AGENDA

City Council Meeting

Tuesday, December 8, 2020 @ 6:30 PM

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

The City Council of the City of Anna will meet at 6:30 PM, on December 8, 2020, at Sue Rattan Elementary School, Located at 1221 S. Ferguson Parkway, to consider the following items.

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

1. **Call to Order, Roll Call and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**
   At this time, any person may address the City Council regarding an item on this meeting agenda that is not scheduled for public hearing and any item that is not on this meeting agenda. The public will be permitted to offer public comments electronically, as provided by the agenda and as permitted by the presiding officer during the meeting. We are encouraging neighbors, who wish to speak, to complete a Speaker Registration Form and submit to City Secretary Carrie Land (cland@annatexas.gov) by 5:00 PM so it may be read into the record. Each person will be allowed up to three (3) minutes to speak. No discussion or action may be taken at this meeting on items not listed on this agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.
4. **Reports.**
   Receive reports from Staff or the City Council about items of community interest. *Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.*

a. Congressman Pat Fallon to speak with Council.

b. Update from Mayor Pro-Tem Lee Miller.

c. Administer Oath of Office to newly elected Council Member Danny Ussery. (City Secretary Carrie Land)

d. Recognition of Nathan Bryan for his years of service on the City Council. (Mayor Pike)

e. Presentation of Employee Engagement Survey Results (City Manager Jim Proce)

f. Update on Application to Collin County Project Funding Assistance Program 2018 Bond Second Series (Grants) (City Manager Jim Proce)

g. Update on Holiday Events (Director of Neighborhood Services Marc Marchand and Fire Chief Ray Isom)

h. Brief update on Covid-19 Activity (Assistant Fire Chief Dan Woods)

i. Communication to Council regarding the City of Anna Diversity of Inclusion Advisory Commission. (Assistant City Manager Ryan Henderson)

5. **Work Session.**

a. Bond Program Information (City Manager Jim Proce)

6. **Consent Items.**

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

a. Approve City Council Meeting Minutes for November 10, 2020 and November 17, 2020. (City Secretary Carrie Land)

b. Review minutes of the November 2, 2020 Planning & Zoning Commission meeting. (Director of Development Services Ross Altobelli)

c. Review minutes of the October 1, 2020 Joint Community Development and Economic Development Corporation meeting. (Director of Economic Development Joey Grisham)

d. Review minutes of the November 5, 2020 Joint Community Development and Economic Development Corporation meeting. (Director of Economic Development Joey Grisham)

e. Review update/revision to Assignment of Acting City Manager. (City Manager Jim Proce)

f. Approve a Resolution regarding the Anna 455 Addition, Block A, Lots 4 - 6, Preliminary Plat. (Director of Development Services Ross Altobelli)

g. Approve a Resolution regarding the Anna Ranch, Phase 1, Final Plat. (Director of Development Services Ross Altobelli)

h. Approve a Resolution regarding the Anna Business Park, Block A, Lots 1 - 14, Concept Plan. (Director of Development Services Ross Altobelli)

i. Approve a Resolution approving an Economic Development Incentive Policy. (Economic Development Director Joey Grisham)

j. Approve a Resolution Recommending an Appointment to the North Texas Groundwater Conservation District Board of Directors. (Assistant City Manager

Ryan Henderson)

k. Approve a Resolution authorizing the City Manager to execute a professional services agreement for the design of the Throckmorton Creek Sewer Interceptor Extension north of FM 455. (Director of Public Works Greg Peters, P.E.)

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

m. Development Agreement - Anacapri
Approve a Resolution entering in to a development agreement with JY & KC, LLC, Kayasa Holdings, LLC, Oakwood Village Apartments Inc., and Young Kim & Tim Mueller to establish development and design regulations for further development on 341 acres consisting of multiple tracts of land generally located on the east and west side of future Ferguson Parkway, north of Hackberry Drive, and south of CR 371 (future Mantua Road). (Director of Development Services Ross Altobelli)

n. Approve a Resolution setting a public hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone for Phase 1 of the Sherley Tract development. (Director of Economic Development Joey Grisham)

7. **Items For Individual Consideration.**

a. Consider/Discuss/Action on appointment of the Mayor Pro Tem and Deputy Mayor Pro Tem. (City Secretary Carrie Land)

b. Consider/Discuss/Action on an Ordinance Amending the FY2020 - 2021 Budget to add three firefighters. (City Manager Jim Proce)

c. Consider/Discuss/Action on Fourth Amendment to Villages of Hurricane Creek Subdivision Improvement Agreement. (Director of Economic Development Joey Grisham)

d. 1) 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) **from** 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).

2) Consider/Discuss/Action on an Ordinance regarding the request to rezone 370± acres **from** 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). (Director of Development Services Ross Altobelli)

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

e. 1) Conduct a public hearing to consider public comments to rezone 341± acres consisting of multiple tracts of land generally located on the east and west sides of future Ferguson Parkway, north of Hackberry Drive and south of Mantua

Road from Agricultural (AG), Planned Development 507-2010, & Planned Development 285-2006 to Planned Development Mixed-Use (PD-MU). The planned development district will include the following zoning districts with modified development standards Restricted Commercial (C-1), Single Single-Family Residence-60 (SF-60), and Single-Family Residence - Zero lot line homes (SF-Z).

2) Consider/Discuss/Action on an Ordinance regarding the request to rezone 341± acres consisting of multiple tracts of land generally located on the east and west sides of future Ferguson Parkway, north of Hackberry Drive and south of Mantua Road **from** Agricultural (AG), Planned Development 507-2010, & Planned Development 285-2006 **to** Planned Development Mixed-Use (PD-MU). (Director of Development Services Ross Altobelli)

3) Consider/Discuss/Action on a Resolution regarding the Concept Plan, Anacapri, associated with the rezoning request.

f. Consider/Discussion/Action on a Resolution approving a variance request to allow for modified signage. (Director of Development Services Ross Altobelli)

g. Public Hearing and Consider/Discuss/Action on a Resolution authorizing and dissolving the Sherley Tract Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code. (Director of Economic Development Joey Grisham)

h. Public Hearing and Consider/Discuss/Action on a Resolution regarding the creation of the Sherley Tract Public Improvement District No. 2 and ordering public improvements to be made for the benefit of such district. (Director of Economic Development Joey Grisham)

i. 1) Conduct a public hearing to consider public comments to rezone 16.2± acres located at the southwest corner of US HWY 75 and CR 370 (Future Rosemond Pkwy) from SF-E Single Family Residential-Large Lot to C-2 General Commercial.

2) Consider/Discuss/Action on a recommendation regarding the request to rezone 16.2± acres located at the southwest corner of US HWY 75 and CR 370 (Future Rosemond Pkwy) from SF-E Single Family Residential-Large Lot to C-2 General Commercial. (Director of Development Services Ross Altobelli)

j. Consider/Discuss/Act on a Resolution approving an Agreement with Village Communities Development Corporation and Anna Crossing Partners SLP LP for a Multifamily Development. (Director of Economic Development Joey Grisham)

k. Consider/Discuss/Act on a Resolution authorizing the City Manager to execute purchase orders in an amount not to exceed $250,000.00 for annual Street Maintenance projects with Wopac Construction, Incorporated through their annual General Road Maintenance Contract with Collin County per Court Order No. 2018-383-05-14. (Director of Public Works Greg Peters, P.E.)

l. Consider/Discuss/Act on a Resolution approving an Interlocal Agreement with the City of Howe to acquire a portion of their Take or Pay Water Purchase for the water year 2019-2020 and authorize the City Manager to sign the agreement. (Finance Director Alan Guard)

m. Consider/Discuss/Action on votes for the 2021/2022 TCAP Board of Directors. (City Manager Jim Proce)

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

o. Consider/Discuss/Action on filling a vacancy on the Diversity and Inclusion Advisory Commission. (Interview Committee)

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). Utility contracts, Provisions of Constitution, *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 the purchase, exchange, lease, or value of real property (Tex. Gov't Code §551.072).

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

d. Discuss or deliberate personnel matters (Tex. Gov't Code §551.074). Boards and Commissions

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

9. **Adjourn.**

This is to certify that I, Carrie L. Land, City Secretary, posted this agenda 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 December 4, 2020.

_____

Carrie L. Land, City Secretary

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

THE CITY OF Anna

Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Congressman Pat Fallon to speak with Council.

SUMMARY:

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:
Carrie Land, City Secretary Created/Initiated - 11/21/2020

THE CITY OF Anna

Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Update from Mayor Pro-Tem Lee Miller

SUMMARY:

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:
Jim Proce, City Manager Created/Initiated - 12/4/2020

Item No. 4.c.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Administer Oath of Office to newly elected Council Member Danny Ussery. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:
Carrie Land, City Secretary Created/Initiated - 11/21/2020

Item No. 4.d.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact: Nate Pike

AGENDA ITEM:
Recognition of Nathan Bryan for his years of service on the City Council. (Mayor Pike)

SUMMARY:
Thank you to Nathan Bryan for serving the City of Anna for the past ____ years on City Council.

FINANCIAL IMPACT:
N/A

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:
Carrie Land, City Secretary Created/Initiated - 11/21/2020

Item No. 4.e.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Presentation of Employee Engagement Survey Results (City Manager Jim Proce)

SUMMARY:
Each year the Human Resources Department under the direction of the City manager administers an employee engagement survey, the Gallop Poll Q-12. The survey is a climate assessment of the organization and can determine the attitude, emotional health and intelligence, and level of engagement in any organization with the statistically significant questions asked.

The surveys are completely anonymous and provide analysis that can be used to identify areas of concern and where improvement may be needed. It also identifies area where high performance is exhibited.

Since the arrival of the current City Manager in 2018, the results have been broken down and action plans are developed for each department or division to address any identified concerns and issues that may need improvements.

For 2020 the overall ratings for the organizational aggregate score has increased as shown in the attachment which follows.

FINANCIAL IMPACT:
Not Applicable

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 2020 Q12 Employee Engagement Survey Results - Overall Summary

APPROVALS:

Jim Proce, City Manager Created/Initiated - 11/21/2020

City of Anna Employee Engagement Survey 2020 | Overall

Percentile range in Gallup Database < 33 | 33-66 | > 66

*Item data not shown if sample size is less than 4. Workgroup data not shown to protect confidentiality.

ENGAGEMENT INDEX

Engaged

Past

51%

Current

62%

Percent Engaged available when N ≥ 30.
All categories available when N ≥ 100.

PAST

4.15
GRANDMEAN
PERCENTILE RANK: 86

CURRENT

4.27
GRANDMEAN
PERCENTILE RANK: 93

		Past Score (Respondents)	Change	Current Score (Respondents)	Gallup Database Percentile Rank
Q00	**Overall Satisfaction** How satisfied are you with your organization as a place to work?	3.99 (75)	▲	**4.16** (81)	79
Q01	**Know What's Expected** I know what is expected of me at work.	4.45 (75)	▲	**4.53** (81)	83
Q02	**Materials and Equipment** I have the materials and equipment I need to do my work right.	3.83 (75)	▲	**4.06** (81)	55
Q03	**Opportunity to do Best** At work, I have the opportunity to do what I do best every day.	4.11 (75)	▲	**4.38** (81)	92
Q04	**Recognition** In the last seven days, I have received recognition or praise for doing good work.	3.94 (72)	▲	**4.08** (78)	95
Q05	**Cares About Me** My supervisor, or someone at work, seems to care about me as a person.	4.47 (75)	▲	**4.57** (81)	96
Q06	**Development** There is someone at work who encourages my development.	4.38 (73)	▼	**4.33** (81)	95
Q07	**Opinions Count** At work, my opinions seem to count.	3.97 (74)	▲	**4.00** (80)	85
Q08	**Mission/Purpose** The mission or purpose of my organization makes me feel my job is important.	4.33 (75)	▲	**4.42** (81)	92
Q09	**Committed to Quality** My team members are committed to doing quality work.	4.31 (75)	▲	**4.51** (80)	97
Q10	**Best Friend** I have a best friend at work.	3.69 (68)	▼	**3.49** (70)	59
Q11	**Progress** In the last six months, someone at work has talked to me about my progress.	4.00 (71)	▲	**4.46** (78)	96
Q12	**Learn and Grow** This last year, I have had opportunities at work to learn and grow.	4.36 (72)	▼	**4.35** (79)	91

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Item No. 4.f.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Update on Application to Collin County Project Funding Assistance Program 2018 Bond Second Series (Grants) (City Manager Jim Proce)

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

Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

ATTACHMENTS:
1. Parks and Trails Grant (Bond Funds) Response from Collin County

APPROVALS:
Jim Proce, City Manager Created/Initiated - 11/30/2020

COLLIN COUNTY

Engineering
4690 Community Avenue
Suite 200
McKinney, Texas 75071
972-548-3727
www.collincountytx.gov

November 18, 2020

CITY OF ANNA
Attn: Jim Proce
City Manager
PO BOX 776
ANNA, TX 75409

RE: Collin County Project Funding Assistance Program
2018 Bond Second Series

The Collin County Parks Foundation Advisory Board completed review of applications and provided funding recommendations, which were approved by Commissioners Court on November 2, 2020.

Your applications for the following projects were not recommended for funding:

Downtown Slayter Creek Park and Natural Springs Park Connection Project
Phase 1 Slayter Creek Park and Natural Springs Park Connection
Phase 2 Slayter Creek Park and Natural Springs Park Connection
Phase 1 (Option A) Pecan Grove Park Trail Extension
Phase 1 (Option B) Pecan Grove Park Trail Extension

Per the applications, the projects have not yet completed design; therefore the City is encouraged to re-apply during the next series once the projects are ready for construction.

If you have any questions you may contact Tracy Homfeld at thomfeld@co.collin.tx.us or (972) 548-3733.

Best regards,

Brian Dale
Chairperson
Parks Foundation Advisory Board

Item No. 4.g.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Update on Holiday Events (Director of Neighborhood Services Marc Marchand and Fire Chief Ray Isom)

SUMMARY:
Staff will provide and update on holiday-themed events provided by the Neighborhood Services Director and the Fire Chief

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Anna – Great Place to Live

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:
Jim Proce, City Manager Created/Initiated - 12/2/2020

Item No. 4.h.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Brief update on Covid-19 Activity

SUMMARY:
The purpose of this item is to provide a placeholder in the event that we have to have a discussion with regard to COVID-19 or any restrictions or requirements that may be put into place statewide or regionally.

Chief Wood will be available for any questions the Council may have.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:
Jim Proce, City Manager Created/Initiated - 12/4/2020

Item No. 4.i.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Communication to Council regarding the City of Anna Diversity of Inclusion Advisory Commission. (Assistant City Manager Ryan Henderson)

SUMMARY:
This item is meant to update the City Council on the status of the Diversity and Inclusion Advisory Commission.

At the July 14, 2020, City Council Meeting, the City Council voted to approve the establishment of the Diversity and Inclusion Advisory Commission. At the September 1, 2020, meeting the City Council voted to name the members that will serve on the advisory commission.

Since that time, the Diversity and Inclusion (D&I) Advisory Commission has met three times, October, November, and December. In that time the Commission voted and made their selections for their leadership. The Commission is chaired by Ms. Dyanne Lockridge, the Vice-Chair is Mr. Curtis Scretchen, and the Board Secretary is Mr. Roxxanne Aragon.

Through individual interviews with the City Council and staff, the board has met and conducted business with an understanding of what their charge is on behalf of the City and as a purely advisory role. With that, the Commission adopted at their second meeting their mission statement that was work-shopped and crafted by members of the Advisory Commission from their first meeting. The Commission's mission is as follows:

The mission of the City of Anna Diversity and Inclusion Advisory Commission is to engage and energize all neighbors, create dialogue opportunities among community members, support and enhance cultural diversity, provide a vehicle for neighbors to listen and learn about all persons, and ultimately ensure Anna is a community that is truly welcoming to all who live, work, serve, and visit here.

At the December Advisory Commission meeting, the Commission voted to co-sponsor the Police Department's Operation Blue Santa-19 as well as aid in support of the disbursement of Christmas Kits to families residing in the City's mobile home park. Also at the December Advisory Commission meeting, the Commission memorialized the five subcommittees that will meet periodically and away from the general Advisory

Commission meetings. The five subcommittees are as follows:

Chamber/Local Business Support
Community Events and Programming
Internal Processes and Communications
Police/Public Safety
Youth and School Engagement

The subcommittees are made up of members of the Advisory Commission who will determine the scope and activities in coordination with the subcommittee staff and non-staff liaisons. We thank non-City departments for partnering and supporting the subcommittees, including the Greater Anna Chamber of Commerce and Anna ISD.

FINANCIAL IMPACT:
There is no fiscal impact associated with this agenda item.

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

STAFF RECOMMENDATION:
There is no recommendation associated with this agenda item.

ATTACHMENTS:

APPROVALS:
Ryan Henderson, Assistant City Manager Created/Initiated - 12/3/2020

Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Bond Program Information (City Manager Jim Proce)

SUMMARY:
Report from staff on the Bond Election processes for May 2021.

The purpose of this item is for the City Manager and staff to review the Bond Election items and seek direction from Council based upon the most recent financial projections, the tabulated Council rankings, and possible options going forward to draft the propositions for the May 2021 Ballot.

The Ballot language will be presented in January 2021 for approval along with calling for the election once the Council approves the propositions and the project budget proposals.

The memorandum attached to the staff report was provided by our Bond Counsel for the purpose of being distributed to Council and staff, as a primer for understanding the "Do's and Don'ts" of Bond Elections with regard to what is allowed communications. Bond Counsel will provide an update to Council on the prepositions and the process at the January meeting with the draft language set for approval at that meeting.

FINANCIAL IMPACT:
To be determined by City Council recommendation.

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 seeks Council input on the project priorities, funding amounts and project scopes

for the proposed propositions.

ATTACHMENTS:

1. Memo FAQs for Bond Elections

APPROVALS:

Carrie Land, City Secretary Created/Initiated - 12/4/2020

McCALL PARKHURST & HORTON

100 YEARS | Focused on Public Finance since 1919.

To: City of Anna, Texas

From: McCall, Parkhurst & Horton L.L.P.

Date: November 13, 2020

Re: Frequently asked questions about permissible conduct and comments of employees and officers of political subdivisions leading up to a bond election

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It cannot be overstated that when conducting a bond election, the trustees, administrators, principals, teachers, employees, and other representatives of a municipality (collectively referred to herein as "employees and officers") must be aware of and adhere to the legal requirements imposed on the oral and written communications they make relating to the bond election by the Texas Election Code and the Texas Ethics Commission. The Texas Ethics Commission strictly enforces the legal requirements regarding statements made and actions taken by employees and officers of a municipality before a bond election, and often finds that well intentioned actions violate the law. Penalties for this sort of ethical violation include a personal fine imposed on the employee or officer responsible for the statement of up to $10,000 and/or up to one year in jail.

The following list of questions and answers is intended to provide guidance to employees and officers of municipalities when they are communicating, orally or in writing, regarding a future bond election of the City.

Frequently Asked Questions

Q: What actions are prohibited prior to a bond election?

A: Actions or authorizations by an employee or officer of a City involving the spending of public funds for political advertising are prohibited by Texas Election Code 255.003. "Political advertising" is a communication that advocates a particular outcome in an election and includes statements made in writing, orally, email messages, posters, newsletters, fliers, television or radio ads and Internet sites. An employee or officer who makes use of any resources of the City to engage in political advertising, including computer, copier or telephone use, is spending public funds in violation of the Texas Election Code. Also, using paid time of employees of a City to create or distribute political advertising is prohibited.

Q: What can or can't I say about an upcoming bond election?

A: Any factual statement can be made at any time regarding the bond election without violating the Texas Election Code. All political advertising, whether in support of or against a bond proposition, is considered advocacy and is strictly prohibited.

Q: What's considered "advocating" for or against a bond election?

A: Most employees and officers violate the ethics laws by engaging in communication that is considered advocacy. Obviously, asking for support or rejection of a bond proposition is advocacy and using statements such as "Vote For X" and "Defeat Y" is also advocacy. However, one of the difficulties in understanding what is or is not advocacy comes from the Texas Ethics Commission's prior decisions that have indicated whether communication is advocacy can turn on the tone and emphasis of the statements made.

Q: How can I know if a statement I want to make is advocacy? "Tone and emphasis" of a statement is subjective and doesn't help me figure out if I'm about to make an ethical violation.

A: Unfortunately, the Texas Ethics Commission has not provided a clear answer. Prior Ethics Commission decisions are helpful in understanding the types of prohibited communications. The following statements were all considered advocacy by the Ethics Commission and provide some guidance in determining the types of statements that are impermissible:

> "Although, as policy, we will not formally endorse, there is a choice there that some of our leaders highly favor. You can contact me for who and why, but I am confident all of you will research and make the right choice."
>
> "It is very important for your children and the City that the bond election pass."
>
> A newsletter headline indicated the governing body "seeks voter approval" and a quote stating "we want to sustain the excellence. And we are now asking voters if they too want to sustain the excellence."
>
> "[O]ur citizens now have the opportunity to support X for the 21st Century. Please support the vision – our future depends on your commitment."
>
> "This is the right thing to do for the children of this community."

The following types of terms and phrases are also considered advocating a position and should not be used:

"Best solution"

"Fantastic"

"State-of-the-art"

"Countless benefits"

"Horrible shape"

"Need"

"We must do something"

The following types of motivational slogans and calls to action are also violations:

"Good Schools are the Foundation of a Good Community"

"Every Child Deserves a Good Education"

"Put Children First"

"Show That You Care About Our Community"

Q: Is that an exhaustive list?

A: No. The comments listed above are representative of the type of statements that are considered advocacy. Any statement that is similar in tone or content to any of the above should be avoided.

Q: It doesn't seem like I can say much. What is permitted?

A: Texas Election Code 255.003(b) exempts communication that "factually describes the purposes of a measure if the communication does not advocate passage or defeat of the measure." Also, an employee or officer of a City may advocate for or against a bond proposition on his or her non-official or off-duty time so long as no resources of the City are used.

Q: If I'm working on an advocacy campaign in my free time, can I take phone calls at work or receive/respond to emails for that campaign from my work computer?

A: No. There is no de minimis exception to the use of equipment of the City. Brief telephone calls, one sentence emails, sending or receiving a fax, printing a single page off a work printer or making a single copy are prohibited. An employee or officer violates the Texas Election Code even if they will reimburse the City for the costs associated with using a work machine or resource. All advocacy activity should be conducted in the employee's or officer's free time and should not involve any machinery or equipment owned by the City.

Q: It is a fact that our City needs this bond election to pass and will not be able to succeed without it. Does the Election Code allow me to explain that?

A: No. This type of statement is prohibited and considered advocating for the project. It is for the voters to determine whether the City "needs" the bond election to pass, and an employee or officer cannot explain a bond election this way. The following objectively verifiable information, is classified as factual and is representative of the type of information that can be presented by an employee or officer of a City prior to a bond election: growth rates; capacity of a facility; performance data; relationship between the political subdivision's mission and public welfare; specific data on how obtaining or not obtaining bond funds will affect the political subdivision's mission and goals; age/condition of facilities; tax rate effect; cost of projects; identifying the proposed projects; information on establishment of committees to assist management of successful bond programs; efforts to provide factual information about the election; voter registration and encouraging voter turnout; voting dates; and polling place locations.

Q: If I stick to factual information, will I avoid an ethical violation?

A: Probably, but it's necessary to remember that the tone and emphasis of the information presented, even if purely factual, may give rise to a violation punishable by the Texas Ethics Commission. Bold or italicized print in a written communication or voice inflection and intonation during an oral presentation could be viewed as advocacy even if the information presented is strictly factual.

Q: We want to prepare a newsletter/article/pamphlet/advertisement/press release explaining the bond election. Do these same issues apply?

A: Yes, the same legal requirements apply to oral and written communications. Material produced by a City cannot contain advocacy. It is important to allow both opponents and proponents of a measure to use material produced by the City in their efforts. Favorable treatment to one side must be avoided. Extra copies of materials produced by the City should not be provided to either side and they should make copies at their own expense.

Q: Can we provide space on property owned by the City for advocacy groups to distribute literature or advocate for their side?

A: Advocacy literature produced by proponents or opponents cannot be distributed or available on property owned by the City, even if equal access is allowed to both sides. The one exception to this is that a City can establish a public forum reserved for discussion of certain topics, at which advocacy literature may be made available by the advocacy groups. A public forum or public debate is permitted if all sides have the same opportunity to participate and viewpoint discrimination is prohibited and restrictions on the public forum must be reasonable in light of the purpose served by the forum.

Q: How serious is this type of ethical violation? What are the penalties?

A: A person who violates Texas Election Code 255.003 commits a Class A misdemeanor punishable by a civil fine of up to $5,000, or, for a sworn compliance deemed frivolous, up to $10,000. If the violation was intentional or knowing, criminal charges, including bribery, coercion of public servant or voter, abuse of official capacity or official oppression, could be brought. Each of these violations is against the employee or officer committing the offense and not against the City.

Examples

The following are summaries of certain decisions of the Texas Ethics Commission that, in light of the rules described above, offer insight into what is and is not permissible:

Ethics Advisory Opinion No. 443 (2002)
Placement of campaign flyers in an area restricted to employees of the political subdivision is prohibited because it necessarily requires political subdivision employees to transport the flyers to the restricted area on work time. Allowing equal access for political advertising did not make the distribution of campaign flyers permissible.

Ethics Advisory Opinion No. 343
A forum in which all candidates in an election are provided the same opportunity to appear and speak is not a forum in support or opposition to any individual candidate, regardless of how the candidates actually perform.

Ethics Advisory Opinion No. 198 (1994)
Corporations are prohibited from making expenditures for communications if they "expressly advocate" the election or defeat of a candidate for public office.

Ethics Advisory Opinion No. 77
Under an "express advocacy" analysis, a corporation could not pay for the printing or mailing of postcards stating "let's elect judges by qualifications," and then listing the winners of a county bar poll.

Ethics Advisory Opinion No. 172 (1993)
A state employee could not be used as a political or personal scheduler but nonetheless found that directing a state employee to keep track of a legislator's overall schedule would not be a misapplication of the employee's time. The use of a state employee's work time to handle campaign transactions is a misapplication of employee's time unless it is incidental and unavoidable (e.g., forwarding campaign contributions to a campaign office.)

Sworn Complaint Order SC-230963
Mayor, city manager, city clerk and city attorney participated in the taping of a television program where they discussed proposed charter amendments and the effects of passing the amendments, including arguing in favor of the amendments. The television program was broadcast violating the Texas Election Code.

Sworn Complaint Order SC-230309
Dissolution of a city was proposed and the residents were sent a letter from the Mayor listing sixteen things that would happen if the city were dissolved and encouraging residents to "keep the control here – among the residents – not in the hands of outsiders." The Mayor was held to have violated the Texas Election Code.

Sworn Complaint Order SC-230205
Despite factual descriptions in a brochure, when considered in its entirety, it advocated a vote in favor of a bond proposition.

Sworn Complaint Order SC-220574
An advertisement in the local newspaper in the last edition prior to an election outlined a disagreement between two parties and linked the complainant by name to the disagreement, which involved taxes and water rate hikes. The Ethics Commission found these circumstances linked the complainant to two issues that can be perceived as unpopular and was therefore a violation of the Texas Election Code.

Sworn Complaint Order SC-210541
A school district trustee wrote two letters supporting his reelection and placed them in internal school district mailboxes. Even though the superintendent granted permission and called the other candidates and offered them the same opportunity, the trustee violated the Texas Election Code.

Sworn Complaint Order SC-210426
Mayor violated the Texas Election Code by directing his secretary to distribute a media release asking people to vote for a specific result in a referendum, despite a subsequent media release later that day stating the first media release had inadvertently contained the statement seeking support, acknowledging the first media release was improper and stating the city would be reimbursed for any costs involved with the error.

Sworn Complaint Order SC-210101
School employees who created a flyer advocating a position in the upcoming election on school district computer and made copies on school copiers before the school day began violated the prohibition against spending or authorizing the spending of public funds for political advertising.

Sworn Complaint Order SC-200416
General manager of a metropolitan transit authority violated the Texas Election Code by preparing a PowerPoint presentation that included a number of endorsements of a bond proposition from community organizations (e.g., "we support the light rail measure 100%").

Sworn Complaint Order SC-970852
Political advertising cannot be inserted into the city's water bill that is mailed by the city.

Sworn Complaint Order in the Matter of Jim Richardson
A hospital district administrator violated the prohibition against the use of public funds for political advertising, despite the respondent having reimbursed the district for the funds spent on political advertising.

Sworn Complaint Order SC-93029
A school district superintendent violated the Texas Election Code by circulating a cover memo stating "Be aware! Beware! Share!" to which was stapled a political advertisement distributed by the candidates in an upcoming election.

Still have questions? Contact:

Rodolfo "Rudy" Segura Jr
McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, Texas 75201
Office: 214-754-9268
Cell: 512-590-1950
rsegura@mphlegal.com

Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact: ca

AGENDA ITEM:
Approve City Council Meeting Minutes for November 10, 2020 and November 17, 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. Draft Minutes 11 10 2020
2. Draft Minutes 11 17 2020

APPROVALS:
Carrie Land, City Secretary Created/Initiated - 12/3/2020

Regular City Council Meeting
Meeting Minutes

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 met 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.

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

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

All Council Members were present. Council Member Miller was present virtually.

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

Mayor Pike led the invocation and pledge.

3. **Neighbor Comments.**

Stan Carver – Spoke about issues with another candidate in the runoff election.
Randy Atchley- Spoke about issues with another candidate in the runoff election
Gina Maria Ottavio – opposed the proposed DR Horton development at Rosamond
Tom Plunkett – Thanked Public Works for making repairs in his neighborhood.

4. **Reports.**

Fire Chief Isom reported the new fire engine has been received and was on display.

Assistant Fire Chief Wood recognized Nelson, Eaton and Thomas for their service to the Anna Fire Department.

Director of Development Services, Ross Altobelli introduced new Building Official, Nader Jeri.

Director of Neighborhood Services, Marc Marchand introduced new

Recreations Manager, Jeff Freeth.

Assistant City Manager, Ryan Henderson recognized Director of Community Services, Ashley Strathous and wished her luck on her future endeavors.

5. **Work Session.**

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

6. **Consent Items.**

Items 6. h., i., n., o., and p. were removed from consent.

MOTION: Council Member Beazley moved to approve Consent Items a. through g., j. through k. and q. through s. Council Member Vollmer seconded. Motion carried 6-0.

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)

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).

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

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

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.

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

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)

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.

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

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.)

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.

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.

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.)

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 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.

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.

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.)

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. 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.

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.

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

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.)

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.

Thus far the City has been able to reach agreements for the purchase of easements on all impacted properties except one. The City and 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, staff is requesting the City Council to grant condemnation authority. The property owner is aware of this next step in the process.

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.

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.

MOTION: Mayor Pike moved 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. Council Member Bryan seconded. Motion carried 6-0.

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.)

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 as 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. The total cost of the task order is $205,000.00.

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.

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)

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.

A RESOLUTION RENEWING THE COLLIN COUNTY COOPERATIVE PURCHASING AGREEMENT.

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

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.

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

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.

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

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)

The playground facilities at Johnson Park are out-of-date and need to be replaced. Staff is proposing inclusive playground facilities ffrom 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.

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.

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

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)

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.
 Mobile food units and hot trucks shall be considered a food establishment 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

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.

See Item p for action.

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

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

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

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.

MOTION: Council Member Toten moved to approve Items o. and p. Council Member Bryan seconded. Motion carried 6-0.

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

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. Cost $52,083.

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

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)

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. The tractor costs $54,220.24 from Buy Board Texas Cooperative.

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.

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 comments regarding the West Crossing Phase 11, Block KK, Lots 23R and 25R, and Block MM, Lot 28R, Replat.

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.

Mayor Pike opened the public hearing at 8:17 PM.
No comments.
Mayor Pike closed the public hearing at 8:17 PM.

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.

(Property rezoned under this ordinance is generally located at the northwest corner and southwest corner of future Rosamond Parkway & future Ferguson Parkway)

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

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

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.

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

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

Mayor Pike opened the public hearing at 8:17 PM.
No comments.
Mayor Pike closed the public hearing at 8:17 PM.

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).

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.

(Property rezoned under this ordinance is generally located at the northwest corner and southwest corner of future Rosamond Parkway & future Ferguson Parkway)
AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S COMPREHENSIVE PLAN, ZONING MAP, AND ZONING ORDINANCE AND CHANGING THE ZONING OF CERTAIN PROPERTY AS DESCRIBED HEREIN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY CLAUSE NOT TO EXCEED $2,000 OR THE HIGHEST PENALTY AMOUNT ALLOWED BY LAW, WHICHEVER IS LESS; AND, PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

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)

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

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.

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.

See item 7d. for action.

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.

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.

MOTION: Council Member Beazley moved to approve items 7c and 7d. Mayor Pike seconded. Motion carried 6-0.

e. Consider/Discuss/Action on an Ordinance Ordering a Run-Off Election to be held December 8, 2020. (City Secretary Carrie Land)

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.

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.

MOTION: Council Member Beazley moved to approve. Council Member Vollmer seconded. Motion carried 4-2. Pike and Miller opposed.

f. Consider/Discuss/Action on filling a vacancy on the Planning and Zoning Commission. (City Secretary Carrie Land)

MOTION: Mayor Pike moved to table to the December 8, 2020 meeting and appoint an Interview Committee of Lee Miller, John Beazley, and Kevin Toten to interview applicants. Council Member Vollmer 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).

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).

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

Mayor Pike recessed the meeting at 9:30 PM.

Mayor Pike reconvened the meeting at 9:35 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 9:36 PM.

Approved on December 8, 2020.

_____
Mayor Nate Pike

ATTEST:

_____
City Secretary Carrie L. Land

Regular City Council Meeting
Meeting Minutes

Tuesday, November 17, 2020 @ 5:30 PM

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

The City Council of the City of Anna met at 5:30 PM, on November 17, 2020, at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), to consider the following items.

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

Mayor Pro Tem Miller called the meeting to order at 5:33 PM

Lee Miller, Nathan Bryan and Kevin Toten were present.

2. **Neighbor Comments.**

No Comments

3. **Items For Individual Consideration.**

a. Consider/Discuss/Action on an Ordinance approving the Official Canvass for the November 3, 2020 General and Special Election. (City Secretary Carrie Land)

The canvass is the official tabulation of the election votes. The final tabulation is prepared by Collin County's Election Office and is to be approved by the City Council.

City Council, Place 3 (Concilio de Ciudad, Lugar 3)
Hugh Heath 40.29%
Stan Carver 37.33%
Elden Baker 22.37%

City Council, Place 4 (Concilio de Ciudad, Lugar 4)
Randy Atchley 32.12%
Bryan Heath 36.16%
Nathan Bryan 31.73%

City Council, Place 5 (Concilio de Ciudad, Lugar 5)
Danny Ussery 51.62%

Kelly Patterson-Herndon 48.38%

MOTION: Council Member Bryan moved to approve. Council Member Toten seconded. Motion carried 3-0.

4. **Adjourn.**

Mayor Pro Tem Miller adjourned the meeting at 5:39 PM.

Approved on December 8, 2020.

_____
Mayor Nate Pike

ATTEST:

_____
City Secretary Carrie L. Land

Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Review minutes of the November 2, 2020 Planning & Zoning Commission meeting. (Director of Development Services Ross Altobelli)

SUMMARY:

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:
1. 11-02-2020 PZ Minutes w-attachment

APPROVALS:

Lauren Mecke, Planner II	Created/Initiated - 11/25/2020
Ross Altobelli, Director of Development Services	Approved - 12/1/2020
Jim Proce, City Manager	Final Approval - 12/2/2020

MINUTES
PLANNING AND ZONING COMMISSION
November 2, 2020

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on November 2, 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, Brent Thomas, and Latoya Grady. Staff present were Ross Altobelli, Lauren Mecke, Olivia Demings, Kevin Johnson, Ray Isom, Jim Proce, and Clark McCoy via Zoom.

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 reminded the gentlemen in the room to schedule regular health screenings.

4. Location Map

Consent Items

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

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

7. Consider/Discuss/Action on a recommendation regarding the Jonic Addition, Block A, Lot 1 Minor Plat. Applicant: John Hendricks

   A motion was made by Commissioner Barton seconded by Commissioner Grady to recommend approval of consent items 5, 6, and 7. The vote was unanimous.

11. A) 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. Applicant: Jim Douglas

    Mr. Altobelli gave a brief presentation and answered questions from the council. The purpose of this lot is to combine lots 28 and 29X, add a 10ft utility easement along the back of 28R, and add

a 5ft drainage easement along 23R and 25R. This is a residential replat and therefore requires a public hearing. It is recommended for approval as submitted.

The public hearing opened at 7:07 p.m.

Jim Douglas with Douglas Properties, 2309 Avenue K, Suite 100, Plano, TX, stated that this is clean up item, the final plat has already been filed, and there has been a final walk through.

Commissioner Barton asked what was lot 29X originally for.

Mr. Douglas responded that it was a 15ft strip of land alongside the lot in the anticipation that they would need a utility easement.

The public hearing closed at 7:09 p.m.

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

A motion was made by Commissioner Grady seconded by Commissioner Ussery to recommend approval of the replat. The vote was unanimous.

8. A) Resume 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

The public hearing resumed at 7:12 p.m.

Commissioner Rubits arrived at 7:14 p.m.

Mr. Altobelli gave a brief presentation and answered questions from the commission. The applicant is proposing a mixed-use plan. The future land use maps designate the area as Commercial and Employment District. The request is not in conformance with the land use map however, at the time it was created it did not consider the Mantua project that will be adjacent to this development. The applicant is proposing a SF-72 product in response to the commission's concerns that the developer provide larger product for people to grow into. They are proposing a three-story town home product that will create a buffer. They have removed the two-family product and removed the stipulation that would reduce the corner lot setback.

Requested stipulations include 5' reduced rear yard setback, 15% increase in lot coverage for SF-72, 5% increase in lot coverage for SF-60 and SF-TH, and 2-story MF-2 height limitation within 100 feet of single& townhome zoning. Automobile and related uses and a majority of transportation, utility and communication uses will be prohibited in C-1 zoning. They are also proposing 8ft hike and bike trail, preserving existing tree lines and have included a stipulation for a private amenity center that would be a requirement as part of the zoning, as well as berms and planning between the single family and multifamily for added buffer. The commissioners expressed a concern about the need for a school. Staff spoke with Anna ISD and identified a location that would be a future school site, when and if needed. Because of the Mantua zoning, this design will provide a buffer between single-family and commercial, as well as, a neighborhood where you can grow in.

Jeff Miles, 802 North Keeley Avenue, Lewisville, TX noted that D.R. Horton took the comments from last meeting and made a real effort to address everyone's concerns. This plan has almost 49 acres of park or open space. We feel with the product mix and open space we are providing a nice development for everyone. We are committed to work with the City to get Rosemond built from HWY 75 over to the high school.

Commissioner Henke ask if the detention pond would always have water.

Mr. Miles responded that yes, they build wet ponds. The water level will simply go up if there is rain.

Commissioner Grady stated that she like the updated plan.

Commissioner Barton asked about the meaning of lots labeled with a X.

Mr. Altobelli responded that these are HOA common areas.

Commissioner Barton stated his concern about on street parking.

Commissioner Rubits asked if the Fire Department had any concerns with the height of the multifamily product and if the underbrush would be cleared on the park land.

Mr. Altobelli responded that we require a wider fire lane to accommodate for the added height and a stipulation has been included that will require cleaning of the underbrush of the treed area.

Commissioner Ussery asked how many patio homes would be built, their size, and price point.

D.R. Horton representatives responded that there would be 375, the average size would be 2,100 to 2,200 square feet, and prices will be dictated by the market.

Mr. Altobelli added that the minimum size allowed by ordinance for townhomes is 1,200 square feet.

Chairman Tutson noted his concern with the width of the streets and providing emergency vehicles adequate access.

Chief Raymond Isom was present and responded, along with planning staff, that the roads meet City requirements.

Russell Harlow, 1620 Gentleway Prosper, TX 75078, the property owner, provided a historical account of his family's involvement in the City. His family intends for D.R. Horton to collaborate with the City and see the development as an improvement that will benefit the entire City.

Chairman Tutson added that he appreciated D.R. Horton listening to the commission's concerns and applying them to updating the plan.

Commissioner Thomas thanked the applicant as well for making the changes and meeting the spirt of the agreement with the Harlow family.

The representatives for D.R. Horton thanked Mr. Altobelli for being very responsive throughout the process.

Commissioner Thomas summarized an anonymous letter submitted by an Anna Citizen and asked that it be entered into the public record (EXHIBIT 1).

The public hearing closed at 7:58 p.m.

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

A motion was made by Commissioner Henke seconded by Commissioner Thomas to recommend approval of the request to rezone. The vote passed 6 to 1 with Commissioner Ussery voting no.

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 Thomas seconded by Commissioner Henke to recommend approval of the concept plan. The vote passed 6 to 1 with Commissioner Ussery voting no.

9. A) Resume 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

Mr. Altobelli provided a brief presentation and answered questions from the commission. The applicant is asking to amend the existing zoning to modify the location and development standards of the allowed land uses granted by the existing zoning. The property is currently undeveloped, except for phase 1. The current zoning was adopted in 2015 to create one master planned development. Centurion American has submitted a new overall concept plan for the Villages of Hurricane Creek and the Villages of Hurricane Creek – North. It showed an overall development plan with smaller lots. The proposed zoning would allow for smaller lots outside of phase one and allow for an increase of 229 single-family dwelling units. Under previous staff there was a location chosen for a fire station, however current staff believes that there is a more appropriate location along future Standridge Boulevard that would best serve the community. The applicant is proposing a school site on the property for when it is required. They are proposing an amphitheater, neighborhoods parks, interior trail system, and a large private amenity center. Staff is supportive of the zoning request because it meets the future land use map and comprehensive plan, however we are asking that the commission consider a stipulation that the application look at the best location for the future fire station.

