public hearing will start at 6:30 p.m. on December 8, 2020 at Sue Rattan Elementary School, 1221 S Ferguson Pkwy, Anna, TX 75409.

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

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

Proposed District Boundaries. The District is proposed to include approximately 289.751 acres of land generally located west of U.S. Highway 75 and north of Roseway Street, located within the extraterritorial jurisdiction of the City and as more particularly described by a metes and bounds description available at Anna City Hall located 111 N. Parkway, Anna, Texas 75409 and available for public inspection.

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

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

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

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

EXHIBIT C
Metes and Bounds and Depiction

Tract I – Boundary of 0.833 Acres

BEING that certain tract of land situated in the W. Rattan Survey, Abstract Number 752, Collin County, Texas, being a portion of that Tract of land described in deed to BFB ANA 40 Acres, LLC recorded in Instrument Number 20190412000390800 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 5/8 inch iron rod cap stamped "Peloton" found for the southwest corner of said BFB ANA 40 Acres Tract, the southeast corner of that certain tract of land described in deed as Tract 1 to MM Anna 325, LLC recorded in Instrument Number 20190411000386110 and being in the north line of that certain tract of land described in deed to One Anna Two, LTD. recorded in Instrument Number 20070201000151600 of said O.P.R.C.C.T.

THENCE N 05° 15' 18" E, 533.77 feet to a 5/8 inch iron rod cap stamped "Peloton" set and the beginning of a curve to the left;

THENCE with said curve to the left, having an arc distance of 30.78 feet, through a central angle of 01° 50' 13", having a radius of 960.00 feet, the long chord which bears S 13° 28' 00" E, 30.78 feet to a 5/8 inch iron rod cap stamped "Peloton" set;

THENCE S 14° 23' 07" E, 120.30 feet to a 5/8 inch iron rod cap stamped "Peloton" set and the beginning of a curve to the right;

THENCE with said curve to the right, having an arc distance of 101.47 feet, through a central angle of 12° 30' 04", having a radius of 465.07 feet, the long chord which bears S 08° 14' 28" E, 101.27 feet to a 5/8 inch iron rod cap stamped "Peloton" set;

THENCE S 01° 59' 25" E, 283.25 feet to a 5/8 inch iron rod cap stamped "Peloton" set;

THENCE S 89° 04' 42" W, 110.31 feet to the POINT OF BEGINNING and containing 0.833 acres or 36,303 square feet more or less.

"Integral parts of this document"

1. Description - 1 Page
2. Exhibit - 1 Page

"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."

Tract II – Boundary of 288.918 Acres

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 departing 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" W, 99.53 feet;

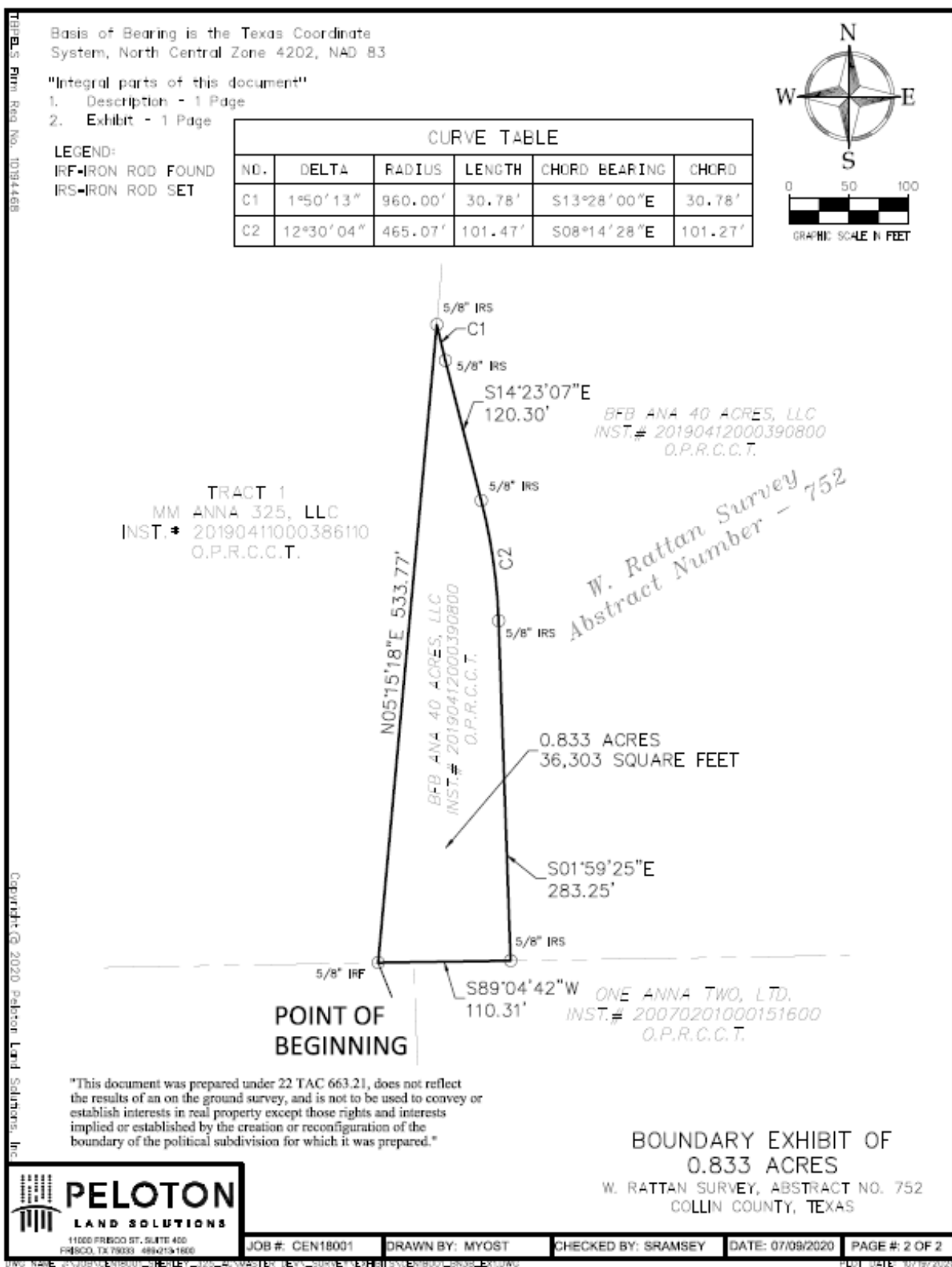
S 15° 43' 07" W, 512.37 feet for the beginning of a curve to the left;

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;