Commissioner Ussery asked how many acres the school site is.

Mr. Altobelli responded that is 14 acres with roughly 12 acres of upland.

The public hearing opened at 8:08 p.m.

Sean Terry, 800 Valley View Lane, Farmers Branch, TX, we started this project when it was zoned for all 50ft lots, we worked with staff originally to come up with bigger lot sizes. It took almost two years to get easements. We found out that we were having a hard time getting builders to sign up for the project because of the larger lot sizes. We were able to acquire more land with frontage on Highway 75. We discussed the fire station site with previous staff, and they chose that location. We can look to increase the site but if we move it we will lose many lots. We determined that we still

want to bring the larger lot sizes now, but we need to include the smaller lots as well to incentivize home builders. We feel that this design will create a true mixed-use development, where people can move through different home sizes. Centurion American has done the Riverwalk in Flower Mound and the Statler Hotel and Collin Creek hotel and own restaurants that we can bring to Anna. We are proposing 883 lots, an amenity center, hike and bike trail, and amphitheater. We are donating land for the school site and will have a nice water feature with a soil conservation lake. The rail system will have connectivity throughout the development. We are bringing three new home building companies for this project: New Synergy Homes, Beazer Homes, and First Texas Homes. It will bring a new mix of product to Anna. Our lowest priced town home will be around 245,00 and I don't see much product being under 285,000. Top end product could be 600,000 to 800,000. We've work with staff to make sure we are bringing our best product.

Commissioner Grady thought it was a beautiful presentation that made a lot of sense and will bring diversity to Anna.

Chairman Tutson mentioned that he was excited to see this come to fruition.

Councilman Bryan made a statement that he first knew about the land purchase in 2014 and that's when discussion began. We are here with new staff and management and the design is much better and something to be excited for.

Mr. Altobelli clarified for the commission that staff did not have background on previous zoning request and what they are proposing is a pretty substantial change, but the applicant has worked well with the City and the school to meet the standards.

Mr. Terry commented that the zoning in 2014 made sense then because people were wanting more county larger lots, but the ideas have changed.

Commissioner Ussery commented that from now on we will have all the records in check and documented correctly.

Chairman Tutson question staff if they would be comfortable with the commission approving the concept plan.

Mr. Altobelli responded that the fire station location has been platted but we see the ability to relocated to a better location. We recommend that it be considered, and it can be handled during the platting stage.

Chairman Tutson asked the applicant that if the commissioner decided to table the concept plan would it hinder you in any way.

Mr. Terry responded that it would. We have some building contracts relying on zoning.

Mr. Altobelli added there is no need to table the concept plan. The recommendation could be as simple as the commission stipulating that the applicant meet with the fire department to discuss location.

Chief Isom added that the fire department would prefer the station to be on Standridge to have direct access to the highway and be more central to the development. The lot is a little awkward shaped and can only fit a two bay. From a public safety perspective, we will need plenty of room for police officers, as well as, an area we can house our reserve equipment.

Commissioner Ussery asked how hard it would be for the developer to move the site.

Mr. Altobelli responded that the reduction to the amount of lots would be minimal. We must make sure the design works for all parties. We think they could pick up lots in the correct location. This is conceptional and additional work is needed.

Mr. Terry commented that they are willing to look at it and sit down with the Fire Chief to find something that can work.

Commissioner Barton commented that it makes since to have the fire station on the east side of the development but wondered if there has there been any discussion about development on the east side of Standridge, as it could make a good fit for a fire station.

Mr. Altobelli responded that we have not had any conversations with the property owner. The location that is being discussed is near Suzie lane, which would be opposite of the recently approved multi-family. This is the time to have this discussion about moving the fire station because we are amending the zoning.

The public hearing closed at 8:35 p.m.

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).

Commissioner Barton clarified discrepancy in the staff write up and confirmed that the chart on page 10 represents the applicants request. He expressed his concern over corner lots having a 10ft side yard as opposed to a 15ft side yard and 10ft rear yards.

Mr. Altobelli responded that there is an SIA agreement for the north portion that has been approved by Council. They are matching those standards. These are minimums and doesn't mean they will do it.

The applicant added that all plans would be created that with the end user in mind. The builder will want to put as much back yard as they can for the home buyer. This allows for a patio or outdoor entertainment area. We are making the zoning identical to the north portion.

Commissioner Grady stated that she agreed that the most respectful thing to do, since this has already been in motion for so long, is to approve the zoning.

Commissioner Rubits asked Councilman Bryan for the history on the approval of the SIA on the north portion.

Councilman said that this was to spur west side development to make the area more diverse and provide options. It is a progressive type neighborhood for smaller homes with attractive amenities.

Commissioner Grady added that this sounds like it will be beautiful and is what I was looking for, and other are looking, for when moving to Anna.

Commissioner Rubits stated that we are being presented with smaller lots and more modifications. We are talking about a high percentage of lot coverage. You could have a patio with no cover all

the way to back of the yard. We have said multiple times that we don't want that, and I'm confused on what has changed.

Commissioner Henke responded that nothing has changed, they are proposing a wide variety of lot types. Lack of diversity in lot sizes was the main concern with other developments, this is consistent with what we just approved.

Mr. Altobelli responded that the lesser depth of 100 will be along curves or cul-de-sacs, the typical lot would be 110.

Commissioner Rubits added that he was concerned with the 20ft front yard setbacks.

A motion was made by Commissioner Grady seconded by Commissioner Henke to recommend approval of the concept plan. The vote passed 6 to 1 with Commissioner Rubits voting no.

C) Consider/Discuss/Action on a recommendation regarding the Concept Plan, The Villages of Hurricane Creek, associated with the rezoning request. The vote passed 6 to 1 with Commissioner Rubits voting no.

A motion was made by Commissioner Grady seconded by Commissioner Thomas to recommend approval of the site plan with the stipulation that they have a conversation with the fire department to best accommodate their needs.

10. A) Conduct a public hearing to consider public comments to rezone 16.2± acres located at the southwest corner of US HWY 75 and CR 370 (Future Rosemond Pkwy) from SF-E Single Family Residential-Large Lot to C-2 General Commercial. Applicant: Dwayne Zinn, Cross Engineering

Mr. Altobelli gave a brief presentation and answered questions from the commission. The request is to rezone a tract of land on the frontage road, with Future Rosamond Parkway to the north. They are requesting to rezone to C-2, which allows for the most commercial uses. Staff is in support of the request.

Commissioner Barton confirmed that it is consistent with the master plan.

Commissioner Henke clarified with staff that the placeholder zoning, once land is annexed into the City is SF-E.

Commissioner Grady asked what type of commercial building would be going on the property.

Mr. Altobelli responded that we have had preliminary talks with the applicant and know that the owner is in the medical profession and will be keeping a tract of land for his offices.

Commissioner Barton confirmed that the surrounding lots had commercial zoning.

Commissioner Grady left Council Chambers at 8:58 p.m.

The public hearing opened at 8:59 p.m.

The public hearing closed at 9:00 p.m.

Commissioner Grady returned to Council Chamber at 9:00 p.m.

B) Consider/Discuss/Action on a recommendation regarding the request to rezone 16.2± acres located at the southwest corner of US HWY 75 and CR 370 (Future Rosemond Pkwy) from SF-E Single Family Residential-Large Lot to C-2 General Commercial.

A motion was made by Commissioner Thomas seconded by Commissioner Ussery recommend approval of the rezone. The vote was unanimous.

12. Adjourn

A motion was made by Commissioner Thomas seconded by Chairman Tutson to adjourn the meeting. The vote was unanimous. The meeting adjourned at 9:03p.m.

_____

Alonzo Tutson

Planning and Zoning Commission Chairman

ATTEST:

_____

EXHIBIT 1

From: [redacted]
Sent: Monday, November 2, 2020 9:17 AM
To: Lauren Mecke
Subject: Quality, affordable housing definitely needed in Anna, TX

Dear City of Anna Planning and Development Department and Anna City Council,

This letter is in regards to your City Council Meeting tonight at City Hall. My husband and I, along with many other citizens strongly believe Anna needs more affordable housing choices. There is a shortage of affordable starter homes, now for sale starting at around $200,000 for a pre-owned home that usually needs multiple repairs. Those who oppose newly built affordable housing are Property Managers and landlords acting out of self-interest to control a monopoly market of sky-high, out of control and ever-rising home prices.

A diverse set of home buying options is needed in Anna. COVID19 has financially impacted many families and a quality home builder like D.R. Horton is stepping up to help more Anna residents live the American Dream of home ownership at more affordable prices. Let's not stop a good thing, providing diverse and better opportunities for our city and residents. This expansion also supports your strategic plan and vision by "Making Anna a Great Place to Live"and "Creating a Sustainable Anna Community through Planned, Managed Growth."

We're not worried about this affecting home values in subdivisions like Lakeview and West Crossing. We believe existing home values will hold at a reasonable rate, considering the square footage, upgrades and location of homes near the parks, which will add to their valuation.

Best regards,
City of Anna Residents

Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Review minutes of the October 1, 2020 Joint Community Development and Economic Development Corporation meeting. (Director of Economic Development Joey Grisham)

SUMMARY:

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:
1. October 1 2020 CDC EDC Joint Meeting Minutes - signed

APPROVALS:
Taylor Lough, Economic Development Administrator Created/Initiated - 12/2/2020

Officers:
Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:
Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

Anna Community Development Corporation and Anna Economic Development Corporation Regular Meeting Minutes

Thursday, October 1, 2020 at 6:00 pm
Anna City Hall, Council Chambers
111 N. Powell Parkway, Anna, Texas 75409

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a regular meeting at 6:00 p.m. on Thursday, October 1, 2020. Some members of Anna Community Development Corporation and the Economic Development Corporation participated in this meeting remotely in compliance with the Texas Open Meetings Act as suspended or modified under the pending Declaration of Disaster and associated executive orders and proclamations of the Governor of Texas.

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

CDC and EDC Board Members Present: Doris Pierce, Stan Carver, Shane Williams, and Michelle Hawkins. **CDC and EDC Board Members Participating Remotely:** Anthony Richardson. **CDC and EDC Board Members Absent:** Bruce Norwood and Rocio Gonzalez **Others Present:** Councilmember Lee Miller, Joey Grisham (Economic Development Director), Taylor Lough (Economic Development Manager) **Others Participating Remotely:** Clark McCoy (CDC/EDC Legal Counsel), Kevin Johnson (IT Manager), and Jason Meyer (Cooksey Communications)

1. **Call to Order. Roll Call and Establishment of Quorum.**
   The meeting was called to order by Stan Carver, Board Vice President, at 6:11 p.m.

2. **Invocation and Pledge.**
   Invocation was given by Stan Carver. Pledge of Allegiance was led by Stan Carver.

3. **Citizen Comments.**
   There were no citizen comments.

4. **Consider/Discuss/Act on approving minutes from the July 30, 2020 CDC Special Called Meeting. (CDC)**

Officers:
Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:
Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

5. **Consider/Discuss/Act on approving minutes from the July 30, 2020 EDC Special Called Meeting. (EDC)**
   Doris Pierce made a motion to approve the minutes on behalf of the CDC and EDC for the July 30th, 2020 Joint CDC and EDC Meeting. Shane Williams seconded the motion. All were in favor. Motion passed.

6. **Receive an update from Cooksey Communications regarding the Marketing Plan and Tagline.**
   Joey Grisham reminded the Board that staff is working with Cooksey Communications to develop a marketing plan and tagline. He stated that Cooksey has extensive experience with cities and EDCs. Joey Grisham introduced Jason Meyer with Cooksey, who provided a presentation and introduced his firm, which is celebrating their 20th anniversary. Over the past two months, Cooksey interviewed board members, city staff, and external stakeholders and benchmarked Anna against peer and aspirational EDCs. He covered the key advantages and opportunities for Anna to leverage in future messaging, assignment and methodology, key messaging recommendations, and an overview of budget suggestions over the next three years. Jason stated that the Anna CDC/EDC's marketing budget is currently very competitive when compared to other organizations.

   Stan Carver asked how Cooksey would brand and market the community, which is growing and changing. Jason Meyer explained that even the best marketing can only go so far – the demographics, market conditions, and execution are most important. Mr. Carver asked if print is still relevant or if in the post-pandemic world if we should back off print. Jason explained print is expensive, but necessary and that digital will be key moving forward, especially as several events are being postponed or canceled.

   Jason was asked about the EDC/CDC website user experience and he suggested interactive videos and additional promotional videos. Jason explained they had a partnership with Slingshot, a digital firm in Dallas that would help come up with ideas and solutions.

   Doris Pierce asked if Jason thought branding and marketing were separate functions or as one. Jason stated that he believed marketing and communications were one function with branding as a subset of those. Jason shared that he is working with staff on the tagline and advertising materials that are being developed from the interviews and research. Doris asked if the Board would have input on the materials and Joey stated that the Board would have input. Joey Grisham shared that staff is working with D CEO to sponsor the Real Estate Awards and will bring additional updates in the future. He thanked the Board for their input and support.

7. **Consider/Discuss/Act approving a resolution adopting an Anna Economic Development Incentives Policy and recommending to the City of Anna City Council. (CDC/EDC)**
   Joey Grisham explained that staff took the suggestions and questions to Clark McCoy who reviewed the policy draft. If approved by the Board, it would go to the City Council for their consideration. Rather than emailing inquires directly to Joey, interested parties may go online to directly input data on the Impact Data Source website. Each project will be required to meet performance standards and execute a performance agreement. The policy is a

guideline and can be changed as needed—it will also be put on the website for interested developers and prospects to view.

Shane Williams made a motion on behalf of the CDC to approve a resolution adopting an Economic Development Incentives Policy. Michelle Hawkins seconded the motion. All were in favor. Motion passed.

Doris Pierce made a motion on behalf of the EDC to approve a resolution adopting an Economic Development Incentives Policy. Stan Carver seconded the motion. All were in favor. Motion passed.

8. **Consider/Discuss/Act on appointing an ex-officio member to the Greater Anna Chamber of Commerce Board of Directors. (CDC)**
   Joey Grisham reminded the Board that as part of the professional services agreement with the Greater Anna Chamber of Commerce, the CDC can appoint a non-voting member to the Chamber Board of Directors. With board members missing, the members in attendance would like to table this item. The Board took no action.

9. **Director's Report**
   A. Report on current corporate financial status—Discussion Only
   Joey Grisham explained that the July sales tax collections were up 26% from the previous year. We are projecting a high year end and we have not heard of any businesses closing directly due to COVID.
   B. ED Strategic Plan Update
   Staff is working on a year-end document to the Strategic Plan.
   C. Anna Business Park Update
   Joey Grisham shared that staff is working with the architect and engineer to update renderings that should be completed soon. Activity is strong and several projects are considering the site.
   D. Comp Plan, Downtown Master Plan, and Parks/Trails Master Plan Update
   There are three 'virtual rooms' as part of the community engagement on the website. The first two rooms will close tomorrow, but the third room on Anna's future will be open until the end of the month. https://anna2050.com/

10. **CLOSED SESSION (exceptions):**
    A. Deliberate regarding the purchase, exchange, lease or value of real property. **(Tex. Gov't Code §551.072)** possible property acquisition; possible land sale/purchase; Anna Business Park.
    B. **Consult with legal counsel** on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code (**Tex. Gov't Code §551.071**); Grant program; Lease Agreement and promotional contract.
    C. **Discuss or deliberate Economic Development Negotiations**:
    (1) To discuss or deliberate regarding commercial or financial information that the Board of Directors has received from a business prospect that the Board of Directors seeks to have locate, stay, or expand in or near the territory of the City

of Anna and with which the Board is conducting economic development negotiations; or,
(2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). **(Tex. Gov't Code §551.087)** Anna Business Park Property; potential retail and medical projects.

Stan Carver made a motion to enter closed session. Shane Williams seconded the motion. All were in favor. Motion passed. The CDC moved into closed session at 8:39 p.m.

11. **Reconvene into open session and take any action on closed session items.**
Doris Pierce made a motion to reconvene into open session. Stan Carver seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 9:05 p.m.

12. **Receive reports from staff or Board Members 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.

The Greater Anna Chamber of Commerce is hosting fall events the weekend of October 23 as well as City Council candidate forums. Check the Greater Anna Chamber of Commerce website for details.

Anthony Richardson shared that the last day to register to vote in Texas is October 5th.

13. **Adjourn.**
Shane Williams made a motion to adjourn the meeting at 9:09 pm. Stan Carver seconded the motion. All were in favor. Motion passed.

APPROVED:

Anthony D Richardson (Nov 12, 2020 16:12 CST)

Anthony Richardson
President of CDC/EDC

ATTESTED:

Rocio Gonzalez
Secretary of CDC/EDC

October 1 2020 CDC EDC Joint Meeting Minutes

Final Audit Report 2020-11-13

Created:	2020-11-06
By:	Taylor Lough (tlough@annatexas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASiNMMLPjA9JQEr1pdYJR0BXlmNoRzq4g

"October 1 2020 CDC EDC Joint Meeting Minutes" History

Document created by Taylor Lough (tlough@annatexas.gov)
2020-11-06 - 0:11:51 AM GMT- IP address: 208.67.100.35

Document emailed to Anthony D Richardson (anthony@opportunityannatx.com) for signature
2020-11-06 - 0:12:11 AM GMT

Email viewed by Anthony D Richardson (anthony@opportunityannatx.com)
2020-11-08 - 4:36:01 AM GMT- IP address: 47.222.8.142

Document e-signed by Anthony D Richardson (anthony@opportunityannatx.com)
Signature Date: 2020-11-12 - 10:12:18 PM GMT - Time Source: server- IP address: 47.222.8.142

Document emailed to Rocio Gonzalez (rociocgonzalez@yahoo.com) for signature
2020-11-12 - 10:12:20 PM GMT

Email viewed by Rocio Gonzalez (rociocgonzalez@yahoo.com)
2020-11-13 - 5:17:26 PM GMT- IP address: 98.138.18.116

Document e-signed by Rocio Gonzalez (rociocgonzalez@yahoo.com)
Signature Date: 2020-11-13 - 5:18:45 PM GMT - Time Source: server- IP address: 47.222.23.150

Agreement completed.
2020-11-13 - 5:18:45 PM GMT

Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Review minutes of the November 5, 2020 Joint Community Development and Economic Development Corporation meeting. (Director of Economic Development Joey Grisham)

SUMMARY:

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:
1. November 5 2020 CDC EDC Joint Meeting Minutes - Signed

APPROVALS:
Taylor Lough, Economic Development Administrator Created/Initiated - 12/4/2020

Officers:
Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:
Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

Anna Community Development Corporation and Anna Economic Development Corporation Regular Meeting Minutes

Thursday, November 5, 2020 at 6:00 pm
Anna City Hall, Council Chambers
111 N. Powell Parkway, Anna, Texas 75409

The Anna Community Development Corporation and the Anna Economic Development Corporation conducted a regular meeting at 6:00 p.m. on Thursday, November 5, 2020. Some members of Anna Community Development Corporation and the Economic Development Corporation participated in this meeting remotely in compliance with the Texas Open Meetings Act as suspended or modified under the pending Declaration of Disaster and associated executive orders and proclamations of the Governor of Texas.

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

CDC and EDC Board Members Present: Anthony Richardson, Doris Pierce, Stan Carver, Rocio Gonzalez, Shane Williams, and Michelle Hawkins
CDC and EDC Board Members Absent: Bruce Norwood
Others Present: Joey Grisham (Economic Development Director), Taylor Lough (Economic Development Manager)
Others Participating Remotely: Councilmember Lee Miller, Clark McCoy (CDC/EDC Legal Counsel) and Kevin Johnson (IT Manager)

1. **Call to Order. Roll Call and Establishment of Quorum.**
   The meeting was called to order by Anthony Richardson, Board President, at 6:07 p.m.

2. **Invocation and Pledge.**
   Invocation and Pledge of Allegiance were led by Anthony Richardson.

3. **Citizen Comments.**
   There were no citizen comments.

4. **Consider/Discuss/Act on approving minutes from the October 1, 2020 CDC Special Called Meeting. (CDC)**

Officers:
Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:
Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

5. **Consider/Discuss/Act on approving minutes from the October 1, 2020 EDC Special Called Meeting. (EDC)**
   Stan Carver made a motion to approve the minutes on behalf of the CDC and EDC for the October 1st, 2020 Joint CDC and EDC Meeting. Rocio Gonzalez seconded the motion. All were in favor. Motion passed.

6. **Consider/Discuss/Act on appointing an ex-officio member to the Greater Anna Chamber of Commerce Board of Directors. (CDC).**
   Joey Grisham reminded the Board that the CDC has a professional services agreement with the Greater Anna Chamber of Commerce (GACC) that includes allowing a non-voting member to attend and participate in Board meetings. The GACC meets on the third Tuesday of each month.

   Rocio Gonzalez nominated Doris Pierce to serve as the CDC's ex-officio representative on the Greater Anna Chamber of Commerce Board. Michelle Hawkins seconded the nomination.

   Stan Carver made a motion on behalf of the CDC to appoint Doris Pierce to serve as the CDC's ex-officio member of the Greater Anna Chamber of Commerce. Anthony Richardson seconded the motion. All were in favor with Doris Pierce abstaining. Motion passed.

7. **Director's Report**
   A. **IEDC Award Recognition**
   Anthony Richardson announced that the Anna EDC was awarded the 2020 International Economic Development Council Silver Award in the General-Purpose Website Category for the OpportunityAnnaTX Website as well as a Bronze Award in the Multimedia/Video Promotion Category for the Anna Business Park Video. Joey Grisham thanked the Board for supporting the projects that were recognized.
   B. **Report on current corporate financial status—Discussion Only**
   Joey Grisham explained that the August financial documents were included in the packet and September numbers will be received in a few weeks. We are in a good position and expect to continue growth in 2021.
   C. **ED Strategic Plan Update**
   A document outlining FY2020 accomplishments and FY2021 objectives was included in the packet. Joey Grisham stated monthly updates moving forward will be provided to the Board. Several new retail options are opening soon at US-75 and FM-455.
   D. **Anna Business Park Update**
   Joey Grisham shared that a new master plan has been developed showing a proposed layout of the property. Staff has been working with utility providers and engineers to review easements and detention options.
   E. **Comprehensive Plan, Downtown Master Plan, and Parks/Trails Master Plan Update**
   Specific Downtown input will be gathered through a virtual room later this month and early December. The plan is on schedule to be completed in early April. Information on all the plans is available at anna2050.com
   F. **Marketing Plan**
   The plan was included in the packet. The consultants were asked to audit the CDC's existing marketing tools and provide recommendations. They met with Board members and

stakeholders to develop key messages and benchmark the organization. Next month Cooksey will return to provide a presentation and gather the Board's input on the tagline and advertisement lockups.

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

Shane Williams made a motion to enter closed session. Stan Carver seconded the motion. All were in favor. Motion passed. The CDC moved into closed session at 7:06 p.m.

9. **Reconvene into open session and take any action on closed session items.**
   Doris Pierce made a motion to reconvene into open session. Michelle Hawkins seconded the motion. All were in favor. Motion passed. The CDC reconvened into open session at 7:34 p.m.

10. **Receive reports from staff or Board Members 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.

Joey Grisham reminded everyone to go to anna2050.com to view the Comprehensive Plan information.

Stan Carver explained the City Council runoff election will be held December 8th. Shane Williams and Lee Miller stated the runoff may be combined with the State runoff, which is currently set for December 18th.

Officers:
Anthony Richardson, President
Stan Carver, Vice-President
Rocio Gonzalez, Secretary

Staff:
Joey Grisham, Economic Development Director
Taylor Lough, Economic Development Manager

AISD students are attending class in person.

Shane Williams complimented the higher fireworks show from last month.

11. **Adjourn.**
Anthony Richardson made a motion to adjourn the meeting at 7:40 pm. Stan Carver seconded the motion. All were in favor. Motion passed.

APPROVED:

Anthony Richardson
President of CDC/EDC

ATTESTED:

Rocio Gonzalez
Secretary of CDC/EDC

Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:

Review update/revision to Assignment of Acting City Manager. (City Manager Jim Proce)

SUMMARY:

It is recommended that the City Council review the following update/revision to Assignment of Acting City Manager. No action is required.

The City of Anna Home Rule Charter, ARTICLE 4—CITY ADMINISTRATION SECTION 4.01 City Manager, part (e) specifically states:

> ***(e) Acting City Manager: The City Manager, within 60 days after taking office, must designate by letter filed with the City Secretary, a qualified administrative officer of the City to perform the duties of the City Manager in his or her absence or disability. Such designation is subject to approval by the City Council. No member of the Council may serve as Acting City Manager. From time to time the City Manager may remove and/or appoint another Acting City Manager.***

Pursuant to this requirement, during the absence of the City Manager, the attached letter designates as primary "Acting City Manager" the current Assistant City Manager, Ryan Henderson. In the event of Ryan's concurrent absence, the letter designates Chief Ray Isom, as secondary.

As stated in the Charter, from time to time the City Manager may remove and/or appoint another Acting City Manager, and this would be notified to City Council in writing should such a circumstance be necessary.

Finally, this letter is being filing with the City Secretary, Carrie Land as required.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

No action is required; the item is for information only.

ATTACHMENTS:

1. Acting City Manager Assignment 120820

APPROVALS:

Jim Proce, City Manager Created/Initiated - 12/2/2020

City of Anna
111 North Powell Parkway
Anna, TX 75409
972-924-3325
www.annatexas.gov

Dec. 8, 2020

City of Anna, Texas
111 North Powell Parkway
Anna, TX 75409

Honorable Mayor, City Council, and City Secretary,

The City of Anna Home Rule Charter, ARTICLE 4—CITY ADMINISTRATION SECTION 4.01 City Manager, part (e) specifically states:

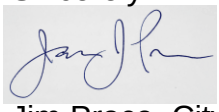
> ***(e) Acting City Manager: The City Manager, within 60 days after taking office, must designate by letter filed with the City Secretary, a qualified administrative officer of the City to perform the duties of the City Manager in his or her absence or disability. Such designation is subject to approval by the City Council. No member of the Council may serve as Acting City Manager. From time to time the City Manager may remove and/or appoint another Acting City Manager.***

Pursuant to this requirement, during my absence, I am designating as primary "Acting City Manager" the current Assistant City Manager, Ryan Henderson. In the event of Ryan's concurrent absence, I would designate Chief Ray Isom, as secondary. As stated in the Charter, from time to time the City Manager may remove and/or appoint another Acting City Manager, and I would notify you in writing should this be necessary.

Finally, by copy of this letter, I am filing this letter of intent with the City Secretary, Carrie Land.

Should you have any questions, please do not hesitate to contact me.

Sincerely



Jim Proce, City Manager
City of Anna, Texas

cc: Ryan Henderson, Assistant City Manager
Department Heads

Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:

Approve a Resolution regarding the Anna 455 Addition, Block A, Lots 4 - 6, Preliminary Plat. (Director of Development Services Ross Altobelli)

SUMMARY:

It is recommended that the City Council approve a resolution regarding the Anna 455 Addition, Block A, Lots 4-6, Preliminary Plat.

Jonathan Kerby, P.E., Kimley-Horn and Associates, Inc., has submitted an application for approval of a preliminary plat for Anna 455 Addition, Block A, Lots 4-6. There is vacant property on 3 lots on 4.3± acres located on the north side of White St. (FM 455) and 350± acres west of Ferguson Parkway. Zoned PD 709-2015.

The purpose for the preliminary plat is to propose lot and block boundaries and easement necessary for the creation of three nonresidential lots. The Planning and Zoning Commission recommended approval.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 3: Sustainable Anna Community Through Planned Managed Growth

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

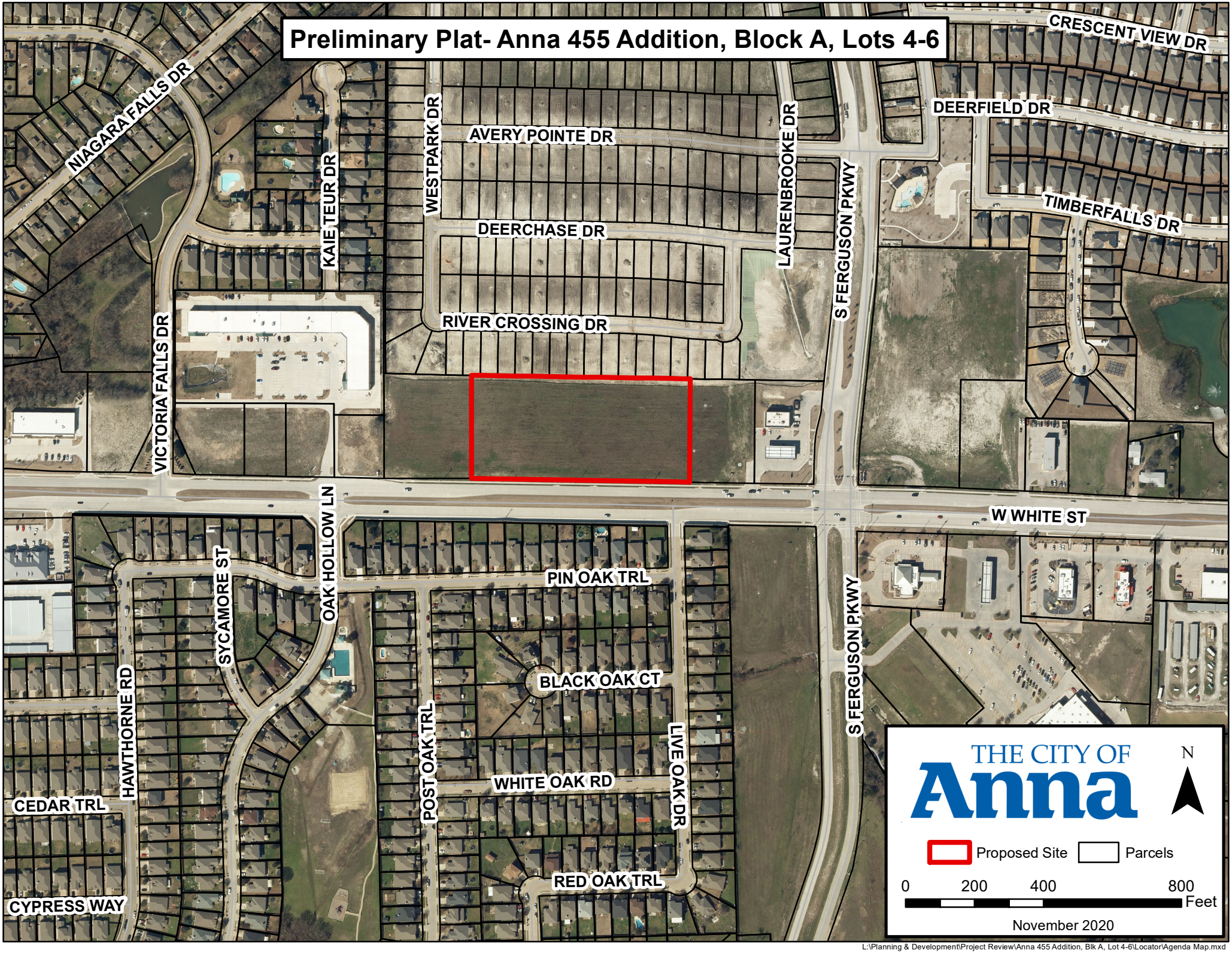
Staff recommends approval of this item.

ATTACHMENTS:

1. Agenda Map
2. RESOLUTION (PP) Anna 455 Addition, Blk A, Lot 4-6
3. EXHIBIT A (PP) Anna 455 Add Blk A, Lot 4-6

APPROVALS:

Lauren Mecke, Planner II	Created/Initiated - 12/1/2020
Ross Altobelli, Director of Development Services	Approved - 12/1/2020
Jim Proce, City Manager	Final Approval - 12/2/2020



L:\Planning & Development\Project Review\Anna 455 Addition, Blk A, Lot 4-6\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PRELIMINARY PLAT FOR ANNA 455 ADDITION BLOCK A, LOTS 4-6,

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 9.04 the Anna City Code of Ordinances ("Zoning Ordinance"); and

WHEREAS, Jonathan Kerby, PE, Kimley-Horn and Associates, Inc., has submitted an application for approval of a preliminary plat for Anna 455 Addition, Block A, Lots 4-6;

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Site Plan

The City Council hereby approves the preliminary replat for Anna 455 Addition, Block A, Lots 4-6, attached hereto as Exhibit A.

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

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

NORTH

GRAPHIC SCALE IN FEET
40 0 20 40 80
1" = 40' @ 24X36

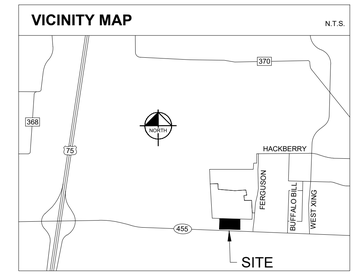
RIVER CROSSING DRIVE

BLOCK J
32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17

BLOCK C
AVERY POINTE PHASE 5
VOL. 2019, PG. 826
P.R.C.C.T.
20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38

39X-HOA

VICINITY MAP
N.T.S.



5' PRIVATE WALL MAINTENANCE EASEMENT
VOL. 2019, PG. 826

S89°01'10"E 635.95'

1/2" IRF
250.00'
IRSC
2.50'
10.00'
N89°01'41"W 166.28'
200.67'
N89°01'41"W 162.01'
249.58'
N89°01'43"W 273.84'
10' REAR YARD SETBACK LINE
10' WATER EASEMENT (BY THIS PLAT)
N89°01'43"W 191.31'
N89°01'43"W 166.52'
N89°01'43"W 50.07'
N89°01'43"W 50.07'
N89°01'43"W 135.00'
11.50'
8.52'
1.52'
10.00'
S89°01'10"E 185.70'
S89°01'10"E 128.66'
185.70'
188.00'
51.79'
5.25'
IRSC
1/2" IRFC "PEISER MANION SURV"
1/2" IRFC (DISTURBED)

25' UTILITY EASEMENT (BY THIS PLAT)
24' FIRE LANE AND ACCESS EASEMENT (BY THIS PLAT)
10' DRAINAGE EASEMENT (BY THIS PLAT)
WATER AND SANITARY SEWER EASEMENT
INST. NO. 20181022001311410
O.P.R.C.C.T.

REMAINDER OF A CALLED 20.000 ACRES
ANNA 455 COMMERCIAL, LP.
INST. NO. 20071205001623090 &
INST. NO. 20071205001623100
O.P.R.C.C.T.

CALLED 1.29 ACRES
STAR SPANGLED VENTURES LLC,
INST. NO. 20181022001312690
O.P.R.C.C.T.
NAME CHANGE TO
STAR SPANGLED VENTURES, INC.
INST. NO. 20200428000612500
O.P.R.C.C.T.

CALLED 1.722 ACRES
ADVILAS LLC,
INST. NO. 20180131000125100
O.P.R.C.C.T.

N0°13'26"E 300.12'
5' SIDE YARD SETBACK LINE

LOT 4, BLOCK A
1.369 ACRES
59,629 SQ. FT.

LOT 5, BLOCK A
1.719 ACRES
74,886 SQ. FT.

LOT 6, BLOCK A
1.279 ACRES
55,706 SQ. FT.

REMAINDER OF A CALLED TRACT II
ANNA 455 COMMERCIAL, LP.
INST. NO. 20121119001473740, INST. NO.
20121119001473750 & INST. NO.
20121119001473760
O.P.R.C.C.T.

24' FIRE LANE AND ACCESS EASEMENT (BY THIS PLAT)
N0°58'17"E 136.00'
N0°58'17"E 131.61'
S0°58'17"W 300.07'
N0°58'17"E 118.00'
N0°58'17"E 118.00'
S0°58'17"W 300.03'
N0°58'17"E 198.91'
N0°58'17"E 211.00'
S0°58'50"W 300.00'
DRAINAGE AND DETENTION EASEMENT (BY THIS PLAT)
DEED LINE
5' SIDE YARD SETBACK LINE

24' FIRE LANE, ACCESS AND UTILITIES EASEMENT
INST. NO. 20160106000016870
O.P.R.C.C.T.

84.00' 56.07' 84.00' N89°01'43"W 135.00' 84.00' 117.14' 63.89' 5.21'

25' BUILDING SETBACK LINE
10' WATER EASEMENT (BY THIS PLAT)
FIRE LANE AND ACCESS EASEMENT (BY THIS PLAT)
10' WATER EASEMENT (BY THIS PLAT)
25' BUILDING SETBACK LINE

1.29' 10.01' 62.50' 100.00' 80.50' 10.01' 173.53' 40.0'
40.0' 196.75' 101.21' 40.00' 249.58' 185.65'

XF
250.00'
P.O.B.
IRSC
PARCEL 16A
STATE OF TEXAS
INST. NO. 20120625000759600
O.P.R.C.C.T.
15' WATER EASEMENT
INST. NO. 20160106000016850
O.P.R.C.C.T.
N89°01'43"W 631.99'
IRSC
188.00'
S86°07'E, 1.75' TO SOUTHEAST CORNER
FRANCIS T. DUFFAU SURVEY, ABST. NO. 288
PARCEL 18, PT. 1
STATE OF TEXAS
INST. NO. 20120712000840560
O.P.R.C.C.T.

LOT 1, BLOCK A
ANNA 455 ADDITION
VOL. 2016, PG. 860
P.R.C.C.T.
1/2" IRFC "JBI"
1/2" IRFC "JBI"

FERGUSON PARKWAY

STATE OF TEXAS
VOL. 372, PG. 261
D.R.C.C.T.

WHITE STREET (F. M. 455)

60'
120' R.O.W.

STATE OF TEXAS
VOL. 372, PG. 161
D.R.C.C.T.

PARCEL 15
STATE OF TEXAS
INST. NO. 20110803000812100

3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18
BLOCK A
OAK HOLLOW ESTATES PHASE 1
VOL. N, PG. 647
P.R.C.C.T.

LIVE OAK DRIVE

PARCEL 17, STATE OF TEXAS
INST. NO. 20110803000812100

BLOCK A
1

PARCEL 19, STATE OF TEXAS
INST. NO. 20110803000812100

CALLED 36 ACRES
JOHN H. RATTAN
COUNTY CLERK'S FILE NO. 96-0024888
D.R.C.C.T.

GENERAL NOTES:

1. All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
2. All bearings shown are based on grid north of the Texas Coordinate System, NAD83, North Central Zone 4202. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.999856573. Vertical Datum NAVD 88.

FLOOD STATEMENT:

According to Community Panel No. 48085C0155J dated June 02, 2009 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone "X", which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	BUILDING LINE
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRSC	IRON ROD SET WITH CAP
INST. NO.	INSTRUMENT NUMBER
NTS	NOT TO SCALE
FND.	FOUND
B.L.	BUILDING LINE
P.R.C.C.T.	PLAT RECORDS OF COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS
XF	"X" CUT IN CONCRETE FOUND
P.O.B.	POINT OF BEGINNING

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	30.00'	47.12'	S45°58'17"W	42.43'
C2	90°00'00"	30.00'	47.12'	N44°01'43"W	42.43'
C3	90°00'00"	30.00'	47.12'	N45°58'17"E	42.43'
C4	90°00'00"	54.00'	84.82'	S45°58'17"W	76.37'
C5	34°12'58"	50.00'	29.86'	N71°55'14"W	29.42'
C6	34°12'58"	54.00'	32.25'	S71°55'14"E	31.77'
C7	90°00'00"	54.00'	84.82'	N44°01'43"W	76.37'
C8	90°00'00"	30.00'	47.12'	S44°01'43"E	42.43'
C9	90°00'00"	30.00'	47.12'	N45°58'17"E	42.43'
C10	90°00'00"	30.00'	47.12'	N44°01'43"W	42.43'
C11	5°08'33"	78.00'	7.00'	S57°23'01"E	7.00'
C12	34°12'58"	26.00'	15.53'	N71°55'14"W	15.30'
C13	90°00'00"	30.00'	47.12'	S45°58'17"W	42.43'
C14	90°00'00"	30.00'	47.12'	S44°01'43"E	42.43'
C15	90°00'00"	30.00'	47.12'	N45°58'17"E	42.43'
C16	60°55'35"	30.00'	31.90'	N29°29'30"W	30.42'
C17	90°00'00"	30.00'	47.12'	S45°58'17"W	42.43'
C18	90°00'00"	30.00'	47.12'	S44°01'43"E	42.43'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N44°01'43"W	14.28'
L2	N89°01'43"W	48.28'
L3	N00°58'17"E	11.50'
L4	N89°01'43"W	10.00'
L5	N00°58'17"E	11.50'
L6	N00°58'17"E	10.83'
L7	N89°01'43"W	18.40'
L8	N44°01'43"W	14.28'
L9	N00°58'17"E	10.00'
L10	N00°58'17"E	10.00'
L11	N45°58'17"E	17.11'
L12	S00°58'17"W	25.00'
L13	S00°58'17"W	25.00'
L14	S00°58'17"W	25.00'
L15	S00°58'17"W	25.00'

APPROVED
December 8th, 2020
CITY COUNCIL
CITY OF ANNA

APPROVED
December 7, 2020
P&Z COMMISSION
CITY OF ANNA

Non-Residential Lot Table	
Lot No.	Acreage
4	1.369
5	1.719
6	1.279
Total	4.367

EXHIBIT A

PRELIMINARY PLAT
ANNA 455 ADDITION
BLOCK A, LOTS 4 - 6

4.367 ACRES
OUT OF THE
FRANCIS T. DUFFAU, ABSTRACT NO. 288,
CITY OF ANNA, COLLIN COUNTY, TEXAS
NOVEMBER 2020

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
Tel. No. (972) 335-3580
FIRM # 10193822
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	MBM	KHA	NOV. 2020	068194017	1 OF 2

OWNER:
Anna 455 Commercial, LP
10950 Research Rd.
Frisco, TX 75033
Ph: 214.387.3993
Contact: Craig Curry

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, TX 75240
Ph: 972.770.1300
Fax: 972.239.3820
Contact: Jonathan Kerby, PE

DWG NAME: K:\FRI_SURVEY\068194017-ANNA RETAIL - ANNA\DWG\068194017 PRELIM PLAT VER18.DWG PLOTTED BY:MARK, MICHAEL 11/17/2020 8:38 AM LAST SAVED 11/5/2020 10:40 AM

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF COLLIN §

WHEREAS ANNA 455 COMMERCIAL, LP is the sole owners of the following described tract of land:

BEING a tract of land situated in the Francis T. Duffau Survey, Abstract No. 288, City of Anna, Collin County, Texas, and being a portion of a called 20.000-acre tract of land described in deeds to Anna 455 Commercial, LP recorded in Instrument No. 20071205001623090 and Instrument No. 20071205001623100, Official Public Records, Collin County, Texas, a portion of a called Tract II described in a deed to Anna 455 Commercial, LP recorded in Instrument No. 20121119001473740, Instrument No. 20121119001473750 and Instrument No. 20121119001473760, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set on the south line of said Tract II and the north right of way line of White Street (F. M. 455), as described as Parcel 16A in a deed to the State of Texas, recorded in Instrument No. 20120625000750960, Official Public Records, Collin County, Texas, same being the southeast corner of a called 1.722-acre tract of land described in a deed to Advilas LLC, recorded in Instrument No. 20180131000125100, Official Public Records, Collin County, Texas;

THENCE North 00°13'26" East, departing the south line of said Tract II, the north right of way line of White Street (F. M. 455), along the east line of said 1.722-acre tract, a distance of 300.12 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the northeast corner of said 1.722-acre tract, same being on the south line of Avery Pointe Phase 5, an addition to the City of Anna, Texas, according to the Final Plat, recorded in Volume 2019, Page 826, Plat Records, Collin County, Texas;

THENCE South 89°01'10" East, along the south line of said Avery Pointe Phase 5, a distance of 635.95 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the northwest corner of a called 1.29-acre tract of land described in a deed to Star Spangled Ventures LLC, recorded in Instrument No. 20181022001312690, Official Public Records, Collin County, Texas;

THENCE South 00°58'50" West, departing the south line of said Avery Pointe Phase 5 and along the west line of said 1.29-acre tract, a distance of 300.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for the southwest corner of said 1.29-acre tract, same being on the north right of way line of aforesaid White Street (F. M. 455), as described as Parcel 18, Part 1 in a deed to the State of Texas, recorded in Instrument No. 20120712000840560, Official Public Records, Collin County, Texas;

THENCE North 89°01'43" West, along the north right of way line of said White Street (F. M. 455), a distance of 631.99 feet to the **POINT OF BEGINNING** and containing 4.367 acres (190,221 square feet) of land, more or less.

OWNER'S CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT ANNA 455 COMMERCIAL, LP; acting herein by and through their duly authorized officers, do hereby adopt this plat designating the hereinabove described property as **ANNA 455 ADDITION, BLOCK A, LOTS 4 - 6,** an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

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

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

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

WITNESS, my hand at _____, _____, this the _____ day of _____, 2020.

ANNA 455 COMMERCIAL, LP, a Texas limited partnership

By: **Anna 445 Commercial GP, LLC**, a Texas limited liability company,
Its General Partner

By: _____

_____
(Printed Name)

_____
(Title)

STATE OF TEXAS §
§
COUNTY OF _____ §

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

Given under my hand and seal of office, this _____ day of _____, 2020.

_____
Notary Public in and for the State of Texas

_____
Printed Name

_____
My Commission Expires

STATE OF TEXAS §
§
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS

That I, Michael B. Marx, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my supervision.

_____
Michael B. Marx
Registered Professional Land Surveyor
Texas Registration No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, TX 75034
(972) 335-3580
michael.marx@kimley-horn.com

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

STATE OF TEXAS §
§
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Michael B. Marx, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2020.

_____
Notary Public in and for the State of Texas

_____
Printed Name

_____
My Commission Expires

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

_____
Mayor

_____
City Secretary

APPROVED
December 8th, 2020
CITY COUNCIL
CITY OF ANNA

APPROVED
December 7, 2020
P&Z COMMISSION
CITY OF ANNA

EXHIBIT A

PRELIMINARY PLAT
ANNA 455 ADDITION
BLOCK A, LOTS 4 - 6

4.367 ACRES
OUT OF THE
FRANCIS T. DUFFAU, ABSTRACT NO. 288,
CITY OF ANNA, COLLIN COUNTY, TEXAS
NOVEMBER 2020

Kimley»Horn
6160 Warren Parkway, Suite 210 Tel. No. (972) 335-3580
Frisco, Texas 75034 FIRM # 10193822 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MBM	KHA	NOV. 2020	068194017	2 OF 2

OWNER:
Anna 455 Commercial, LP
10950 Research Rd.
Frisco, TX 75033
Ph: 214.387.3993
Contact: Craig Curry

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, TX 75240
Ph: 972.770.1300
Fax: 972.239.3820
Contact: Jonathan Kerby, PE

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DWG NAME: K:\FRI_SURVEY\068194017-ANNA RETAIL - ANNA\DWG\068194017 PRELIM PLAT VER18.DWG PLOTTED BY:MARX, MICHAEL 11/17/2020 6:33 AM LAST SAVED: 11/5/2020 10:40 AM

Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Approve a Resolution regarding the Anna Ranch, Phase 1, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
It is recommended that the City Council approve a resolution regarding the Anna Ranch, Phase 1, Final Plat.

Jamie Marcoux, P.E., LJA Engineering, has submitted an application to amend the Final Plat for Anna Ranch by only plating the lots that will be constructed in Phase 1. The Anna Ranch Phase 1, Final Plat is in conformance with the existing zoning and generally conforms to the Anna Ranch Preliminary Plat.

The purpose for the final plat is to establish lot and block boundaries, and dedicate easements and street rights-of-way necessary for completion of the residential subdivision. The Planning and Zoning Commission recommended approval.

FINANCIAL IMPACT:

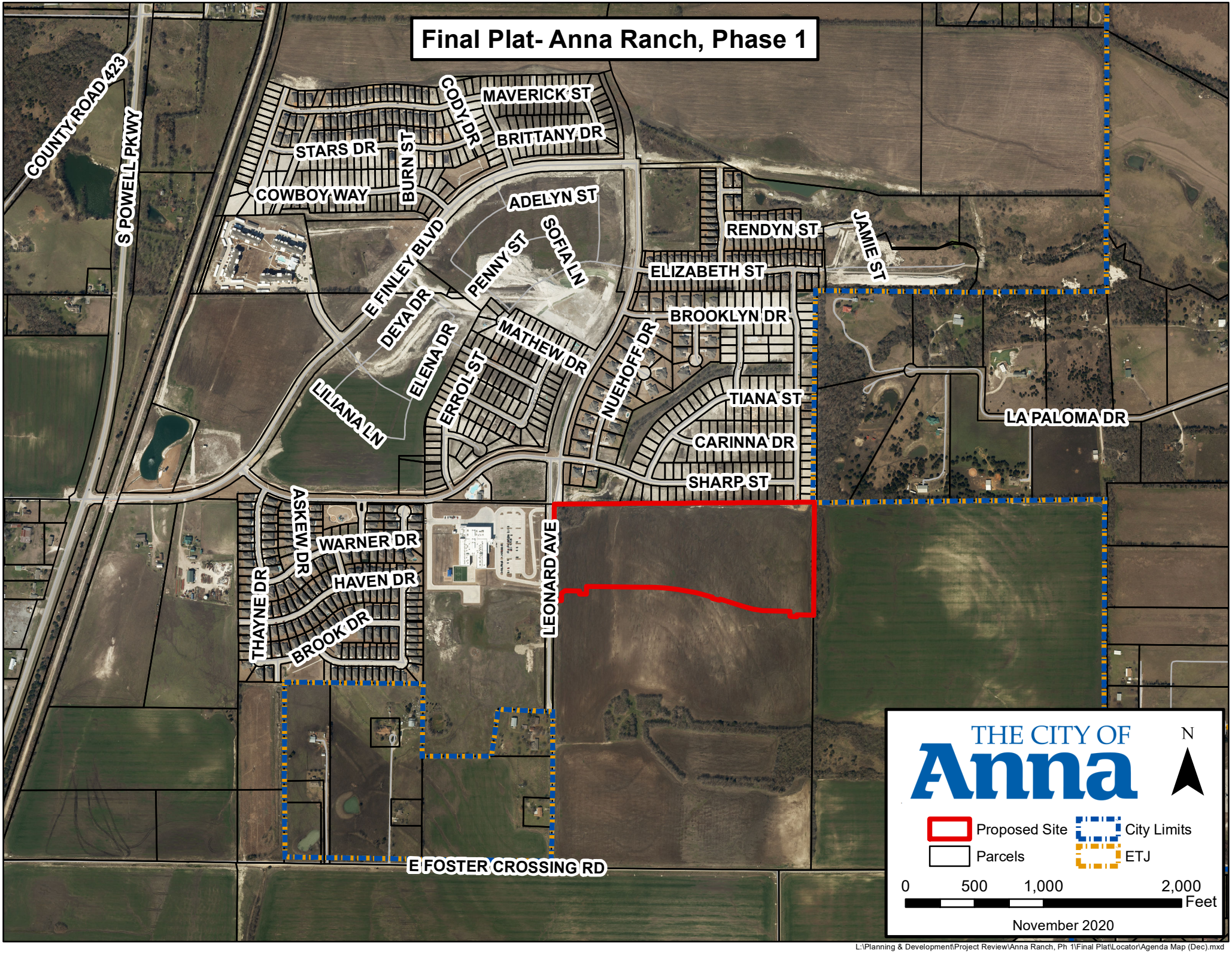
STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Staff recommends approval of this item.

ATTACHMENTS:
1. Agenda Map (Dec)
2. RESOLUTION - (FP) Anna Ranch, Ph 1
3. EXHIBIT A (FP) ANNA RANCH, PH 1 Stamped

APPROVALS:

Lauren Mecke, Planner II	Created/Initiated - 12/2/2020
Ross Altobelli, Director of Development Services	Approved - 12/2/2020
Jim Proce, City Manager	Final Approval - 12/2/2020



L:\Planning & Development\Project Review\Anna Ranch, Ph 1\Final Plat\Locator\Agenda Map (Dec).mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING ANNA RANCH PHASE 1, FINAL PLAT.

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

WHEREAS, Jamie Marcoux, P.E., LJA Engineering, has submitted an application for the approval of the Anna Ranch Phase 1, Final Plat;

WHEREAS, The Anna Ranch Phase 1, Final Plat generally conforms to the of Anna Ranch Phase 1, Preliminary Plat;

WHEREAS, The Anna Ranch Phase 1, Final Plat conforms to the existing zoning;

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

Section 1. Recitals Incorporated

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

Section 2. Approval of Final Plat

The City Council hereby approves the Anna Ranch Phase 1, Final Plat attached hereto as Exhibit A.

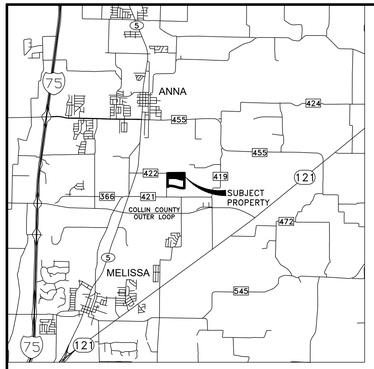
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 8th day of December 2020.

ATTEST: APPROVED:

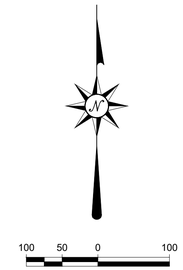
_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

ANNA RANCH - PHASE 1A

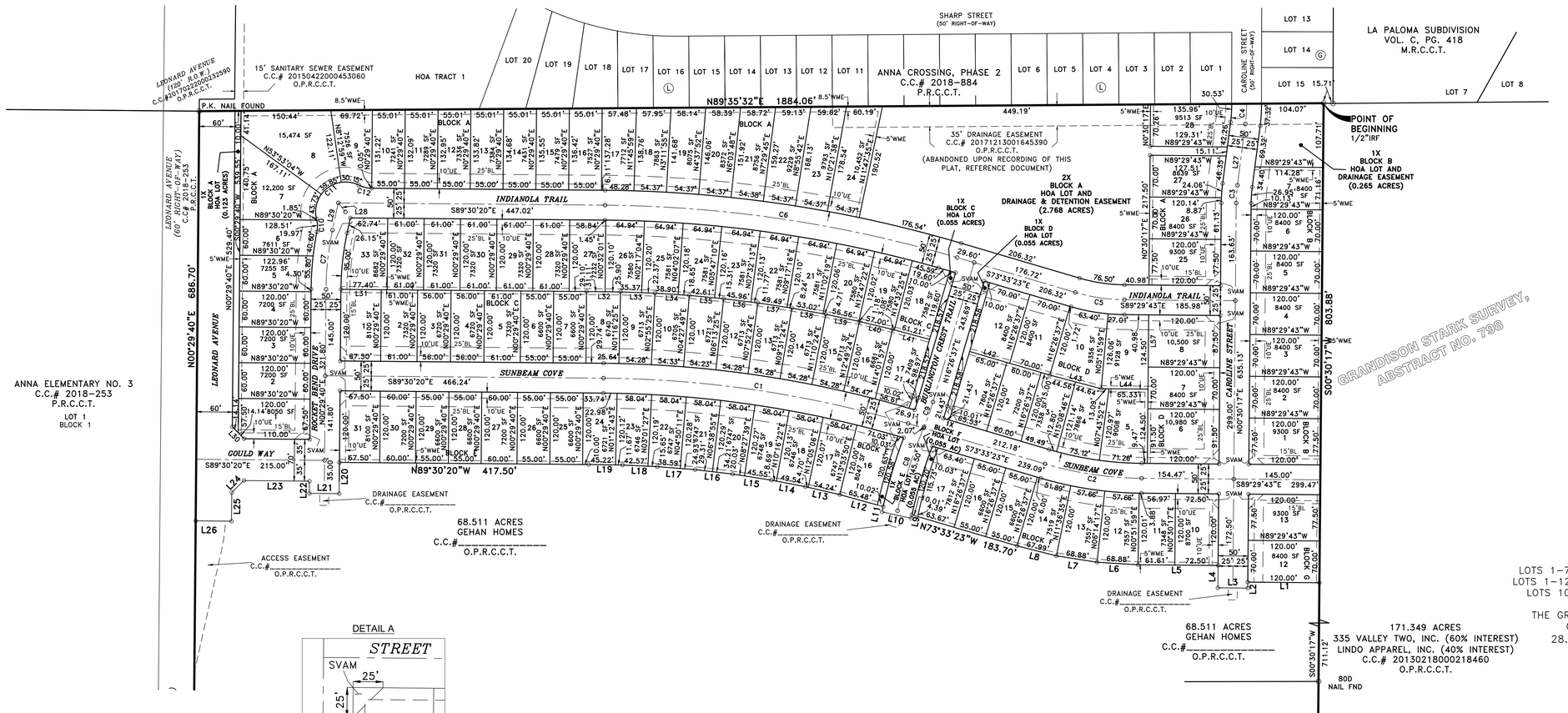


VICINITY MAP
NOT TO SCALE

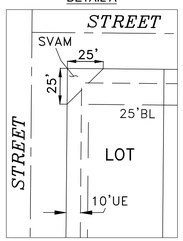


CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	15°56'57"	1860.00'	S81°31'51"E	516.09'	517.76'
C2	15°56'20"	590.00'	S81°31'33"E	163.60'	164.13'
C3	6°51'44"	250.00'	N03°56'09"E	29.92'	29.94'
C4	7°46'29"	250.00'	N03°28'47"E	33.90'	33.92'
C5	15°56'20"	300.00'	N81°31'33"W	83.19'	83.46'
C6	15°56'57"	2150.00'	N81°31'51"W	596.55'	598.49'
C7	11°27'33"	500.00'	N06°13'27"E	99.83'	100.00'
C8	10°34'08"	800.00'	N17°31'36"E	147.36'	147.57'
C9	6°22'03"	400.00'	N19°37'39"E	44.43'	44.45'
C10	25°00'17"	50.00'	N01°29'14"W	21.65'	21.82'
C11	130°19'33"	50.00'	N51°10'24"E	90.75'	113.73'
C12	25°50'31"	50.00'	S76°35'04"E	22.36'	22.55'

LINE	BEARING	DISTANCE
L1	N89°29'43"W	120.00'
L2	S00°30'17"W	10.00'
L3	N89°29'43"W	50.00'
L4	N00°30'17"E	37.50'
L5	N89°29'43"W	134.11'
L6	N86°26'08"W	68.88'
L7	N81°04'34"W	68.88'
L8	N75°45'36"W	67.99'
L9	S12°23'58"W	5.93'
L10	N77°54'19"W	50.00'
L11	N12°23'58"E	9.06'
L12	N74°33'11"W	75.50'
L13	N77°05'15"W	58.94'
L14	N79°02'41"W	58.23'
L15	N81°06'47"W	65.58'
L16	N83°16'11"W	63.52'
L17	N85°23'30"W	63.52'
L18	N87°25'32"W	58.23'
L19	N89°10'59"W	56.89'
L20	S00°29'40"W	52.30'
L21	N89°30'20"W	50.00'
L22	N00°29'40"E	20.50'
L23	N89°30'20"W	110.00'
L24	S45°29'40"W	28.28'
L25	S00°29'40"W	48.25'
L26	N89°30'20"W	60.00'
L27	S07°22'01"W	103.72'
L28	N38°46'33"W	19.38'
L29	N11°57'13"E	46.59'
L30	N44°30'20"W	28.28'
L31	S89°30'20"E	67.50'
L32	S89°19'09"E	57.01'
L33	S87°54'05"E	57.74'
L34	S86°15'14"E	57.55'
L35	S84°36'15"E	57.92'
L36	S82°57'06"E	57.74'
L37	S81°18'06"E	57.74'
L38	S79°39'06"E	57.74'
L39	S78°00'06"E	56.56'
L40	S78°00'06"E	57.74'
L41	S76°21'34"E	57.00'
L42	S74°59'21"E	64.29'
L43	S73°33'23"E	70.00'
L44	S75°09'45"E	89.19'
L45	S89°29'43"E	78.42'



DETAIL A



TYPICAL SVAM EASEMENT
NOT TO SCALE

LEGEND

IRF	IRON ROD FOUND
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
M.R.C.C.T.	MAP RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS
HOA	HOME OWNER'S ASSOCIATION
BL	BUILDING LINE
UE	UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SVAM	25' SIDEWALK, VISIBILITY, ACCESS, & MAINTENANCE EASEMENT
WME	WALL MAINTENANCE EASEMENT
R.O.W.	RIGHT-OF-WAY
SF	SQUARE FEET
AC	ACRES

NOTES:

1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982), AND DENTON CORS ARP (PID-DF8986).
2. ALL CORNERS ARE 5/8 INCH IRON RODS WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET UNLESS OTHERWISE NOTED.
3. THE HOMEOWNERS ASSOCIATION (HOA) WILL OWN AND MAINTAIN ALL COMMON OPEN SPACE (X) LOTS.
4. ALL EASEMENTS ARE PUBLIC UNLESS OTHERWISE NOTED. WATER, SEWER, AND DRAINAGE EASEMENTS SHALL BE EXCLUSIVE OF FRANCHISE UTILITIES.
5. PROPERTY IS LOCATED IN FLOOD ZONE X AS SHOWN ON FEMA MAP NUMBER 48085C0160J, DATED JUNE 2, 2009.

APPROVED
December 7, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
DECEMBER 8, 2020
CITY COUNCIL
CITY OF ANNA

A FINAL PLAT OF
ANNA RANCH
PHASE 1A
OF
LOTS 1-28, 1X & 2X, BLOCK A
LOTS 1-7 & 1X, BLOCK B; LOTS 1-33 & 1X, BLOCK C
LOTS 1-12 & 1X, BLOCK D; LOTS 16-31 & 1X, BLOCK E
LOTS 10-17 & 1X, BLOCK F; LOTS 12-13, BLOCK G
SITUATED IN
THE GRANDISON STARK SURVEY, ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS
28.993 ACRES/ 106 RESIDENTIAL LOTS &
7 PRIVATE HOA/DEVELOPER OWNED
AND MAINTAINED OPEN SPACES
ZONED PD ORDINANCE 323-2007

OWNER/DEVELOPER: GEHAN HOMES, LTD.
15725 N. DALLAS PARKWAY,
SUITE 300
ADDISON, TEXAS 75001
PHONE: (972) 383-4300

ENGINEER/SURVEYOR:
LJA Surveying, Inc.
6060 North Central Expressway Phone 469.621.0710
Suite 440
Dallas, Texas 75206 T.B.P.L.S. Firm No. 10194465

Date: OCTOBER 2020 JOB NO. 0020 SHEET 1 OF 2

S:\NTX-LAND\0020\200 SURVEY\290 Mapping\0020PA01-PH1A.dwg 10/19/2020

OWNER'S CERTIFICATE

STATE OF TEXAS)(
COUNTY OF COLLIN)(

WHEREAS GEHAN HOMES, INC. IS THE SOLE OWNER OF A 28.993 ACRE TRACT OF LAND SITUATED IN THE GRANDISON STARK SURVEY, ABSTRACT NO. 798, IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING A PART OF A 68.004 ACRE TRACT OF LAND, CONVEYED TO GEHAN HOMES, INC., AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 28.993 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982), AND DENTON CORS ARP (PID-DF8986), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 68.004 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF A 171.349 ACRE TRACT OF LAND CONVEYED TO 335 VALLEY TWO, INC. (A 60% INTEREST) AND LINDO APPAREL, INC. (A 40% INTEREST), AS RECORDED IN COUNTY CLERK'S FILE NO. 20130218000218460, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING ON THE SOUTH LINE OF LOT 15, BLOCK G OF ANNA CROSSING, PHASE 2, AN ADDITION TO THE CITY OF ANNA, AS RECORDED IN COUNTY CLERK'S FILE NO. 2018-884, PLAT RECORDS, COLLIN COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 15, BLOCK G AND THE COMMON SOUTHWEST CORNER OF LOT 7 OF LA PALOMA SUBDIVISION, AN ADDITION TO THE CITY OF ANNA, AS RECORDED IN VOLUME C, PAGE 418, MAP RECORDS, COLLIN COUNTY, TEXAS, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID 171.349 ACRE TRACT, BEARS SOUTH 88 DEGREES 28 MINUTES 45 SECONDS EAST, A DISTANCE OF 15.71 FEET;

THENCE, SOUTH 00 DEGREES 30 MINUTES 17 SECONDS WEST, ALONG THE EAST LINE OF SAID 68.004 ACRE TRACT AND THE COMMON WEST LINE OF SAID 171.349 ACRE TRACT, A DISTANCE OF 803.88 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON SAID COMMON LINE;

THENCE OVER AND ACROSS SAID 68.004 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 29 MINUTES 43 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 00 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 29 MINUTES 43 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 30 MINUTES 17 SECONDS EAST, A DISTANCE OF 37.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 29 MINUTES 43 SECONDS WEST, A DISTANCE OF 134.11 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 86 DEGREES 26 MINUTES 08 SECONDS WEST, A DISTANCE OF 68.88 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 81 DEGREES 04 MINUTES 34 SECONDS WEST, A DISTANCE OF 68.88 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 75 DEGREES 45 MINUTES 36 SECONDS WEST, A DISTANCE OF 67.99 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 73 DEGREES 33 MINUTES 23 SECONDS WEST, A DISTANCE OF 183.70 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 12 DEGREES 23 MINUTES 58 SECONDS WEST, A DISTANCE OF 5.93 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 77 DEGREES 34 MINUTES 19 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 12 DEGREES 23 MINUTES 58 SECONDS EAST, A DISTANCE OF 9.06 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 74 DEGREES 33 MINUTES 11 SECONDS WEST, A DISTANCE OF 75.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 77 DEGREES 05 MINUTES 15 SECONDS WEST, A DISTANCE OF 58.94 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 79 DEGREES 02 MINUTES 41 SECONDS WEST, A DISTANCE OF 58.23 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 81 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 65.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 83 DEGREES 16 MINUTES 11 SECONDS WEST, A DISTANCE OF 63.52 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 85 DEGREES 23 MINUTES 30 SECONDS WEST, A DISTANCE OF 63.52 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 87 DEGREES 25 MINUTES 32 SECONDS WEST, A DISTANCE OF 58.23 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 10 MINUTES 59 SECONDS WEST, A DISTANCE OF 56.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 30 MINUTES 20 SECONDS WEST, A DISTANCE OF 417.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 00 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 52.30 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 30 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 29 MINUTES 40 SECONDS EAST, A DISTANCE OF 20.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 30 MINUTES 20 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 45 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 28.28 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 00 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 48.25 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 30 MINUTES 20 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER ON THE WEST LINE OF SAID 68.004 ACRE TRACT AND THE COMMON EAST RIGHT-OF-WAY LINE OF LEONARD AVENUE (A 60' RIGHT-OF-WAY), AND OF ANNA ELEMENTARY NO. 3, AN ADDITION TO THE CITY OF ANNA, AS RECORDED IN COUNTY CLERK'S FILE NO. 2018-253, PLAT RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 00 DEGREES 29 MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF SAID 68.004 ACRE TRACT AND ALONG SAID COMMON EAST RIGHT-OF-WAY LINE, A DISTANCE OF 686.70 FEET TO A P.K. NAIL FOUND FOR THE NORTHWEST CORNER OF SAID 68.004 ACRE TRACT, THE COMMON NORTHEAST CORNER OF SAID LEONARD AVENUE, OF SAID ANNA ELEMENTARY NO. 3, THE COMMON SOUTHWEST CORNER OF HOA TRACT NO. 1 OF AFORESAID ANNA CROSSING, PHASE 2, AND A COMMON SOUTHEAST CORNER OF LEONARD AVENUE (A 120' RIGHT-OF-WAY), AS RECORDED IN COUNTY CLERK'S FILE NO. 20170222000232590, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, NORTH 89 DEGREES 35 MINUTES 32 SECONDS EAST, ALONG THE NORTH LINE OF SAID 68.004 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID ANNA CROSSING, PHASE 2, A DISTANCE OF 1884.06 FEET TO THE POINT OF **BEGINNING** AND CONTAINING A CALCULATED AREA OF 28.993 ACRES OF LAND.

OWNERS CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **GEHAN HOMES.**, ACTING HEREIN BY AND THROUGH IT'S DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS **ANNA RANCH, PHASE 1A**, AN ADDITION TO THE CITY OF ANNA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS AND ALLEYS SHOWN THEREON. THE STREETS AND ALLEYS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. IN ADDITION, UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENT LIMITS THE USE TO PARTICULAR UTILITIES, SAID USE BY PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLIC'S AND CITY OF ANNA'S USE THEREOF. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR ARTS OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN SAID EASEMENTS. THE CITY OF ANNA AND PUBLIC UTILITY ENTITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING, READING METERS, AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

THIS APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, AND REGULATIONS OF THE CITY OF ANNA, TEXAS.
WITNESS MY HAND THIS THE ___ DAY OF _____, A.D. 2020.

GEHAN HOMES, LTD.

_____

BY: _____
TITLE: _____

STATE OF TEXAS)(
COUNTY OF _____)(

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ___ DAY OF _____, A.D. 2020.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ID NUMBER: _____

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, MICHAEL J. BAITUP, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON ACCURATELY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY, MADE UNDER MY DIRECTION AND THE SUPERVISION IN _____.20_____, AND THAT ALL CORNERS ARE AS SHOWN.

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.

STATE OF TEXAS · REGISTERED · LICENSED · MICHAEL J. BAITUP · 4574 · PROFESSIONAL · LAND SURVEYOR

MICHAEL J. BAITUP
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4574

DATE: _____

STATE OF TEXAS)(
COUNTY OF _____)(

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ___ DAY OF _____, A.D. 2020.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ID NUMBER: _____

MY COMMISSION EXPIRES: _____

STATE OF TEXAS)(
COUNTY OF COLLIN)(

I, _____, MAYOR, CITY OF ANNA, COLLIN COUNTY, TEXAS DO HEREBY CERTIFY THAT THE ABOVE PLAT AND DEDICATION WAS APPROVED BY THE CITY OF ANNA, TEXAS, FOR FILING IN THE MAP OR DEED RECORDS OF COLLIN COUNTY, TEXAS ON THE ___ DAY OF _____, A.D. 2020.

_____
MAYOR
CITY OF ANNA, TEXAS

ATTEST:

_____
CITY SECRETARY
CITY OF ANNA, TEXAS

DRAINAGE AND DETENTION EASEMENT

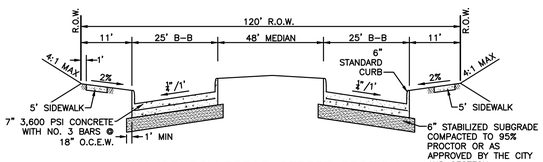
THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANNA (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS: THE PORTION OF BLOCK A, LOT 2X AS SHOWN ON THE PLAT IS CALLED "DRAINAGE AND DETENTION EASEMENT." THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAGE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION. NO OBSTRUCTION TO THE NATURAL FLOW OF STORM WATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINABOVE DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

SF-A	ADOPTED "PD" CONDITIONS	CURRENT "SF-60" STANDARDS
Minimum Lot Size	6,050 Square Feet	6,000 Square Feet
Minimum Width	55 Feet	50 Feet
Minimum Depth	110 Feet	120 Feet
Minimum Front Yard Setback	25 Feet; however porches and bay windows may encroach up to 5 Feet in Front of the Building Line	25 Feet
Minimum Rear Yard Setback	20 Feet	25 Feet
Side Yard Setback	7.5 Feet	10 Feet
Side Yard Corner	15 Feet	15 Feet
Masonry Percentage	60% Brick or Rock Veneer, Front 100%	60% Brick or Rock Veneer, Front 100%
Building Size	1,400 Square Feet	1,600 Square Feet

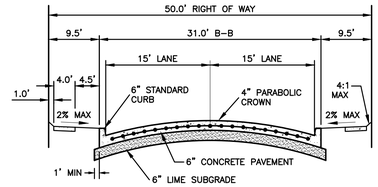
SF-B	ADOPTED "PD" CONDITIONS	CURRENT "SF-60" STANDARDS
Minimum Lot Size	6,600 Square Feet	6,000 Square Feet
Minimum Width	55 Feet	50 Feet
Minimum Depth	100 Feet	120 Feet
Minimum Front Yard Setback	25 Feet; however porches and bay windows may encroach up to 5 Feet in Front of the Building Line	25 Feet
Minimum Rear Yard Setback	20 Feet	25 Feet
Side Yard Setback	7.5 Feet	10 Feet
Side Yard Corner	15 Feet	15 Feet
Masonry Percentage	60% Brick or Rock Veneer, Front 100%	60% Brick or Rock Veneer, Front 100%
Building Size	1,600 Square Feet	1,600 Square Feet

SF-C	ADOPTED "PD" CONDITIONS	CURRENT "SF-60" STANDARDS
Minimum Lot Size	7,200 Square Feet	6,000 Square Feet
Minimum Width	60 Feet	50 Feet
Minimum Depth	100 Feet	120 Feet
Minimum Front Yard Setback	25 Feet; however porches and bay windows may encroach up to 5 Feet in Front of the Building Line	25 Feet
Minimum Rear Yard Setback	20 Feet	25 Feet
Side Yard Setback	7.5 Feet	10 Feet
Side Yard Corner	15 Feet	15 Feet
Masonry Percentage	60% Brick or Rock Veneer, Front 100%	60% Brick or Rock Veneer, Front 100%
Building Size	1,600 Square Feet	1,600 Square Feet

SF-D	ADOPTED "PD" CONDITIONS	CURRENT "SF-60" STANDARDS
Minimum Lot Size	8,400 Square Feet	6,000 Square Feet
Minimum Width	70 Feet	50 Feet
Minimum Depth	100 Feet	120 Feet
Minimum Front Yard Setback	25 Feet; however porches and bay windows may encroach up to 5 Feet in Front of the Building Line	25 Feet
Minimum Rear Yard Setback	20 Feet	25 Feet
Side Yard Setback	7.5 Feet	10 Feet
Side Yard Corner	15 Feet	15 Feet
Masonry Percentage	60% Brick or Rock Veneer, Front 100%	60% Brick or Rock Veneer, Front 100%
Building Size	1,600 Square Feet	1,600 Square Feet

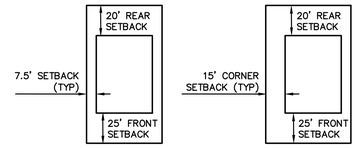


MAJOR COLLECTOR STREET SECTION
NTS



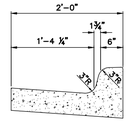
NOTE:
PAVEMENT SECTION TO BE VERIFIED BY GEOTECHNICAL RECOMMENDATION.

LOCAL RESIDENTIAL STREET SECTION
NTS



STANDARD LOT CORNER LOT

TYPICAL LOT SETBACKS
NTS



STANDARD CURB AND GUTTER
NTS

A FINAL PLAT OF
ANNA RANCH
PHASE 1A
OF
LOTS 1-28, 1X & 2X, BLOCK A
LOTS 1-7 & 1X, BLOCK B; LOTS 1-33 & 1X, BLOCK C
LOTS 1-12 & 1X, BLOCK D; LOTS 16-31 & 1X, BLOCK E
LOTS 10-17 & 1X, BLOCK F; LOTS 12-13, BLOCK G
SITUATED IN
THE GRANDISON STARK SURVEY, ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS
28.993 ACRES/ 106 RESIDENTIAL LOTS &
7 PRIVATE HOA/DEVELOPER OWNED
AND MAINTAINED OPEN SPACES
ZONED PD ORDINANCE 323-2007

OWNER/DEVELOPER: GEHAN HOMES, LTD.
15725 N. DALLAS PARKWAY,
SUITE 300
ADDISON, TEXAS 75001
PHONE: (972) 383-4300

ENGINEER/SURVEYOR:
LJA Surveying, Inc.
6060 North Central Expressway Phone 469.621.0710
Suite 440
Dallas, Texas 75206 T.B.P.L.S. Firm No. 10194465

Date: OCTOBER 2020 JOB NO. 0020 SHEET 2 OF 2

ANNA RANCH - PHASE 1A

S:\NTX-LAND\0020\200 SURVEY\290 Mapping\0020PA01-PH1A.dwg 10/19/2020

Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:

Approve a Resolution regarding the Anna Business Park, Block A, Lots 1 - 14, Concept Plan. (Director of Development Services Ross Altobelli)

SUMMARY:

It is recommended that the City Council approve a resolution regarding the Anna Business Park, Block A, Lots 1 - 14, Concept Plan.

5G Studio Industrial, LLC, has submitted an application for approval of a concept plan for Anna Business Park Block A, Lots 1 - 14. There is a vacant property on 60.3 acres located on the north side of the Collin County Outer Loop Road, 300 feet east of State Highway 5.

The purpose for the concept plan is to show the proposed industrial park lot layout and related site improvements. The Planning and Zoning Commission recommended approval.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval of this item.

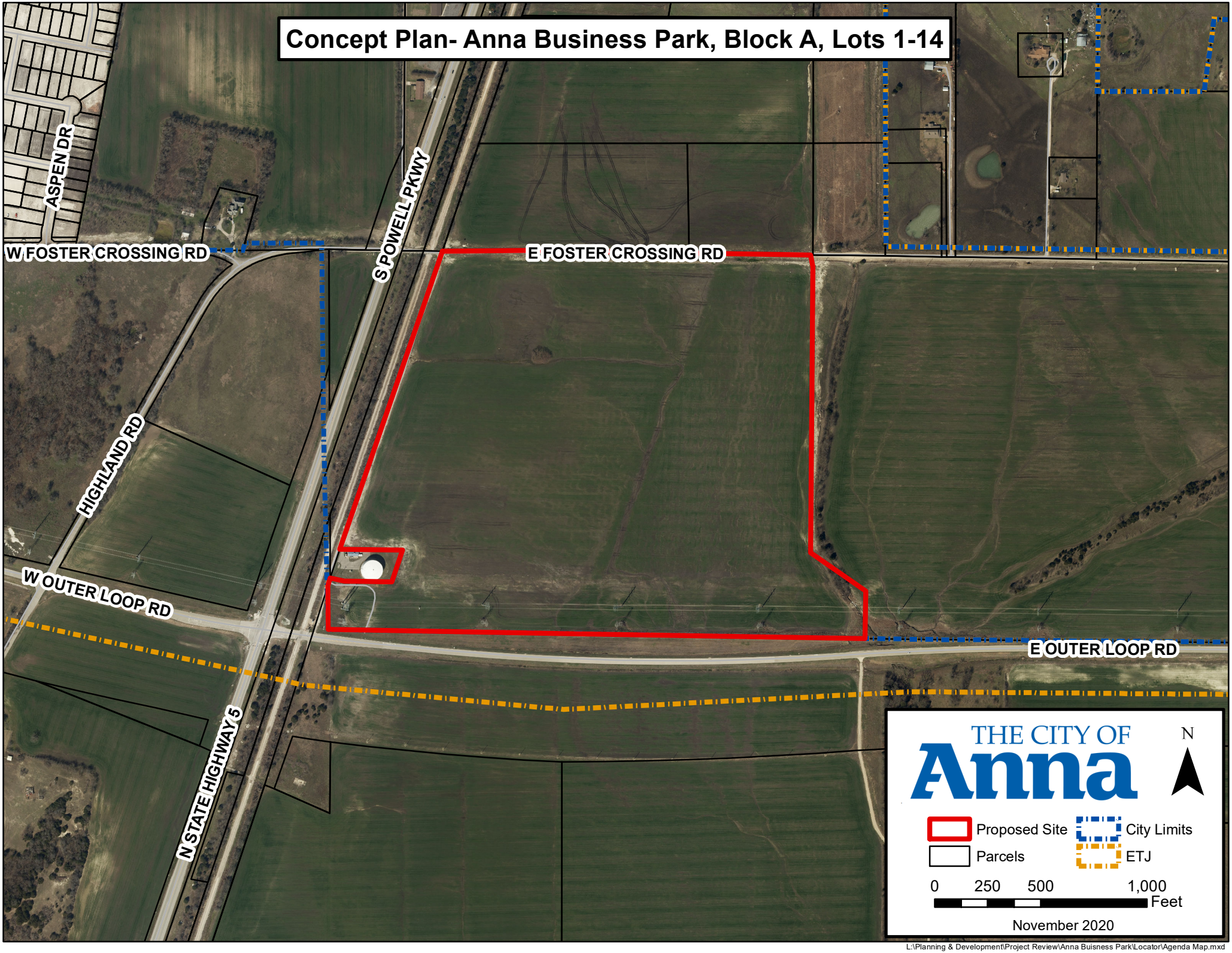
ATTACHMENTS:

1. Agenda Map
2. RESOLUTION (CP) Anna Business Park
3. EXHIBIT A (STAMPED) - (CP) Anna Business Park

APPROVALS:

Lauren Mecke, Planner II Created/Initiated - 12/1/2020

Ross Altobelli, Director of Development Services	Approved - 12/3/2020
Jim Proce, City Manager	Final Approval - 12/4/2020


Concept Plan- Anna Business Park, Block A, Lots 1-14
ASPEN DR
W FOSTER CROSSING RD
S POWELL PKWY
E FOSTER CROSSING RD
HIGHLAND RD
W OUTER LOOP RD
E OUTER LOOP RD
N STATE HIGHWAY 5
THE CITY OF Anna
N
Proposed Site
City Limits
Parcels
ETJ
0 250 500 1,000
Feet
November 2020
L:\Planning & Development\Project Review\Anna Buisness Park\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ANNA BUISNESS PARK, BLOCK A, LOTS 1-14, CONCEPT PLAN

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.04 of the Anna City Code of Ordinances ("Zoning Ordinance"); and

WHEREAS, 5G Studio Industrial, LLC. has submitted an application for approval of the Anna Business Park, Block A, Lots 1-14 concept plan;

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 Anna Business Park, Block A, Lots 1-14 concept plan attached hereto as Exhibit A.

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

ATTEST:

_____

City Secretary, Carrie L. Land

APPROVED:

_____

Mayor, Nate Pike

EXHIBIT A

ABS A0798 G STARK SURVEY, SHEET 2, TRACT 76, 13.245 ACRES
ZONING: PD-787-2018
LAND USE: RESIDENTIAL AND COMMERCIAL MIXED USE

ABS A0798 G STARK SURVEY SHEET 2, TRACT 77, 7.123 ACRES
ZONING: PD-787-2018
LAND USE: RESIDENTIAL AND COMMERCIAL MIXED USE

ANNA TOWN CENTER
ABS A0798 G STARK SURVEY, SHEET 2, TRACT 70, 4.137 ACRES

COUNTRY RD. 421 / 80' R.O.W.

VICINITY MAP

NORTH | SCALE N.T.S.

OPTIONAL FUTURE RAIL (SHOWN DASHED)

STATE HIGHWAY 5

TESTAMENTARY TRUST
ABS A0033 D E W BABB SURVEY,
SHEET 1, TRACT 98, 19.321 ACRES

EXISTING RAIL

PHASE TWO

PHASE THREE

NEW STREET / 70' R.O.W.

NEW STREET / 70' R.O.W.

NEW STREET / 70' R.O.W.