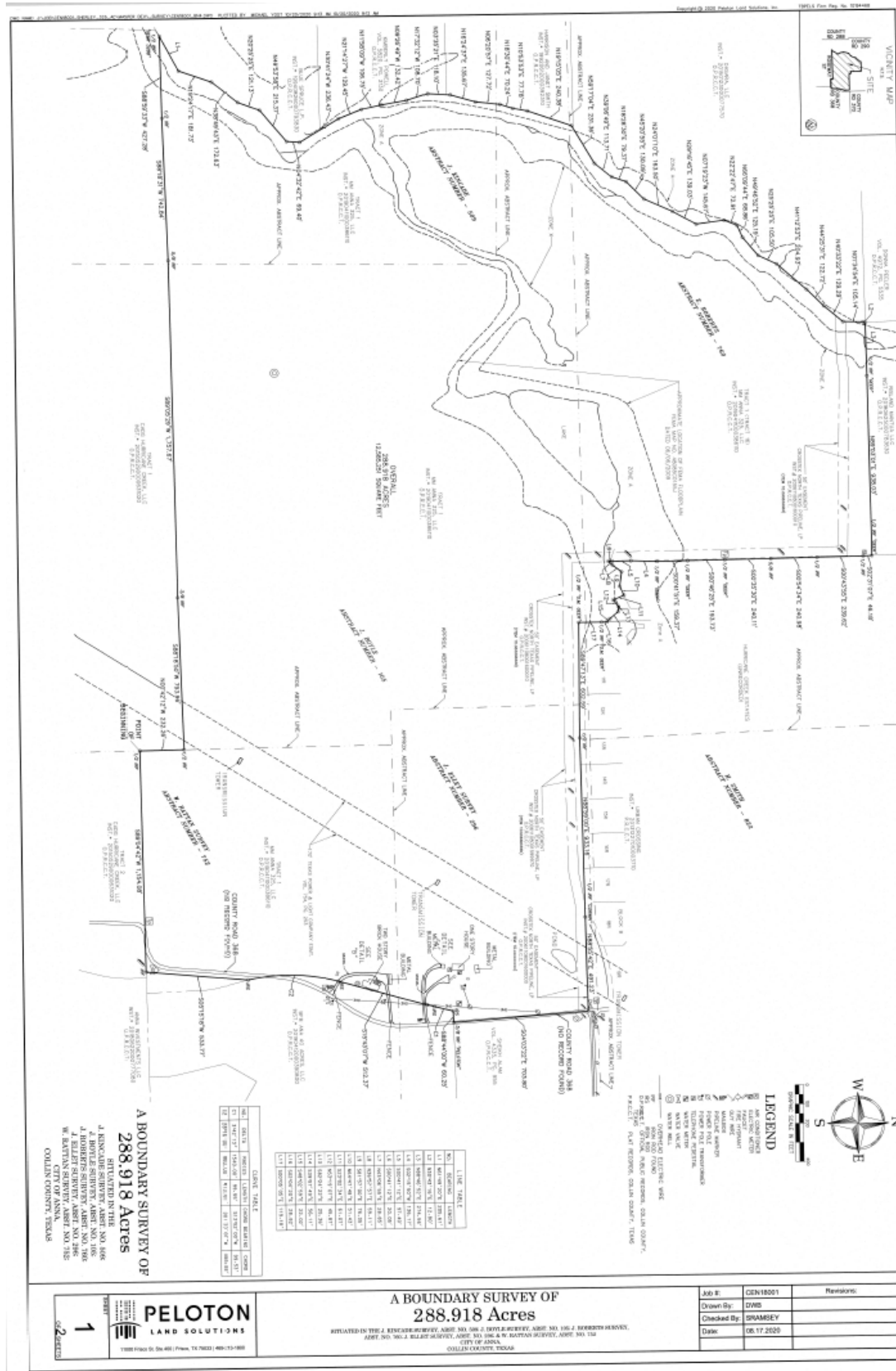
THENCE S 05° 15' 18" W, 533.77 feet to the most southerly southeast corner of said MM Anna 325, LLC Tract 1 and the northeast corner of said CADG Hurricane Creek, LLC Tract 2 to an iron rod found;

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.

Tract I



Tract II



**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT
WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANNA,
TEXAS FOR THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT NO. 2**

This petition ("Petition") is submitted and filed with the City Secretary of the City of Anna, Texas ("City"), by MM Anna 325, LLC (the "Petitioner"), the owner of approximately 289.751 acres of real property located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the extraterritorial jurisdiction of the City (the "Property"), more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B**. In support of this Petition, the Petitioner would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District, is \$32,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

RECEIVED

OCT 20 2020

CITY OF ANNA

Section 4. Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District and possible tax increment reinvestment zone revenue. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner, and possible tax increment reinvestment zone revenue.

Section 6. Management of the District. The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The persons signing this Petition request the establishment of the District and are duly authorized to execute and deliver the Petition.

Section 8. Advisory Board. The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s). This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this the 20th day of October, 2020.

PETITIONER:

MM Anna 325, LLC,
a Texas limited liability company

By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: [Signature]
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20th day of October, 2020 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Anna 325, LLC, a Texas limited liability company on behalf of said company.

[Signature] Sharon Jarrells
Notary Public, State of Texas

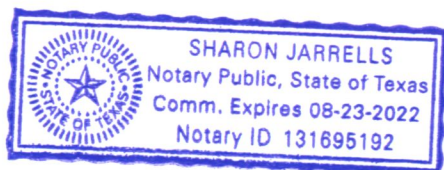


EXHIBIT A

Metes and Bounds Description

Approximately 289.751 Acres

Tract I – Boundary of 0.833 Acres

BEING that certain tract of land situated in the W. Rattan Survey, Abstract Number 752, Collin County, Texas, being a portion of that Tract of land described in deed to BFB ANA 40 Acres, LLC recorded in Instrument Number 20190412000390800 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 5/8 inch iron rod cap stamped "Peloton" found for the southwest corner of said BFB ANA 40 Acres Tract, the southeast corner of that certain tract of land described in deed as Tract 1 to MM Anna 325, LLC recorded in Instrument Number 20190411000386110 and being in the north line of that certain tract of land described in deed to One Anna Two, LTD. recorded in Instrument Number 20070201000151600 of said O.P.R.C.C.T.

THENCE N 05° 15' 18" E, 533.77 feet to a 5/8 inch iron rod cap stamped "Peloton" set and the beginning of a curve to the left;

THENCE with said curve to the left, having an arc distance of 30.78 feet, through a central angle of 01° 50' 13", having a radius of 960.00 feet, the long chord which bears S 13° 28' 00" E, 30.78 feet to a 5/8 inch iron rod cap stamped "Peloton" set;

THENCE S 14° 23' 07" E, 120.30 feet to a 5/8 inch iron rod cap stamped "Peloton" set and the beginning of a curve to the right;

THENCE with said curve to the right, having an arc distance of 101.47 feet, through a central angle of 12° 30' 04", having a radius of 465.07 feet, the long chord which bears S 08° 14' 28" E, 101.27 feet to a 5/8 inch iron rod cap stamped "Peloton" set;

THENCE S 01° 59' 25" E, 283.25 feet to a 5/8 inch iron rod cap stamped "Peloton" set;

THENCE S 89° 04' 42" W, 110.31 feet to the POINT OF BEGINNING and containing 0.833 acres or 36,303 square feet more or less.

"Integral parts of this document"

1. Description - 1 Page
2. Exhibit - 1 Page

"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."

Tract II – Boundary of 288.918 Acres

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 departing 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" W, 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 $28^{\circ} 16' 00''$, having a radius of 960.00 feet, and the long chord which bears $S 01^{\circ} 35' 07'' W$, 468.82 feet;

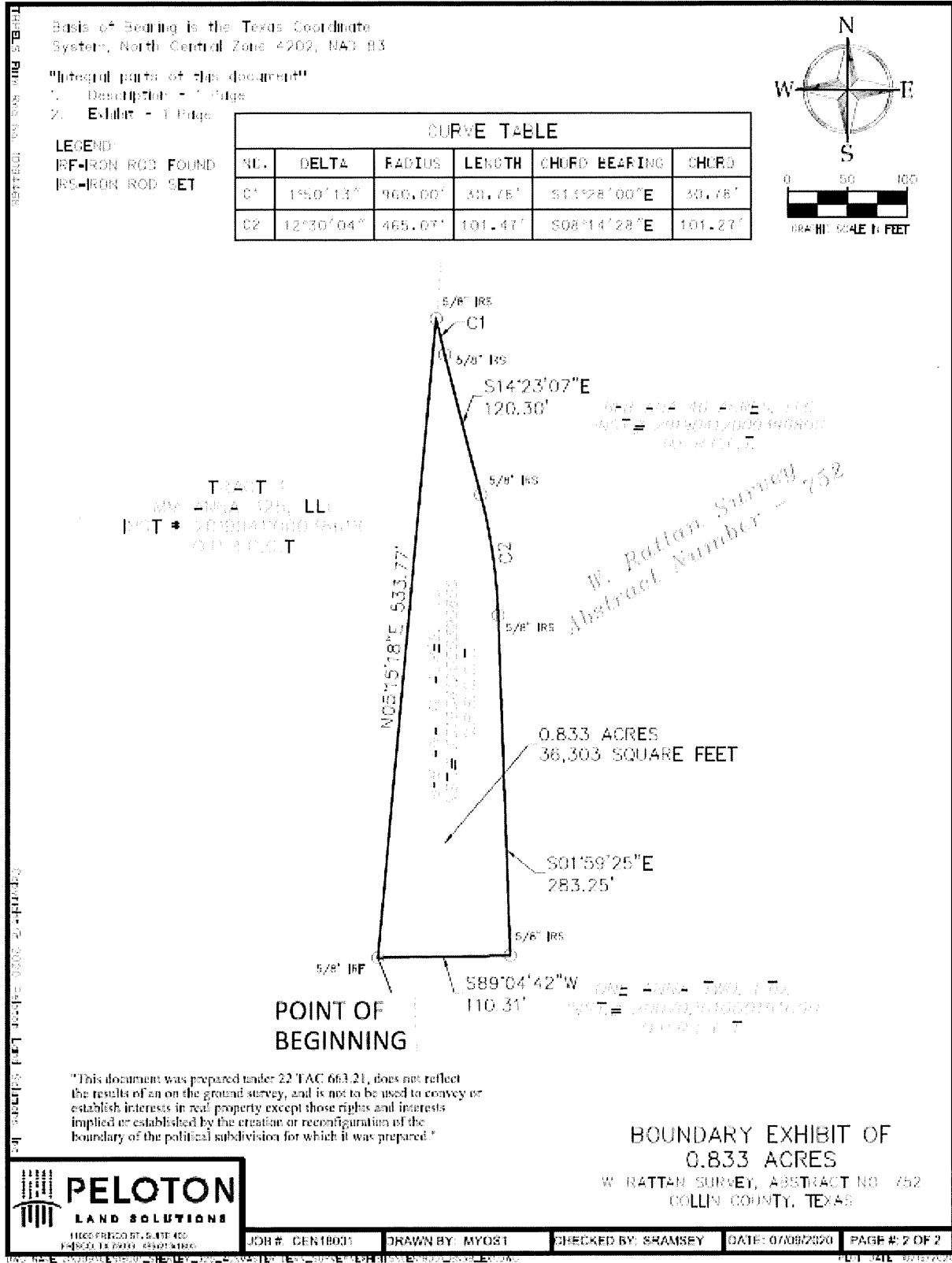
THENCE $S 05^{\circ} 15' 18'' W$, 533.77 feet to the most southerly southeast corner of said MM Anna 325, LLC Tract 1 and the northeast corner of said CADG Hurricane Creek, LLC Tract 2 to an iron rod found;

THENCE $S 89^{\circ} 04' 42'' W$, 1,154.08 feet to the POINT OF BEGINNING and containing 288.918 acres or 12,585,251 square feet more or less.

EXHIBIT B

Property Depiction

Tract I





Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on an Ordinance Ordering a Run-Off Election to be held December 8, 2020. (City Secretary Carrie Land)

SUMMARY:

Results of November 3 voting for seats on the Anna City Council include two runoffs. Candidates are required to win at least 50% of the vote to avoid a runoff.

In Place 3, a runoff between Hugh Heath (40.29%) and Stan Carver (37.33%) will be held. In Place 4, a runoff will be held between Bryan Heath (36.16%) and Randy Atchley (32.12%).

Early Voting for the runoff elections will be held on Nov. 23, 24, and 25 from 8 a.m. to 5 p.m.; Nov. 28 from 8 a.m. to 5 p.m.; Nov. 30, Dec. 1 and 2 from 8 a.m. to 5 p.m.; and Dec. 3 and 4 from 7 a.m. to 7 p.m.

Election Day is Dec. 8. Polls will be open from 7 a.m. to 7 p.m.

Polling location for Anna is the Anna ISD Board Room, 201 E. 7th Street.

The runoff date for the November, 3, 2020 General and Special Election was decided on by surrounding counties prior to the Special Election being called. It's common practice for the county to schedule runoffs on the same date because they have overlapping city districts that could potentially have runoffs. For instance, the City of Celina and the City of Frisco fall in both Collin and Denton County and both have a runoff election. It would be very confusing for voters if each county held their elections on different dates. The Governor ordered the Special Senate District Runoff election to be held on December 19, well after the December 8 Runoff was decided.

FINANCIAL IMPACT:

\$5000.00

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City.

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

1. Ord 2020 Runoff Election Order (1)
2. ORD. 866-2020 Election Order 11_3_2020

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 11/6/2020
Final Approval - 11/6/2020

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ORDERING A RUNOFF ELECTION TO BE HELD ON DECEMBER 8, 2020, FOR THE PURPOSE OF ELECTING TWO CITY COUNCIL MEMBERS; DESIGNATING POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING EXECUTION OF ELECTION CONTRACTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under Texas law, if a candidate does not receive enough votes to be elected in an election requiring a majority vote, a runoff election is required for the candidates who receive the highest and second highest number of votes; and

WHEREAS, in accordance with Article 5, Section 5.04(a) of the Charter of the City of Anna, Texas ("City"), a runoff election is required if no candidate for a City elective office receives a majority of the votes cast; and

WHEREAS, the City of Anna City Council ("Council") is required to order such a runoff election not later than the fifth day after the final canvass of the main election is completed; and

WHEREAS, based on unofficial results report from Collin County of the election held on November 3, 2020, it appears that no candidates for Places 3 and 4 on the Council received a majority of the votes cast;

WHEREAS, it is necessary that the Council order a runoff election to be held on the 8th day of December, 2020, from 7:00 a.m. to 7:00 p.m., for the purpose of electing two council members for Places 3 and 4; and

WHEREAS, the election shall be held as a Runoff Election administered by the Collin County Elections Administrator in accordance with the provisions of the Texas Election Code, the Charter of the City of Anna, and a Contract for Election Services with the County of Collin; and

WHEREAS, the City of Anna accepts Collin County Election Administration's use of the ExpressVote Universal voting machines, which have been certified by the Secretary of State in accordance with the Texas Election Code and approved by the United States Department of Justice.

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

SECTION 1. ELECTION ORDER

A runoff election is hereby ordered to be held by the City of Anna, Texas, on **Tuesday, December 8, 2020**, for the purpose of electing council members for Places 3 and 4.

Polling locations for the election will be determined in the Contract for Election Services to be entered into with Collin County. The polling locations shall be open between the hours of 7:00 a.m. and 7:00 p.m. the date of the election. The election will be conducted in accordance with the Contract for Election Services, by and between the City and Collin County, and the Texas Election Code.