BLOCK A
- 1 — LOT 1, 6.19 AC / 269,818 SF, Bldg - 100,000 SF, BLOCK A, PHASE 1
- 2 — LOT 2, 2.28 AC / 99,367 SF, Bldg - 22,500 SF, BLOCK A, PHASE 2
- 3 — LOT 3, 2.09 AC / 91,130 SF, Bldg - 16,000 SF, BLOCK A, PHASE 2

BLOCK D - PHASE 1
- 1 — LOT 1, 2.82 AC / 123,005 SF, Bldg 34,000 SF, BLOCK D, PHASE 1
- 2 — LOT 2, 1.65 AC / 71,740 SF, Bldg 15,000 SF, BLOCK D, PHASE 1
- 3 — LOT 3, 2.23 AC / 97,250 SF, Bldg - 20,000 SF, BLOCK D, PHASE 1

BLOCK D - PHASE 2
- 4 — LOT 4, 3.40 AC / 148,050 SF, Bldg - 28,000 SF, BLOCK D, PHASE 2
- 5 — LOT 5, 2.74 AC / 119,438 SF, Bldg - 24,000 SF, BLOCK D, PHASE 2

BLOCK E PHASE 2
- 1 — LOT 1, 5.80 AC / 252,665 SF, Bldg - 80,000 SF, BLOCK E, PHASE 2

BLOCK B PHASE 1
- 1 — LOT 1, 6.56 AC / 285,613 SF, Bldg - 70,000 SF, BLOCK B, PHASE 1
- 2 — LOT 2, 6.26 AC / 272,483 SF, Bldg - 80,000 SF, BLOCK B, PHASE 1
- 3 — LOT 3, 5.63 AC / 245,132 SF, Bldg - 54,000 SF, BLOCK B, PHASE 1
- 4 — LOT 4, 5.79 AC / 252,107 SF, Bldg - 64,000 SF, BLOCK B, PHASE 1

BLOCK C PHASE 1
- 1 — LOT 1, 6.88 AC / 300,483 SF, Bldg - 100,000 SF, BLOCK C, PHASE 1

ABS A0033 D E W BABB SURVEY, SHEET 002, TRACT 195, 1. ACRES; (WATER TANK STORAGE)

HARLAN PROPERTIES INC
ABS A0033 D E W BABB SURVEY, SHEET 2, TRACT 124, 161.244 ACRES
ZONING: PD-323-2007
LAND USE: RESIDENTIAL AND COMMERCIAL MIXED USE

DETENTION POND

EXISTING ELECTRICAL TRANSMISSION POLE, TYP.

EXISTING ELECTRICAL TRANSMISSION TOWER, TYP.

MONUMENT SIGN

LANDSCAPE

COLLIN COUNTY OUTER LOOP RD.

HIXON FAMILY PARTNERSHIP LTD
ABS A0033 D E W BABB SURVEY, SHEET 1, TRACT 7, 73.6304 ACRES

ABS A0033 D E W BABB SURVEY, SHEET 2, TRACT 129, 114.398 ACRES

LOT	BLOCK	LOT AREA	BLDG AREA
1	A	6.19 AC / 269,818 SF	100,000 SF
2	A	2.28 AC / 99,367 SF	22,500 SF
3	A	2.09 AC / 91,130 SF	16,000 SF
1	B	6.56 AC / 285,613 SF	70,000 SF
2	B	6.26 AC / 272,483 SF	80,000 SF
3	B	5.63 AC / 245,132 SF	54,000 SF
4	B	5.79 AC / 252,107 SF	64,000 SF
1	C	6.89 AC / 300,483 SF	100,000 SF
1	D	2.82 AC / 123,005 SF	34,000 SF
2	D	1.65 AC / 71,740 SF	15,000 SF
3	D	2.23 AC / 97,250 SF	20,000 SF
4	D	3.40 AC / 148,050 SF	28,000 SF
5	D	2.74 AC / 119,438 SF	24,000 SF
1	E	5.80 AC / 252,665 SF	80,000 SF
TOTAL		60.32 AC	707,500 SF

NOTE: ALL BUILDING FOOTPRINTS ARE PRELIMINARY AT THIS STAGE. ALL LAND USE AND BUILDING HEIGHTS WILL ADHERE TO THE PLANNED DEVELOPMENT ("PD").

NORTH

100' 0 50 100' 200'
1" = 100' @ 24X36

APPROVED
December 7, 2020
P&Z COMMISSION
CITY OF ANNA

APPROVED
December 8,2020
CITY COUNCIL
CITY OF ANNA

5G Studio Industrial, LLC
1217 Main St, Suite 500
Dallas, TX 75202

Anna Business Park - Preliminary Master Site Plan

SCALE	DATE	PROJECT NUMBER	SHEET NO.
1" = 100'	12/02/2020	DIM003	1 OF 1

OWNER:
CITY OF ANNA
111 N POWELL PARKWAY
P.O. BOX 776
ANNA, TEXAS 75409
PH. 214.831.5394
CONTACT: JOEY GRISHAM

APPLICANT:
5G STUDIO INDUSTRIAL, LLC
1217 MAIN STREET, SUITE 500
DALLAS, TEXAS 75202
PH. 214.670.0050
CONTACT: KYLE McCULLAH

Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact: Joey Grisham

AGENDA ITEM:
Approve a Resolution approving an Economic Development Incentive Policy. (Economic Development Director Joey Grisham)

SUMMARY:
It is recommended that the City Council approve the resolution adopting the Economic Development Incentive Policy.

As a part of the Anna Strategic Plan and Anna Economic Development Strategic Plan, development of an Incentive Policy was listed as a high priority for the Council and CDC/EDC Boards. The role of an Incentive Policy is to provide parameters and guidelines for incentives and lay out the approval and application process. While an Incentive Policy does need some specifics, it should not be overly restrictive in order to allow for flexibility in meeting Council and CDC/EDC goals and objectives.

The Economic Development staff did extensive research by reviewing other similar policies and incorporated the priorities from the City and Economic Development plans. The CDC and EDC Boards unanimously adopted the policy on October 1, 2020.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:
Staff recommends approval of the resolution.

ATTACHMENTS:
1. Incentive Policy Resolution
2. Incentives Policy
3. CDC Incentive Policy Resolution - signed

4. EDC Incentive Policy Resolution - signed

APPROVALS:

Joey Grisham, Economic Development Director Created/Initiated - 12/2/2020

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE POLICY TO PROMOTE ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY OF ANNA; ESTABLISHING GUIDELINES AND CRITERIA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to attract high-quality developments and the creation of new jobs to stimulate business and commercial activity in the City of Anna, and

WHEREAS, the City recognizes that it may be necessary to provide economic development incentives, and

WHEREAS, the Anna Economic and Community Development Corporation Boards approved and adopted the Incentive Policy at a meeting on October 1, 2020, and

WHEREAS, upon full review and consideration, the City wishes to adopt an Economic Development Incentive Policy, attached hereto as Exhibit A, to stimulate business and commercial activity and attract new jobs to the City of Anna;

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

Section 1. **Recitals Incorporated**

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

Section 2. **Adoption of Policy**

The City Council of the City of Anna hereby approves and adopts the Economic Development Incentive Policy attached hereto as Exhibit A.

CONSIDERED, PASSED AND APPROVED by the City Council of the City of Anna at a regular meeting on the 8th day of December 2020.

APPROVED:

_____
Nate Pike, Mayor

ATTEST:

_____
Carrie L. Land

Exhibit A

Economic Development Incentive Policy

The City of Anna, Texas, (City), in partnership with the Anna Community Development Corporation (CDC) and the Anna Economic Development Corporation (EDC), is committed to the promotion and retention of high quality development that increases economic diversity and sustainability, creates jobs, and provides value to the community. The City considers incentives based on the merit of each project and in accordance with the criteria outlined in this document, the City of Anna Economic Development Strategic Plan, and the City of Anna Strategic Plan. All recipients that are awarded incentives must meet or exceed the criteria and performance standards outlined below and enter into a performance agreement with the City, CDC, and/or EDC. Nothing in this policy shall imply or suggest that the City, CDC, or EDC are under any obligation to provide an incentive to any applicant. All applications are considered on a case-by-case basis.

City of Anna Strategic Plan Goal 1: Growing Anna Economy

Objectives:

1. Maintain and enhance an effective economic development organization that markets Anna, finds prospects, and closes the deal
2. Expand the commercial tax base
3. Provide more jobs for neighbors
4. Develop parcels along U.S. 75 with viable businesses
5. Have a built-out Business Park
6. Have expanded medical and healthcare services, including Clinic and Outpatient Surgical Center(s)
7. Expand retail, restaurant and entertainment businesses

Anna Economic Development Vision

Anna has created a balanced and sustainable tax base that invites high quality jobs and facilitates, excellent quality of life with well-maintained and first-rate infrastructure, and offers a wide range of housing and public facilities that build community identity and pride and engage neighbors in meaningful ways.

Economic Development Corporation (EDC) & Community Development Corporation (CDC)
The City has both a Type A and Type B Economic and Community Development Corporation as set up by the Texas Development Corporation Act of 1979. The Type A sales tax is primarily intended for manufacturing and industrial development. EDCs may use Type A revenues may fund land, buildings, equipment, facilities expenditures, targeted infrastructure and improvements for projects and job creation. The Type B sales tax may be used for any project eligible under Type A rules and several other project types, including quality of life improvements. Type B corporations may pay for land, buildings, equipment, facilities, targeted infrastructure and improvements. Type B corporations created by cities with a population of 20,000 or less and those classified as landlocked communities may use sales tax revenue to fund projects that promote new or expanded business development that do not create or retain primary jobs.

Project Criteria
Eligible projects must provide a return on investment (ROI) and benefit for public funds provided. ROI may be determined through an analysis of:

- Total capital investment and resulting taxable value generating annual increases of property tax revenue
- The number and type of jobs to be created
- Estimated ability to generate direct and/or indirect sales tax revenue
- Estimated ability to generate future overnight stays that result in future direct hotel occupancy fund revenue and indirect revenue associated with visitors

Recommendations for incentives are based on the evaluation of the following:

- Fiscal Impact
    - What is the estimated total value of capital investment for buildings, other real property improvements and furniture, fixtures, and equipment?
    - What is the total projected annual operating budget of the facility?
    - What is the value of real and business personal property that will be added to the tax rolls?
    - How much direct sales tax will be generated?
    - How much infrastructure construction be required?
    - What is the estimated return on public investment?
- Employment Impact
    - How many permanent jobs will be brought to Anna?
    - How many jobs will be retained?
    - What types of jobs will be created?
    - What will the total annual payroll be?
    - What is the average annual salary of jobs created and/or retained?
- Community Impact
    - How compatible is the project with the City's Comprehensive Plan and Economic Development Strategic Plan goals?
    - How does the project support quality of life benefits such as preservation of open space and development enhancements?
    - What effect would the project have on the local housing market?
    - What environmental impact, if any, will be created by the project?
    - What effect would the project have on other taxing entities?

Targeted Priorities

The City may consider providing incentives for projects that further the City's strategic plans.

- Job Creation – The City may consider an incentive for the creation and maintenance of jobs by offering a grant payment for companies that create or relocate a minimum of 25 full-time jobs within the City. The company must maintain the number of jobs created and/or relocated for at least a 5-year period to receive the total grant payment. Each job eligible for grant payment must pay at least 100% of the average annual wage for Collin County, as determined by the United States Dept. of Labor, Bureau of Labor Statistics.
- Downtown – The City may consider incentives for projects within or immediately surrounding the City's downtown that advance the goals of the Downtown Master Plan. Incentives may include grants or reimbursement for improvements to new or existing buildings, pedestrian corridors, façades, murals or public art, iconic signage and/or lighting.
- Niche / Specialty Retail, Entertainment, Restaurant – The City may consider providing incentives to "destination" retailers or restaurants that have the capability to attract customers from outside the area, serve as a catalyst for other development in the area, and/or provide new and different shopping, dining, or entertainment experiences.
- Office – The City may consider providing incentives for corporate headquarters and/or regional offices as well as multi-tenant offices for professional services (accountants, engineers, architects, medical, information technology, lawyers, advertising and media, management consulting, financial, insurance, wealth management, actuary, etc.).
- Distribution and Logistics – The City may consider providing incentives to support the supply chain of existing primary employers and better serve current and future neighbors.
- Advanced and Light Manufacturing – The City may consider providing incentives for corporate headquarters and/or regional service locations.
- Medical / Healthcare – The City may consider providing incentives to provide additional medical and healthcare related businesses to support the existing and better serve current and future neighbors.
- Data Centers – The City may consider providing incentives for projects including data centers to support current and future businesses.

List of Available Incentives

The following may be offered by the City, CDC, and/or EDC for economic development projects that meet eligibility criteria. Not all tools are available for each project and any incentive is at the discretion of the Anna City Council and/or CDC and EDC Board. Investment from the City does not preclude other state, county or local incentives.

- Chapter 380 Agreements – Authorized under Chapter 380 of the Texas Local Government Code, this agreement between the taxpayer and taxing entity offers a variety of fee-based or tax-based incentives, including grants, loans, or rebates to promote local economic development and stimulate business and commercial activity.
- Economic Development Grants – The City has both Type A and Type B sales tax corporations. Funds may be available to finance qualified projects as determined by the Boards of the EDC and/or CDC.
- Fee Reductions / Waivers – The City may consider decreasing or waiving certain development fees on eligible projects.

- Triple Freeport Tax Exemption – The City, Anna Independent School District, and Collin County all allow freeport exemption on certain types of tangible personal property (i.e. inventory, etc.) from ad valorem property taxation provided the property is:
    - Acquired in or imported into Texas to be forwarded out of the state.
    - Detained in Texas for assembling, storing, manufacturing, processing, or fabricating purposes by the entity acquiring or importing it.
    - Transported out of state within 175 days after the date acquired or imported it into Texas.
    - Applications for freeport exemptions must be filed with the Collin County Appraisal District.
- Infrastructure Assistance – The City may facilitate development through enhancement of water, sewer, and/or roadway infrastructure relevant to sites selected for significant projects as needed.
- Modification of Development Regulations / Standards – The City may provide provisions for modifying development standards or regulations for unique developments that support major new tax benefits for the City or incorporates construction or design features that far exceed the City's regulations.
- Property Tax Rebates / Abatements – Authorized by Chapter 312 of the Texas Property Tax Code, the City may exempt all or a portion of the increase in the value of real and/or business personal property from taxation. A cost benefit analysis will be performed to determine the feasibility of the project as well as the percentage and terms of abatement. All abatements are subject to final approval of the City Council.
- Public Improvement Districts (PID) – Authorized by Chapter 372 of the Texas Local Government Code, the City may finance the cost of qualified improvements within a defined area. Applications for a PID must be made separately from other incentives. Please refer to the City of Anna Public Improvement District Policy.
- Tax Increment Reinvestment Zone (TIRZ) – Authorized by Chapter 311 of the Texas Tax Code, the City may use tax increment financing to enter into economic development and infrastructure reimbursement agreements to pay for improvements. The TIRZ, whether City-initiated or petitioned by the property owners, sets up a geographic boundary that can be used develop raw land and proactively address decline or deterioration. Note: The creation of a TIRZ may specify how tax revenue is allocated or spent, but does not in any way impact the tax rate as TIRZs have no taxing or assessment powers.

Statement on Tax Abatement

The Property Development and Tax Abatement Act, Chapter 312, Texas Tax Code, allows the City to establish its own criteria for tax abatements. Tax abatements may be offered in two categories: 1) real property and/or 2) business personal property.

Real property abatements will be offered to applicants that pursue the construction of new or expanded facilities in which to house the applicable project. The abatement will apply to the assessed value of improvements made.

Business personal property abatements will be offerred to applications that pursue the purchase or long-term lease of existing facilities. The abatement will apply to the assessed value of new personal property brought into the taxing jurisdiction. Assessed value shall mean the taxable value of real property improvements and business personal property as determined by the county appraisal district in which the property is located.

Value of Incentives
The subject criteria outlined herein will be used in determining whether it is in the best interest of the City, CDC and EDC to provide incentives. Specific considerations include how the individual project furthers the goals and objectives of the community and the impact of the project. The public benefit or amount of revenue realized by the City and attributable to the project must equal or exceed the value of any incentives granted under the application.

Eligible Activities
Incentive funds may be used for one or more of the following to assist development or redevelopment:

- Capital investment related to real property construction and acquisition
- Improvements to an existing building
- Infrastructure
- Site enhancements such as upgraded aesthetics or amenities
- Other purposes which bring value to the community as determined by the Anna City Council, EDC and CDC

Exclusionary Factors
While a project may meet all minimum project qualifications, it will not be considered for public investment if any of the following factors apply:

- The project would, for any reason, result in a net reduction of the ad valorem tax valuation of facilities in the City owned by the company, or its parent, subsidiary or affiliated companies
- The company is not in good legal or financial standing with the State of Texas (or other state if not formed in Texas), Collin County, or City
- The company is not registered to do business in Texas as evidenced by the records of the Texas Secretary of State
- The financial condition of the company is such that the ability of the company to meet its obligations is uncertain

Public Information
While Section 522.131 of the Texas Government Code (Public Information Act) makes information related to economic development negotiations between the City and business prospect confidential, any information provided by an applicant may be subject to release to the public pursuant to the Act.

It is the responsibility of the applicant to clearly identify proprietary or confidential information it wishes to protect from release. According to Section 312.003 of the Texas Tax Code, part of an application that describes the specific process or business activities to be conducted or equipment or other property is not subject to public disclosure until the incentive agreement is executed.

The City will make reasonable attempts to notify the applicant if a request is made for information that is indicated as confidential so that the applicant may assert its rights to be withheld from release to the Texas Attorney General.

Application

The first step for any applicant is to submit an application and include information detailing the criteria outlined above. For the application to be complete, the applicant shall prepare a map or other documents that show the precise location of the property. The map or other documents should show the existing uses and conditions of real property, proposed improvements and uses, and proposed zoning changes if applicable. Additional documentation should also show compatibility with the City of Anna 2035 Comprehensive Plan and applicable building codes and City ordinances. An application for financial or other incentives shall not be considered an application for a permit under Chapter 245 of the Texas Local Government Code.
Applications are submitted through a third-party software program and can be found online at https://opportunityannatx.com/the-edc-cdc/.

Application Review Procedural Guidelines

- All information in the application package will be reviewed for completeness and accuracy.
- The City's Economic Development Department will review the application with the City Manager and appropriate City departments for internal review and comments. Additional information may be requested as needed.
- The Anna Community Development Corporation (CDC) Board and Anna Economic Development Corporation (EDC) may serve as an advisory body which make recommendations to the City Council regarding whether economic development incentives should be offered in each individual case. The CDC and/or EDC Board may also provide incentives using CDC/EDC funds when appropriate. All meetings of the CDC/EDC Board shall be held in compliance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code. Additional information may be requested as needed.
- The CDC/EDC Board may consider adoption of a resolution approving the terms and conditions of a contract between the CDC/EDC and the applicant.
- If the City Council decides to grant a tax abatement, it shall call a public hearing to consider establishment of a tax reinvestment zone in accordance with Section 312.201 of the Tax Code. This does not preclude the City from entering into a Chapter 380 agreement that may have incentives similar to those derived by tax abatement.
- The City Council may consider adoption of an ordinance or resolution approving the terms and conditions of a contract between the City and the applicant governing the provision of the tax abatement or incentive and the commitments of the applicant, including all terms required by Section 312.205 of the Tax Code and other terms and conditions as the City Council may require
- The City reserves the authority to enter into tax abatement agreements at differing percentages and/or terms, consistent with the requirements of the Texas Tax Code. The City also reserves the authority to enter into incentives agreements under Chapter 380 of the Texas Local Government Code.
- Those receiving incentives will be required to enter into a performance agreement. Projects that do not meet performance measures are subject to recapture of all or a portion of the incentive value.

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. 10.1.2020

A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE POLICY TO PROMOTE ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY OF ANNA; ESTABLISHING GUIDELINES AND CRITERIA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Development Corporation Act ("the Act"), now codified in Chapters 501-505 of the Texas Local Government Code, authorizes communities to collect Type A and/or Type B economic development sales and use taxes, and

WHEREAS, the residents of the City of Anna "City" passed an election approving the collection of sales and use tax for the benefit of a Type B Corporation called the Anna Community Development Corporation ("CDC"), and

WHEREAS, the CDC desires to attract high-quality developments and the creation of new jobs to stimulate business and commercial activity in the City of Anna, and

WHEREAS, the CDC recognizes that it may be necessary to provide economic development incentives, and

WHEREAS, upon full review and consideration, the CDC wishes to adopt an Economic Development Incentive Policy, attached hereto as Exhibit A, to stimulate business and commercial activity and attract new jobs to the City of Anna;

NOW THEREFORE, BE IT RESOLVED BY THE ANNA COMMUNITY DEVELOPMENT CORPORATION, THAT:

Section 1. **Recitals Incorporated**

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

Section 2. **Adoption of Policy**

The Board of Directors of the Anna Community Development Corporation hereby approve and adopt the Economic Development Incentive Policy attached hereto as Exhibit A.

PASSED AND APPROVED by the Anna Community Development Corporation this 1st day of October 2020.

APPROVED:

Anthony D Richardson (Dec 3, 2020 17:36 CST)

Anthony Richardson, CDC President

ATTEST:

Rocio Gonzalez, CDC Secretary

CDC Incentive Policy Resolution

Final Audit Report 2020-12-04

Created:	2020-12-02
By:	Taylor Lough (tlough@annatexas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPwF8UgFo6sUBg-_eewS0Uh8Jvi_TiUU2

"CDC Incentive Policy Resolution" History

Document created by Taylor Lough (tlough@annatexas.gov)
2020-12-02 - 0:39:24 AM GMT- IP address: 208.67.100.35

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2020-12-02 - 0:39:42 AM GMT

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2020-12-03 - 11:35:52 PM GMT- IP address: 47.222.8.142

Document e-signed by Anthony D Richardson (anthony@opportunityannatx.com)
Signature Date: 2020-12-03 - 11:36:48 PM GMT - Time Source: server- IP address: 47.222.8.142

Document emailed to Rocio Gonzalez (rociocgonzalez@yahoo.com) for signature
2020-12-03 - 11:36:50 PM GMT

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2020-12-04 - 4:53:21 AM GMT- IP address: 47.222.23.150

Document e-signed by Rocio Gonzalez (rociocgonzalez@yahoo.com)
Signature Date: 2020-12-04 - 4:12:11 PM GMT - Time Source: server- IP address: 72.48.190.69

Agreement completed.
2020-12-04 - 4:12:11 PM GMT

ANNA ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. _10.1.2020_____

A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE POLICY TO PROMOTE ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY OF ANNA; ESTABLISHING GUIDELINES AND CRITERIA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Development Corporation Act ("the Act"), now codified in Chapters 501-505 of the Texas Local Government Code, authorizes communities to collect Type A and/or Type B economic development sales and use taxes, and

WHEREAS, the EDC desires to attract high-quality developments and the creation of new jobs to stimulate business and commercial activity in the City of Anna, and

WHEREAS, the EDC recognizes that it may be necessary to provide economic development incentives, and

WHEREAS, upon full review and consideration, the EDC wishes to adopt an Economic Development Incentive Policy, attached hereto as Exhibit A, to stimulate business and commercial activity and attract new jobs to the City of Anna;

NOW THEREFORE, BE IT RESOLVED BY THE ANNA ECONOMIC DEVELOPMENT CORPORATION, THAT:

Section 1. **Recitals Incorporated**

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

Section 2. **Adoption of Policy**

The Board of Directors of the Anna Economic Development Corporation hereby approve and adopt the Economic Development Incentive Policy attached hereto as Exhibit A.

PASSED AND APPROVED by the Anna Economic Development Corporation this 1st day of October 2020.

APPROVED:

Anthony Richardson, EDC President

ATTEST:

Rocio Gonzalez, EDC Secretary

EDC Incentive Policy Resolution

Final Audit Report 2020-12-04

Created:	2020-12-02
By:	Taylor Lough (tlough@annatexas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfOniX95XXJrB13yJgI-AYKl226LZ4uKA

"EDC Incentive Policy Resolution" History

Document created by Taylor Lough (tlough@annatexas.gov)
2020-12-02 - 0:38:12 AM GMT- IP address: 208.67.100.35

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2020-12-02 - 0:38:36 AM GMT

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2020-12-03 - 3:25:35 AM GMT- IP address: 47.222.8.142

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Signature Date: 2020-12-03 - 11:38:09 PM GMT - Time Source: server- IP address: 47.222.8.142

Document emailed to Rocio Gonzalez (rociocgonzalez@yahoo.com) for signature
2020-12-03 - 11:38:11 PM GMT

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2020-12-04 - 4:53:29 AM GMT- IP address: 47.222.23.150

Document e-signed by Rocio Gonzalez (rociocgonzalez@yahoo.com)
Signature Date: 2020-12-04 - 4:12:45 PM GMT - Time Source: server- IP address: 72.48.190.69

Agreement completed.
2020-12-04 - 4:12:45 PM GMT

Adobe Sign

Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Approve a Resolution Recommending an Appointment to the North Texas Groundwater Conservation District Board of Directors. (Assistant City Manager Ryan Henderson)

SUMMARY:
It is recommended that the City Council approve a resolution recommending an appointment to the North Texas Groundwater Conservation District.

On May 27, 2009, Governor Perry signed SB 2497 into law which authorized the creation of the North Texas Groundwater Conservation District. The District encompasses Collin, Cook, and Denton Counties and is governed by a nine-member Board of Directors appointed by the Commissioners Court of each participating County.

As the City of Anna is the largest municipal groundwater producer in Collin County, the City is to hold a seat on the board as recommended by the City Council and appointed by the Commissioners Court.

In 2019, then Assistant to the City Manager Ryan Henderson was appointed to the board. The recommendation is to have Public Works Director Greg Peters, P.E., assume the position on the board as the City of Anna selection. Mr. Peter's term will begin effective immediately and expire June 1, 2023.

FINANCIAL IMPACT:
There is no financial impact associated with this item.

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

STAFF RECOMMENDATION:
It is recommended that the City Council approve a resolution recommending an appointment to the North Texas Groundwater Conservation District.

ATTACHMENTS:

1. RESOLUTION RECOMMENDING AN APPOINTMENT TO THE NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT BOARD OF DIRECTORS

APPROVALS:

Ryan Henderson, Assistant City Manager Created/Initiated - 12/3/2020

CITY OF ANNA, TEXAS
RESOLUTION NO._____

A RESOLUTION OF THE CITY OF ANNA, TEXAS, RECOMMENDING AN APPOINTMENT TO THE NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT BOARD OF DIRECTORS

WHEREAS, on May 27, 2009, Governor Perry signed SB 2497 into law which authorized the creation of the North Texas Groundwater Conservation District ("the District"); and

WHEREAS, the District encompasses Collin, Cook, and Denton Counties; and

WHEREAS, the District is governed by a nine-member Board of Directors appointed by the Commissioners Court of each participating County; and

WHEREAS, one director shall be selected from a slate of not more than three nominees submitted by the largest municipal groundwater producer in each county; and

WHEREAS, the City of Anna is the largest municipal groundwater producer in Collin County; and

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

Section 1
The City Council hereby nominates Greg Peters, P.E. to be considered by the Collin County Commissioners Court to fill the current term effective immediately and ending June 1, 2023.

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

ATTEST:

_____
Carrie L. Land, City Secretary

APPROVED:

_____
Nate Pike, Mayor

Item No. 6.k.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact: Greg Peters

AGENDA ITEM:
Approve a Resolution authorizing the City Manager to execute a professional services agreement for the design of the Throckmorton Creek Sewer Interceptor Extension north of FM 455. (Director of Public Works Greg Peters, P.E.)

SUMMARY:
It is recommended that the City Council approve a resolution authorizing the City Manager to execute a professional services agreement for the design of the Throckmorton Creek Sewer Interceptor Extension north of FM 455.

The City of Anna Wastewater Master Plan identifies the future extension of a trunk sewer line along Throckmorton Creek from FM 455 to the north, which is intended to provide sewer services for future development between US 75 and SH 5.

The City has received many inquiries and development concepts of this area over the past 6 months, including the recently approve zoning for a DR Horton Development along future Rosamond Parkway. This interest demonstrates a need for the Throckmorton sewer extension project in the immediate future.

The scope of the project is approximately 6,500 linear feet of 15" sewer main and 1,300 linear feet of 8" to 12" sewer main.

Staff worked with HDR Engineering, Incorporated to put together a scope and professional services agreement for the engineering and land surveying services required for the project, which is attached to the Resolution. HDR is a highly qualified engineering firm with a great deal of experience in successfully designing this type of project.

The total maximum anticipated fee for the project is $335,732, which includes some special services which may not be required for the project. The City will only pay for, and HDR will only complete, the special services specifically approved by the City as needed to complete the project. The project will be funded through Wastewater Impact Fees.

FINANCIAL IMPACT:
The total design fee shall not exceed $335,732. The funding source is Wastewater Impact Fees.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Staff recommends approval of the resolution.

ATTACHMENTS:
1. Presentation - Throckmorton Creek Sewer Extension
2. Resolution and PSA - Throckmorton Sewer Design
3. Resolution in WORD - Throckmorton Sewer Design

APPROVALS:
Greg Peters, Director of Public Works Created/Initiated - 12/2/2020

THE CITY OF Anna

Throckmorton Creek Sewer Extension

City Council Meeting
December 8, 2020

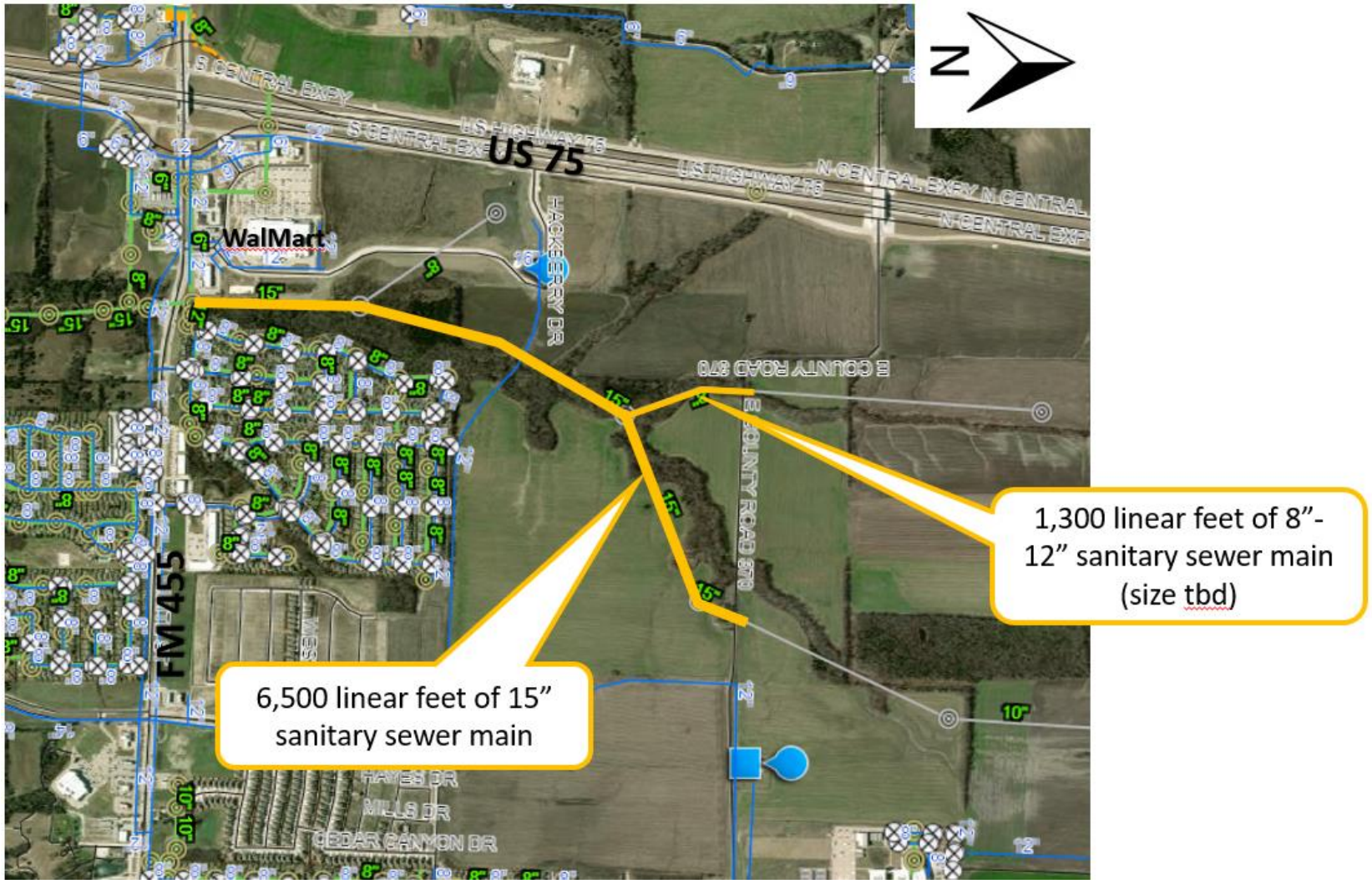
Overview

- Project Need
- Project Location Map & Scope
- Project Timeline
- Staff Recommendation
- Next Steps

Project Need

- The proposed sewer extension is shown in the City of Anna Wastewater Master Plan
- Increasing development interest in the area north of FM 455 and between US 75 and SH 5 is resulting in elevating this project to high priority.
- The project will provide sewer collection for a large area, including both residential and commercial development.

Project Location Map & Scope



THE CITY OF Anna

Project Timeline

- December: project kick-off
- January: land surveying
- February – March: preliminary design
- April – July: final design
- August: Bid
- September – October: start construction

Staff Recommendations

- Staff finds that HDR is a highly qualified engineering firm with a great deal of experience and knowledge in the design of trunk sewer systems for municipalities.
- Staff recommends approval of the resolution authorizing the City Manager to execute the professional services agreement.

Next Steps

- If approved, staff will kick off the land survey and design process with the consultant.
- We expect to have design completed by late summer 2021.
- Construction will be based upon progress of development cases in the area, which are likely to make the project top priority.

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND HDR ENGINEERING, INCORPORATED, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THIRTY FIVE THOUSAND SEVEN HUNDRED THIRTY TWO DOLLARS AND ZERO CENTS ($335,732.00) AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Throckmorton Creek Trunk Sewer Expansion is shown in the City of Anna Wastewater Master Plan as a critical Capital Improvement Project, and;

WHEREAS, expansion of the sewer system will facilitate high quality development in the City of Anna north of FM 455 between US 75 and SH 5, and;

WHEREAS, HDR Engineering, Incorporated has provided a task order for engineering analysis and design services, and;

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

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

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 December, 2020.

APPROVED:

_____
Nate Pike, Mayor

ATTEST:

_____

Carrie Land, City Secretary

EXHIBIT “A”

(see attached)

PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES

STATE OF TEXAS §
§
COUNTY OF COLLIN §

THIS AGREEMENT is made and entered into as of the 2nd day of December, 2020, by and between the City of Anna, Texas, a Texas municipal corporation, with its principal office at 111 North Powell Parkway, Anna, Collin County, Texas 75409, hereinafter called "OWNER" and HDR Engineering, Inc., hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1
EMPLOYMENT OF CONSULTANT

OWNER hereby contracts with CONSULTANT, as an independent contractor, and CONSULTANT hereby agrees to perform the services herein in connection with the Project as stated in the sections to follow, with diligence and in accordance with the professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, the general services traditionally performed by a municipally retained or employed engineer including without limitation the services described under Article 2.A. of this Agreement

ARTICLE 2
SCOPE OF SERVICES

CONSULTANT shall perform the following services in a professional manner:

A. CONSULTANT shall perform all those services as necessary and as described under "Scope of Work", which is attached hereto and made a part hereof as Attachment "A" as if written word for word herein.

B. CONSULTANT shall perform appropriate services set forth in individual task orders which shall be governed by the terms of this Agreement.

C. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement or any task orders, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE 3
ADDITIONAL SERVICES

Additional services to be performed by CONSULTANT, if authorized by OWNER, whether included in the above-described Scope of Services, are described as follows:

A. During the course of the Project, as requested by OWNER, CONSULTANT will be available to accompany OWNER's personnel when meeting with or having dealings with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency, or other regulatory agencies. CONSULTANT will assist OWNER's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for OWNER's compliance efforts.

B. Assisting OWNER or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by CONSULTANT on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.

C. Sampling, testing, or analysis beyond that specifically included in the above-described Scope of Services.

D. Preparing copies of computer aided drafting (CAD) electronic data bases, drawings, or files for OWNER's use in a future CAD system.

E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

F. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to OWNER.

G. Providing geotechnical investigations, including soil borings, related analyses, and recommendations.

ARTICLE 4
PERIOD OF SERVICE

This Agreement shall become effective upon execution of this Agreement by OWNER and CONSULTANT and upon issue of a notice to proceed by OWNER, and shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule(s) established by OWNER, acting through its City Manager or his designee.

ARTICLE 5
COMPENSATION

A. COMPENSATION TERMS:

1. "Subcontract Expense" is defined as expenses incurred by CONSULTANT in employment of others in outside firms for services in the nature of geotechnical evaluations, traffic engineering and other necessary support labor incident to the work required under the Scope of Services and Additional Services.

2. "Direct Non-Labor Expense" is defined as that expense for any OWNER-authorized assignment incurred by CONSULTANT for supplies, transportation and equipment, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

D. COMPENSATION: Compensation for ENGINEER'S services under this Agreement shall be on the basis of lump sum. The amount of the lump sum is THREE HUNDRED AND THIRTY FIVE THOUSAND AND SEVEN HUNDRED AND THIRTY TWO Dollars ($ 335,732) as detailed in Exhibit A-3 which is attached hereto and made a part hereof as if written word for word herein. In addition to the Lump Sum, CONSULTANT is also entitled to reimbursement from OWNER for Reimbursable Expenses unless otherwise noted.

B. PAYMENT: If OWNER fails to make payments due CONSULTANT for services and expenses within 60 days after receipt of CONSULTANT's undisputed statement thereof, the amounts due CONSULTANT will be increased by the rate of one percent (1%) per month from the said 60th day, and, in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require OWNER to pay the late charge of one percent (1%) set forth herein if OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article 5, "Compensation."

ARTICLE 6
OBSERVATION AND REVIEW OF THE WORK

CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to OWNER any defects or deficiencies in the work of CONSULTANT or any subcontractors or subconsultants.

ARTICLE 7
OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of OWNER upon the termination of this Agreement. CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein and by CONSULTANT at the time such information and materials are delivered, CONSULTANT is released from any and all liability relating to such use in that project.

ARTICLE 8
INDEPENDENT CONTRACTOR

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status. OWNER shall not control the means, methods, sequences, procedures, or techniques utilized by CONSULTANT to perform work or services under this Agreement or any associated task order.

ARTICLE 9
AUDITS AND INSPECTION

OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. CONSULTANT shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, CONSULTANT shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Anna. The cost of the audit will be borne by OWNER.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in OWNER's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE 10
INDEMNITY AGREEMENT

CONSULTANT shall indemnify, save and hold harmless OWNER and its officers, agents, and employees from and against any and all liability, claims, demands, damages,

losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the OWNER, that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT'S agent, another consultant under contract, or another entity over which the CONSULTANT exercises control.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 11
INSURANCE

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

A. Comprehensive General Liability Insurance with bodily injury limits of not less than $500,000 for each occurrence and not less than $500,000 in the aggregate, and with property damage limits of not less than $100,000 for each occurrence and not less than $100,000 in the aggregate.

B. Automobile Liability Insurance with bodily injury limits of not less than $500,000 for each person and not less than $500,000 for each accident, and with property damage limits of not less than $100,000 for each accident.

C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than $100,000 for each accident.

D. Professional Liability Insurance with limits of not less than $1,000,000 annual aggregate.

E. CONSULTANT shall furnish insurance certificates or insurance policies at OWNER's request to evidence such coverages. Except for workers compensation and professional liability, the insurance policies shall name OWNER as an additional insured, and shall contain a provision that such insurance shall not be canceled or reduced with respect to by coverages or endorsements without 30 days' prior written notice to OWNER and CONSULTANT. In such event, CONSULTANT shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.

ARTICLE 12
TERMINATION OF AGREEMENT

A. Notwithstanding any other provision of this Agreement, either party may terminate by giving 30 days' advance written notice to the other party.

B. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to OWNER within 30 days after the date of termination. OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article 5 "Compensation." Should OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE 13
RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the design or other work prepared by CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE 14
NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three days after mailing:

To CONSULTANT:

HDR Engineering, Inc.
17111 Preston Road, Suite 300
Dallas, Texas 75248-1232

To OWNER:

City Manager
City of Anna
111 North Powell Parkway
P.O. Box 776
Anna, Texas 75409

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three days after mailing.

ARTICLE 15
ENTIRE AGREEMENT

This Agreement constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior or contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE 16
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 17
COMPLIANCE WITH LAWS

CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

ARTICLE 18
DISCRIMINATION PROHIBITED

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE 19
PERSONNEL

A. CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with OWNER. CONSULTANT shall inform OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.

B. All services required hereunder will be performed by CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE 20
ASSIGNABILITY

CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of OWNER.

ARTICLE 21
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE 22
MISCELLANEOUS

A. The following exhibits are attached to and made a part of this Agreement:

Attachment A – Scope of Work (20 pages)

Exhibit A-1 – Sub Contractor's List (1 page)

Exhibit A-2 – Overview Map (1 page)

Exhibit A-3 – Basis of Compensation (2 pages)

Exhibit A-4 – Project Schedule (1 page)

B. CONSULTANT agrees that OWNER shall, until the expiration of four years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONSULTANT involving transactions relating to this Agreement. CONSULTANT agrees that OWNER shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate working space in order to conduct audits in compliance with this section. OWNER shall give CONSULTANT reasonable advance notice of intended audits.

C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Collin County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be Jaime Ordonez, P.E. However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.

E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by OWNER.

F. OWNER shall assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for CONSULTANT to enter in or upon public and private property as required for CONSULTANT to perform services under this Agreement. Additional information to be provided by the City shall be requested in writing by the CONSULTANT.

G. CONSULTANT shall at all times maintain OWNER'S confidential or proprietary information in confidence and shall disclose same to third parties only as specifically instructed by OWNER. Any disclosure of privileged or confidential information by OWNER to CONSULTANT is in furtherance of OWNER's purposes and is not intended to and does not waive any privileges that may exist with regard to such information.

H. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS HEREOF, the City of Anna, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this the 2ND day of December 2020.

CITY OF ANNA, TEXAS

_____
JIM PROCE,
CITY MANAGER

ATTEST:
CARRIE LAND, CITY SECRETARY

_____

HDR Engineering, Inc., CONSULTANT

_____
Name: Ramon F. Miguez, P.E.
Title: Vice President

WITNESS:

BY: _____

ATTACHMENT "A"
SCOPE OF WORK

TO BE PROVIDED BY HDR ENGINEERING INC. (CONSULTANT)
TO
CITY OF ANNA (CITY)
FOR
THROCKMORTON CREEK SEWER EXTENSION

1.0 PROJECT UNDERSTANDING

This scope of services consists of professional design services whereas the CITY proposes to construct Throckmorton Creek Sewer Extension generally in accordance with the City of Anna Comprehensive Plan (2010). Anticipated improvements include **approximately 6,500 linear feet of 15-inch diameter and 1,300 linear feet of 8-inch to 12-inch diameter sanitary sewer, manholes, and creek crossings.** Final pipe diameters will be determined and provided by the CITY. Services by the CONSULTANT shall include all aspects of the work set forth in the following scope of services.

The general parameters for design of the improvements shall include the following:

1. Construction of a 15-inch diameter sanitary sewer connecting from the existing Throckmorton Creek Sanitary Sewer and extending North from FM 455 to East County Road 370 as shown in Exhibit "A-2".
2. Construction of an 8-inch to 12-inch diameter sanitary sewer lateral connecting to the proposed Throckmorton Creek Sewer Extension and terminating just North of East County Road 370 as shown in Exhibit "A-2".
3. Preparation of right-of-way and/or easement documents where necessary shall be provided.
4. Completion of special services including surveying, cultural resources, geotechnical, subsurface utility engineering (SUE), and environmental field analysis of the alignment.
5. Development of 30%, 60%, and 90% quality control review submittals including plans, specifications, and opinion of probable construction cost (OPCC).
6. CONSULTANT shall meet with the CITY following the 30%, 60%, and 90% submittals. Comments for the 100% submittal will be provided to the CONSULTANT by the CITY.

The CONSULTANT shall perform the necessary engineering and related technical services for the Design and Construction Phase Services, including necessary Additional Services for development of this Project according to the following sections of this Contract. CONSULTANT shall use the subcontractors listed in Exhibit "A-1" which is attached hereto and incorporated herein by reference and made a part hereof as if repeated verbatim.

2.0 BASIC SERVICES

I. PROJECT MANAGEMENT AND COORDINATION: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

A. Project Control and Monitoring – Provide project management for design services. Project management shall include, but not be limited to developing

and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; providing labor resources necessary to fulfill scoped work; providing quality control review of deliverable prior to submittal to the CITY, scheduling and participating in design reviews; and providing updates to the CITY on a regular basis.

B. Project Administration and Monthly Invoicing – The CONSULTANT shall perform all necessary coordination and administrative tasks including, but not limited to, required coordination with subcontractors listed in Exhibit "A-1", preparing and submitting monthly invoices to the CITY, preparing and updating the overall project schedule, attending required meetings, and other miscellaneous administrative and/or coordination tasks required by the CITY unless specifically listed under "Exclusions" in the Scope of Services herein.

C. Meeting Notes and Documentation – Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to CITY within three (3) business days.

D. Third-Party Coordination – Coordinate with other governmental agencies, franchise utilities, adjacent developments, and individual property owners as necessary, including but not limited to TDLR (Texas Department of Licensing and Regulation), TCEQ (Texas Commission on Environmental Quality), THC (Texas Historical Commission), TxDOT (Texas Department of Transportation), FEMA (Federal Emergency Management Administration), United States Army Corps of Engineers (USACE) and any other appropriate entities.

E. General Knowledge and Design Requirements – The CONSULTANT shall have a working knowledge of all applicable design requirements, codes, master plans, and regulations which govern the scope of work and services included herein. Specific design requirements shall be obtained from the City of Anna Code of Ordinances Part III-B (Design Standards). The CONSULTANT will establish and summarize all project design criteria, including any proposed variances, and present the information for CITY review and concurrence at the project kickoff meeting. All design work will be prepared in CAD, with electronic files in DGN/DWG format submitted to the CITY upon final record drawings. The CITY may request CAD files at any time through the duration of the contract. The CONSULTANT shall be responsible for ensuring that design services provided meet all local, state, and federal requirements.

Deliverables

- Project Management Plan
- Monthly Invoices
- Monthly Project Schedule Updates
- Monthly Project Progress Updates

II. 30% PRELIMINARY DESIGN: Upon receiving written authorization to proceed from the CITY, the CONSULTANT shall perform the following tasks:

A. Project Kickoff Meeting – Conduct one (1) meeting (Meeting #1) with CITY staff to review project goals/requirements, design criteria, communication procedures, project scheduling, deliverables, personnel, and other pertinent

matters that may impact the Project. Any proposed design variances shall be submitted to the CITY along with associated justification. Any requests for city plans, GIS, or files pertinent to the Data Collection task shall be formally requested in writing to the CITY project manager.

B. Data Collection – Obtain and research all existing city utility plans, street plans, drainage plans, plats, right-of-way maps, existing easement information, contour maps, and other features within and pertaining to the Project area. Research planned and future developments along the Project to determine how the improvements may impact any future development. The CONSULTANT will also coordinate with franchise utilities in the area and obtain any available record information. Existing Project conditions shall also be documented using digital photography and/or video. Perform site visit(s) to obtain necessary information/confirm information obtained from other sources.

    1. Right-of-Entry (ROE) – Prior to initiating any field work on private property, the CONSULTANT shall send ROE letters to all property owners impacted by the proposed routes notifying them of the intent to access their property.
        a. ROE letters shall be separated into two requests. The first letter will request access to the property for foot traffic only. This will include engineering, environmental, and cultural resource field work required to evaluate the proposed alignment. After the final alignment is confirmed, the CONSULTANT shall send a second ROE letter requesting access for subsurface utility engineering (SUE), survey, geotechnical, environmental, and cultural resource field activities.
        b. A DRAFT ROE letter for each request will be submitted to the CITY for review and approval prior to sending them to property owners.
        c. The CONSULTANT shall send up to two certified ROE letters per request.
        d. The CITY shall follow up with phone calls with property owners that are deemed unresponsive or who have denied ROE after two certified letters have been sent by the CONSULTANT. The CONSULTANT shall provide the CITY with the name, address, and contact information of the unresponsive or denied property owners, as well as the property addresses of the affected property obtained from the Collin County Appraisal District.
        e. Executed ROE letters will be retained by the CONSULTANT for project documentation.

C. Preliminary Design Memorandum – Prepare memorandum consisting of design criteria, conceptual drawings, and written descriptions of the Project. The memorandum will be prepared in regulatory agency formatting to facilitate approval by the Texas Commission on Environmental Quality (TCEQ). The preliminary design will include recommendations for the sewer extension alignment, proposed slopes, and tie in connections to the existing sanitary sewer system. The memorandum will also include recommendations for methods of construction for the various creek crossings. The memorandum will address what level of streambank restoration may be required and identify the minimum erosion control measures required based on the area of disturbance for this project.

1. Alignment Evaluation – According to the CITY Comprehensive Plan, the proposed sewer extensions begins at FM 455 and terminates just north of East County Road 370. The proposed route will parallel Throckmorton Creek as shown in Exhibit "A-2". The CONSULTANT will evaluate the alignment on the West Side of Throckmorton Creek to determine the optimal location of the proposed sewer extension and manholes.

2. Creek Crossing Evaluation – CONSULTANT shall minimize number of creek crossings and recommend crossing methods in preliminary design memorandum. Aerial Crossings and Crossing by Open Cut will be considered for crossing Throckmorton Creek and Throckmorton Creek Tributary I in up to three locations on the east side of HWY 75. Design services for up to three aerial crossings is included in Special Services.

3. After ROE is obtained for the impacted property owners, CONSULTANT shall perform a field visit of the proposed pipeline alignment to evaluate environmental and engineering impacts of the sewer extension and lateral and identify any specimen trees (36-inch and greater diameter) along each alignment.

4. After conducting the site visit and evaluating both alignments, the CONSULTANT shall update the Preliminary Design Memorandum with any recommended alignment revisions.

D. Preliminary Design Field Services – After meeting with the CITY and confirming the pipeline alignment, the CONSULTANT shall conduct survey, subsurface utility engineering, environmental, cultural resource, and geotechnical field activities as described in Special Services below.

E. 30% Preliminary Design Drawings: Utilizing information obtained from the data collection and the preliminary design field services described above, the CONSULTANT will prepare preliminary 30% Engineering Plans and an Opinion of Probable Construction Cost as follows:

1. Pipe Sizes – Sewer extension and Lateral diameters shall be provided by the CITY. If required, wastewater model runs to confirm pipe diameter will be completed by the CITY and results provided to the CONSULANT.

2. Base Files – Prepare base drawing files from existing record information and surveyed locations of existing city and franchise utilities, infrastructure, buildings, property lines, easements, trees/landscaping, and other pertinent information as detailed in special service requirements for surveying.

3. General Plans – Prepare general plan sheets necessary including cover, general notes, sheet index, and survey control sheet.

4. Plan & Profile Drawings – Establish preliminary horizontal alignment for proposed sewer extension and lateral at a scale of 1"=40'. Plan and profile sheets will include plan view and existing grade. Vertical pipe profiles will not be shown until 60% design. Determine any conflicts with private property including fences and future development plans including

but not limited to mailboxes, driveways, sidewalks, landscaping, master planned infrastructure, etc., and provide preliminary replacement or alternate design options if required. Plan and profile sheets shall include any temporary fencing requirements to protect livestock. Present any potential alternatives, which may provide cost savings to the CITY.

5. Construction Details – Standard detail sheets not required with 30% submittal unless directed by the CITY.

6. Land Acquisition – Establish and depict preliminary permanent and temporary easement needs, actual acquisition efforts will not begin until 60% Detailed Design.

7. Project Specifications – Project specifications will be developed at 60% detailed design.

8. Opinion of Probable Construction Cost – Prepare an engineer's opinion of probable construction cost (OPCC) based on order of magnitude.

9. Internal QA/QC – CONSULTANT shall perform internal QA/QC review of all 30% deliverable documents prior to submitting for the CITY's review.

F. 30% Submittal – Submit a USB containing electronic files in PDF format of all plans, specifications, opinion of probable construction cost, preliminary design memorandum and all necessary supplemental calculations and supporting documents to the CITY for review. The CITY will review the 30% documents and submit comments to the CONSULTANT within 14 days of receipt. The CONSULTANT will review the comments and prepare a comment log. Comments shall be incorporated into the 60% submittal.

G. 30% Progress Review Meeting – After receiving comments, the CONSULTANT shall participate in a progress review meeting (Meeting #2) with the CITY to discuss comments.

Deliverables

- Kickoff Meeting Notes (Meeting #1)
- Draft and Final Right of Entry Letters
- Draft and Final Preliminary Design Memorandum
- 30% Project Drawings
- 30% Opinion of Probable Construction Cost
- Preliminary Design Review Comment Log
- Preliminary Design Review Meeting Notes (Meeting #2)

III. 60 % DETAILED DESIGN: After acceptance by the CITY of the Preliminary Design Memorandum and 30% Deliverables, the CONSULTANT shall perform the following tasks:

A. General Plans – Prepare and update general plan sheets necessary including cover, general notes, sheet index, control sheet, and project layout.

B. Demolition Sheets – General demolition of pavement and above ground structures will be shown on the plan and profile drawings. If required, prepare plan sheets depicting any and all removals of existing public and private infrastructure specifying any necessary replacements and/or relocations.

C. Plan & Profile Drawings – Establish and/or refine horizontal and vertical alignment for the proposed sewer extension and lateral at a scale of 1"=40'. Show and identify any utility crossings across the alignments. Determine any conflicts with private property including fences, mailboxes, driveways, sidewalks, landscaping, master planned infrastructure, planned development, etc., and provide preliminary replacement or alternate design options if required. Plan and profile sheets will include any temporary fencing requirements to protect livestock. Include additional easement that is required outside the pipeline easement to access the pipeline for future maintenance. Present any potential alternatives, which may provide cost savings to the CITY.

D. Creek Crossings- CONSULTANT shall design up to three aerial pipeline crossings of Throckmorton Creek. This shall be considered a Special Service to be approved by the CITY prior to executing. See scope for this item in Special Service Section.

E. Erosion Control Plans – Prepare erosion control plans (including post-construction erosion controls such as sod) to comply with CITY and any federal, state, or local requirements.

F. Stream Bank Stabilization Plans – Prepare stream bank stabilization plans as needed to support open cut or construction disturbance to existing creek banks resulting from construction activities.

G. Construction Details – Provide City standard detail sheets applicable to the construction of the Project. Special details that are not included as a standard by the CITY shall be included in the plans.

H. Land Acquisition – Refine and depict proposed right-of-way and easement needs. Provide final documents for right-of-way and/or easement acquisition.

I. State Agency / Permitting / Utility Coordination – Incorporate the requirements of various agencies customer cities/member cities and utility companies regarding roadway, foreign utilities, stream crossings along proposed alignment into Contract Documents.

J. Project Specifications – Prepare 60% project specifications including bid form, front ends, and technical specifications.

K. Opinion of Probable Construction Cost – Prepare an engineer's opinion of probable construction cost (OPCC) including estimated construction quantities.

L. Internal QA/QC – CONSULTANT shall perform internal QA/QC review of all 60% deliverable documents prior to submitting for the CITY's review.

M. 60% Submittal – Submit a USB containing electronic files in PDF format of all plans, specifications, opinion of probable construction cost, and all necessary

supplemental calculations and supporting documents to the CITY for review. The CITY will review the 60% documents and submit comments to the CONSULTANT within 14 days of receipt. The CONSULTANT will review the comments and prepare a comment log. Comments shall be incorporated into the 90% submittal.

N. 60% Progress Review Meeting – After receiving comments, the CONSULTANT shall participate in a progress review meeting (Meeting #3) with the CITY to discuss comments.

Deliverables

- 60% Project Drawings
- 60% Project Specifications
- 60% Opinion of Probable Construction Cost
- 60% CITY Review Comment Log with CONSULTANT Responses
- 60% Progress Review Meeting Notes (Meeting #3)

IV. 90% DETAILED DESIGN: After acceptance by the CITY of the 60% Deliverables, the CONSULTANT shall perform the following tasks:

A. Previous Drawings – Revise and complete previously prepared drawings.

B. Project Specifications – Prepare 90% project specifications.

C. Opinion of Probable Construction Cost – Prepare an engineer's opinion of probable construction cost (OPCC) including estimated construction quantities.

D. Internal QA/QC – CONSULTANT shall perform internal QA/QC review of all 90% deliverable documents prior to submitting for the CITY's review.

E. 90% Submittal – Submit a USB containing electronic files in PDF format of all plans, specifications, opinion of probable construction cost, and all necessary supplemental calculations and supporting documents to the CITY for review. The CITY will review the 90% documents and submit comments to the CONSULTANT within 14 days of receipt. The CONSULTANT will review the comments and prepare a comment log. Comments shall be incorporated into the final plan set.

F. 90% Progress Review Meeting – After receiving comments, the CONSULTANT shall participate in a progress review meeting (Meeting #4) with the CITY to discuss comments. Subsequent to the meeting, the CONSULTANT shall provide a written response to the CITY comments and modify documents incorporating required changes. No progress review meeting will be conducted following the 90% Progress Review Meeting. The CITY will provide written comments to the CONSULTANT to address prior to sealing the design documents.

Deliverables

- 90% Project Drawings
- 90% Project Specifications
- 90% Opinion of Probable Construction Cost

- 90% CITY Review Comment Log with CONSULTANT Responses
- 90% Progress Review Meeting Notes (Meeting #4)

V. 100% FINAL DESIGN: After acceptance by the City of the 90% submittal, the CONSULTANT shall perform the following tasks:

A. 100% Submittal – Prepare Final (100%) Drawings, Specifications, and OPCC for the sanitary sewer extension and lateral.

B. TCEQ Submittal – Compile technical criteria, written descriptions, and design data and submit Plans, Specifications, and Preliminary Design Memorandum to the TCEQ for approval. CONSULTANT shall submit all documents to TCEQ and remain involved until the proposed lift station is approved by the TCEQ.

C. Issue Contract Documents – Furnish five (5) half size (11" X 17") sets of plans, five (5) sets of specifications, and an electronic pdf file of the Signed and Sealed 100% Drawings, Specifications, and OPCC for CITY's use. A review meeting is not included in this task.

Deliverables

- TCEQ Submittal and Cover Letter
- Signed and Sealed 100% Project Drawings
- Signed and Sealed 100% Project Specifications
- Signed and Sealed 100% Opinion of Probable Construction Cost

VI. BID PHASE SERVICES:

A. Bid Documents – Coordinate and provide final printing of construction plans and project manuals for distribution to proposed bidders. Provide final construction plans and project manual to CITY in electronic format and upload to CIVCAST on behalf of City for advertisement. Provide bid schedule in Microsoft Excel format for use by contractors as prescribed by the CITY. The CONSULTANT will recoup cost of bid sets by non-refundable fee from proposed bidders. All plans, project manuals, and other related bidding documents will be distributed from the office of the CONSULTANT. Maintain plan holders list and a record of prospective bidders and suppliers to whom plans and contract documents have been issued by the CONSULTANT.

B. Bid Invitation – Coordinate the bid opening date, time, and place with the CITY and prepare final invitation to Bid.

C. Advertisement for Bid – Upload Bid Documents to CivCast for bid advertisement in coordination with and on behalf of the CITY.

D. Pre-Bid Meeting – Prepare a pre-bid meeting agenda. Attend pre-bid conference if required by the CITY (Meeting#5).

E. Bid Document Interpretations – Address questions from the proposed bidders during the bidding process and issue addenda as necessary, in coordination with the CITY.

F. Bid Opening – Attend the bid opening and assist the CITY during bid opening, making preliminary tabulation of bids, and review bids for completeness (Meeting #6).

G. Bid Tabulation – Prepare and distribute formal bid tabulation sheets noting any discrepancies between original bids submitted.

H. Bid Recommendation – Prepare a formal written recommendation to the CITY for project award.

I. Issue Construction Contract Documents – Prepare (including all addenda included) six (6) sets of the conformed project manuals for execution between the contractor and the CITY. This shall include inserting applicable contractor bond information and contractor bid information.

VII. CONSTRUCTION PHASE SERVICES: Although day to day operation and oversight of the construction phase will be managed by the CITY, the CONSULTANT will assist the CITY during the construction phase of the project as follows:

A. Conformed Construction Plans –Furnish two (2) full size (22" X 34") sets, four (4) half size (11" X 17") sets of the final plans for construction for use by the CITY and the contractor, along with a USB containing PDFs of all plans and specifications.

B. Pre-Construction Conference – Meet with the CITY, the contractor, and other interested parties to discuss the construction of the Project, including Project requirements, communication procedures, Project scheduling, personnel, laboratory testing requirements, field inspection, construction staking, pay requests, and other pertinent matters that may impact the Project (Meeting #7).

C. Construction Observation – Provide periodic on-site construction observation services during the construction phase along with attending construction meetings as deemed necessary by the CITY. CONSULTANT shall make visits at intervals as directed by the CITY in order to observe the progress of the Work or as deemed necessary based on the current work being performed. It is not the intent of these visits to be performed at every aspect of the contractor's work. A maximum of four (4) site visits are included for budget purposes which does not include substantial or final walk through on-site meetings. Consultant may be required, as-needed, to attend construction progress meetings as determined necessary by the City. A maximum of three (3) progress meetings are included for budget purposes. Construction observations are to be limited to spot checking, selective measurements, and similar methods of general observation of the work based on exercise of professional judgement and familiarization of the design intent. Based on the information obtained during such visits and such observations, CONSULTANT will keep the CITY informed on the general progress of the work. CONSULTANT's observation or monitoring portions of the work performed during construction shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. CONSULTANT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or

precautions connected with the work and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the acts or omissions of the contractor or other parties on the project. The CITY agrees to contractually require its construction contractor(s) to include CONSULTANT as an additional insured on the construction contractor(s') general liability insurance and include a waiver of subrogation endorsement under contractor's workers' compensation and employer's liability policy for the benefit of CONSULTANT.

D. Shop Drawings, Samples, and Materials – Review and approve or take other appropriate action in respect to shop drawings required for the Project to ensure they are in conformance with plans, specifications, and City requirements. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the contractor in accordance with the contract documents, but subject to the provisions of applicable standards of state or local government entities. A total of 10 submittals and 5 resubmittals are included for budget purposes.

E. Clarifications and Interpretations – When requested, review laboratory testing reports, requests for information (RFI), field change requests, and change orders and provide comments and/or responses to CITY. Provide written responses to RFI's or clarification to CITY or contractor. Provide and maintain an accurate Change Order Log, Submittal Log and RFI Log throughout the duration of the Project, and make such logs available to the CITY upon request. If requested by the CITY, render written decision on all claims of CITY and contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the contract documents pertaining to the progress of the contractor's work. A total of 10 RFIs are included for budget purposes.

F. Change Orders – Recommend Change Orders to CITY or review and make recommendations related to Change Orders provided at the request of the contractor. A total of 2 change orders are included for budget purposes.

G. Final Walk-Through – Upon substantial completion of construction, the CONSULTANT will participate in a final walk-through with the CITY and the contractor and will contribute items to the CITY for inclusion in a punch list.

H. Record Drawings – Prepare record drawings in digital format utilizing CITY and contractor as-built information showing changes made during construction. Provide a USB containing a PDF of the record plan set, TIFF images of each individual plan sheet, and a project base map in CAD format.

3.0 SPECIAL SERVICES

All Special Services shown under this section shall be reimbursed on a cost basis (including overhead, profit, and expenses) based on actual work performed with a not-to-exceed amount as outlined in this scope of services. CONSULTANT shall provide all justification for expenditures under this section with each monthly invoice. CITY must approve the use of Special Services.

VIII. SURVEYING FOR ENGEINEERING DESIGN: CONSULTANT shall coordinate and furnish field surveying operations necessary for the complete design of the

Project as outlined in this Attachment A, Scope of Services. Surveying shall include the following:

A. Right of Entry – After obtaining right-of-entry during Preliminary Design, as described above, the surveyor shall commence field surveying activities. Written permission to survey on private property shall be obtained from the property owner(s) by the CONSULTANT. The letter of permission shall include permission for the CONSULTANT to set iron pins and control monuments for future right-of-way and/or easements to be acquired by the CITY if necessary at a later date.

B. Field Survey – The CONSULTANT shall direct the work of the field survey crew(s) to perform the following:

1. Utility Coordination – Prior to commencing any topographic fieldwork, surveyor will coordinate with, collect and review available public and private utility records within the project limits. The surveyor will submit a utility locate request for the project limits to Texas 811.

    a. Establish horizontal and vertical control using CITY criteria.

    b. Tie right-of-way lines and corners, property lines and corners, existing easements, trees six (6) inches in diameter and larger, fence lines, and other visible surface features. All trees six (6) inches caliper or greater in diameter measured at four feet six inches height (4'-6") shall be surveyed and tagged by the surveyor. Environmental scientists will identify all trees six (6) inches in diameter and larger within the temporary and permanent easement using the number and location of each tree provided in the survey. This information shall be used for the tree permit required by the CITY.

    c. Topographic Information including cross sections of the existing ground features as needed for design. Collect spot elevations as required to facilitate the generation of one-foot (1') contours.

    d. Budget for topographic survey includes up to 7,800 linear feet that is 100 feet in width. The location of the survey boundaries will be provided by the CONSULTANT and based on the recommended pipeline route.

    e. Horizontal and vertical location of all existing facilities within the Project limits including, but not limited to, existing paving (including type), driveways, curbs, sidewalks, fences, buildings (including edge of foundation), mailboxes, landscaping, bridges, culverts, retaining walls, etc. Tie existing visible franchise utilities (including underground utilities if exposed) and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.

    f. Locate underground utilities or structures that may be within the limits of the Project. Such utilities include, but are not limited to,

wastewater (including flowline survey at manholes), water, gas, electric, storm sewer, telephone, and television cable. Consultant will initiate OneCall/Texas 811 or individual utility companies to mark existing underground utilities in the field and shall show such utilities on the base map either based upon field locations or available construction as-builts.

g. Survey for Creek Crossings:

- 1 river cross sections upstream and 1 downstream of each crossing (100-ft spacing on each crossing section) to cover up to top of bank and 50-ft into overbank or to privacy/property fence

- Survey of stream flowline at 50-ft intervals in between cross sections.

2. Methods and precision. Survey coordinates will be reported on the Texas State Plane Coordinate System, NAD83 (+/- 0.01 feet) with vertical coordinates reported in the NAVD 88 Vertical System (+/- 0.01 feet). Horizontal and vertical control will be set using post-processed GPS static methods. Data will be collected using RTK GPS and robotic total stations for the majority of the survey. Laser scanning methods will be used at state highway and railroad crossings for safety reasons.

3. Surveyor will research boundaries, subdivision plats, rights-of-way (ROW) and easements of which the surveyor has knowledge, which may affect the physical boundaries of the project. Easements with volume and page numbers will be identified and labeled in the survey submittal. Research will include public record resources, including but limited to: county records; TxDOT records; franchise utility records (gas, telephone, electric, cable and others); ownership or easement records as available; and title/abstracting reports from owner on proposed easement parent tracts.

4. Abstracting services for 50 year title/ easement research for the entire recommended alignment.

C. Right-of-Way & Easement Documents (by Surveyor) – Upon approval of the Preliminary Design Plans, the CONSULTANT shall survey, render field notes, and prepare right-of-way (ROW) and easement maps and individual parcel exhibits for any additional ROW and/or easements, including temporary construction easements and/or easement abandonments needed for the Project. Perform necessary surveying operations for the identification and delineation of right-of-way and easement parcels. Right-of-Way & Easement Documents shall include the following:

1. Right of Way Maps – Provide Right-of-Way Map showing properties with ownership and include existing and proposed right-of-way and easements

2. Parcel Exhibits – Prepare up to 8 temporary and 8 permanent easement field notes. Individual parcel exhibits shall be in both hard copy (8 ½" x 11") and PDF format, shall be sealed, signed and dated by a Registered Professional Land Surveyor and shall contain the following:

    a. Parcel Identification Number
    b. Area Required
    c. Area Remaining
    d. Legal Description
    e. Current Ownership
    f. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
    g. All physical features
    h. Metes and bounds description of parcel to be acquired for the Project. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately. Submit three (3) copies of right-of-way documents to the CITY at the sixty percent (60%) plan submittal.

3. ROW Corners – Establish proposed easement and right-of-way corners on the ground (one-time).

4. ROW Staking – Provide Right-of-Way staking at 100-ft stations and property corners for franchise utility relocation purposes (one time per location as needed).

Deliverables

- Topographic Survey (DWG)
    - Layers organized in accordance with HDR Standards
    - Line weights and types in accordance with HDR Standards
- Draft Temporary and Permanent Easement Exhibits
- Signed and Sealed Final Temporary and Permanent Easement Exhibits

IX. SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES: The CONSULTANT shall provide SUE Services when deemed necessary and approved by the CITY, for the purpose of determining horizontal and vertical locations of underground city and franchise utilities, in conjunction with and/or prior to the field survey. The CITY shall assist with provisions for access to perform the services specified in this item. The CONSULTANT shall provide the City with the name and address of the property owners.

1. Level 'B' Locate Services
    a. Horizontal location of utilities will be determined.
    b. Up to 7,800 linear feet of designation.

2. Level 'A' Locate Services
    a. Horizontal and vertical location of utilities will be determined.
    b. Up to 3 test holes of 5-10 feet depth will be provided.
    c. Up to 2 test holes of 10-15 feet depth will be provided.
    d. Test holes in addition to those listed above will be provided at the rate per test hole to the depth specified.

Deliverables

- Signed and Sealed Level A Test Hole Data Sheets
  - Provided in PDF File Type
- Half Size (11”x17”) set of Level A& B SUE Locates along Project Corridor
  - Provided in PDF and DWG File Types

X. GEOTECHNICAL INVESTIGATION: The CONSULTANT will provide a Geotechnical Engineer Report, no later than the preliminary design phase submittal, containing the following information:

1. Soil borings will be advanced in selected locations based on surface conditions, pre-existing geotechnical data and other factors. Samples will be acquired and laboratory tests will be conducted to provide engineering data necessary for the design. Laboratory tests for each sample collected are anticipated to include:

   a. Dry, saturated, buoyant and total unit weight
   b. Cohesion
   c. Particle size and gradation
   d. Atterburg’s limits
   e. Unified Soil Classification
   f. Internal soil friction angle
   g. Void ratio
   h. Elastic modulus
   i. Resistivity
   j. pH
   k. oxidation-reduction potential
   l. sulfides
   m. moisture content

2. The geotechnical budget allowance is based on 10 soil borings: seven (7) up to 25 feet total depth (TD) and 3 (three) up to 40 feet total depth. Budget and scope includes all borings to be drilled through native material, the borings will be backfilled using cuttings and bentonite chips. Actual work required will be refined as the PROJECT progresses. Billing will be based on actual work performed by the geotechnical subcontractor.

3. Cost assumes no clearing of trees and no traffic control are required.

Deliverables

- Certified Laboratory Report Copies
- Draft Geotechnical Report
- Final Geotechnical Report

XI. ENVIRONMENTAL/ CULTURAL RESOURCES INVESTIGATION: The CONSULTANT shall provide the following environmental and cultural resource investigations in accordance with local, state, and federal requirements:

1. Environmental and Cultural Resource Baseline Study – CONSULTANT will perform an environmental baseline study for the proposed Project in Anna, Collin County, Texas. The purpose of the study is to identify and generally characterize various environmental-related features that exist within the project limits. The various features and associated activities that will be addressed include the following:

a. Waters of the U.S., including wetlands, that could be subject to the U.S. Army Corps of Engineers' jurisdiction under Section 404 of the Clean Water Act (Section 404);
b. Federally listed threatened and endangered species subject to the Endangered Species Act;
c. Perform a tree survey for all trees 6-inch diameter and greater measured at four feet six inches height (4-6") within the proposed temporary and permanent easements.
d. Migratory birds;
e. 100-year floodplains (as per Federal Emergency Management Agency Flood Insurance Rate Maps);
f. Cultural resources survey;
g. Review of the Texas Archaeological Sites Atlas;
h. Coordination with the Texas Historical Commission (THC) in accordance with the Antiquities Code of Texas (ACT); and,
i. Actual/Potential environmentally contaminated (hazardous materials) areas located within and immediately adjacent to the project limits. Phase I Environmental Site Assessment (ESA), in general conformance with ASTM E-1527-13.

2. Data Collection and Evaluation – Collect and review readily available information to help determine the existing conditions within the project limits relative to the features described above. The information is anticipated to include the following:

    1. Prior studies and reports available through the City of Anna;
    2. U.S. Geological Survey quadrangle map(s);
    3. National Wetland Inventory map(s);
    4. Aerial photography;
    5. Collin County soil survey and hydric soil list;
    6. Hazardous material databases using EDR Governmental Database Search;
    7. FEMA flood plain map(s);
    8. Federal list of threatened and endangered species for Collin County;
    9. National Register of Historic Places; and,
    10. Recorded information on known historical and archeological sites maintained by TARL

3. Environmental Site Investigation – Conduct a reconnaissance level site investigation to generally characterize and document the existing conditions of the project limits relative to the identified environmental features, and perform a delineation and proposed jurisdictional determination (JD) of waters of the U.S., including wetlands, within the survey corridor in accordance with the 1987 Wetlands Delineation Manual and 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0). A global positioning system will be used to record the general location of environmental features (i.e. Section 404 waters/wetlands). Representative photographs of the features will also be taken during the site investigation.

4. Data Compilation and Synthesis – Compile and evaluate information developed from the previous tasks in order to determine the actual/potential existence and approximate extent of the identified environmental features that exist within the project limits.

a. Constraints Map – Prepare a preliminary environmental constraints map illustrating the environmental features. The map will be prepared using available aerial photography and Geographic Information System software, and will incorporate information, such as, soils data; potential Section 404 jurisdictional areas; and, other similar information.

b. Tree Survey Report – The surveyor will locate and tag all trees within the temporary and permanent easements six inches (6") caliper and greater measured at four feet six inches height (4'-6"). CONSULTANT will identify all tagged trees and produce a tree survey for submittal with the tree permit application, as necessary, and in accordance with the Tree Preservation Ordinance (Chapter 146, Article IV, Section 146-135)

5. Cultural Resources Survey and Coordination – Perform a cultural resources evaluation as required by both Section 106 of the National Historic Preservation Act (NHPA) and the Antiquities Code of Texas. Assessment of impacts to cultural resources is required in order to secure a permit from the USACE. Since the project is a municipal project, if it impacts a cumulative area larger than five acres or disturbs a cumulative volume of more than 5,000 cubic yards, or if the project is inside a designated historic district or recorded archeological site, the cultural resources evaluation must be conducted in accordance with the Antiquities Code of Texas administered by the Texas Historical Commission (THC). A cultural resources professional that meets the Department of Interior's standard for archaeology will evaluate the project area for historic properties and archaeological resources, and if any are discovered, determine if they are potentially eligible for listing in the National Register of Historic Places. Upon completion of fieldwork, a draft report detailing the cultural resource results will be forwarded to the CITY for review before submission to the THC. Upon review and approval of the draft report by the CITY and the THC, the final cultural resource report (if required) will be included in the environmental permit that is submitted to the United States Army Corps of Engineers (USACE).

   a. CONSULTANT will develop a Texas Historical Commission (THC) Antiquities Permit.
   b. Upon the issuance of THC Antiquities Permit, an archaeologist will evaluate the project area with a combination of shovel testing and photography.
   c. The archaeological survey shovel tests and any encountered cultural resources will be mapped with a sub-meter Trimble Geo 7X GPS unit.
   d. Trenching, if required, will be performed in specific areas within the project area selected by the CONSULTANT. The CONSULTANT will provide a backhoe and operator for trenching activities. Clearing of trees within the project area are not included.
   e. Results of the cultural resources evaluation will be detailed within a written report to be delivered to the City and the THC.
   f. Upon review of the report, the THC will advise on future actions (if any) to be taken in the case of encountered cultural resources.

Assumptions

a. All cultural resource field activities are dependent upon the timely issuance of a THC Antiquities Permit (within 30 days) from the date of application.

b. Any additional work recommendations agreed upon by the THC and or USACE to help stabilize, test, or mitigate any cultural resources found within the above mentioned initial survey work, would be part of an ADDITIONAL scope and contract for services.

6. Environmental Baseline Summary Study Report – Prepare a brief summary letter report (not to exceed five pages of text) presenting the results of the environmental baseline studies for the project. The report will include a description of the study methodology and results, and will include information addressing potential Section 404 permitting requirements as the requirements relate to Section 404 jurisdictional areas that may exist within the project limits including streams, ponds and wetlands, as well as the results from the tree and cultural resources surveys. Related figures within the report will include a project location map, environmental constraints maps. A formal delineation report, tree survey report, and cultural resource survey report will be included as appendices to the summary letter report. Representative site photographs will be included in both the delineation and cultural resources reports. The draft reports will be provided to the City for review and comment. Upon receipt of review comments, the CONSULTANT shall prepare the final reports. Two copies each of the draft and final reports shall be provided to the City.

XII. AERIAL CREEK CROSSINGS- CONSULTANT will design up to three (3) aerial crossings only if needed by preferred alignment at Throckmorton Creek and Throckmorton Creek Tributary I. Design will include the following:

a. Design up to three (3) aerial crossings including concrete piers and ductile iron or steel casing and any erosion control measures required to protect the crossing(s) and the creek. Geotechnical and environmental field services associated with the aerial crossing are included in their respective special service task above.

b. Hydraulic Modeling for Aerial Crossing - The CONSULTANT shall request any pertinent hydrologic and hydraulic models (either HEC-RAS or HEC-HMS) available for Throckmorton Creek. A review of existing City hydrologic and hydraulic models will determine if they are adequate for this study. If required, new hydrologic and hydraulic models will be prepared for the creek crossings. The CONSULTANT shall incorporate the aerial crossings into either the new or City model of Throckmorton Creek to evaluate what (if any) impact the aerial crossing(s) will have and determine what means of mitigation are required to offset any backwater impacts per City of Anna Ordinance.

c. Data Collection

- In addition to the survey at the wastewater line crossing, hydraulic analysis of stream will require the following to be field surveyed:
    i. 1 river cross sections upstream and 1 downstream of each crossing (100-ft spacing on each crossing section) to cover up to top of bank and 50-ft into overbank or to privacy/property fence
    ii. Survey of stream flowline at 50-ft intervals in between cross sections.
    iii. Collect from CITY latest copy of HEC-RAS model of Throckmorton Creek
    iv. Collect from CITY hydrology and hydraulics report for Throckmorton Creek (if available)

v. Collect contributing watershed's soils and land use data

d. Hydrology- Since Throckmorton Creek is an unstudied Zone A stream, discharges for the hydraulic analysis will be computed. If a new HEC-HMS model is required, the tasks outlined below will be completed. NCTCOG's iSWM Manual and FEMA's NFIP Criteria will be followed.
   - 1 year (y), 2y, 5y, 10y, 50y, 100y, and 500 y storm events
   - Drainage area delineation
   - Time of concentration calculation
   - Curve Number computation
   - Precipitation analysis
   - Hydraulic modeling in HEC-HMS 4.2
   - Validation of hydrologic peak discharges with a different methodology or nearby effective studied stream

e. Open Channel Hydraulics
   - Obtain and review field cross sections and complement with City's 1' contours (from LiDAR)
   - Field visit to determine physical aspects at crossings
   - Develop existing creek hydraulic model in HEC-RAS (if City does not have a model available). Assume backwater flow conditions from nearest River or influence.
   - Coordination with conveyance team to determine location of crossings and physical aspects. Calculations of geometric input into hydraulic model (includes lines, columns, riprap, etc.)
   - Determine pre- and post- project impacts into stream WSEL and velocities.
   - Mitigation analysis and recommendations to avoid hydraulic impacts outside of project area (includes additional modeling)
   - Brief memorandum presenting methodology, results, and recommendations

f. Revisions to analysis, models, recommendations per City's review

g. Perform a scour analysis of the aerial crossing. Use geotechnical data for aerial crossings as described in Section VI.

h. Assumptions
   - Mitigation will attempt to avoid a CLOMR/LOMR requirement to FEMA. If one should be required, a supplemental agreement would be necessary.
   - The study only covers the 6 aerial crossings specified, if additional modeling is required of other stream locations, a supplemental agreement will be necessary.

XIII. ADDITIONAL SERVICES – The following additional services are beyond the scope of services described above. However, the Consultant can provide the additional services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the scope of the project shall be agreed upon in writing by both parties before the services are performed. The additional services include, but are not limited to, the following:

a. Preparation and coordination of a Section 404 permit application and supporting documentation (i.e. conceptual mitigation plan report, etc.).

b. Preparation of a final compensatory mitigation plan, mitigation construction plans, and technical specifications.

c. Performance of mitigation monitoring and preparation of mitigation monitoring reports.

d. Performance of biological surveys.

e. Preparation of environmental documentation in accordance with the National Environmental Policy Act.

f. Migratory Bird Treaty Act (MBTA) Assistance, including a pre-construction nest survey prior to vegetation removal or land-clearing activities.

XIV. EXCLUSIONS

The scope of services identified herein specifically excludes the following items, however, these items can be provided if necessary with a revision to scope of work and fees as agreed between CITY and CONSULTANT in writing:

A. Design and construction of laterals that service manholes other than those explicitly identified in Exhibit “A-2”.

B. Computer modeling and routing of water flows;

C. Final Plat;

D. Environmental remediation;

E. Fees for permits and bid advertising;

F. Traffic engineering reports or studies;

G. Floodplain reclamation plans or floodplain analysis other than provided in scope;

H. Construction Inspection;

I. Designs for Trench Safety;

J. Consulting services by others not included in proposal;

K. Quality control and testing services during construction;

L. Alternate additions not included in the original scope;

M. Improvements outside the Project limits.

BASIS OF COMPENSATION

For and in consideration of Basic and Special Services to be rendered by CONSULTANT, CITY agrees to pay, based on the fees indicated below, with the total lump sum fee not to exceed three hundred and thirty five thousand seven hundred and thirty two dollars ($335,732). A summary of the fee breakdown is as shown below:

Task	***Description***	***Lump Sum Amount***
Basic Services		
I	Project Management and Coordination	$20,789
II	30% Preliminary Design	$49,262
III	60% Detailed Design	$36,740
IV	90% Detailed Design	$25,781
V	100% Final Design	$16,326
VI	Bid Phase Services	$7,218
VII	Construction Phase Services	$23,033
	Total Basic Services	**$179,149**
Special Services		
VIII	Surveying for Engineering Design	$47,070
IX	ROW & Easement Documents	$19,100
X	SUE Services	$30,701
XI	Geotechnical Investigation	$28,402
XII	Environmental / Cultural Resources	$15,152
XIII	Aerial Crossing Design	$16,158
	Total Specials Services	**$156,583**
	Grand Total	**$335,732**

It is specifically understood and agreed that CONSULTANT shall not be authorized to undertake any work pursuant to this Contract which would require payment by the CITY for any charge, expense, or reimbursement above the fee as stated herein without obtaining prior written authorization from the CITY. A detailed fee schedule is provided and attached as Exhibit “A-3”.