SECTION 2. ELECTION NOTICE

The City Secretary is hereby directed to cause notice of said election to be published at least once, not earlier than the 30th day nor later than the 10th day, before election day as provided in Section 2.026 and Section 4.003 of the Texas Election Code; and shall be posted on the bulletin board used for posting notices of the City Council meetings not later than the 15th day before election day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting in accordance with Texas Election Code Section 4.005. The City Secretary is also directed to post the election notice on the Internet website of the City of Anna.

SECTION 3. EARLY VOTING

Early voting by personal appearance by any qualified Collin County resident shall be conducted at the following addresses, or at any of the other Collin County Vote Centers* established by the Collin County Elections Administrator and designated for use in this election. Early voting by personal appearance for the December 8, 2020, runoff election will be conducted by the Collin County Elections Administration.

The dates and times for early voting by personal appearance are as follows:

November 23 – 25: 8am – 5pm
November 28: 8am – 5pm
November 30 – December 2: 8am – 5pm
December 3 - 4: 7am – 7pm
Election Day, December 8: 7am – 7pm

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before November 9, 2020) may vote at any of the above early voting locations.

SECTION 4. ELECTION DAY POLLING PLACE

On December 8, 2020, Runoff Election Day, the polls shall be open from 7:00 a.m. to 7:00 p.m. and conducted at the Anna Independent School District Board Room, 201 E. 7th Street Anna, Texas 75409 or at any of the other vote centers established by the Contract for Election Services. The Collin County Elections Administrator will conduct the run-off election to be held on December 8, 2020.

SECTION 5. EARLY VOTING BY MAIL

Applications for early voting ballot by mail shall be mailed to: Bruce Sherbet Elections Administrator, 2010 Redbud Blvd., Ste. 102, McKinney, Texas 75069. Applications for early voting ballot by mail must be received no later than the close of business on November 27, 2020.

SECTION 6. ELECTRONIC VOTING EQUIPMENT

That in accordance with Section 123.001 of the Texas Election Code, the ExpressVote Universal voting machines approved by the Secretary of State are hereby adopted for the election on December 8, 2020.

SECTION 7. ADMINISTRATION AND PROCEDURES OF THE ELECTION

The City Manager is hereby authorized and directed to enter into any agreements with Collin County Elections Administration, make any necessary supplements to said agreements, and to execute such election agreements for said election.

SECTION 8. ELECTION OFFICIALS

Pursuant to the Contract for Election Services, the Collin County Elections Administrator shall serve as Early Voting Clerk for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve at said polling places shall be those election officials furnished by Collin County Elections Administrator.

SECTION 9. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board shall be created to process early voting results in accordance with Section 87.001, et seq., of the Texas Election Code. The Early Voting Ballot Board shall be made up of members appointed in the manner stated in the Contract for Election Services and the Presiding Judge and Alternate Presiding Judge of the Early Voting Ballot Board shall be the election officials listed in the Contract for Election Services.

SECTION 10. SAVINGS, SEVERABILITY AND REPEALING CLAUSES

Should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution, which shall remain in full force and effect.

SECTION 11. EFFECTIVE DATE

This ordinance shall become effective immediately from and after its passage.

APPROVED AND ADOPTED by the City Council of the City of Anna, Texas on this the 10th day of  November, 2020.

ATTESTED:

City Secretary Carrie L. Land

APPROVED:

Mayor Nate Pike

ORDINANCE NO. 851-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON NOVEMBER 3 2020 FOR THE PURPOSE OF ELECTING TWO (2) CITY COUNCIL MEMBERS AND A SPECIAL ELECTION TO ELECT ONE (1) CITY COUNCIL MEMBER TO FILL AN UNEXPIRED TERM OF OFFICE; DESIGNATING POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN; AUTHORIZING EXECUTION OF JOINT ELECTION CONTRACTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 41.001 of the Texas Election Code (the "Code") specifies that the first Tuesday after the first Monday in November shall be a "Uniform Election Date" and Governor Greg Abbott provided for elections that had been scheduled for May 2, 2020 to be moved to said November Uniform Election Date due to concerns over the spread of COVID-19 and related pandemic; and

WHEREAS, on the 26th day of March 2020, the City Council adopted Ordinance No. 851-2020 moving the May 2, 2020 to said November Uniform Election Date; and

WHEREAS, it is necessary that the City Council of the City of Anna order an election to be held on the 3rd day of November 2020, 7:00 a.m. to 7:00 p.m., for the purpose of electing council members for Places 3, 4 and 5; and

WHEREAS, the election shall be held as a Joint Election administered by the Collin County Elections Administrator in accordance with the provisions of the Texas Election Code, the Charter of the City of Anna, and a Joint General and Special Election Services ("Joint Election Contract") Contract with the Collin County Elections Administrator; and

WHEREAS, the City of Anna accepts Collin County Election Administration's use of the ExpressVote Universal voting machines, which have been certified by the Secretary of State in accordance with the Texas Election Code and approved by the United States Election Assistance Commission;

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

SECTION 1. ELECTION ORDER

An election is hereby ordered to be held by the City of Anna, Texas, on Tuesday, November 3, 2020, for the purpose of electing council members for Places 3, 4 and 5. Polling locations for the election will be determined in the Joint General and Special Election Contract ("Joint Election Contract") to be entered into with Collin County. The polling locations shall be open between the hours of 7:00 a.m. and 7:00 p.m. the date of the election. The election will be conducted in accordance with the Joint Election Contract, by and between the City, and various other political subdivisions in Collin County, Texas.

SECTION 2. ELECTION NOTICE

That the City Secretary is hereby directed to cause notice of said election to be published at least once, not earlier than the 30th day or later than the 10th day, before election day as provided in Section 4.003(a)(1) of the Texas Election Code; and shall be posted on the bulletin board used for posting notices of the City Council meetings not later than the 21st day before election day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting in accordance with Texas Election Code Section 4.005.

SECTION 3. EARLY VOTING

That early voting by personal appearance by any qualified Collin County resident shall be conducted at the Anna Independent School District Administration Building Board Room, 501 S. Sherley Ave, Anna, Texas 75409, or at any of the other Collin County Vote Center locations established by the Joint Election Contract. Early voting by personal appearance for the May 4, 2019, election will be conducted by the Collin County Elections Administration. The dates and times for early voting by personal appearance are as follows:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
October 11 <i>No Voting</i>	October 12 <i>No Voting</i>	October 13 Early Voting 8am–5pm	October 14 Early Voting 8am–5pm	October 15 Early Voting 8am–5pm	October 16 Early Voting 8am–5pm	October 17 Early Voting 7am–7pm
October 18 Early Voting 1pm–6pm	October 19 Early Voting 7am–7pm	October 20 Early Voting 7am–7pm	October 21 Early Voting 7am–7pm	October 22 Early Voting 7am–7pm	October 23 Early Voting 7am–7pm	October 24 Early Voting 7am–7pm
October 25 Early Voting 1pm–6pm	October 26 Early Voting 7am–7pm	October 27 Early Voting 7am–7pm	October 28 Early Voting 7am–7pm	October 29 Early Voting 7am–7pm	October 30 Early Voting 7am–7pm	October 31
November 1	November 2	November 3 Election Day 7am–7pm				

SECTION 4. ELECTION DAY POLLING PLACE

On November 3, 2020, Election Day, the polls shall be open from 7:00 a.m. to 7:00 p.m. and conducted at the Anna Independent School District Administration Building Board Room, 501 S. Sherley Ave, Anna, Texas 75409 or at any of the other Collin County Vote Center locations established by the Joint Election Contract.

SECTION 5. EARLY VOTING BY MAIL

That applications for early voting ballot by mail shall be mailed to: Bruce Sherbet Elections Administrator, 2010 Redbud Blvd., Ste. 102, McKinney, Texas 75069. Applications for early voting ballot by mail must be received no later than the close of business on October 23, 2020.