SCHEDULE

CONSULTANT shall perform its services in accordance with such Project schedule as is specified in the Contract, but in any event as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in the case of delays caused by the CITY’s review of documents submitted under this Contract.

The time period for the completion of Basic Services shall be completed within sixteen (16) months of the execution date of this agreement. A preliminary project schedule is attached as Exhibit “A-4”.

Exhibit A-1
SUBCONTRACTORS LIST

1. CONSULTANT is to state any subcontractors to be used during design:

Specialty	Subcontractor Company	Main Contact	Company Address
Surveying	North Texas Surveying, LLC	Michael B. Arthur, R.P.L.S. (President) Ph: 214-504-0933 Fax: 214-504-0938 Cell: 214-543-4373	1010 W. University Dr. McKinney, TX 75069
Subsurface Utility Engineering	SurvWest	James Mason Hayes Ph: 817-945-9613 Cell: 217-273-0481	4925 Sun Valley Drive Fort Worth, TX 76119
Geotechnical	CMJ Engineering, Inc.	Jay Sappington, P.E. Ph: 817-284-9400 Cell: 817-480-2622	7636 Pebble Dr. Fort Worth, TX 76117

Throckmorton Creek Sewer Extension

THE CITY OF ANNA

THROCKMORTON CREEK SEWER EXTENSION

Texas P.E. Firm Registration No. F-754

SHEET
EXHIBIT A-2

Exhibit A-3 - Basis of Compensation **12/2/2020**

City of Anna, Texas

Throckmorton Creek Sewer Extension

Task Description	HDR															Subs			GRAND TOTAL
	Labor													Expenses	HDR Total	SurvWet (SUE Services)	North Texas Surveying (Survey Services)	CMJ Engineering (Geotechnical Services)	
	Principal In Charge Ferland	**Project Manager** Ordonez	**EIT** *Samadi*	**GIS** Cowling	**CADD** *Branin*	**QA/QC** Biglen	**Water Resources** Xiong	**Water Resources** Vizcaino	**Environmental** Keenan	**Cultural Resources** Johnson	**Admin** *Rayshell*	Total Hours	Labor Cost						
BASIC SERVICES																			
Task I - Project Management and Coordination																			
A Project Control and Monitoring	-	24	8	-	-	2	-	-	-	-	20	54	$ 8,176	$ 90	$ 8,266	$ -	$ -	$ -	$ 8,266
B Project Administration and Monthly Invoicing	-	24	-	-	-	-	-	-	-	-	18	42	$ 6,365	$ 70	$ 6,435	$ -	$ -	$ -	$ 6,435
C Meeting Notes and Documentation	-	7	36	-	-	-	-	-	-	-	-	43	$ 4,916	$ 54	$ 4,970	$ -	$ -	$ -	$ 4,970
D Third Party Coordination	-	3	6	-	-	-	-	-	-	-	-	9	$ 1,106	$ 12	$ 1,118	$ -	$ -	$ -	$ 1,118
Subtotal Task 1	***-***	***58***	***50***	***-***	***-***	***2***	***-***	***-***	***-***	***-***	***38***	***148***	***$ 20,563***	***$ 226***	***$ 20,789***	***$ -***	***$ -***	***$ -***	***$ 20,789***
Task II - 30% Preliminary Design																			
A Project Kickoff Meeting (Meeting #1)	2	4	8	-	1	-	-	-	-	-	-	15	$ 2,268	$ 58	$ 2,326	$ -	$ -	$ -	$ 2,326
B Data Collection	-	4	12	-	-	-	-	-	-	-	-	16	$ 1,899	$ 87	$ 1,986	$ -	$ -	$ -	$ 1,986
C Preliminary Design Memorandum	-	8	24	3	2	-	-	-	-	-	3	40	$ 4,855	$ 53	$ 4,908	$ -	$ -	$ -	$ 4,908
D Preliminary Design Field Services	-	2	6	-	-	-	-	-	16	4	-	28	$ 3,048	$ 100	$ 3,148	$ -	$ -	$ -	$ 3,148
E 30% Drawings		24	74	2	116	5	6	2	-	-	3	232	$ 33,958	$ 374	$ 34,332	$ -	$ -	$ -	$ 34,332
F 30% OPCC (Order of Magnitude)	-	1	2	-	-	1	-	-	-	-	-	4	$ 704	$ 8	$ 712	$ -	$ -	$ -	$ 712
G 30% Progress Review Meeting (Meeting #2)	-	4	8	-	2	-	-	-	-	-	-	14	$ 1,797	$ 53	$ 1,850	$ -	$ -	$ -	$ 1,850
Subtotal Task 2	***2***	***47***	***134***	***5***	***121***	***6***	***6***	***2***	***16***	***4***	***6***	***349***	***$ 48,529***	***$ 733***	***$ 49,262***	***$ -***	***$ -***	***$ -***	***$ 49,262***
Task III- 60% Detailed Design																			
A 60% Drawings		25	55	2	99	2	8	2	-	-	3	196	$ 28,763	$ 316	$ 29,079	$ -	$ -	$ -	$ 29,079
B 60% Specifications	-	8	8	-	-	2	-	-	-	-	3	21	$ 3,206	$ 35	$ 3,241	$ -	$ -	$ -	$ 3,241
C 60% OPCC	-	4	6	-	-	1	-	-	-	-	-	11	$ 1,597	$ 18	$ 1,615	$ -	$ -	$ -	$ 1,615
D 60% Progress Review Meeting (Meeting #3)	2	6	8	-	2	-	-	-	-	-	-	18	$ 2,742	$ 63	$ 2,805	$ -	$ -	$ -	$ 2,805
Subtotal Task 3	***2***	***43***	***77***	***2***	***101***	***5***	***8***	***2***	***-***	***-***	***6***	***246***	***$ 36,308***	***$ 432***	***$ 36,740***	***$ -***	***$ -***	***$ -***	***$ 36,740***
Task IV - 90% Detailed Design																			
A 90% Drawings		15	30	2	66	2	8	2	-	-	3	128	$ 19,230	$ 212	$ 19,442	$ -	$ -	$ -	$ 19,442
B 90% Specifications	-	4	8	-	-	2	-	-	-	-	3	17	$ 2,581	$ 28	$ 2,609	$ -	$ -	$ -	$ 2,609
C 90% OPCC	-	2	4	-	-	1	-	-	-	-	-	7	$ 905	$ 10	$ 915	$ -	$ -	$ -	$ 915
D 90% Progress Review Meeting (Meeting #4)	2	4	8	-	4	-	-	-	-	-	-	18	$ 2,752	$ 63	$ 2,815	$ -	$ -	$ -	$ 2,815
Subtotal Task 4	***2***	***25***	***50***	***2***	***70***	***5***	***8***	***2***	***-***	***-***	***6***	***170***	***$ 25,468***	***$ 313***	***$ 25,781***	***$ -***	***$ -***	***$ -***	***$ 25,781***
Task V - 100% Final Design																			
A 100% Drawings		8	25	2	33	-	6	2	-	-	3	79	$ 11,302	$ 124	$ 11,426	$ -	$ -	$ -	$ 11,426
B 100% Specifications	-	6	4	-	-	-	-	-	-	-	3	13	$ 1,798	$ 20	$ 1,818	$ -	$ -	$ -	$ 1,818
C 100% OPCC	-	2	2	-	-	-	-	-	-	-	-	4	$ 525	$ 6	$ 531	$ -	$ -	$ -	$ 531
D 100% TCEQ Submittal	-	4	8	-	2	-	-	-	-	-	5	19	$ 2,523	$ 28	$ 2,551	$ -	$ -	$ -	$ 2,551
Subtotal Task 5	***-***	***20***	***39***	***2***	***35***	***-***	***6***	***2***	***-***	***-***	***11***	***115***	***$ 16,148***	***$ 178***	***$ 16,326***	***$ -***	***$ -***	***$ -***	***$ 16,326***

Exhibit A-3 - Basis of Compensation **12/2/2020**

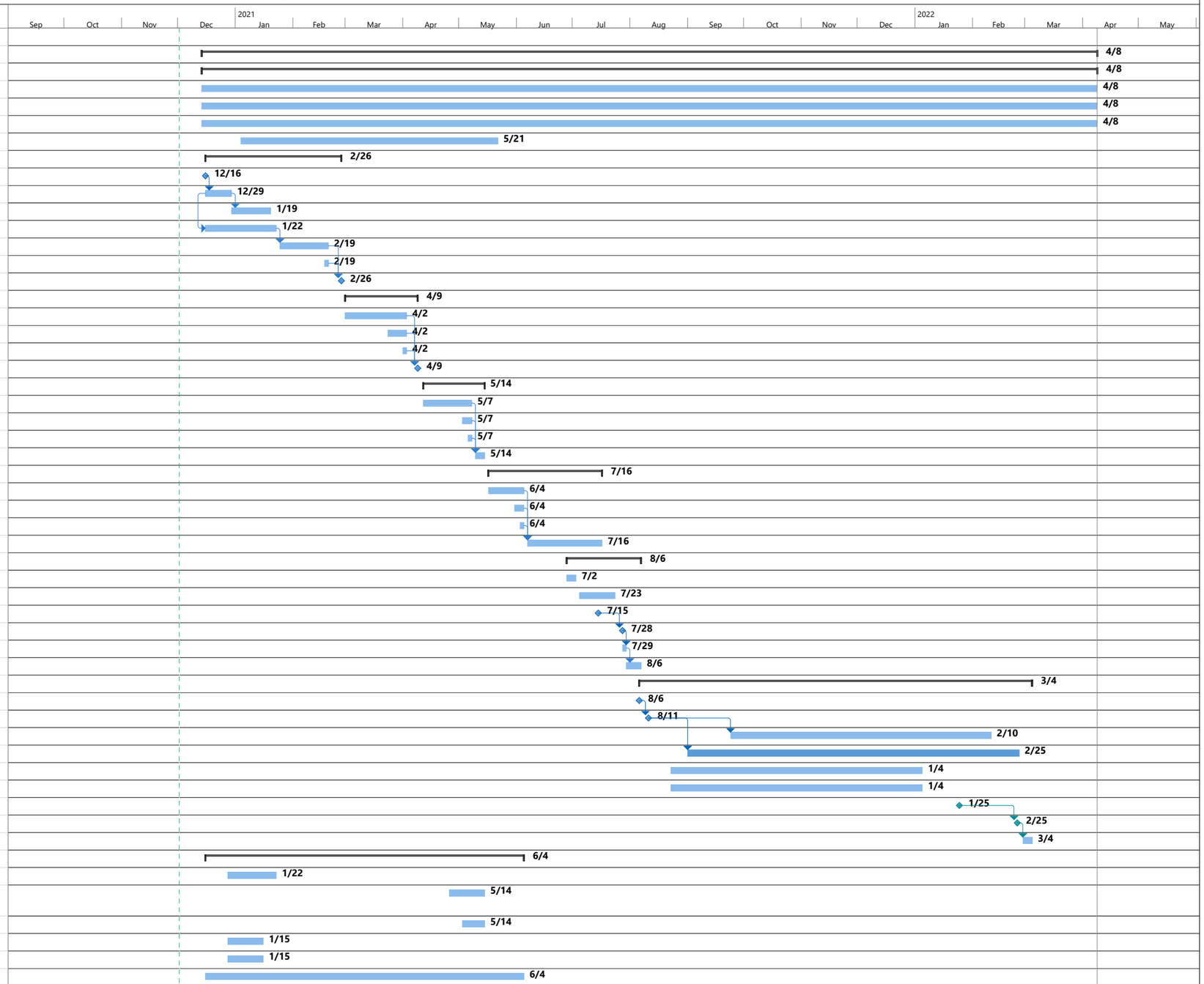
City of Anna, Texas

Throckmorton Creek Sewer Extension

Task Description	HDR															Subs			GRAND TOTAL
	Labor													Expenses	HDR Total	SurvWet (SUE Services)	North Texas Surveying (Survey Services)	CMJ Engineering (Geotechnical Services)	
	Principal In Charge Ferland	**Project Manager** Ordonez	**EIT** *Samadi*	**GIS** Cowling	**CADD** *Branin*	**QA/QC** Biglen	**Water Resources** Xiong	**Water Resources** Vizcaino	**Environmental** Keenan	**Cultural Resources** Johnson	**Admin** *Rayshell*	Total Hours	Labor Cost						
Task VI - Bid Phase Services																			
A Bid Documents	-	4	8	-		-	-	-	-	-	4	16	$ 2,056	$ 23	$ 2,079	$ -	$ -	$ -	$ 2,079
B Bid Invitation and Advertisement	-	2	2	-	-	-	-	-	-	-	2	6	$ 815	$ 9	$ 824	$ -	$ -	$ -	$ 824
C Pre-Bid Meeting (Meeting #5)	-	4	4	-	-	-	-	-	-	-	-	8	$ 1,050	$ 12	$ 1,062	$ -	$ -	$ -	$ 1,062
D Bid Opening	1	2	-	-	-	-	-	-	-	-	-	3	$ 629	$ 40	$ 669	$ -	$ -	$ -	$ 669
E Bid Tabulation and Recommendation	-	4	-	-	-	-	-	-	-	-	-	4	$ 625	$ 7	$ 632	$ -	$ -	$ -	$ 632
F Issued for Construction Documents	-	2	4	-	2	-	-	-	-	-	6	14	$ 1,931	$ 21	$ 1,952	$ -	$ -	$ -	$ 1,952
Subtotal Task 6	***1***	***18***	***18***	***-***	***2***	***-***	***-***	***-***	***-***	***-***	***12***	***51***	***$ 7,106***	***$ 112***	***$ 7,218***	***$ -***	***$ -***	***$ -***	***$ 7,218***
Task VII - Construction Phase Services																			
A Conformed Construction Plans	-	-	-	-	8	-	-	-	-	-	6	14	$ 2,161	$ 24	$ 2,185	$ -	$ -	$ -	$ 2,185
B Pre-Con Conference (Meeting #6)	2	2	3	-	-	-	-	-	-	-	-	7	$ 1,264	$ 47	$ 1,311	$ -	$ -	$ -	$ 1,311
C Monthly Site Visits (4) and Progress Meetings (3)	2	18	9	-	-	-	-	-	-	-	-	29	$ 4,400	$ 246	$ 4,646	$ -	$ -	$ -	$ 4,646
D Shop Drawing Review	-	6	11	-	-	-	-	-	-	-	10	27	$ 3,559	$ 39	$ 3,598	$ -	$ -	$ -	$ 3,598
E RFI< Field Orders, and Change Orders	-	4	16	-	10	-	-	-	-	-	5	35	$ 4,661	$ 183	$ 4,844	$ -	$ -	$ -	$ 4,844
F Record Drawings	-	6	8	-	24	-	-	-	-	-	5	43	$ 6,379	$ 70	$ 6,449	$ -	$ -	$ -	$ 6,449
Subtotal Task 7	***4***	***36***	***47***	***-***	***42***	***-***	***-***	***-***	***-***	***-***	***26***	***155***	***$ 22,424***	***$ 609***	***$ 23,033***	***$ -***	***$ -***	***$ -***	***$ 23,033***
TOTAL BASIC SERVICES	**11**	**247**	**415**	**11**	**371**	**18**	**28**	**8**	**16**	**4**	**105**	**1,233**	**$ 176,546**	**$ 2,603**	**$ 179,149**	**$ -**	**$ -**	**$ -**	**$ 179,149**
SPECIAL SERVICES																			
VIII. Surveying for Engineering Design (North Texas Surveying)	-	2	4	1	2	-	-	-	-	-	-	9	$ 1,159	$ 13	$ 1,172	$ -	$ 45,898	$ -	$ 47,070
IX. Right-of-Way & Easement Documents (North Texas Surveying)	-	2	8	-	2	-	-	-	-	-	-	12	$ 1,484	$ 16	$ 1,500	$ -	$ 17,600	$ -	$ 19,100
X. SUE Services (SurvWest)	-	2	6	1	2	-	-	-	-	-	-	11	$ 1,371	$ 15	$ 1,386	$ 29,315	$ -	$ -	$ 30,701
XI. Geotechnical Investigation (CMJ Engineering)	-	2	6	-	2	-	-	-	-	-	-	10	$ 1,272	$ 14	$ 1,286	$ -	$ -	$ 27,116	$ 28,402
XII. Environmental/ Cultural Resources	-	2	4	10	-	-	-	-	70	60	-	146	$ 14,987	$ 165	$ 15,152	$ -	$ -	$ -	$ 15,152
XIII. Aerial Crossing Design (3)	-	10	10	-	24	2	40	10	-	-	-	96	$ 15,982	$ 176	$ 16,158	$ -	$ -	$ -	$ 16,158
TOTAL SPECIAL SERVICES	**-**	**20**	**38**	**12**	**32**	**2**	**40**	**10**	**70**	**60**		**284**	**$ 36,255**	**$ 399**	**$ 36,654**	**$ 29,315**	**$ 63,498**	**$ 27,116**	**$ 156,583**
TOTAL BASIC AND SPECIAL SERVICES	**11**	**267**	**453**	**23**	**403**	**20**	**68**	**18**	**86**	**64**	**105**	**1,517**	**$ 212,801**	**$ 3,002**	**$ 215,803**	**$ 29,315**	**$ 63,498**	**$ 27,116**	**$ 335,732**

City of Anna, Texas
Throckmorton Creek Sewer Extension
Project Schedule

ID	Name	Start	Finish	Duration
1				
2	**Basic Srevices**	**Mon 12/14/20**	**Fri 4/8/22**	**345 days**
3	**Task I - Project Management and Coordination**	**Mon 12/14/20**	**Fri 4/8/22**	**345 days**
4	A. Project Control and Monitoring	Mon 12/14/20	Fri 4/8/22	345 days
5	B. Project Administration and Monthly Invoicing	Mon 12/14/20	Fri 4/8/22	345 days
6	C. Meeting Notes and Documentation	Mon 12/14/20	Fri 4/8/22	345 days
7	D. Third Party Coordination	Mon 1/4/21	Fri 5/21/21	100 days
8	**Task II - 30% Preliminary Design**	**Wed 12/16/20**	**Fri 2/26/21**	**53 days**
9	A. Project Kickoff Meeting (Meeting #1)	Wed 12/16/20	Wed 12/16/20	0 days
10	B. Data Collection	Wed 12/16/20	Tue 12/29/20	10 days
11	C. Preliminary Design Memorandum	Wed 12/30/20	Tue 1/19/21	15 days
12	D. Preliminary Design Field Services	Wed 12/16/20	Fri 1/22/21	28 days
13	E. 30% Drawings	Mon 1/25/21	Fri 2/19/21	20 days
14	F. 30% OPCC	Thu 2/18/21	Fri 2/19/21	2 days
15	G. 30% Progress Review Meeting (Meeting #2)	Fri 2/26/21	Fri 2/26/21	0 days
16	**Task III - 60% Detailed Design**	**Mon 3/1/21**	**Fri 4/9/21**	**29 days**
17	A. 60% Drawings	Mon 3/1/21	Fri 4/2/21	25 days
18	B. 60% Specifications	Wed 3/24/21	Fri 4/2/21	8 days
19	C. 60% OPCC	Thu 4/1/21	Fri 4/2/21	2 days
20	D. 60% Progress Review Meeting (Meeting #3)	Fri 4/9/21	Fri 4/9/21	0 days
21	**Task IV - 90% Detailed Design**	**Mon 4/12/21**	**Fri 5/14/21**	**25 days**
22	A. 90% Drawings	Mon 4/12/21	Fri 5/7/21	20 days
23	B. 90% Specifications	Mon 5/3/21	Fri 5/7/21	5 days
24	C. 90% OPCC	Thu 5/6/21	Fri 5/7/21	2 days
25	D. 90% Progress Review Meeting (Meeting #4)	Mon 5/10/21	Fri 5/14/21	5 days
26	**Task V - 100% Detailed Design**	**Mon 5/17/21**	**Fri 7/16/21**	**45 days**
27	A. 100% Drawings	Mon 5/17/21	Fri 6/4/21	15 days
28	B. 100% Specifications	Mon 5/31/21	Fri 6/4/21	5 days
29	C. 100% OPCC	Thu 6/3/21	Fri 6/4/21	2 days
30	D. 100% TCEQ Submittal	Mon 6/7/21	Fri 7/16/21	30 days
31	**Task VI - Bid Phase Services**	**Mon 6/28/21**	**Fri 8/6/21**	**30 days**
32	A. Bid Documents	Mon 6/28/21	Fri 7/2/21	5 days
33	B. Bid Invitation and Advertisement	Mon 7/5/21	Fri 7/23/21	15 days
34	C. Pre-Bid Meeting (Meeting #5)	Thu 7/15/21	Thu 7/15/21	0 days
35	D. Bid Opening (Meeting #6)	Wed 7/28/21	Wed 7/28/21	0 days
36	E. Bid Tabulation and Recommendation	Wed 7/28/21	Thu 7/29/21	2 days
37	F. Issued for Construction Documents	Fri 7/30/21	Fri 8/6/21	6 days
38	**Task VII - Construction Phase Services**	**Fri 8/6/21**	**Fri 3/4/22**	**151 days**
39	A. Conformed Construction Plans	Fri 8/6/21	Fri 8/6/21	0 days
40	B. Pre-Con Conference (Meeting #7)	Wed 8/11/21	Wed 8/11/21	0 days
41	C. Monthly Site Visits and Progress Meetings	Fri 9/24/21	Thu 2/10/22	100 days
42	D. Construction	Wed 9/1/21	Fri 2/25/22	128 days
43	E. Shop Drawing Review	Mon 8/23/21	Tue 1/4/22	97 days
44	F. RFI< Field Orders, and Change Orders	Mon 8/23/21	Tue 1/4/22	97 days
45	G. Substantial Completion	Tue 1/25/22	Tue 1/25/22	0 days
46	H. Final Completion	Fri 2/25/22	Fri 2/25/22	0 days
47	I. Record Drawings	Mon 2/28/22	Fri 3/4/22	5 days
48	**Special Services**	**Wed 12/16/20**	**Fri 6/4/21**	**123 days**
49	Task VIII - Surveying for Engineering Design (North Texas Surveyin	Mon 12/28/20	Fri 1/22/21	20 days
50	Task IX - Right-of-Way & Easement Documents (North Texas Surveying)	Mon 4/26/21	Fri 5/14/21	15 days
51	Task X - SUE Services (SurvWest)	Mon 5/3/21	Fri 5/14/21	10 days
52	Task XI - Geotechnical Investigation (CMJ Engineering)	Mon 12/28/20	Fri 1/15/21	15 days
53	Task XII - Environmental/ Cultural Resources	Mon 12/28/20	Fri 1/15/21	15 days
54	Task XIII - Aerial Crossing Design (3)	Wed 12/16/20	Fri 6/4/21	123 days



Project: CITY OF ANNA - THRO
Date: Wed 12/2/20

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND HDR ENGINEERING, INCORPORATED, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THIRTY FIVE THOUSAND SEVEN HUNDRED THIRTY TWO DOLLARS AND ZERO CENTS ($335,732.00) AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Throckmorton Creek Trunk Sewer Expansion is shown in the City of Anna Wastewater Master Plan as a critical Capital Improvement Project, and;

WHEREAS, expansion of the sewer system will facilitate high quality development in the City of Anna north of FM 455 between US 75 and SH 5, and;

WHEREAS, HDR Engineering, Incorporated has provided a task order for engineering analysis and design services, and;

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

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

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 December, 2020.

APPROVED:

_____
Nate Pike, Mayor

ATTEST:

_____

Carrie Land, City Secretary

EXHIBIT “A”

(see attached)

Item No. 6.I.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

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

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

The City of Anna, per the Investment Policy, is required to revisit, revise, and adopt the Investment Policy each year. This year, in an effort to certify the Investment Policy through the Government Treasurers' Organization of Texas's (GTOT) Investment Policy Certification Program, the City has updated the Policy based upon components of the certification checklist.

Notable changes to the Investment Policy were the addition of three things missing from the checklist: (1) a section saying that if an investment is downgraded to below minimum required ratings, that the city will take all prudent measures to liquidate the investment, (2) a section exempting existing investments from updated guidelines, and (3) a section requiring the market value of all securities in the portfolio be calculated on a quarterly basis and included in the quarterly investment report.

After adoption, the updated Investment Policy will be submitted to the GTOT for certification and feedback.

FINANCIAL IMPACT:
There is no financial impact associated with this item.

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

STAFF RECOMMENDATION:

Staff recommends adopting the updated Investment Policy.

ATTACHMENTS:

1. Investment Policy Checklist
2. Investment Policy Resolution 120820
3. Revised Investment Policy

APPROVALS:

Alan Guard, Created/Initiated - 12/2/2020

Government Treasurers' Organization of Texas

Investment Policy Certification Checklist

Entity: _____

Office Use Only
Reviewer:
Date:

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

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

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

CRITERIA	PLACEMENT IN POLICY*	ACCEPTABLE (RECOMMENDATIONS)**	UNACCEPTABLE (RECOMMENDATIONS)
Signed Investment Policy Certification form HB 1701 changes "person" to "business organization" and narrowly defines business organization as either an investment pool or an investment management firm under contract to manage the entity's portfolio with discretionary authority. Very few investment management contracts for public funds grant such discretion, meaning investment pools will generally be the only organizations still required to sign this certification. This bill has all but killed the legal requirement for the policy certification Public entities may wish to revise their investment policy as it seems likely that brokers, absolved of this legal requirement, may no longer be willing to sign those certifications. Public entities should still provide their investment policy to their brokers, who in fact should be asking for it. Among other things, FINRA's "Know Your Customer" rules, largely established by the suitability requirements of FINRA Rule 2111, require that brokers, "have a reasonable basis to believe that a recommendation is suitable for a particular customer based on that customer's investment profile." Providing the broker with your investment policy should very clearly describe your investment profile, particularly with regard to the primary objective of safety of principal. Compliant certification includes acknowledging that the business organization has: a. received and reviewed the entity's Investment Policy; and b. implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards. **PFIA 2256.005 (k-l)**			
Establishment and annual review of qualified bidders list Investment Policy must require either the entity's governing body, or its Investment Committee to, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity. **PFIA 2256.025**			
Independent Third-Party Safekeeping Securities and collateral will be held by a third party custodian designated by the entity, and held in the entity's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.			
Delivery vs. Payment Investment Policy must require "delivery vs. payment" (DVP) settlement of all transactions, except local government investment pool and mutual fund transactions. **PFIA 2256.005 (b)(4)(E)**			

CRITERIA	PLACEMENT IN POLICY*	ACCEPTABLE (RECOMMENDATIONS)**	UNACCEPTABLE (RECOMMENDATIONS)
Competitive Bidding Investment Policy should require at least three competitive offers or bids for all individual security purchases and sales (excluding transactions with money market mutual funds, local government investment pools and when issued securities, which are deemed to be made at prevailing market rates).			
Suitable and Authorized Investments List the types of authorized investments in which the investing entity's funds may be invested. Investments authorized by PFIA are listed in Sections 2256.009 – 2256.016 and Section 2256.019 – 2256.0201. It is recommended that investment descriptions be either directly quoted from PFIA and/or referenced to PFIA. Be sure to include minimum required ratings and maximum allowable stated maturities, where applicable. If Repurchase Agreements are an authorized investment, the policy should require execution of a "Master Repurchase Agreement". Your policy may be more restrictive than PFIA and need not include every investment authorized by PFIA. **PFIA 2256.005 (b)(4)(A-B)**			
Prohibited Investments An entity may choose to prohibit certain investments that are authorized by PFIA. The Policy should either: a. list prohibited investments, including those specifically prohibited in **PFIA 2256.009 (b)(1-4)**; or b. state only those investments listed in this section are authorized.			
Effect of Loss of Required Rating All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. **PFIA 2256.021 (do we need to state this twice, it was added to General Objectives)**			
Collateral Policy The governing body must approve a written policy relating to collateralization. It should be included in the Investment Policy and require collateralization for all uninsured collected balances, plus accrued interest, if any. In addition, the policy should address acceptance, substitution, release, and valuation of collateral. **Collateral for Public Funds, Chapter 2257, Texas Government Code**			
Diversification and Maximum Maturities Investment policy must address investment diversification, yield, and maturity. (Yield is normally addressed under General Objectives following primary objectives of safety of principal and liquidity.) **PFIA 2256.005 (b)(3)**			

CRITERIA	PLACEMENT IN POLICY*	ACCEPTABLE (RECOMMENDATIONS)**	UNACCEPTABLE (RECOMMENDATIONS)
Investment Strategies The Investment Policy must require adoption by the governing body of a separate investment strategy for each of the funds, or group of funds, under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance: (1) understanding of the suitability of the investment to the financial requirements of the entity; (2) preservation and safety of principal; (3) liquidity; (4) marketability of the investment if the need arises to liquidate the investment before maturity; (5) diversification of the investment portfolio; and (6) yield (assign performance benchmarks as appropriate) **PFIA 2256.005 (d)**			
Weighted Average Maturity for Pooled Fund Groups If your entity combines funds as a "pooled fund group" for investing purposes, then the maximum dollar-weighted average maturity of the portfolio, based on the stated maturity date, must be included in your Investment Policy. **PFIA 2256.005 (b)(4)(C)**			
Quarterly Reporting Investment Policy must require quarterly investment reports, prepared by the investment officer(s) and submitted to the governing body. Specific PFIA reporting requirements should be either be included in your policy or referenced to PFIA. **PFIA 2256.023**			
Review by Independent Auditor Quarterly reports must be formally reviewed at least annually by an independent auditor and reported to the governing body. (An entity is exempt from this review if it *only* invests in money market mutual funds, investment pools or accounts offered by its depository bank in the form of CDs or money market accounts.) **PFIA 2256.023 (d)**			
Marking to Market The market value of the portfolio must be determined at least quarterly and included in the quarterly investment reports. The Investment Policy must include methods to monitor the market price of investments acquired with public funds (e.g. IDC, Bloomberg, etc.) **PFIA 2256.005 b)(4)(D)**			
Internal Controls Investment Policy must require, in conjunction with its annual financial audit, a compliance audit of management controls on investments and adherence to the entity's established investment policies (see 2256.005(n) for the requirement for state agencies). **PFIA 2256.005 (m)**			
Exemption for Existing Investments An entity is not required to liquidate investments that were authorized investments at the time of purchase. **PFIA 2256.017**			

CRITERIA	PLACEMENT IN POLICY*	ACCEPTABLE (RECOMMENDATIONS)**	UNACCEPTABLE (RECOMMENDATIONS)
Annual Review and Adoption of Investment Policy and Strategies Investment Policy must require the governing body to, not less than annually, adopt a written instrument stating that it has reviewed the Investment Policy and investment strategies and that the written instrument so adopted shall record any changes made to either the policy or strategies. **PFIA 2256.005 (e)**			

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

Rev. 9/19

CITY OF ANNA, TEXAS

RESOLUTION NO.

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

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

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

WHEREAS, The Public Funds Investment Act ("the Act") requires annual review of the City's Investment Policy; and

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

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

Section 1. Recitals Incorporated.

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

Section 2. Investment Policy Reviewed

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

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

ATTEST:	APPROVED:
_____	_____
Carrie L. Land, City Secretary	Nate Pike, Mayor

City of Anna, Texas

Investment Policy

THE CITY OF Anna

December 8, 2020

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INVESTMENT POLICY

I. POLICY

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

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

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

II. SCOPE

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

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

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

III. INVESTMENT OBJECTIVE AND STRATEGY

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

A. Preservation and Safety of Principal

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

i. Credit Risk and Concentration of Credit Risk – The City will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer, by:
   - Limiting investments to the types listed in safest types of investments,
   - Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business, and
   - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

ii. Interest Rate Risk – The City will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:
   - Limiting investments to the safest types of investments,
   - Limiting maximum weighted average maturity of the investment portfolio to 365 days,
   - Structure the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity, and
   - Diversify maturities and staggering purchase dates to minimize the impact of market movements over time.

B. Liquidity

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

C. Public Trust

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

D. Yield

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

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

E. Strategy

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

i. Operating Funds – Operating Funds generally have greater cash flow needs than other types of funds and therefore require the greatest short-term liquidity of the Fund types. Investment strategies for operating funds and commingled pools containing funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility

during economic cycles. This may be accomplished by purchasing quality, short to medium term securities which will complement each other in a laddered structure. Of utmost importance is the preservation and safety of the investment principal.

ii. Debt Service Funds – Investment strategies for Debt Service Funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date. Surplus funds outside the debt service dates will be invested according to the investment guidelines for operating funds.

iii. Capital Project Funds and Special Purpose Funds – The investment objective of capital project funds is to schedule maturities to maximize investment earnings while preserving principal. Funds for capital projects or special purposes should allow for flexibility and unanticipated project outlays by having a portion of their investments in highly liquid securities. The key to an effective strategy is to be ware of project needs and match maturities to the period funds. The stated final maturity dates of securities held should not exceed the estimated project completion date.

IV. STANDARDS OF CARE

A. Prudence

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

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

B. Ethics and Conflict of Interest

Each Investment Officer shall act as custodian of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. An Investment Officer shall refrain from personal business activity that could conflict

with proper execution of the investment program, or which could impair his/her ability to make impartial investment decisions.

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

C. Delegation of Authority

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

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

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

D. Internal Control

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

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

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

V. AUTHORIZED INVESTMENTS AND PARAMETERS

A. Authorized Investments

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

1. Obligations of the United States government or its agencies and instrumentalities, including the Federal Home Loan Banks.
2. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
3. Direct obligations of this State or its agencies and instrumentalities.
4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by at least one nationally recognized rating firm not less than A or its equivalent.

5. Certificates of Deposit, and other forms of deposit, issued in compliance with the PFIA, and insured by the FDIC, or when applicable, collateralized in accordance with this Policy and the Public Funds Collateral Act that are issued by a depository institution that has its main office or a branch office in the state of Texas.
6. Repurchase agreements, with the execution of a Master Repurchase Agreement, placed and secured in compliance with the PFIA and, collateralized with a minimum market value of 102% of the dollar value of the transaction plus accumulated accrued interest.
7. SEC-registered, AAAm, or its equivalent, (as rated by Fitch, Moody's or Standard & Poor's), no-load money market mutual funds. The investment objective of the fund must be to maintain a stable dollar net asset value of $1.0000. The City may not invest funds under its control in an amount that exceeds 10% of total assets of any individual money market mutual fund. A fund prospectus shall be reviewed for compliance with this Policy prior to depositing monies.
8. Interest bearing checking accounts that are fully collateralized at 102% of the ledger balance less the amount insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund or their respective successors.

B. Prohibited Investments

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

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

C. Investments with Required Ratings

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

D. Diversification

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

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

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

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

E. Maximum Maturity

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

F. Exemption for Existing Investments

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

VI. SELECTION OF BANKS AND DEALERS

A. Depository

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

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

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

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

B. Authorized Brokers/Dealers

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

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

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

C. Competitive Bid

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

D. Delivery vs. Payment

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

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

VII. CUSTODIAL CREDIT RISK MANAGEMENT

A. Safekeeping and Custody

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

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

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

B. Collateralization

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

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

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

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

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

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

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

VIII. REPORTING

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

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

IX. INVESTMENT POLICY AND ADOPTION

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

X. FINANCIAL GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PAR: See Face Value

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Item No. 6.m.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:

Development Agreement - Anacapri
Approve a Resolution entering in to a development agreement with JY & KC, LLC, Kayasa Holdings, LLC, Oakwood Village Apartments Inc., and Young Kim & Tim Mueller to establish development and design regulations for further development on 341 acres consisting of multiple tracts of land generally located on the east and west side of future Ferguson Parkway, north of Hackberry Drive, and south of CR 371 (future Mantua Road). (Director of Development Services Ross Altobelli)

SUMMARY:

The Property Owners have, at the request of Developer, applied to rezone the Property to allow for Planned Development-Multi-Use.

With respect to all structures/development within the PD-MU Zoning District, the Property Owners agree to comply with the masonry material requirements and architectural design standards within the Anna City Code of Ordinances as detailed in the attached Development Agreement.

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:

Staff recommends approval of this item.

ATTACHMENTS:

1. Development Agreement (Anacapri)_Oakwood
2. Development Agreement (Anacapri)_YoungMueller
3. Development Agreement (Anacapri)_JYKC
4. Development Agreement (Anacapri)_Kayasa

APPROVALS:

Ross Altobelli, Director of Development Services	Created/Initiated - 12/4/2020
Jim Proce, City Manager	Final Approval - 12/4/2020

EXHIBIT A

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered effective as of December, 8, 2020 (“Effective Date”) between and among the City of Anna, Texas, a Texas home-rule municipality **("City")** and Oakwood Village Apartments,**(“Property Owner”)** as follows:

RECITALS

WHEREAS, the Property Owners are the sole owner of 111.66 acres of real property described in Exhibit 1 and depicted on Exhibit 2, (the "**Property**"); and,

WHEREAS, the Property is presently under contract (the “Contract”) to be sold by the Property Owner and purchased by Megatel Homes (“Developer”).

WHEREAS, Property Owners have, at the request of Developer, 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), SF-60 Single-Family Residence District (SF-60) and, SF-Z Single-Family Residence District - Zero lot line homes (SF-Z); 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.

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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 Owners, 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. Other finishes and materials may be used at the sole discretion of the City Council if adopted as part of the site plan approval and if permitted by building and fire codes.

C. 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.

D. A maximum of 10% of any exposed exterior wall may consist of EIFS

E. 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

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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.

Single-Family Residence Buildings (SF-60 and SF-Z)

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.

F. 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.

vi. Eight-foot tall garage doors.

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G. All doors on the font 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(s):
Oakwood Village Apartments, Inc.
84 Overlook Place
Rye, NY 10580

SECTION 4. MODIFICATIONS OR TERMINATION.

This Agreement may only be modified and/or terminated as follows: (a) by mutual written 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), Single Family Residence-60 (SF-60), and Single-Family Residence - Zero lot line homes (SF-Z), 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. CLOSING.

The Contract provides that the closing and funding of the sale of the Property shall occur on December 28, 2020, unless otherwise amended by the parties to the Contract (the "Closing"). Notwithstanding anything to the contrary herein, upon Closing and funding of the sale of the Property, Developer or its successors or assigns shall fully assume all of Property Owner's rights and obligations under this Agreement and Oak Village Apartments, Inc., its successors and assigns, shall be fully and completely released from this Agreement for all purposes, without the necessity of additional notice from or action by any Party. Nothing in this Section 5 shall serve

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to release any subsequent owners of the Property from the terms, conditions, and obligations in this Agreement.

If Closing does not occur and the Contract is terminated, the City agrees to reasonably cooperate with Property Owner to modify the terms and conditions of this Agreement to accommodate any subsequent purchaser(s) and/or alternative use(s) of the Property.

SECTION 6. 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

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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 7. BINDING ON SUCCESSORS, AGREEMENT RUNS WITH THE LAND.

Except as otherwise provided for herein, 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 8. INDEMNIFICATION AND HOLD HARMLESS.

THE DEVELOPER, 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 9. RECORDATION.

The parties may record this document in the property records of Collin County on or after one (1) business day after Closing and funding of the Contract.

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.

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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

OAKWOOD VILLAGE APARTMENTS INC., a Texas limited partnership,

By: OAKWOOD VILLAGE APARTMENTS INC, Managing Partner

By: _____
Name, title

IN WITNESS WHEREOF:

STATE OF _____

COUNTY OF _____

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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 OAKWOOD VILLAGE APARTMENTS INC. in its capacity as managing partner of OAKWOOD VILLAGE APARTMENTS INC., a Texas limited partnership.

_____
Notary Public, State of _____

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EXHIBIT "1"
PROPERTY DESCRIPTION

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EXHIBIT “2”
CONCEPT PLAN

EXHIBIT A

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered effective as of December, 8, 2020 (“Effective Date”) between and among the City of Anna, Texas, a Texas home-rule municipality **("City")** and Young Kim & Tim Mueller,**(“Property Owners”)** as follows:

RECITALS

WHEREAS, the Property Owners are the sole owner of 84.00 acres of real property described in Exhibit 1 and depicted on Exhibit 2, (the "**Property**"); and,

WHEREAS, the Property is presently under contract (the “Contract”) to be sold by the Property Owner and purchased by Megatel Homes (“Developer”).

WHEREAS, Property Owners have, at the request of Developer, 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), SF-60 Single-Family Residence District (SF-60) and, SF-Z Single-Family Residence District - Zero lot line homes (SF-Z); 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.

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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 Owners, 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. Other finishes and materials may be used at the sole discretion of the City Council if adopted as part of the site plan approval and if permitted by building and fire codes.

C. 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.

D. A maximum of 10% of any exposed exterior wall may consist of EIFS

E. 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

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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.

Single-Family Residence Buildings (SF-60 and SF-Z)

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.

F. 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.

vi. Eight-foot tall garage doors.

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G. All doors on the font 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(s):
Young Kim & Tim Mueller
84 Overlook Place
Rye, NY 10580

SECTION 4. MODIFICATIONS OR TERMINATION.

This Agreement may only be modified and/or terminated as follows: (a) by mutual written 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), Single Family Residence-60 (SF-60), and Single-Family Residence - Zero lot line homes (SF-Z), 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. CLOSING.

The Contract provides that the closing and funding of the sale of the Property shall occur on July 1, 2021, unless otherwise amended by the parties to the Contract (the "Closing"). Notwithstanding anything to the contrary herein, upon Closing and funding of the sale of the Property, Developer or its successors or assigns shall fully assume all of Property Owner's rights and obligations under this Agreement and Young Kim & Tim Mueller, its successors and assigns, shall be fully and completely released from this Agreement for all purposes, without the necessity of additional notice from or action by any Party. Nothing in this Section 5 shall serve to release

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any subsequent owners of the Property from the terms, conditions, and obligations in this Agreement.

If Closing does not occur and the Contract is terminated, the City agrees to reasonably cooperate with Property Owner to modify the terms and conditions of this Agreement to accommodate any subsequent purchaser(s) and/or alternative use(s) of the Property.

SECTION 6. 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 7. BINDING ON SUCCESSORS, AGREEMENT RUNS WITH THE LAND.

Except as otherwise provided for herein, 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 8. INDEMNIFICATION AND HOLD HARMLESS.

THE DEVELOPER, INCLUDING ITS SUCCESSORS AND ASSIGNS (THE "INDEMNIFYING PARTY"), HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE PROPERTY OWNERS AND 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 9. RECORDATION.

The parties may record this document in the property records of Collin County on or after one (1) business day after Closing and funding of the Contract.

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.

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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

Young Kim,

By: Young Kim

By: _____
Name, title

IN WITNESS WHEREOF:

STATE OF _____

COUNTY OF _____

DRAFT

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 owner.

_____
Notary Public, State of _____

Tim Mueller,

By: Tim Mueller

By: _____
Name, title

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 owner.

_____
Notary Public, State of _____

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EXHIBIT “1”
PROPERTY DESCRIPTION

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EXHIBIT “2”
CONCEPT PLAN

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EXHIBIT A

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered effective as of December, 8, 2020 (“Effective Date”) between and among the City of Anna, Texas, a Texas home-rule municipality **("City")** and JY & KC, LLC,**(“Property Owner”)** as follows:

RECITALS

WHEREAS, the Property Owners are the sole owner of 95.444 acres of real property described in Exhibit 1 and depicted on Exhibit 2, (the "**Property**"); and,

WHEREAS, the Property is presently under contract (the “Contract”) to be sold by the Property Owner and purchased by Megatel Homes (“Developer”).

WHEREAS, Property Owners have, at the request of Developer, 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), SF-60 Single-Family Residence District (SF-60) and, SF-Z Single-Family Residence District - Zero lot line homes (SF-Z); 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.

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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 Owners, 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. Other finishes and materials may be used at the sole discretion of the City Council if adopted as part of the site plan approval and if permitted by building and fire codes.

C. 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.

D. A maximum of 10% of any exposed exterior wall may consist of EIFS

E. 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

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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.

Single-Family Residence Buildings (SF-60 and SF-Z)

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.

F. 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.

vi. Eight-foot tall garage doors.

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G. All doors on the font 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(s):
JY & KC, LLC
2708 Amherst Ave.
Dallas, TX 75225

SECTION 4. MODIFICATIONS OR TERMINATION.

This Agreement may only be modified and/or terminated as follows: (a) by mutual written 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), Single Family Residence-60 (SF-60), and Single-Family Residence - Zero lot line homes (SF-Z), 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. CLOSING.

The Contract provides that the closing and funding of the sale of the Property shall occur on May 17, 2021, unless otherwise amended by the parties to the Contract (the "Closing"). Notwithstanding anything to the contrary herein, upon Closing and funding of the sale of the Property, Developer or its successors or assigns shall fully assume all of Property Owner's rights and obligations under this Agreement and JY & KC, LLC., its successors and assigns, shall be fully and completely released from this Agreement for all purposes, without the necessity of

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additional notice from or action by any Party. Nothing in this Section 5 shall serve to release any subsequent owners of the Property from the terms, conditions, and obligations in this Agreement.

If Closing does not occur and the Contract is terminated, the City agrees to reasonably cooperate with Property Owner to modify the terms and conditions of this Agreement to accommodate any subsequent purchaser(s) and/or alternative use(s) of the Property.

SECTION 6. 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 7. BINDING ON SUCCESSORS, AGREEMENT RUNS WITH THE LAND.

Except as otherwise provided for herein, 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 8. INDEMNIFICATION AND HOLD HARMLESS.

THE DEVELOPER, INCLUDING ITS SUCCESSORS AND ASSIGNS (THE "INDEMNIFYING PARTY"), HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE PROPERTY OWNERS AND 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 9. RECORDATION.

The parties may record this document in the property records of Collin County on or after one (1) business day after Closing and funding of the Contract.

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.

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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

JY & KC, LLC a Texas limited partnership,

By: JY & KC, LLC, Managing Partner

By: _____
Name, title

IN WITNESS WHEREOF:

STATE OF _____

COUNTY OF _____

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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 JY & KC, LLC in its capacity as managing partner of JY & KC, LLC, a Texas limited partnership.

_____
Notary Public, State of _____

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EXHIBIT “1”
PROPERTY DESCRIPTION

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EXHIBIT “2”
CONCEPT PLAN

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EXHIBIT A

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered effective as of December, 8, 2020 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality **("City")** and Kayasa Holdings, LLC,**("Property Owner")** as follows:

RECITALS

WHEREAS, the Property Owners are the sole owner of 50.00 acres of real property described in Exhibit 1 and depicted on Exhibit 2, (the "**Property**"); and,

WHEREAS, the Property is presently under contract (the "Contract") to be sold by the Property Owner and purchased by Megatel Homes ("Developer").

WHEREAS, Property Owners have, at the request of Developer, 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), SF-60 Single-Family Residence District (SF-60) and, SF-Z Single-Family Residence District - Zero lot line homes (SF-Z); 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.

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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 Owners, 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. Other finishes and materials may be used at the sole discretion of the City Council if adopted as part of the site plan approval and if permitted by building and fire codes.

C. 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.

D. A maximum of 10% of any exposed exterior wall may consist of EIFS

E. 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

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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.

Single-Family Residence Buildings (SF-60 and SF-Z)

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.

F. 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.

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vi. Eight-foot tall garage doors.

G. All doors on the font 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(s):
Kayasa Holdings, LLC
84 Overlook Place
Rye, NY 10580

SECTION 4. MODIFICATIONS OR TERMINATION.

This Agreement may only be modified and/or terminated as follows: (a) by mutual written 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), Single Family Residence-60 (SF-60), and Single-Family Residence - Zero lot line homes (SF-Z), 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. CLOSING.

The Contract provides that the closing and funding of the sale of the Property shall occur on May 4, 2021, unless otherwise amended by the parties to the Contract (the "Closing"). Notwithstanding anything to the contrary herein, upon Closing and funding of the sale of the Property, Developer or its successors or assigns shall fully assume all of Property Owner's rights and obligations under this Agreement and Kayasa Holdings, LLC its successors and assigns, shall be fully and completely released from this Agreement for all purposes, without the necessity

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of additional notice from or action by any Party. Nothing in this Section 5 shall serve to release any subsequent owners of the Property from the terms, conditions, and obligations in this Agreement.

If Closing does not occur and the Contract is terminated, the City agrees to reasonably cooperate with Property Owner to modify the terms and conditions of this Agreement to accommodate any subsequent purchaser(s) and/or alternative use(s) of the Property.

SECTION 6. 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 7. BINDING ON SUCCESSORS, AGREEMENT RUNS WITH THE LAND.

Except as otherwise provided for herein, 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 8. INDEMNIFICATION AND HOLD HARMLESS.

THE DEVELOPER, INCLUDING ITS SUCCESSORS AND ASSIGNS (THE "INDEMNIFYING PARTY"), HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE PROPERTY OWNERS AND 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 9. RECORDATION.

The parties may record this document in the property records of Collin County on or after one (1) business day after Closing and funding of the Contract.

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.

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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

Kayasa Holdings, LLC a Texas limited partnership,

By: Kayasa Holdings, LLC, Managing Partner

By: _____
Name, title

IN WITNESS WHEREOF:

STATE OF _____

COUNTY OF _____

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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 Kayasa Holdings, LLC in its capacity as managing partner of Kayasa Holdings, LLC, a Texas limited partnership.

_____
Notary Public, State of _____

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EXHIBIT “1”
PROPERTY DESCRIPTION

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EXHIBIT “2”
CONCEPT PLAN

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Item No. 6.n.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact: Joey Grisham

AGENDA ITEM:
Approve a Resolution setting a public hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone for Phase 1 of the Sherley Tract development. (Director of Economic Development Joey Grisham)

SUMMARY:
This item sets a public hearing on January 12, 2021 for the creation of a Tax Increment Reinvestment Zone for Phase I of the Sherley Tract development.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Approve the resolution.

ATTACHMENTS:
1. TIRZ Creation Hearing Resolution Sherley Tract Phase 1 9-3-20 C19001D20201202AR1 MC 12.3.20

APPROVALS:
Carrie Land, City Secretary Created/Initiated - 12/4/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ANNA, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF ANNA, TEXAS REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN.

WHEREAS, the City of Anna, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within the extraterritorial jurisdiction (the "ETJ") of the City; and

WHEREAS, the City Council of the City (the "City Council") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone in the ETJ of the City (the "Zone") with the boundaries being described in the metes and bounds attached as **Exhibit A**; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHERAS, the City Council has determined to hold a public hearing on January 12, 2021 on the creation of the Zone.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

Section 1. That a public hearing is hereby called for *January 12, 2021, at 6:30 p.m. at Sue Rattan Elementary School, 1221 S Ferguson Pkwy, Anna, TX 75409, or such other location as designated by the City*, for the purpose of hearing any interested person speak for or against the inclusion of property in the proposed Zone, the creation of the Zone, its boundaries, or the concept of tax increment financing with respect to the creation of the Zone.

Section 2. At such time and place the City Council will hear testimony regarding the creation of the Zone and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council may consider the adoption of an ordinance authorizing the creation of the Zone.

Section 3. Attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved, which form may be updated to include the time and location for the meeting as designated by the City.

Section 4. 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 on or before December 30, 2020.

Section 5. Before the January 12, 2021 hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone financing plan.

Section 6. 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 8TH DAY OF DECEMBER 2020.

ATTEST:

_____
Carrie L. Land, City Secretary

APPROVED:

_____
Nate Pike, Mayor

EXHIBIT A

Metes and Bounds for the Zone

BEING that certain tract of land situated in the J. Boyle Survey, Abstract Number 105, the J. Kincade Survey, Abstract Number 509, and the W. Rattan Survey, Abstract Number 752, Collin County, Texas, being all of tract 1 to MM Anna 325, LLC recorded in Instrument Number 20190411000386110 and a part of a tract of land 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 1/2 inch iron rod found for the most southerly southwest corner of said tract of land to MM Anna 325, LLC being in the north line of that tract of land described by deed to CADG Hurricane Creek, LLC recorded in Instrument Number 201505290000631020 of said O.P.R.C.C.T.

THENCE N 00° 42' 12" W, 287.34 feet with the common line of said CADG Tract and said MM Anna 325 Tract to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 89° 17' 48" E, 110.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 00° 42' 12" W, 31.43 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 302.23 feet, through a central angle of 32° 59' 01", having a radius of 525.00 feet and a long chord which bears N 15° 47' 19" E, 298.07 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 32° 16' 49" E, 45.65 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 7.44 feet, through a central angle of 00° 30' 48", having a radius of 830.00 feet and a long chord which bears N 57° 58' 35" W, 7.44 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 57° 43' 11" W, 162.85 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 32° 16' 49" W, 605.16 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

THENCE S 88° 18' 50" W, 111.81 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set in the north line of said CADG Tract;

THENCE departing said north line over and across said tract of land to MM Anna 325, LLC the following bearings and distances:

N 45° 08' 58" W, 366.07 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 520.46 feet, through a central angle of 22° 45' 50", having a radius of 1,309.97 feet, and a long chord which bears N 40° 23' 55" E, 517.04 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 60° 58' 59" W, 120.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 923.42 feet, through a central angle of 44° 14' 19", having a radius of 1,195.97 feet, and a long chord which bears S 51° 15' 12" W, 900.66 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 16° 30' 37" E, 120.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 27.21 feet, through a central angle of 01° 11' 24", having a radius of 1,310.00 feet, and a long chord which bears S 74° 05' 05" W, 27.21 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 31° 32' 06" W, 43.31 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 12° 15' 52" E, 4.77 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set in the north line of said CADG Tract;

THENCE S 89° 05' 29" W, 95.27 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

THENCE departing said north line over and across said tract of land to MM Anna 325, LLC the following bearings and distances:

N 56° 03' 28" W, 23.94 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 81° 23' 55" W, 27.22 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 08° 00' 22" W, 120.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 147.41 feet, through a central angle of 07° 05' 51", having a radius of 1,190.00 feet, and a long chord which bears S 85° 32' 34" W, 147.31 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 89° 05' 29" W, 1,229.11 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 45° 54' 31" W, 42.43 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 00° 54' 31" W, 48.75 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 139.72 feet, through a central angle of 12° 07' 49", having a radius of 660.00 feet, and a long chord which bears N 05° 09' 24" E, 139.47 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 11° 13' 18" E, 45.96 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 101.09 feet, through a central angle of 07° 14' 23", having a radius of 800.00 feet, and a long chord which bears N 14° 50' 30" E, 101.02 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 20° 08' 12" E, 50.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 21° 08' 00" E, 138.53 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 304.73 feet, through a central angle of 27° 42' 51", having a radius of 630.00 feet, and a long chord which bears N 07° 16' 34" E, 301.77 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 83° 25' 09" E, 130.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 32.75 feet, through a central angle of 02° 28' 08", having a radius of 760.00 feet, and a long chord which bears N 07° 48' 55" W, 32.75 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 80° 57' 01" E, 50.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 20.00 feet, through a central angle of 01° 24' 53", having a radius of 810.00 feet, and a long chord which bears S 08° 20' 32" E, 20.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 83° 35' 40" E, 67.70 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 87° 46' 29" E, 478.85 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 01° 44' 03" E, 19.96 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 88° 15' 57" E, 50.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 01° 44' 03" W, 23.48 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 89° 15' 16" E, 160.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 84° 17' 59" E, 91.31 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 81° 01' 54" E, 57.85 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 258.41 feet, through a central angle of 22° 41' 49", having a radius of 652.34 feet, and a long chord which bears N 66° 04' 20" E, 256.73 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 57° 04' 08" E, 164.66 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 29° 16' 43" W, 12.47 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 20.42 feet, through a central angle of 00° 58' 31", having a radius of 1,200.00 feet, and a long chord which bears N 28° 29' 36" W, 20.42 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 61° 59' 39" E, 50.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 45.85 feet, through a central angle of 02° 17' 04", having a radius of 1,150.00 feet, and a long chord which bears S 29° 08' 53" E, 45.85 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 59° 43' 13" E, 120.15 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

With said curve to the left, having an arc distance of 434.08 feet, through a central angle of 24° 08' 48", having a radius of 1,030.00 feet, and a long chord which bears S 42° 21' 11" E, 430.88 feet and a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 54° 25' 35" E, 103.82 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 20° 34' 30" E, 10.35 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 20° 34' 30" E, 62.97 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 64° 44' 15" E, 16.45 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 63° 43' 20" E, 50.02 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 29.83 feet, through a central angle of 01° 46' 49", having a radius of 960.00 feet, and a long chord which bears S 64° 20' 42" E, 29.83 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 65° 14' 06" E, 70.17 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 69° 45' 54" E, 42.43 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 24° 45' 54" E, 22.77 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 65° 14' 06" E, 120.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 24° 45' 54" W, 23.65 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 19° 10' 53" E, 43.20 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 1.12 feet, through a central angle 00° 01' 53", having a radius of 2,040.02 feet, and a long chord which bears S 62° 41' 29" E, 1.12 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 95.34 feet, through a central angle of 05° 27' 46", having a radius of 1,000.00 feet, and a long chord which bears S 59° 56' 39" E, 95.31 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 24° 45' 54" E, 31.64 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 58° 13' 31" E, 50.38 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 24° 45' 54" W, 33.83 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 55° 20' 20" E, 104.47 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 57° 43' 11" E, 272.85 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 444.37 feet, through a central angle of 33° 03' 57", having a radius of 770.00 feet, and a long chord which bears S 74° 15' 09" E, 438.23 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 49.91 feet, through a central angle of 07° 37' 35", having a radius of 375.00 feet, and a long chord which bears N 07° 38' 20" E, 49.88 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 78° 32' 52" E, 50.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 37.57 feet, through a central angle of 06° 37' 24", having a radius of 325.00 feet, and a long chord which bears S 08° 08' 26" W, 37.55 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 71.20 through a central angle of 05° 17' 53", having a radius of 770.00 feet, and a long chord which bears N 82° 48' 59" E, 71.18 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 80° 10' 03" E, 330.53 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 56.36 feet, through a central angle of 03° 06' 19", having a radius of 1,040.00 feet, and a long chord which bears N 04° 30' 13" W, 56.36 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 87° 02' 56" E, 80.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 46.75 feet, through a central angle of 02° 47' 24", having a radius of 960.00 feet, and a long chord which bears S 04° 20' 46" E, 46.74 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

N 80° 10' 03" E, 38.26 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 09° 49' 57" E, 60.00 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 80° 10' 03" W, 40.67 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 84.77 feet, through a central angle of 05° 03' 35", having a radius of 960.00 feet, and a long chord which bears S 11° 51' 19" E, 84.75 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 14° 23' 07" E, 120.30 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the right;

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, and a long chord which bears S 08° 14' 28" E, 101.27 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set;

S 01° 59' 25" E, 283.25 feet to a 5/8-inch iron rod with cap stamped “PELOTON” set in the north line of a tract of land described in deed to One Anna Two, LTD recorded in Instrument Number 20070201000151600 of said O.P.R.C.C.T.;

THENCE S 89° 04' 42" W passing a 1/2 inch iron rod found at a distance of 80.01 feet for the northwest corner of said One Anna Two Tract continuing for a total distance of 1,264.39 feet to the POINT OF BEGINNING and containing 2,835,667 square feet or 65.098 acres of land more or less.

"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

EXHIBIT B

City of Anna City Council
Notice of Public Hearing
On Creation of Reinvestment Zone

THE ANNA CITY COUNCIL WILL HOLD A PUBLIC HEARING ON TUESDAY JANUARY 12, 2021 AT 6:30 P.M. AT SUE RATTAN ELEMENTARY SCHOOL, 1221 S FERGUSON PKWY, ANNA, TX 75409, ON THE CREATION OF A REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF ANNA AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, WHICH PROPOSED ZONE CONSISTS OF APPROXIMATELY 65.098 ACRES GENERALLY LOCATED WEST OF U.S. HIGHWAY 75 AND NORTH OF ROSEWAY STREET, WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY, AS MORE PARTICULARLY DESCRIBED BY A METES AND BOUNDS DESCRIPTION AVAILABLE AT ANNA CITY HALL AND AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE ZONE, THE CREATION OF THE REINVESTMENT ZONE, ITS BOUNDARIES, OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, ANNA CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE.

Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:

Consider/Discuss/Action on appointment of the Mayor Pro Tem and Deputy Mayor Pro Tem. (City Secretary Carrie Land)

SUMMARY:

Pursuant to the conditions provided for in the City Charter, SECTION 3.04 (b) and (c), it is required that the City Council appoint the positions of Mayor Pro Tem and Deputy Mayor Pro Tem, respectively, at the first regular meeting after an election of a new council member.

SECTION 3.04 Mayor, Mayor Pro-Tem and Deputy Mayor Pro-Tem

(b) The Mayor Pro-Tem is a Council Member elected by the City Council at the first regular meeting after each election of Council Members and/or Mayor. The Mayor Pro-Tem must act as Mayor during the disability or absence of the Mayor, and in this capacity has the rights conferred upon the Mayor.

(c) The Deputy Mayor Pro-Tem is a Council Member elected by the City Council at the first regular meeting after each election of Council Members and/or Mayor. The Deputy Mayor Pro-Tem must act as Mayor during the disability or absence of the Mayor and Mayor Pro-Tem, and in this capacity has the rights conferred upon the Mayor.

FINANCIAL IMPACT:

Not applicable

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends a motion be made to appoint the selected Council members to the positions of Mayor Pro Tem and Deputy Mayor Pro Tem, respectively.

Additionally, it is suggested that the Council will assign the seating arrangements for the dais once Council resumes meeting on the dais. No formal action is required to effectuate the seating plan, but a general consensus would be suggested.

ATTACHMENTS:

APPROVALS:

Carrie Land, City Secretary Created/Initiated - 11/30/2020

Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact: Terri Doby

AGENDA ITEM:
Consider/Discuss/Action on an Ordinance Amending the FY2020 - 2021 Budget to add three firefighters. (City Manager Jim Proce)

SUMMARY:
It is recommended that the City Council approve an ordinance amending the FY2020 - 2021 Budget to add three firefighters.

The proposed budget amendment includes funding for the following purposes:

The Anna Fire Department received notification from FEMA on October 28, 2020 that no funding was awarded from the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program. During the FY2021 budget process, funding for three Firefighter positions was budgeted in the Grants Fund as the required match for this program. As no funds are to be awarded, this amendment eliminates the transfer from the General Fund to the Grant Fund for the grant match, adds additional funding to the payroll line items in the Fire Department, and authorizes the Fire Department to add three additional full-time equivalent (FTEs) Firefighter positions.

FINANCIAL IMPACT:
Amend the FY2021 Adopted Budget

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

STAFF RECOMMENDATION:
Approve Ordinance Amending the FY2020 - 2021 Budget to add three additional Firefighter positions.

ATTACHMENTS:

1. Dec 8 Budget Amendment Ordinance
2. Dec 8 Budget Amendment Exhibit

APPROVALS:

Jim Proce, City Manager Created/Initiated - 12/4/2020

CITY OF ANNA

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 875-2020 ADOPTING THE BUDGET FOR THE 2020-2021 FISCAL YEAR; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, on September 8, 2020, the City Council of the City of Anna, Texas ("City Council"), after a duly noticed public hearing as required under Texas Local Gov't Code §102.106, and in accordance with applicable provisions of the City of Anna, Texas Home-Rule Charter ("Charter"), adopted a budget of all municipal appropriations and expenditures for the 2020-2021 fiscal year; and

WHEREAS, the City is authorized to make this budget amendment by majority vote of the City Council under Section 7.09 of the Charter;

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

SECTION 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council with respect to the budget amendments described herein.

SECTION 2. The City Council of the City officially finds, determines, and declares that the City of Anna 2020-2021 fiscal year budget is hereby amended with respect to its General Fund (10) as set forth in the original budget adopted under Ordinance No. 875-2020 by replacing the information regarding said funds with the information relating to said funds set forth in the attached Exhibit A, incorporated herein for all purposes.

SECTION 4. Upon adoption and execution of this ordinance, the City Secretary is directed to attach same and its exhibits to the original City of Anna 2020-2021 fiscal year budget in all places where said budget is filed as of public record or posted for public inspection.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this ordinance would have been enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including

this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

PASSED, APPROVED, AND ADOPTED on first and final reading on this 8th day of December, 2020.

ATTESTED:	APPROVED:
_____	_____
City Secretary, Carrie Smith	Mayor, Nate Pike

CITY OF ANNA
DETAIL OF RECOMMENDED FY2020-21 BUDGET AMENDMENTS

GENERAL FUND

Expense:

Account	Dept	Account Title	Budget	Change	Revised Budget
10-400-9800	Administration	Transfers Out	$ 609,246	$ (176,467)	$ 432,779
10-543-6101	Fire	Salaries	$ 1,086,432	$ 122,410	$ 1,208,842
10-543-6114	Fire	Payroll Taxes-City Part FICA	$ 87,584	$ 9,100	$ 96,684
10-543-6121	Fire	Health Insurance	$ 158,832	$ 22,335	$ 181,167
10-543-6125	Fire	TMRS Retirement	$ 162,809	$ 17,012	$ 179,821
10-543-6127	Fire	Worker's Compensation	$ 42,296	$ 5,610	$ 47,906

Justification:
Add 3 Firefighters to replace SAFER grant

Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact: Joey Grisham

AGENDA ITEM:
Consider/Discuss/Action on Fourth Amendment to Villages of Hurricane Creek Subdivision Improvement Agreement. (Director of Economic Development Joey Grisham)

SUMMARY:
This item involves an amended Subdivision Improvement Agreement (SIA) with Centurion American for the Village of Hurricane Creek development. It includes amendments and additional language related to the planned Amphitheatre, updated fire station site, and other items.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

Goal 2: Anna – Great Place to Live

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. 4th Amendment to VHC with exhibits

APPROVALS:
Carrie Land, City Secretary Created/Initiated - 12/4/2020

FOURTH AMENDMENT TO VILLAGES OF HURRICANE CREEK SUBDIVISION IMPROVEMENT AGREEMENT

This Fourth Amendment to the Villages of Hurricane Creek Subdivision Improvement Agreement (this "Fourth Amendment") is entered into between the CITY OF ANNA, TEXAS, (the "City"), and CADG Hurricane Creek, LLC, a Texas limited liability company ("Developer"):

RECITALS

WHEREAS, this Fourth Amendment amends that certain First Amended and Restated Villages of Hurricane Creek Subdivision Improvement Agreement entered into between the City and the Developer effective as of August 28, 2018 and recorded under Instrument No. 20181002001230020 in the real property records of Collin County, Texas (the "First Amendment"), as amended by that certain Second Amended Villages of Hurricane Creek Subdivision Improvement Agreement between the City and the Developer effective as of November 13, 2018 and recorded under Instrument No. 20181214001522280 in the real property records of Collin County, Texas (the "Second Amendment"), and as amended by that certain Third Amended Villages of Hurricane Creek Subdivision Improvement Agreement between the City and the Developer effective as of _____ (the "Third Amendment"); and

WHEREAS, the First Amendment, Second Amendment, and Third Amendment are only modified as expressly set forth in this Fourth Amendment and the First Amendment, Second Amendment, and Third Amendment otherwise remain in full force and effect; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the Developer agree as follows:

1. **The First Amendment, Second Amendment, and Third Amendment Remain in Full Force and Effect.** The City and Developer acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the First Amendment, Second Amendment, and Third Amendment remain in full force and effect.

2. **Specific provisions contained in the First Amendment shall be amended as follows:**

Amendment to Article I "Recitals". The City and the Developer agree that a certain whereas clause in Article I of the First Amendment shown below is hereby amended:

WHEREAS, Developer owns approximately 368.2 acres of real property located wholly within the corporate limits of the City, and which property is described by metes and bounds and depicted on **Exhibit A** ("Property") upon which the Parties have agreed that Developer shall fully develop ~~654~~ 883 residential lots; and

Amendment to Article II "Definitions" The City and the Developer agree that a certain definition in Article II of the First Amendment shown below is hereby amended:

~~Collector "C" Roadway Improvements mean the improvements to Collector "C" as described and depicted in further detail in **Exhibit D-3** and in accordance with design/construction plans to be approved by the City.~~

Amphitheater means the improvements required under this agreement to be constructed by the Developer and owned and maintained by the City of Anna that shall include amenities consisting of but not limited to an elevated grass field and a performance stage of a minimum 200 square foot. An Amphitheatre shall be constructed with the last phase of the development and dedicated to the city after completion. The site of the Amphitheater shall be in general conformance as set forth in Exhibit R.

Neighborhood Trails means a system of neighborhood hike and bike trails funded and constructed by the Developer and maintained by the ~~HOA~~ City. The funding and construction cost borne by the Developer is subject to reimbursement with funds collected through the Park development fund fee.~~as~~ ~~s~~Said trails are described and depicted in further detail in Exhibit G and in accordance with design/construction plans to be approved by the City.

Amendment to Section 5.3(a)(2) and (3) of Article V "Additional Obligations". The City and the Developer agree that Section 5.3(a)(2) and (3) of Article V of the First Amendment shown below is hereby amended as follows:

(2) Prior to recording a final plat in the Land Recordings with the Collin County Clerk's Office for the second (2nd) phase of the Development, but not later than March 31, 2023, Developer shall complete in a good and workmanlike manner construction of Phase 2 of the Collector"B" Roadway Improvements ~~and Phase I of the onsite portion of Collector "C" Roadway Improvements~~ as shown in **Exhibit D-2** ~~and **Exhibit D-3**~~; and

(3) Prior to recording a final plat in the Land Recordings with the Collin County Clerk's Office for the fourth (4th) phase of the Development, but not later than March 31, 2027, Developer shall complete in a good and workmanlike manner construction of ~~Phase 2 of the Collector"C" Roadway Improvements, and~~ the Collector "D" Roadway Improvements as shown in ~~**Exhibit D-3** and~~ **Exhibit D-4**; and

Amendment to Section 5.4 of Article V "Additional Obligations". The City and the Developer agree that Section 5.4 of Article V of the First Amendment shown below is hereby amended as follows:

5.4 Amenity Center. Within one year ~~of the recording of a final plat in the Land Recordings with the Collin County Clerk's Office for the first (1st) phase of the Development~~ of the acceptance by the City of all of the Public Improvements for Phase 1B of the Development, as shown on Exhibit I, Developer shall complete construction on the Amenity Center. At a minimum, the primary building of the Amenity Center shall be required to be at least four thousand square feet. Amenities shall consist of at least (i) a swimming pool, (ii) a sports court, (iii) a tennis court, (iv) a fitness room consisting of weight training equipment and cardiovascular exercise equipment, (v) a kitchen, (vi) a meeting area, and (vii) restrooms as set forth in Exhibit C.

Amendment to Section 5.5 of Article V "Additional Obligations". The City and the Developer agree that Section 5.5 of Article V of the First Amendment shown below is hereby amended as follows:

5.5 Neighborhood Trails. Developer is responsible for funding and construction of the Neighborhood Trails. Neighborhood Trails shall be constructed as required or necessary for each phase of the Development in accordance with the trail constructed as required or necessary for each phase of the Development in accordance with the trail construction and development plan depicted in **Exhibit G**. The City Manager may, at his sole discretion, approve alterations to the construction phasing schedule of Neighborhood Trails if requested by the Developer. Developer shall execute and deliver to the City a permanent easement or permanent easements in a form acceptable to the City granting public access to the trails depicted in **Exhibit G-1** that are not located on land identified in **Exhibit O** (Parkland Sites); provided, however that Developer must execute a permanent easement or permanent easements in a form acceptable to the City granting public access to the trails depicted in **Exhibit G-1** that are located on land identified in **Exhibit O** (Parkland Sites) to the extent that the Parkland Sites are not dedicated to and accepted by the City.

Amendment to Section 5.8 of Article V "Additional Obligations". The City and the Developer agree that Section 5.8 of Article V of the First Amendment shown below is hereby amended as follows:

5.8 Parkland Dedication. Within thirty (30) days of the City providing the Developer with written notice requesting dedication, Developer shall donate by irrevocable deed of dedication in fee simple for public use, the form and content of which shall be approved by the City, certain tracts of land identified in **Exhibit O** to the City of Anna, which dedication may be conveyed in separate parts upon different requests from the City. Prior to dedication to the City, developer shall not encumber said tracts or any portions thereof and shall furnish documentation acceptable to the City verifying that said tracts are free of all liens and other encumbrances that could cloud the fee simple title being granted to the City. The City agrees that such dedication shall satisfy the park land dedication requirement outline in the City of Anna Code of Ordinances, Article 9.02 (Subdivision Regulations), Section 9.02.135 (Park land and public facility dedication).~~Anna City Code, Part III-A ("Subdivision Regulations"), Article 4, Section 5.03(a) for the development of Property.~~

Amendment to Article V "Additional Obligations": add new Section 5.11. The City and the Developer agree to add Section 5.11 to Article V of the First Amendment as shown below:

5.11 Anna ISD Land Dedication. Within 30 days of recording the final plat of the last phase of development in the Land Recordings with the Collin County Clerk's Office, Developer shall, at no cost to the City and/or Anna Independent School District (ISD), donate to the Anna ISD by irrevocable deed of dedication in fee simple title for public use, the form and content of which shall be approved by the City, a certain tract of land identified in **Exhibit Q**. Prior to this dedication to the ISD, Developer shall not encumber said tract or any portion thereof and shall furnish documentation acceptable to the City verifying that said tract is free of all liens and other encumbrances that could cloud the fee simple title to the property upon said dedication.

Amendment to Article V "Additional Obligations": add new Section 5.12. The City and the Developer agree to add Section 5.12 to Article V of the First Amendment as shown below:

5.12 Residential Building Material Standards.

(a) Masonry content.

(1) 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 for SF-84 lots and 60% for SF-72, SF-60, and SF-Z lots.

(2) 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.

(3) 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.

(b) Front Doors. All doors on the font facade of a residence shall be constructed of wood, iron, glass, and/or architectural fiberglass.

(c) Driveways. Front entry driveways on SF-72 & SF-84 lots must incorporate at least one of the following enhanced decorative paving techniques:

(1) Earth tone colored stained concrete;

(2) Stamped/patterned concrete;

(3) Brick, stone, or concrete pavers;

(4) Salt-finished concrete;

(5) Washed aggregate.

(d) Roofing. 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.

(e) Accessory Buildings. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.

Amendment to Section 14.10 of Article XIV "Additional Provisions". The City and the Developer agree that Section 14.10 of Article XIV of the First Amendment is hereby amended to include two additional Exhibits as follows, which are attached hereto:

Exhibit Q Anna ISD Site

Exhibit R Amphitheater Site

Amendments to Exhibit B, C, D-2, D-3, D-4, G, G-1, H-1, I, N, and O.

The Exhibits B, C, D-2, D-3, D-4, G, G-1, H-1, I, N, and O are hereby replaced with the corresponding attached revised exhibits.

3. The City represents and warrants that this Fourth Amendment has been duly adopted by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act), and that the individual executing this Fourth Amendment on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Fourth Amendment has been approved by the appropriate action of the Developer, and that the individuals executing this Fourth Amendment on behalf of the Developer have been duly authorized to do so.

4. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON December 8, 2020:

CITY OF ANNA

By: _____
Name: Nate Pike
Title: Mayor
Date: _____

APPROVED AS TO FORM

_____
Name: Clark McCoy
Title: City Attorney

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the __ day of _____, 2020 by Nate Pike, Mayor of the City of Anna, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

DEVELOPER:

CADG Hurricane Creek, LLC,
a Texas limited liability company

By: CADG Holdings, LLC,
a Texas limited liability company
Its: Member

By: MMM Ventures, LLC,
a Texas limited liability company
Its: Manager

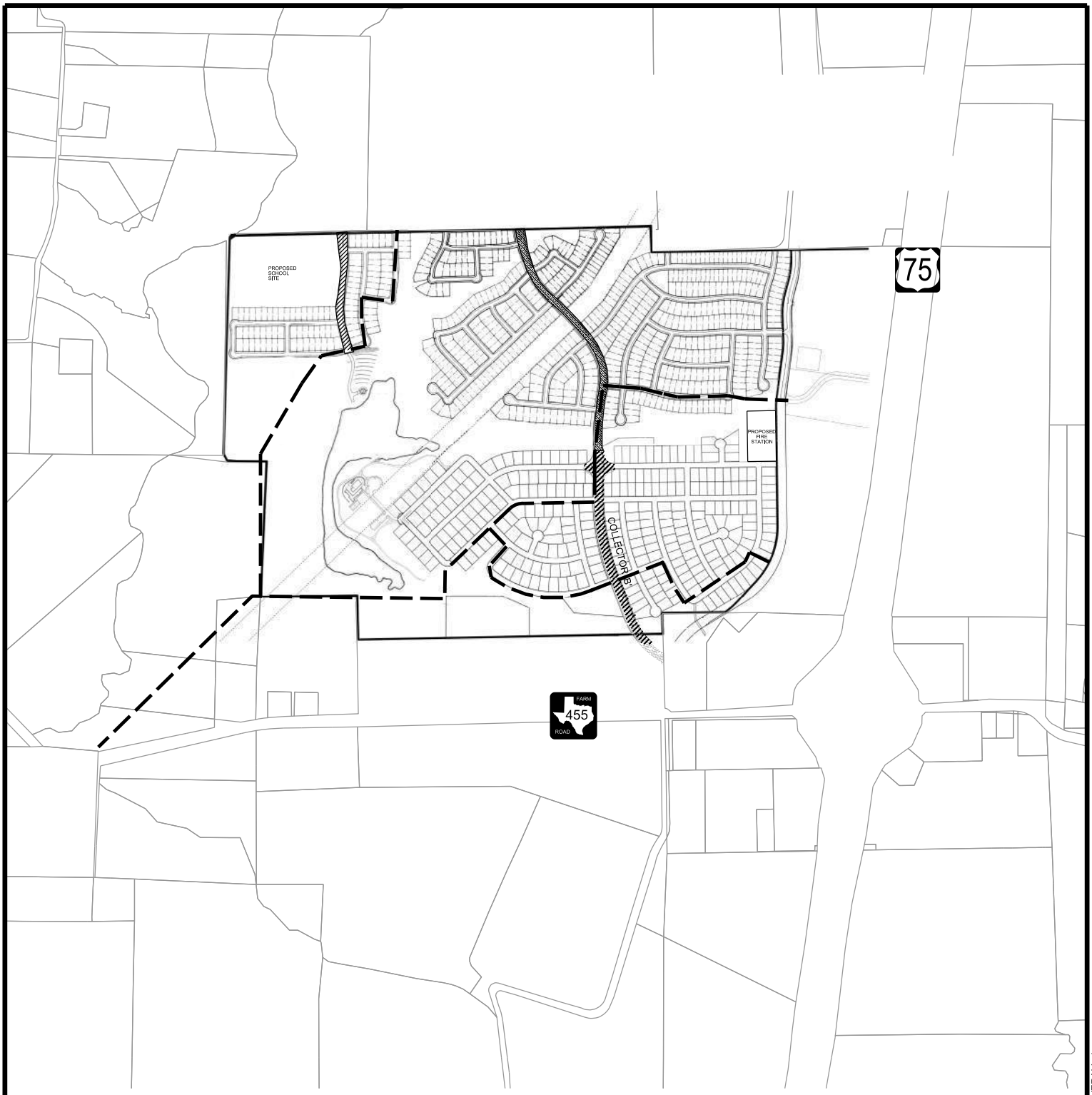
By: 2M Ventures, LLC,
a Delaware limited liability company
Its: Manager

By:_____
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2020 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, a Delaware limited liability company, as Manager of MMM Ventures, LLC, a Texas limited liability company, as Manager of CADG Holdings, LLC, a Texas limited liability company, as Member of CADG Hurricane Creek, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas



PROPOSED SEWER — —

PROPOSED ROADS

EXHIBIT B - OVERALL MAP

PELOTON LAND SOLUTIONS

10875 JOHN W. ELLIOTT DR. STE. 400 | FRISCO, TX 75033 | 469-213-1800

VILLAGES OF HURRICANE CREEK

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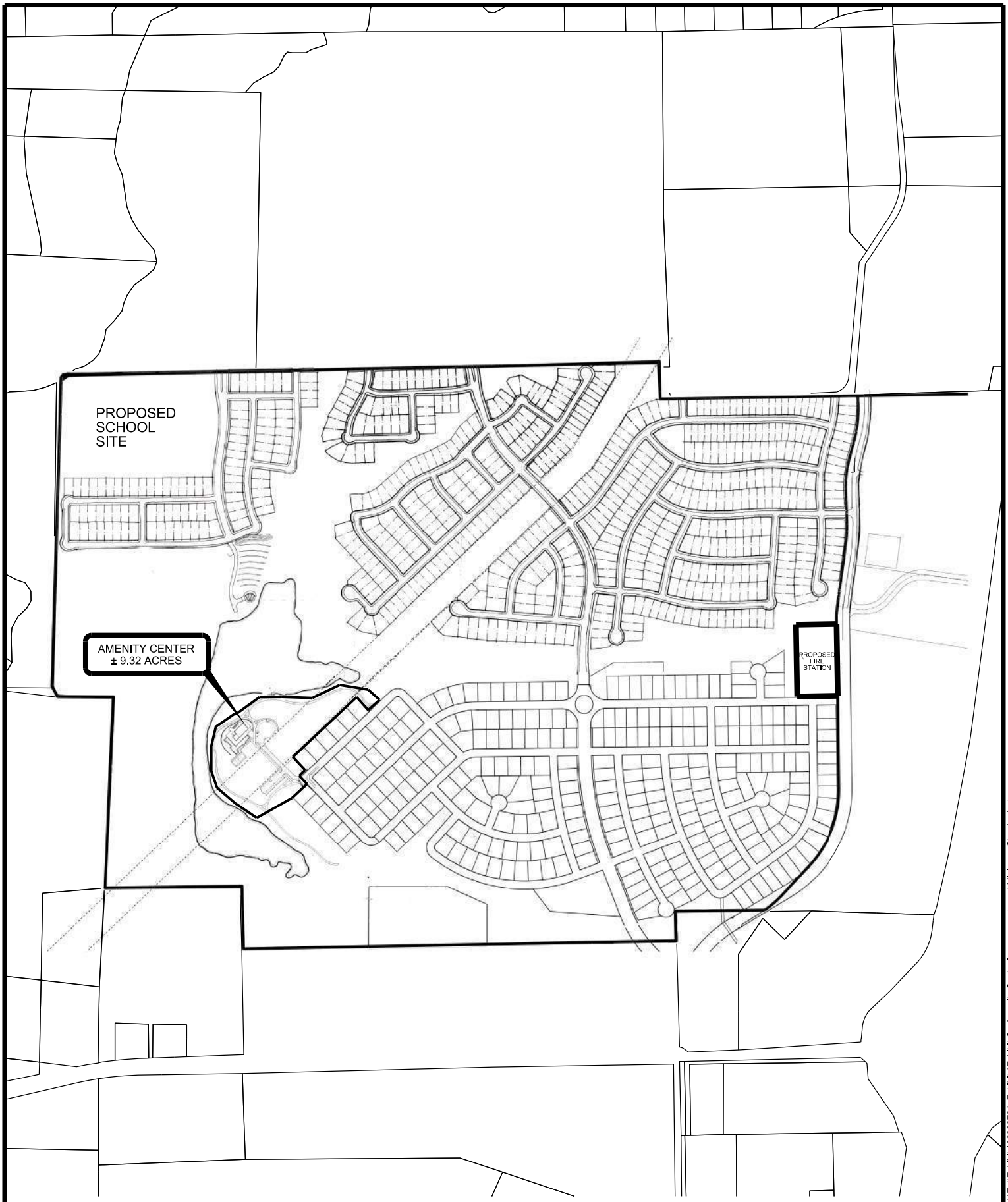

EXHIBIT C - AMENITY CENTER IMPROVEMENTS
AND MINIMUM STANDARDS

VILLAGES OF HURRICANE CREEK

PELOTON
LAND SOLUTIONS

10875 JOHN W. ELLIOTT DR. STE. 400 | FRISCO, TX 75033 | 469-213-1800

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GRAPHIC SCALE IN FEET

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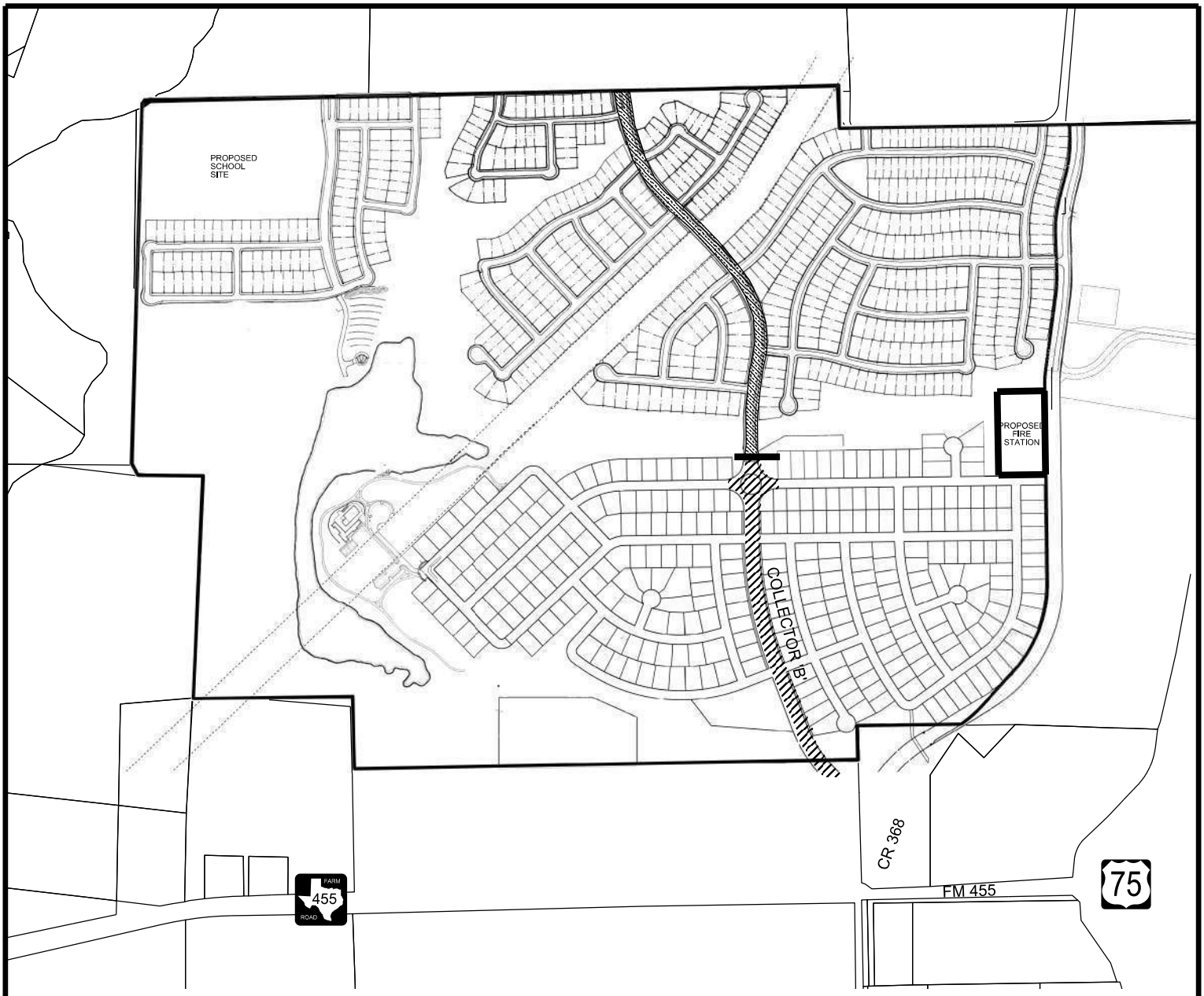

THE COLLECTOR "B" ROADWAY IMPROVEMENTS SHALL INCLUDE THE FOLLOWING:

1) CONSTRUCTION OF THE COLLECTOR "B"ROADWAY AS DEPICTED SHALL BE:
A. PHASE 1 WILL CONSIST OF AN 80 FOOT WIDE RIGHT OF WAY DEDICATED TO THE CITY AND INCLUDE THE CONSTRUCTION OF 4 CONCRETE LANES (2 @ 25 FOOT BACK-TO-BACK SECTION) WITH A DIVIDED RAISED MEDIAN;
B. PHASE 2 WILL CONSIST OF A 60 FOOT WIDE RIGHT OF WAY DEDICATED TO THE CITY AND INCLUDE THE CONSTRUCTION OF 3 CONCRETE LANES IN A 37 FOOT BACK-TO-BACK SECTION

2) PERIMETER SIDEWALKS SHALL BE CONSTRUCTED ADJACENT TO COLLECTOR "B".