SECTION 6. RUNOFF ELECTION

That if a run-off election becomes necessary, the Collin County Elections Administrator will conduct the run-off election to be held on Tuesday, December 8, 2020.

SECTION 7. ELECTRONIC VOTING EQUIPMENT

That in accordance with Section 123.001 of the Texas Election Code, the ExpressVote Universal voting machines approved by the Secretary of State are hereby adopted for the election on November 3, 2020.

SECTION 8. ADMINISTRATION AND PROCEDURES OF THE ELECTION

The City Manager is hereby authorized and directed to enter into joint election agreements for said election with Collin County Elections Administration and other political subdivisions and to execute such election agreements for said election.

SECTION 9. ELECTION OFFICIALS

That pursuant to the Joint Election Contract, the Collin County Elections Administrator shall serve as Early Voting Clerk for the election. Presiding Election Judges and Alternate Presiding Election Judges appointed to serve at said polling places shall be those election officials furnished by Collin County Elections Administrator.

SECTION 10. EARLY VOTING BALLOT BOARD

That an Early Voting Ballot Board shall be created to process early voting results in accordance with Section 87.007 of the Texas Election Code. The Early Voting Ballot Board shall be made up of members appointed in the manner stated in the Joint Election Contract and the Presiding Judge and Alternate Presiding Judge of the Early Voting

Ballot Board shall be the election officials listed in the Joint Election Contract.

SECTION 11. SAVINGS, SEVERABILITY AND REPEALING CLAUSES

That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 12. EFFECTIVE DATE

That this ordinance shall become effective immediately from and after its passage.

APPROVED AND ADOPTED by the City Council of the City of Anna, Texas on this the 11th day of August, 2020.

ATTESTED:

Carrie L. Land

City Secretary Carrie L. Land

APPROVED:

Nate Pike

Mayor Nate Pike

JOINT GENERAL AND SPECIAL ELECTION SERVICES CONTRACT
(“Election Services Contract”)

ELECTION SERVICES AGREEMENT

BETWEEN

THE COLLIN COUNTY ELECTIONS ADMINISTRATOR
(“Elections Administrator”)

AND

CITY OF ALLEN
CITY OF ANNA
CITY OF CARROLLTON
CITY OF CELINA
TOWN OF FAIRVIEW
CITY OF FRISCO
CITY OF GARLAND
CITY OF JOSEPHINE
CITY OF LAVON
CITY OF LOWRY CROSSING
CITY OF LUCAS
CITY OF MCKINNEY
CITY OF MURPHY
TOWN OF NEW HOPE
CITY OF PARKER
CITY OF PRINCETON
TOWN OF PROSPER
CITY OF SACHSE
CITY OF WESTON
CITY OF WYLIE
ALLEN ISD
ANNA ISD
BLAND ISD
FRISCO ISD
LOVEJOY ISD
MELISSA ISD
PRINCETON ISD
PROSPER ISD
WYLIE ISD
BEAR CREEK SPECIAL UTILITY DISTRICT
VERONA SPECIAL UTILITY DISTRICT
WYLIE NORTHEAST SPECIAL UTILITY DISTRICT

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD TUESDAY, NOVEMBER 3, 2020

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

1) ADMINISTRATION AND STATUTORY AUTHORITY

- A. Bruce Sherbet ("Bruce Sherbet") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas and the Department Head of the Collin County Elections Department. As such, Mr. Sherbet is the County Election Officer of Collin County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authorities of the Participating Political Subdivisions listed on the cover page of this Election Services Contract.
- B. The contracting authorities of the participating Political Subdivisions listed on the cover page of this Election Services Contract are hereby participating with each other in the Joint Election to be held in Collin County, Texas on Tuesday, November 3, 2020 under Chapter 271 of Title 16 of the Texas Election Code ("Joint Election") and are hereby contracting with the Elections Administrator of Collin County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2) DUTIES AND SERVICES OF THE COUNTY ELECTION OFFICER.

The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

- A. The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
 - i) The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. The presiding election judge of each Vote Center, will use his/her discretion to determine when additional manpower is needed during peak voting hours. The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.
 - ii) Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class); calendar will be provided.
 - iii) Election judges shall be responsible for picking up from and returning election supplies to the county election warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.
 - iv) The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive \$12.00 per hour for services rendered. Each alternate judge and clerk shall receive \$10.00 per hour for services rendered. Overtime will be paid to each person working over 40 hours per week.
- B. The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.

- i) The Contracting Election Officer shall secure election kits which include the legal documentation required to hold an election and all supplies.
- ii) The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
- iii) The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law.
- iv) The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 - (1) Equipment includes the rental of ExpressVote Universal voting machines, ADA compliant headphones and keypads, DS200 ballot counters, voting signs and election supply cabinets.
 - (2) Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.

C. The Contracting Election Officer, Bruce Sherbet, shall be appointed the Early Voting Clerk.

- i) The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
- ii) Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the time period and at the locations listed in **Exhibit "A"**, attached and incorporated by reference into this Election Services Contract.
- iii) All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office, located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
 - (1) Applications for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
 - (2) All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
- iv) All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed by the Contracting Officer.

D. The Contracting Election Officer shall arrange for the use of all Election Day Vote Centers. The Participating Political Subdivisions shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the Vote Centers. The Election Day Vote Centers are listed in **Exhibit "B"**, attached and incorporated by reference into this Election Services Contract.

E. The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Count Station Manager shall be Bruce Sherbet. The Count Station Judge shall be Neal Katz. The Tabulation Supervisor shall be Billy Pratt.

- (1) The Tabulation Supervisor shall prepare, test and run the county's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
- (2) The Public Logic and Accuracy Test of the electronic voting system shall be conducted.
- (3) Election night reports will be available to the Participating Political Subdivisions at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with state law.
- (4) The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide a copy of the unofficial canvass to the Participating Political Subdivisions as soon as possible after all returns have been tallied.
- (5) The Contracting Election Officer shall be appointed the custodian of the voted ballots and shall retain all election materials for a period of 22 months.
 - (a) Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
- (6) The Contracting Election Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

3) DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

The Participating Political Subdivisions shall assume the following duties:

- A. A Participating Political Subdivision shall prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. The Participating Political Subdivision assumes the responsibility of posting all notices and likewise promoting the schedules for Early Voting and Election Day.
- B. The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (shape file preferred) or printed format as soon as possible but no later than Monday, August 24, 2020.
- C. The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish interpretation in an electronic format.

- i) **The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 PM Monday, August 24, 2020, the official wording for the Participating Political Subdivision's November 3, 2020, Joint General and Special Election.**
- ii) The Participating Political Subdivisions shall approve the "blue line" ballot format prior to the final printing.
- D. The Participating Political Subdivisions shall compensate the Contracting Election Officer for an additional verified cost incurred in the process of running this election or for a manual count this election may require, consistent with charges and hourly rates shown on Exhibit "C" for required services.
- E. The Participating Political Subdivisions shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Friday, October 9, 2020. The Contracting Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code. The Deposit should be delivered within the mandatory time frame to: Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071. Made payable to "Collin County Treasury" with a note "for election services" included with check documentation.
- F. The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing.

4) COST OF SERVICES. See Exhibits "C" and "D".

5) GENERAL PROVISIONS.

- A. Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the Participating Political Subdivision's November 3, 2020, Joint General and Special Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- B. Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the City and School District.
- C. If the Participating Political Subdivision cancel their election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be paid a contract preparation fee of \$75.00. Any Participating Political Subdivision canceling an election will not be liable for any further costs incurred by the Contracting Officer.
- D. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

November 3, 2020 General Special Elections
Potential Early Voting Locations, Dates and Hours

Exhibit "A"

Note: The below list contains **potential** Early Voting Polling Locations for the November 3, 2020 General and Special Elections. The list of Polling Locations will be revised as locations are confirmed.

Polling Place	Address	City
Allen Event Center	200 E Stacy Road	Allen
Allen ISD Service Center	1451 North Watters	Allen
Anna ISD Board Conference Room	201 E. 7th St.	Anna
Carpenter Park Recreation Center	6701 Coit Road	Plano
Celina ISD Administration Building	205 S. Colorado	Celina
Christ Fellowship	2801 Orchid Dr.	McKinney
Christ United Methodist Church	3101 Coit Road	Plano
Collin College Frisco Campus	9700 Wade Blvd.	Frisco
Collin College Higher Education Center	3452 Spur 399	McKinney
Collin College McKinney Campus	2200 University	McKinney
Collin College Plano Campus	2800 Spring Creek Parkway	Plano
Collin College Wylie Campus	391 Country Club Road	Wylie
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney
Davis Library	7501 Independence Parkway	Plano
Eldorado Country Club	2604 Country Club Drive	McKinney
First Baptist Church Princeton	511 Jefferson St.	Princeton
Frisco Fire Station #8	14300 Eldorado Pkwy.	Frisco
Gay Library	6861 W. Eldorado Parkway	McKinney
Haggard Library	2501 Coit Rd	Plano
Harrington Library	1501 18th Street	Plano
Josephine City Hall	201 Main Street	Josephine
Lavon City Hall	120 School Road	Lavon
Lovejoy ISD Administration Bldg.	259 Country Club	Allen
Lucas Community Center	665 Country Club Road	Lucas
McKinney Fire Station #7	861 Independence Pkwy.	McKinney
Melissa City Hall	3411 Barker Ave.	Melissa
Methodist Richardson Medical Center	2831 E President George Bush Hwy	Richardson
Murphy Community Center	205 N. Murphy Road	Murphy
New Hope Town Hall	121 Rockcrest Road	New Hope
Old Settlers Recreation Center	1201 E. Louisiana	McKinney
Parker City Hall	5700 E. Parker Road	Parker
Parr Library	6200 Windhaven Pkwy.	Plano
Plano ISD Administration Center	2700 W. 15th Street	Plano
Prosper ISD Administration Bldg.	605 E. Seventh Street	Prosper
Renner-Frankford Library	6400 Frankford Road	Dallas
Smith Library	300 Country Club	Wylie
The Grove at Frisco Commons	8300 McKinney Road	Frisco
The Star in Frisco	1 Cowboy Way	Frisco
UTD Campus-Callier Clinical Research Center	811 Synergy Park Blvd	Richardson

November 3, 2020 General Special Elections
Potential Early Voting Locations, Dates and Hours

Exhibit "A"

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before October 5, 202) may vote at any early voting location.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
October 11	October 12	October 13 Early Voting 8am -5pm	October 14 Early Voting 8am -5pm	October 15 Early Voting 8am -5pm	October 16 Early Voting 8am -5pm	October 17 Early Voting 7am -7pm
October 18 Early Voting 1pm - 6pm	October 19 Early Voting 7am -7pm	October 20 Early Voting 7am -7pm	October 21 Early Voting 7am -7pm	October 22 Early Voting 7am -7pm	October 23 Early Voting 7am -7pm	October 24 Early Voting 7am -7pm
October 25 Early Voting 1pm - 6pm	October 26 Early Voting 7am - 7pm	October 27 Early Voting 7am - 7pm	October 28 Early Voting 7am - 7pm	October 29 Early Voting 7am - 7pm	October 30 Early Voting 7am - 7pm	October 31

November 3, 2020
General Special Elections
Potential Election Day Vote Centers

Exhibit "B"

Note: The below list contains potential Vote Centers for the November 3, 2020 General and Special Elections. The list of Vote Centers will be revised as locations are confirmed. Eligible Collin County registered voters (with an effective date of registration on or before October 5, 2020) may vote at any Election Day Vote Center location.

Polling Place	Address	City
Aldridge Elementary School	720 Pleasant Valley	Richardson
Allen Event Center	200 E Stacy Rd	Allen
Allen ISD Service Center	1451 North Watters	Allen
Anna ISD Board Conference Room	201 E. 7th St	Anna
Armstrong Middle School	3805 Timberline	Plano
Benton Staley Middle School	6927 Stadium Drive	Frisco
Bentwood Trail Presbyterian Church	6000 Bentwood Trail	Dallas
Bethany Elementary School	2418 Micarta Drive	Allen
Blue Ridge ISD Administration Building	318 West School Street	Blue Ridge
Bowman Middle School	2501 Jupiter Road	Plano
Boyd Elementary School	800 S Jupiter Road	Allen
Carpenter Middle School	3905 Rainier Road	Plano
Carpenter Park Recreation Center	6701 Coit Road	Plano
Celina ISD Administration Building	205 S. Colorado	Celina
Centennial High School	6901 Coit Road	Frisco
Chandler Elementary School	1000 Water Oak Drive	Allen
Christ Fellowship-McKinney Campus	2801 Orchid Dr.	McKinney
Christ the Servant Lutheran Church	821 S. Greenville Ave.	Allen
Christ United Methodist Church	3101 Coit Road	Plano
Christie Elementary School	10300 Huntington Road	Frisco
Clark High School	523 Spring Creek	Plano
Collin College Frisco Campus	9700 Wade Blvd.	Frisco
Collin College Higher Education Center	3452 Spur 399	McKinney
Collin College McKinney Campus	2200 University	McKinney
Collin College Plano Campus	2800 Spring Creek Parkway	Plano
Collin College Wylie Campus	391 Country Club Road	Wylie
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney
Community ISD Technology and Conference Center	611 FM 1138	Nevada
Davis Library	7501 Independence Parkway	Plano
Dowell Middle School	301 Ridge Road	McKinney
Dr. Pepper Star Center - Champions Café	6993 Stars Ave.	McKinney
Eldorado Country Club	2604 Country Club Drive	McKinney
Fairview Town Hall	372 Town Place	Fairview
First Baptist Church - Josephine	300 S. Main Street	Josephine
First Baptist Church - Princeton	511 Jefferson St.	Princeton
First Baptist Church -Branch	7011 FM 546	Princeton
First Baptist Church Farmersville - Youth Building	201 Farmersville Pkwy.	Farmersville
First Baptist Church Frisco	7901 Main Street	Frisco
Forman Elementary School (Plano ISD)	3600 Timberline Dr	Plano
Fowler Middle School	3801 McDermott Road	Plano

November 3, 2020
General Special Elections
Potential Election Day Vote Centers

Exhibit "B"

Frankford Middle School (PISD)	7706 Osage Plaza Parkway	Dallas
Frisco Fire Station #8	14300 Eldorado Pkwy.	Frisco
Frisco Senior Center	6670 Moore Street	Frisco
Gateway Prosper Campus	4331 E Prosper Trail	Prosper
Gay Library	6861 W. Eldorado Parkway	McKinney
George Bush Elementary School	2000 Eagle Aerie Lane	St Paul
Haggard Elementary School	17820 Campbell Road	Dallas
Haggard Library	2501 Coit Rd	Plano
Harrington Library	1501 18th Street	Plano
Heritage High School	14040 Eldorado Pkwy.	Frisco
Hunt Middle School	4900 Legendary Drive	Frisco
Islamic Association of Collin County	6401 Independence Pkwy.	Plano
John Q. Hammons Center - Courtyard Marriott	210 East Stacy Road	Allen
Josephine City Hall	201 Main Street	Josephine
Kerr Elementary School	1325 Glendover Drive	Allen
Lavon City Hall	120 School Road	Lavon
Liberty High School	15250 Rolater Road	Frisco
Light Farms Elementary School	1100 Cypress Creek Way	Celina
Lovejoy ISD Administration Bldg.	259 Country Club	Allen
Lowery Freshman Center	601 E Main Street	Allen
Lowry Crossing City Hall	1405 S. Bridgefarmer Road	Lowry Crossing
Lucas Community Center	665 Country Club Road	Lucas
Maus Middle School	12175 Coit Road	Frisco
McKinney Fire Station #7	861 Independence Pkwy.	McKinney
McKinney Senior Recreation Center	1400 S. College	McKinney
Meadows Elementary School	2800 18th Street	Plano
Melissa City Hall	3411 Barker Ave.	Melissa
Methodist Richardson Medical Center	2831 E President George Bush Hwy	Richardson
Miller Elementary School	5651 Coventry Drive	Richardson
Murphy Community Center	205 N. Murphy Road	Murphy
New Hope Town Hall	121 Rockcrest Road	New Hope
Old Settlers Recreation Center	1201 E. Louisiana	McKinney
Parker City Hall	5700 E. Parker Road	Parker
Parr Library	6200 Windhaven Pkwy.	Plano
Plano ISD Administration Center	2700 W. 15th Street	Plano
Plano Senior Center	401 W. 16th Street	Plano
Preston Trail Community Church	8055 Indipendence Parkway	Frisco
Prestonwood Church	1001 w Prosper Trail	Prosper
Prosper ISD Administration Bldg.	605 E. Seventh Street	Prosper
Renner-Frankford Library	6400 Frankford Road	Dallas
Royse City ISD Mike McKinney Maintenance Facility	1420 FM 1777	Royse City
Sachse Community Center	3815 Sachse Road	Sachse
Seis Lagos Community Services Association	222 Seis Lago Trail	Wylie
Shepton High School	5505 Plano Pkwy.	Plano
Shiloh Missionary Baptist Church	1310 Avenue "I"	Plano

November 3, 2020
General Special Elections
Potential Election Day Vote Centers

Exhibit "B"

Slaughter Elementary	2706 Wolford Ave	McKinney
Smith Library	300 Country Club	Wylie
Stinson Elementary School	4201 Greenfield Drive	Richardson
Stonebridge Country Club	7003 Beacon Hill Road	McKinney
Stonebridge United Methodist Church	1800 S. Stonebridge Drive	McKinney
Story Elementary School	1550 Edelweiss Drive	Allen
Suncreek United Methodist Church	1517 W. McDermott Drive	Allen
Terry Pope Administration Building	611 North FM 1138	Nevada
The Star in Frisco	1 Cowboys Way	Frisco
Tom Muehlenbeck Recreation Center	5801 W. Parker Road	Plano
Toyota Stadium	9200 World Cup Way	Frisco
UTD Campus-Callier Clinical Research Center	811 Synergy Park Blvd	Richardson
Weston Community Center	117 Main Street	Weston
Woodcreek Church	3400 E. Renner Road	Richardson

November 3, 2020
Joint General and Special Election
Cost Distribution

Exhibit "C"

Entity	Registered Voters	Percentage
Allen, City	64,458	10.06%
Anna, City	8,450	1.32%
Carrollton, City	273	0.04%
Celina, City	8,078	1.26%
Fairview, Town	7,828	1.22%
Frisco, City	61,899	9.66%
Garland, City	175	0.03%
Josephine, City	1,013	0.16%
Lavon, City	2,609	0.41%
Lowry Crossing, City	1,248	0.19%
Lucas, City	5,484	0.86%
McKinney, City	111,631	17.42%
Murphy, City	13,428	2.10%
New Hope, Town	505	0.08%
Parker, City	3,738	0.58%
Princeton, City	7,429	1.16%
Prosper, Town	14,334	2.24%
Sachse, City	5,896	0.92%
Weston, City	256	0.04%
Wylie, City	30,025	4.69%
Allen ISD	66,309	10.35%
Anna ISD	10,570	1.65%
Bland ISD	152	0.02%
Frisco ISD	97,127	15.16%
Lovejoy ISD	11,934	1.86%
Melissa ISD	9,377	1.46%
Princeton ISD	12,112	1.89%
Prosper ISD	32,537	5.08%
Wylie ISD	44,781	6.99%
Bear Creek SUD	3728	0.58%
Verona SUD	1,538	0.24%
Wylie NE SUD	1,786	0.28%
Total Registered Voters	640,708	

Estimated Cost of Election Services

Exhibit "D"

Anna, CityRegistered Voters
Percentage8,450
1.33%Summary of Costs

Early Voting by Mail	\$ 54.89
Early Voting by Personal Appearance	\$ 815.62
Election Day Expenses	\$ 465.99
Tabulation	\$ 206.35
General Election Expenses	\$ 1,290.93
Equipment Rental	\$ 1,387.36
Supply Cost	\$ 292.66
Total	<u>\$ 4,513.80</u>

10% Administrative Fee	\$ 451.38
Sub Total	\$ 4,965.18
Total cost savings from minimum expense cost	\$ (391.87)
Total Estimated Cost	<u>\$ 4,573.31</u>

90% Deposit	\$ 4,115.98
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ORDINANCE NO. 851-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, POSTPONING THE CITY'S ELECTION ORDER FOR MAY 2, 2020 FOR THE PURPOSE OF ELECTING TWO (2) CITY COUNCIL MEMBERS AND A SPECIAL ELECTION TO ELECT ONE (1) CITY COUNCIL MEMBER TO FILL AN UNEXPIRED TERM OF OFFICE, TO THE UNIFORM ELECTION DATE OF NOVEMBER 3, 2020, AND AUTHORIZING RELATED ACTIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the general laws and Constitution of the State of Texas, a municipal officers' election is normally held on the second Saturday in May; and

WHEREAS, the City Council of the City of Anna did order an election to be held on May 2, 2020, for the purpose of electing council members for Places 3, 4 and 5; and

WHEREAS, a state of local disaster and public health emergency currently exists in the United States, the State of Texas, Collin County, and the City of Anna, as reflected in the official proclamations regarding the COVID-19 virus; and;

WHEREAS, the nature of the COVID-19 disease outbreak is such that public health authorities are exercising emergency powers to restrict activities which allow for continued community spread of the virus; and

WHEREAS, as of March 13, 2020, United States President Donald Trump declared a national emergency concerning the COVID-19 outbreak; and

WHEREAS, as of March 13, 2020, Governor Greg Abbott declared a state of disaster for Texas over the coronavirus pandemic; and

WHEREAS, as of March 16, 2020, County Judge Chris Hill issued a disaster declaration for Collin County, Texas; and

WHEREAS, on March 17, 2020, City of Anna Mayor Nate Pike declared a local state of disaster and public health emergency in the City of Anna; and

WHEREAS, on March 18, 2020, Governor Greg Abbott by proclamation did suspend Sections 41.0052(a) and (b) of the Texas Election Code, and Section 49.103 of the Texas Water Code, to the extent necessary to allow municipalities that would otherwise hold elections on May 2, 2020, to move their general and special elections to the uniform election date occurring on November 3, 2020, without otherwise adjusting the term of office; and

WHEREAS, Governor Abbott's proclamation of March 18, 2020 did further state that county election officers, if requested by an affected political subdivision such as the City of Anna, would enter into a contract to furnish election services for those who postpone their election to November

3, 2020 under the authority of said proclamation; and

WHEREAS, on March 19, 2020, Governor Greg Abbott issued Executive Order GA-08 which imposed restrictions on certain business operations and social activities as emergency measures,

WHEREAS, on the 24th day of March 2020, the City of Anna affirmed, adopted, renewed, and extended the mayor's declaration; and

WHEREAS, on the 1st day of April 2020, the 419th District Court issued an order authorizing the City to postpone its special election to fill Place 4 on the City Council to the uniform election day in November; and

WHEREAS, given the manner in which the COVID-19 novel coronavirus spreads and its high degree of contagiousness, the activities commonly associated with municipal elections and political campaigns pose an unnecessary risk to public health and potential loss of life, and in this time of emergency it is necessary to take swift and decisive action to save lives, protect the public welfare, and reduce burdens on our health care system and medical professionals; and

WHEREAS, the City Council of Anna has investigated and found that it is in the best interests of the public health, welfare, good governance, and order for the municipality, during a time of federal, state, county, and local public disaster and emergency, to postpone the election ordered for May 2, 2020, until the November 3, 2020 uniform election date, and to take such further measures as detailed below;

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

SECTION 1. Order Postponing Election; Confirmations; Major Relevant Dates.

1. The above-stated recitals are incorporated herein as if set forth in full.
2. The City Council of the City of Anna, Texas, does hereby exercise its authority to order and does hereby order that its previously ordered general election and special election of May 2, 2020 shall be postponed to November 3, 2020, and does request that the election officers of Collin County, Texas, enter into an appropriate contract to furnish election services to the City of Anna.
3. The City of Anna does hereby confirm that candidate filings for the postponed election will remain valid for the election held on the November date and that the candidate filing period will not be re-opened for the November election date.
4. The City of Anna does hereby confirm that all applications for ballot by mail ("ABBMs") for voters that are voting by mail due to being over the age of 65, or due to disability, will still be valid for the postponed election.

_____ The City of Anna does hereby confirm that ABBMs for voters who submitted ABBMs

based on expected absence from the county will not be valid for the postponed election.

5. Major relevant dates for the November 3, 2020 election:

- a. The voter registration deadline is **October 5, 2020**
- b. Deadline to submit an ABBM is **October 23, 2020**
- c. The dates for early voting shall be **October 19 through October 30, 2020**.

SECTION 2. Authorizations.

1. The City Secretary is authorized and directed to:

- a. Deliver a copy of this ordinance to the election officials of Collin County, Texas, as the request by the City of Anna for a contract for election services, or a joint election agreement, pursuant to the Governor's suspension of certain Texas Election Code provisions on March 18, 2020.
- b. Ensure that a copy of this ordinance and notice of the City's exercise of authority to postpone the election date is posted on the City's website, and local media organizations shall be alerted regarding the change.
- c. Provide notice to the Collin County election officer regarding this change without undue delay, and to provide same with a revised notice for posting on the county's website.
- d. Arrange publication of this ordinance as soon as practicable.

2. The City Manager is authorized to coordinate and direct City staff to take additional actions as needed to revise and update the City's original order of election, and to conduct the election on November 3, 2020, and to ensure the public receives any notice required by law for any changes in dates, main early voting locations, early voting dates and hours (including weekend early voting), identities of the early voting clerks and their contact information, or to branch early voting locations.

SECTION 3. Savings, Severability, and Repealer Clauses.

All ordinances, resolutions, or orders of the City in conflict with the provisions of this ordinance are repealed to the extent of that conflict, including without limitation Ordinance No. 844-2020. If any provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof. The City declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 4. Effective Date.

That this ordinance shall become effective immediately from and after its passage and publication of its caption or content, if such publication is required by law.

APPROVED AND ADOPTED by the City Council of the City of Anna, Texas on this the 1st day of April 2020.

ATTESTED:

Carrie L. Land
City Secretary Carrie L. Land



APPROVED:

Nate Pike
Mayor Nate Pike

CAUSE NO. 416-01893-2020

CITY OF ANNA, TEXAS,
Plaintiff,

vs.

COLLIN COUNTY, TEXAS, including
its COLLIN COUNTY ELECTIONS
ADMINISTRATOR, Bruce Sherbet, in
his official capacity,
Defendant.

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IN THE DISTRICT COURT

416th JUDICIAL DISTRICT

COLLIN COUNTY, TEXAS

**AGREED ORDER OF DISMISSAL WITH PREJUDICE AND FINAL
JUDGMENT**

On this day, the Court considered the Agreed Motion for Dismissal With Prejudice and For Entry of Final Judgment ("Agreed Motion") filed by the City of Anna, Texas ("Plaintiff") and Collin County, Texas ("Defendant"), and after carefully considering same, the Court is of the opinion that the Agreed Motion should be in all things GRANTED.

The Court specifically finds that, in agreeing to the dismissal of this case and to entry of this Final Judgment by the Court, the Plaintiff and the Defendant have stipulated that:

- a. They understand and agree to the provisions and effects of this Final Judgment; and
- b. They agree that the Final Judgment will conclusively dismiss the Plaintiff's claims with prejudice.

THEREFORE, in accordance with the terms agreed to by the Parties, the Court hereby ORDERS, ADJUDGES, and DECREES that:

- 1) A special election to fill the vacancy of Place 4 on the City Council of Anna, Texas may be postponed by the City of Anna, Texas City Council until the uniform election date of November 3, 2020; provided, however, if said special election is not postponed then the special election shall be held by the City without the involvement of the County Elections Administrator except for services provided under a mutually agreeable Joint General and Special Election Rental Services Contract.
- 2) This case is hereby DISMISSED WITH PREJUDICE to the refiling of same as to all claims brought or which could have been brought in this case, thereby disposing of all claims by all parties.
- 3) Any relief not expressly granted herein is hereby DENIED, and the Parties shall each bear their own costs and fees.

Date: 4/1/2020

Andrew S. Thompson
PRESIDING JUDGE

AGREED TO IN FORM AND SUBSTANCE:

On behalf of Collin County, Texas:

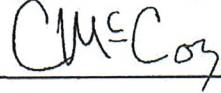
By: _____

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Attorney for Defendant

On behalf of City of Anna, Texas:

By: _____

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Attorneys for Plaintiff



Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 11/10/2020
Staff Contact: Carrie Land

AGENDA ITEM:

Consider/Discuss/Action on filling a vacancy on the Planning and Zoning Commission.
(City Secretary Carrie Land)

SUMMARY:

Danny Ussery was elected to the City Council, creating a vacancy on the Planning and Zoning Commission.

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Council is asked to make a nomination and appointment to Place 7 with a term expiring May 2021.

ATTACHMENTS:

1. PZ resign letter

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 11/6/2020
Final Approval - 11/6/2020

DATE: 11/05/2020

TO: Whomever it May Concern

RE: Letter of Resignation

Dear Sir or Madam,

Thank you for the opportunity to serve on the Planning and Zoning board, place 7. My time as commissioner was invaluable, however as a newly elected Councilman Elect, place 5 on our Anna City Council, I must now resign from my appointed seat. I look forward to working with the board on the council level and am confident that together we can make Anna the best city it can possibly be.

Thank You,

A handwritten signature in black ink that reads "Danny Ussery". The signature is written in a cursive, slightly slanted style.

Danny Ussery