3) STREET LIGHTING WITHIN ALL RAISED MEDIANS SHALL BE PROVIDED AS PART OF THE REQUIRED ROADWAY IMPROVEMENTS. ELECTRIC SERVICE LINES FOR STREET LIGHTS SHALL BE LOCATED UNDERGROUND.

	STREET	PAVEMENT	ROW	LENGTH	PHASE
	COLLECTOR B	2 @ 25' B-B	80'	1780 LF	1
	COLLECTOR B	37' B-B	60'	2187 LF	2
	TOTAL			4967 LF	

EXHIBIT D2 - COLLECTOR "B" ROADWAY IMPROVEMENTS

PELOTON LAND SOLUTIONS
10875 JOHN W. ELLIOTT DR. STE. 400 | FRISCO, TX 75033 | 469-213-1800

VILLAGES OF HURRICANE CREEK

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GRAPHIC SCALE IN FEET

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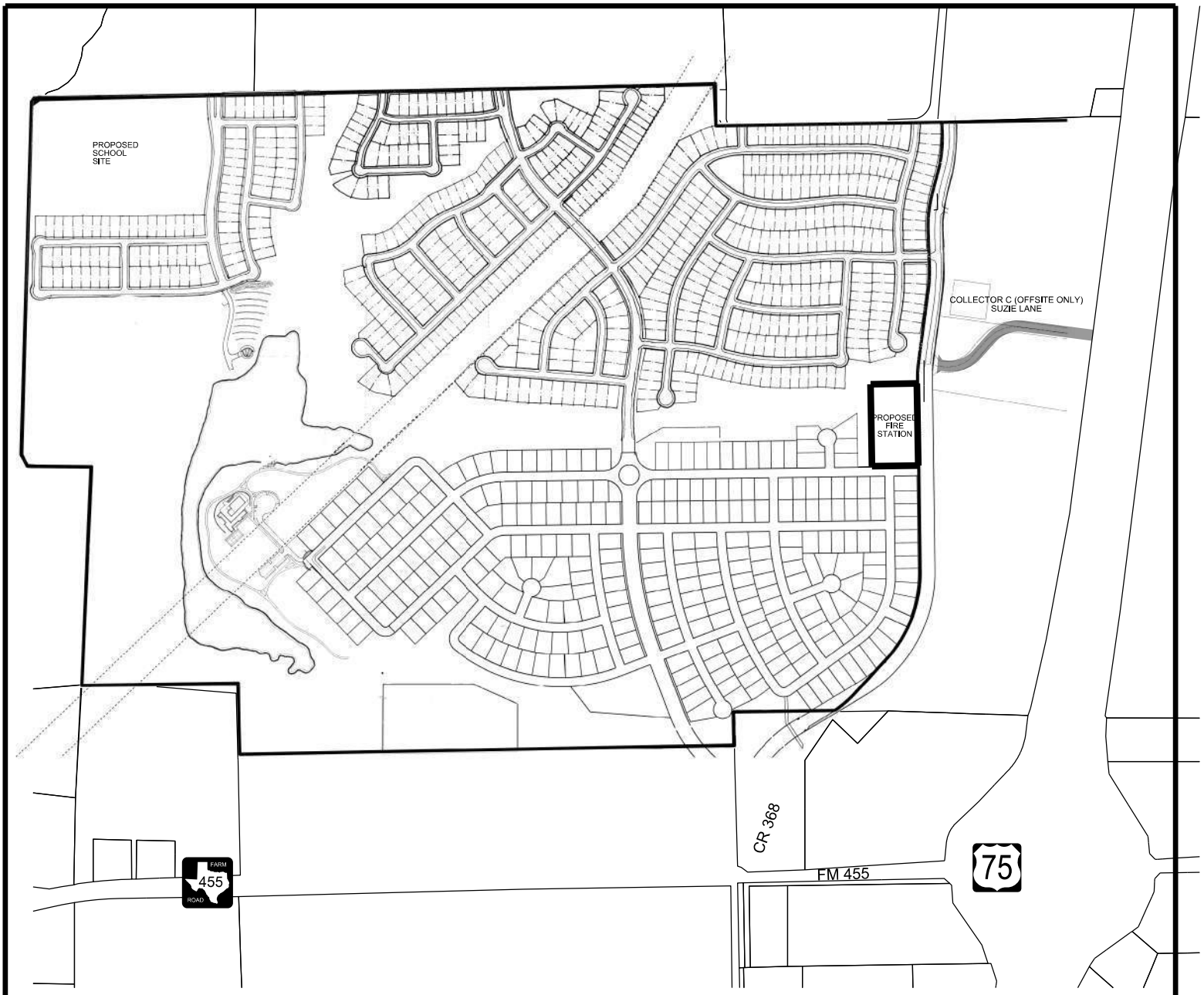

THE COLLECTOR "C" ROADWAY IMPROVEMENTS SHALL INCLUDE THE FOLLOWING:

1) CONSTRUCTION OF THE COLLECTOR "C" ROADWAY AS DEPICTED WHICH SHALL BE LOCATED IN AN 60 FOOT WIDE RIGHT-OF-WAY DEDICATED TO THE CITY, AND WHICH SHALL INCLUDE THE CONSTRUCTION OF A 37 FOOT WIDE (B-B) CONCRETE STREET.

EXHIBIT D3 - COLLECTOR "C" ROADWAY IMPROVEMENTS

PELOTON
LAND SOLUTIONS
10875 JOHN W. ELLIOTT DR. STE. 400 | FRISCO, TX 75033 | 469-213-1800

VILLAGES OF HURRICANE CREEK

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GRAPHIC SCALE IN FEET

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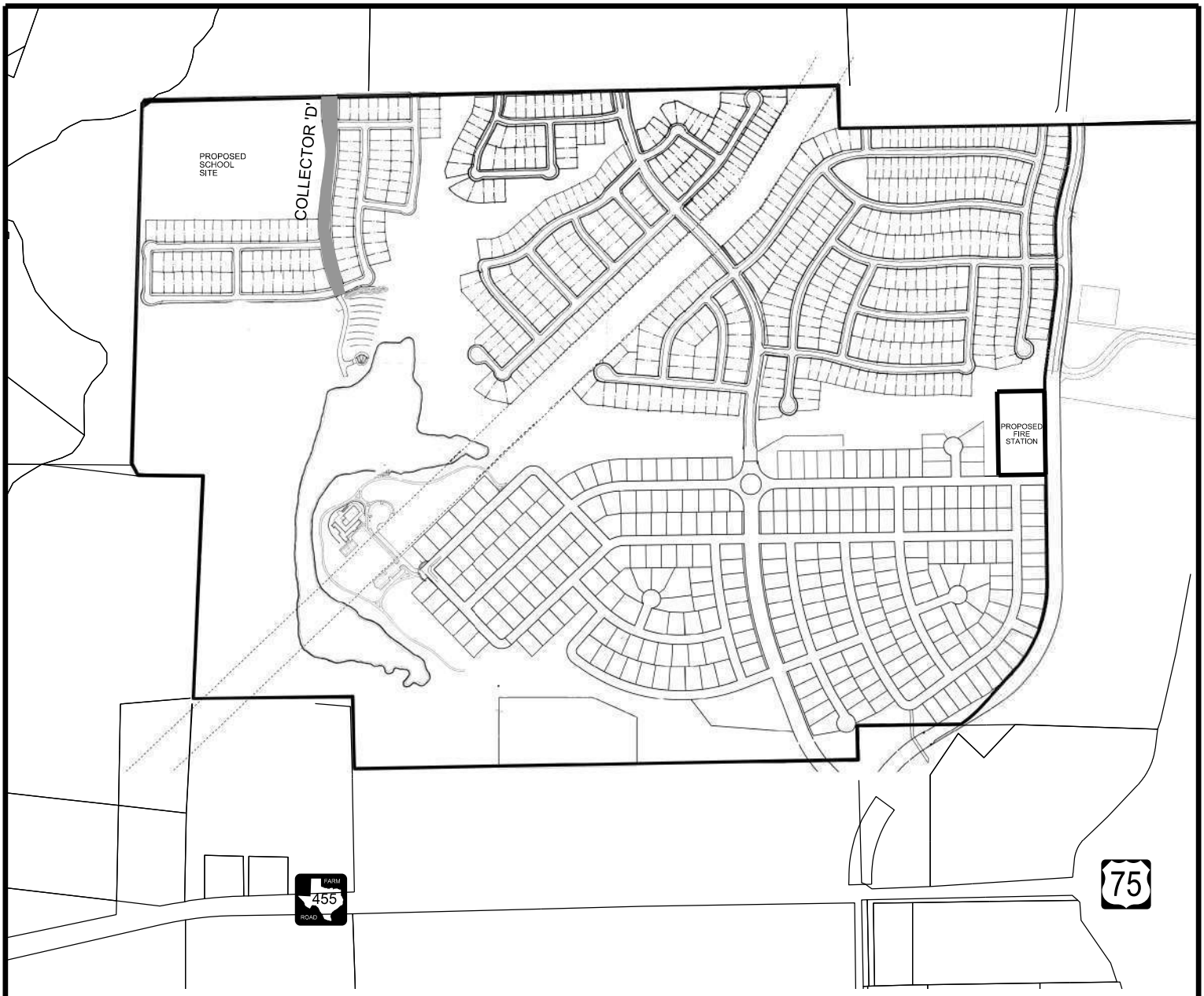

THE COLLECTOR "D" ROADWAY IMPROVEMENTS SHALL INCLUDE THE FOLLOWING:

1) CONSTRUCTION OF THE COLLECTOR "D" ROADWAY AS DEPICTED WHICH SHALL BE LOCATED IN AN 60 FOOT WIDE RIGHT-OF-WAY DEDICATED TO THE CITY, AND WHICH SHALL INCLUDE THE CONSTRUCTION OF A 37 FOOT WIDE (B-B) CONCRETE STREET.

STREET	PAVEMENT	ROW	LENGTH
COLLECTOR D	1 @ 37' B-B	60'	1175 LF

EXHIBIT D4 - COLLECTOR "D" ROADWAY IMPROVEMENTS

PELOTON LAND SOLUTIONS
10875 JOHN W. ELLIOTT DR. STE. 400 | FRISCO, TX 75033 | 469-213-1800

VILLAGES OF HURRICANE CREEK

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GRAPHIC SCALE IN FEET

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THE NEIGHBORHOOD TRAILS SHALL INCLUDE AN 8 FOOT WIDE CONCRETE HIKE AND BIKE TRAIL ALONG THE APPROXIMATE ROUTE DEPICTED.

THE FINAL LOCATION AND ALIGNMENT OF THE NEIGHBORHOOD TRAILS SHALL BE SUBJECT TO APPROVAL BY THE CITY. THE DESIGN AND CONSTRUCTION OF THE NEIGHBORHOOD TRAILS SHALL CONFORM TO THE MOST CURRENT CITY REGULATIONS.

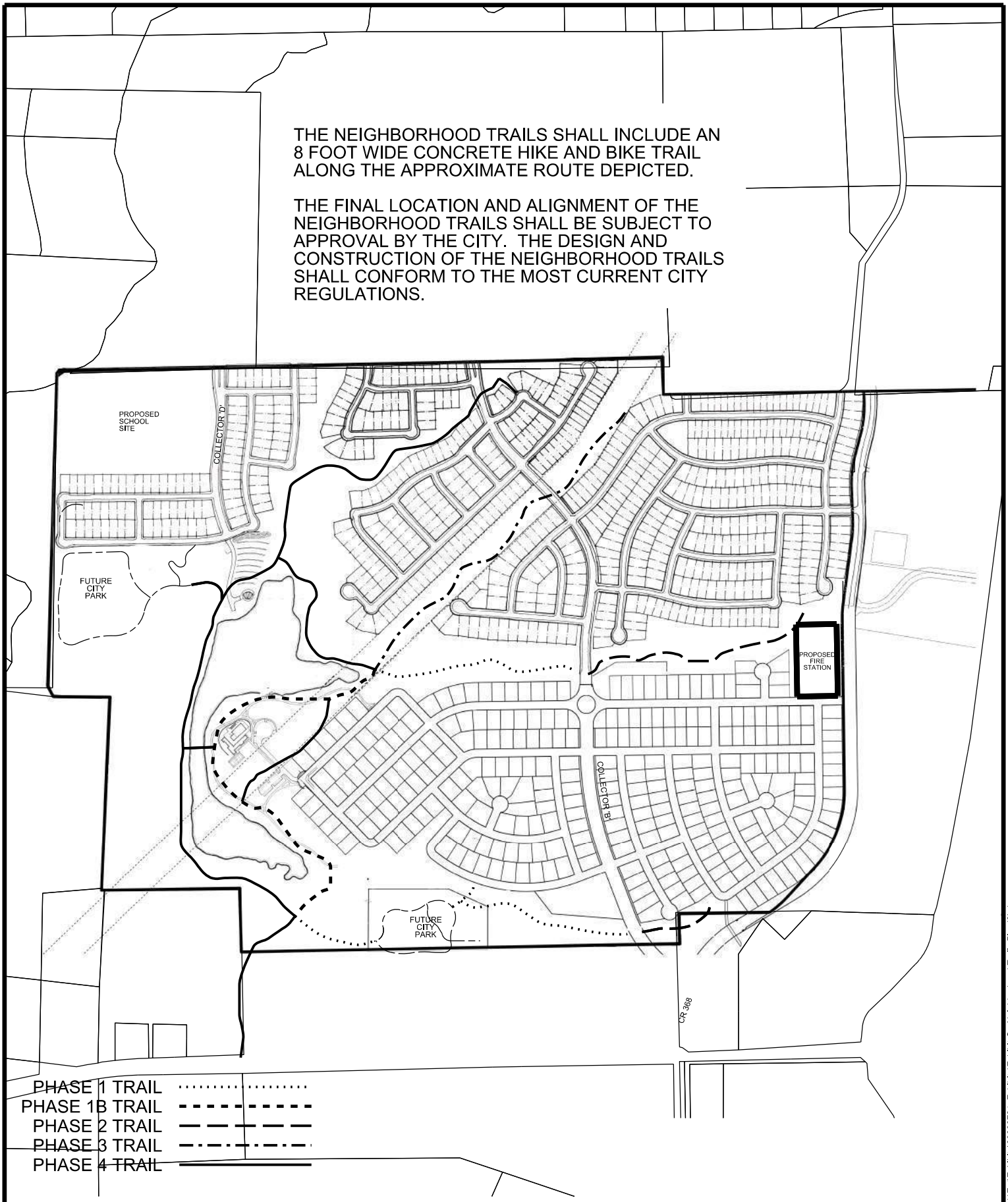

EXHIBIT G - NEIGHBORHOOD TRAILS PLAN

VILLAGES OF HURRICANE CREEK

PELOTON LAND SOLUTIONS

10875 JOHN W. ELLIOTT DR. STE. 400 | FRISCO, TX 75033 | 469-213-1800

J:\Job\CEN13023_Hurricane Creek\Ent\Exhibits\20200731_Exhibits\Exhibit G - Neighborhood Trails Plan(2).dgn

THE FINAL LOCATION AND ALIGNMENT OF THE NEIGHBORHOOD TRAILS SHALL BE SUBJECT TO APPROVAL BY THE CITY. THE DESIGN AND CONSTRUCTION OF THE NEIGHBORHOOD TRAILS SHALL CONFORM TO THE MOST CURRENT CITY REGULATIONS.

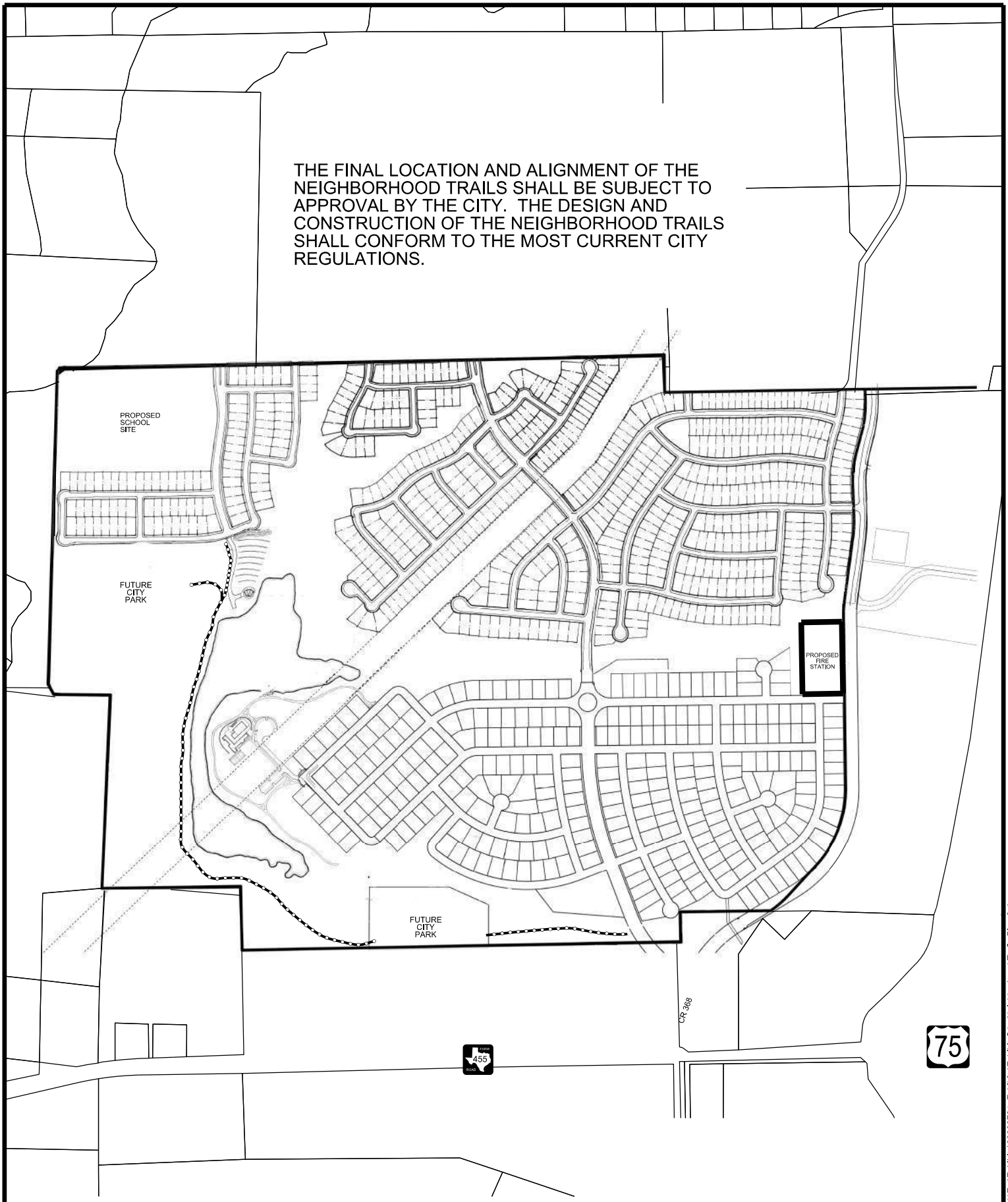

EXHIBIT G1 - PUBLIC TRAILS PLAN

VILLAGES OF HURRICANE CREEK

N

PELOTON LAND SOLUTIONS

10875 JOHN W. ELLIOTT DR. STE. 400 | FRISCO, TX 75033 | 469-213-1800

J:\Jobs\CEN13023_Hurricane Creek\Ent\Exhibits\20200731_Exhibits\Exhibit G1 - Neighborhood Trails Plan 2.dgn

THE FINAL LOCATION AND ALIGNMENT OF THE OVERSIZED SANITARY SEWER FACILITIES SHALL BE SUBJECT TO APPROVAL BY THE CITY. THE DESIGN AND CONSTRUCTION OF THE OVERSIZED SANITARY SEWER FACILITIES SHALL CONFORM TO THE MOST CURRENT CITY REGULATIONS.

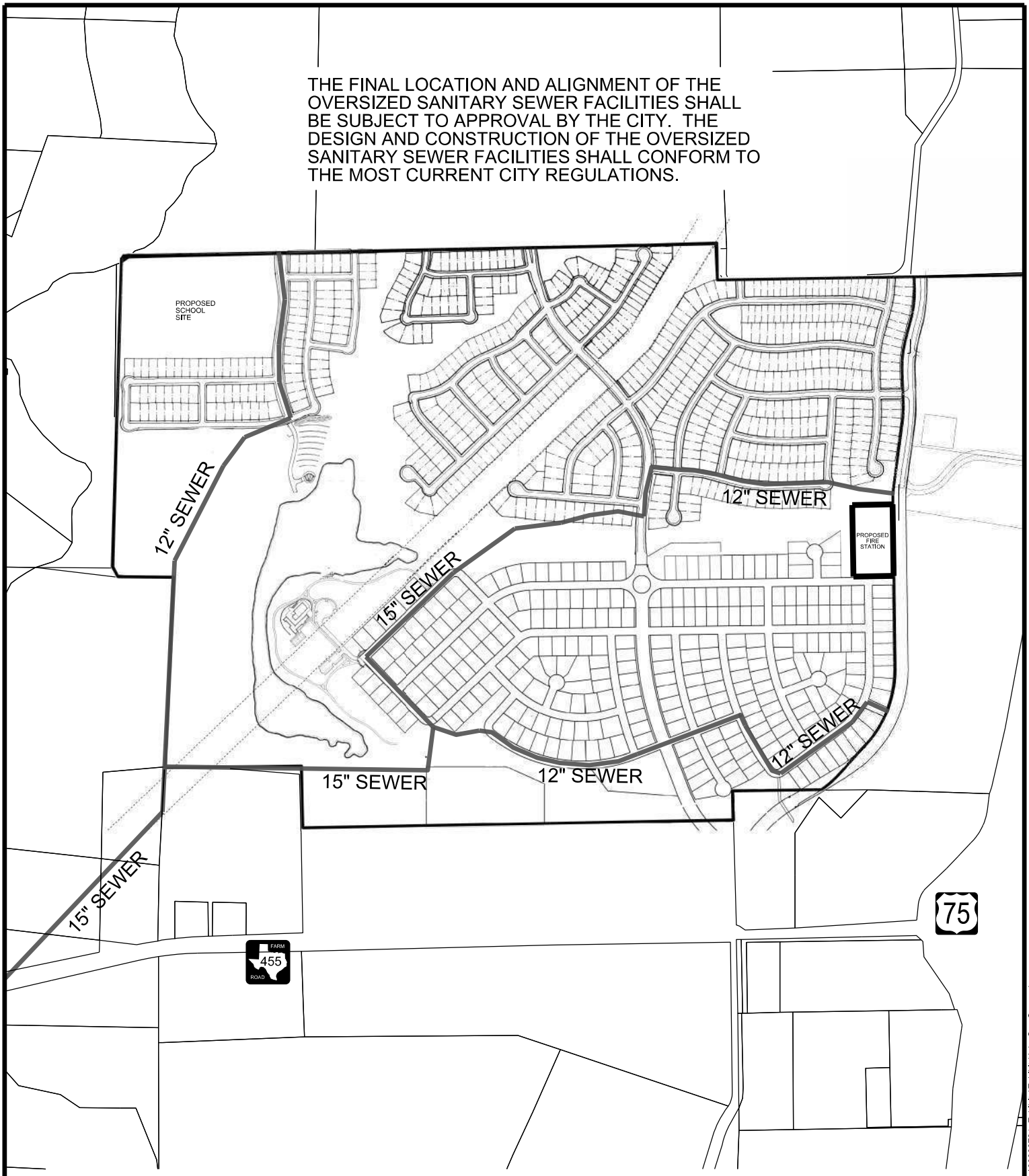

EXHIBIT H-1 - OVERSIZED SANITARY SEWER FACILITIES

PELOTON LAND SOLUTIONS

10875 JOHN W. ELLIOTT DR. STE. 400 | FRISCO, TX 75033 | 469-213-1800

VILLAGES OF HURRICANE CREEK

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GRAPHIC SCALE IN FEET

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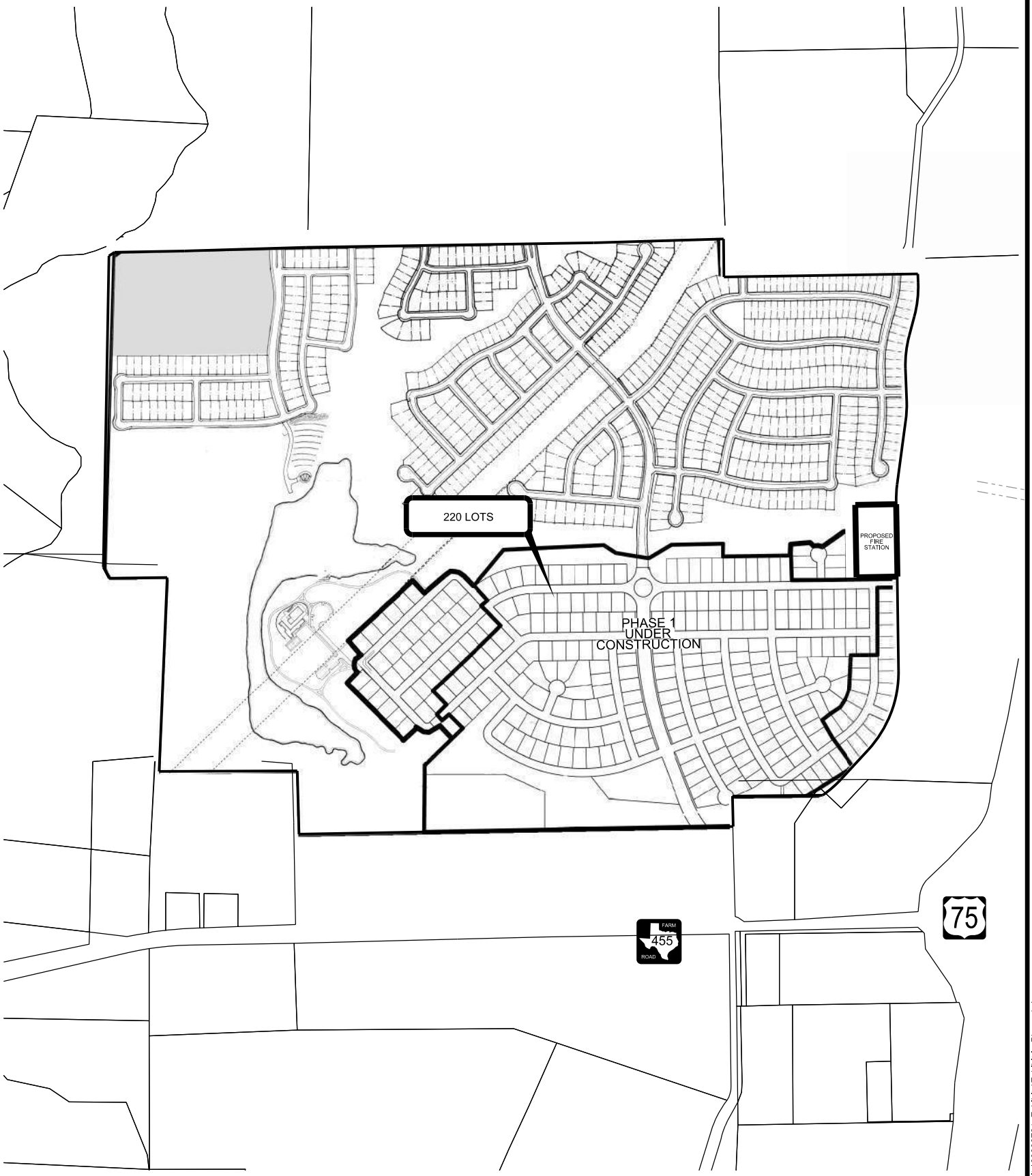

EXHIBIT I - PHASE 1 DEVELOPMENT PLAN

VILLAGES OF HURRICANE CREEK

PELOTON LAND SOLUTIONS

10875 JOHN W. ELLIOTT DR. STE. 400 | FRISCO, TX 75033 | 469-213-1800

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GRAPHIC SCALE IN FEET

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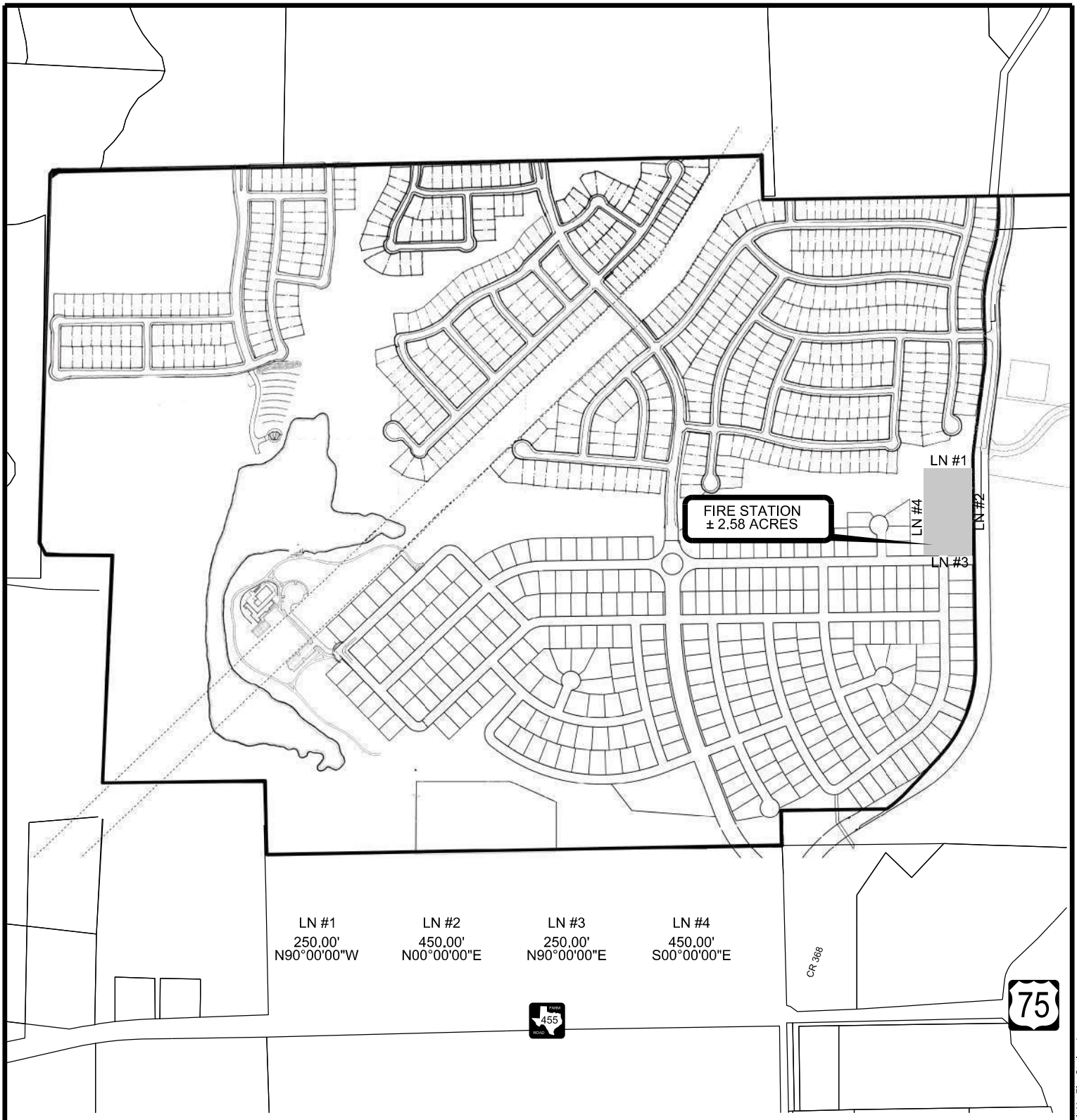

EXHIBIT N - FIRE STATION

VILLAGES OF HURRICANE CREEK

PELOTON LAND SOLUTIONS

10875 JOHN W. ELLIOTT DR. STE. 400 | FRISCO, TX 75033 | 469-213-1800

J:\Job\CEN13023_Hurricane Creek\Ent\Exhibits\20200731_Exhibits\Exhibit N - Fire Station.dgn

EXHIBIT O - PARKLAND SITE DEDICATION

VILLAGES OF HURRICANE CREEK

PELOTON
LAND SOLUTIONS

10875 JOHN W. ELLIOTT DR. STE. 400 | FRISCO, TX 75033 | 469-213-1800

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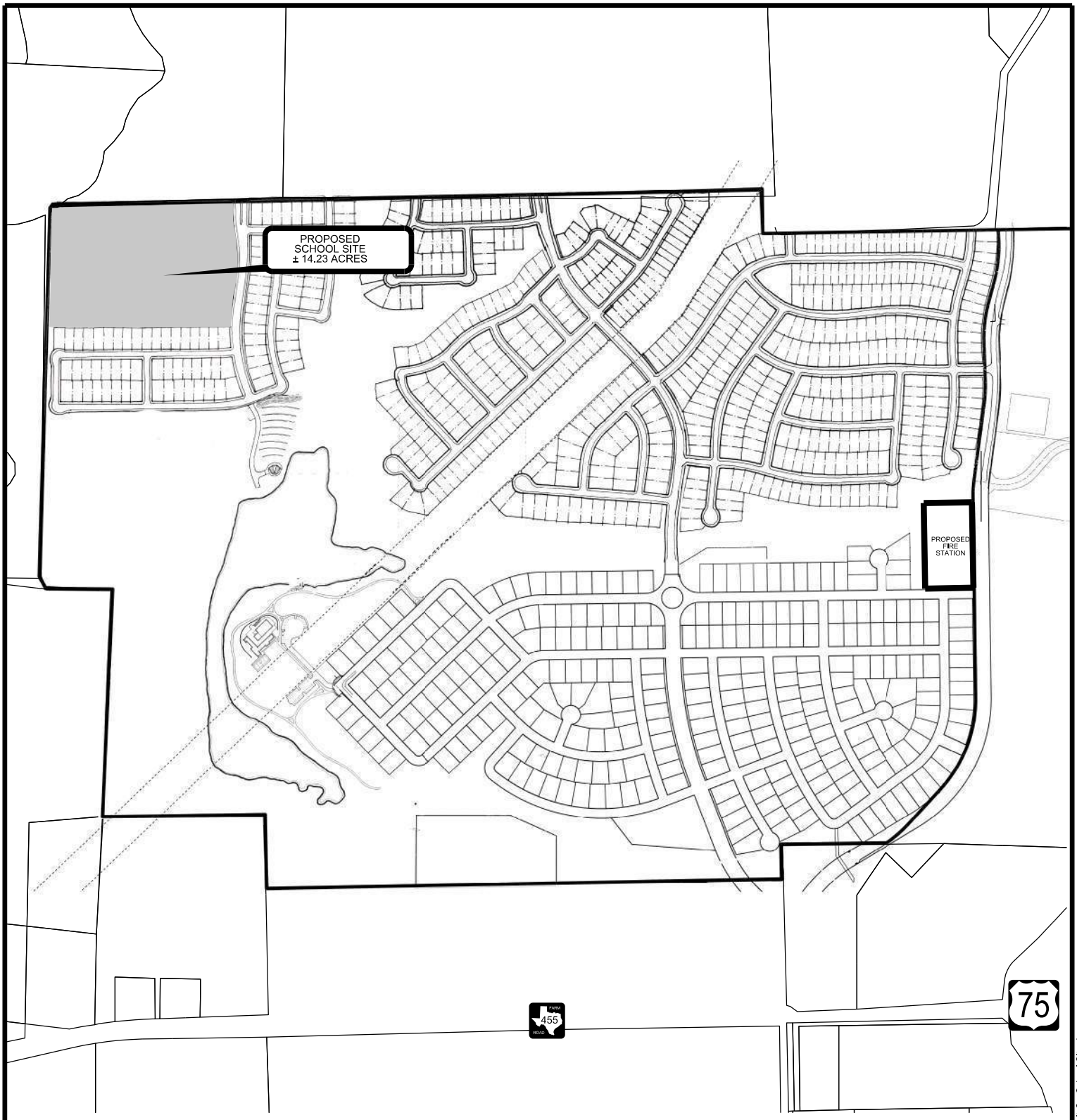

EXHIBIT Q - SCHOOL SITE

VILLAGES OF HURRICANE CREEK

PELOTON
LAND SOLUTIONS

10875 JOHN W. ELLIOTT DR. STE. 400 | FRISCO, TX 75033 | 469-213-1800

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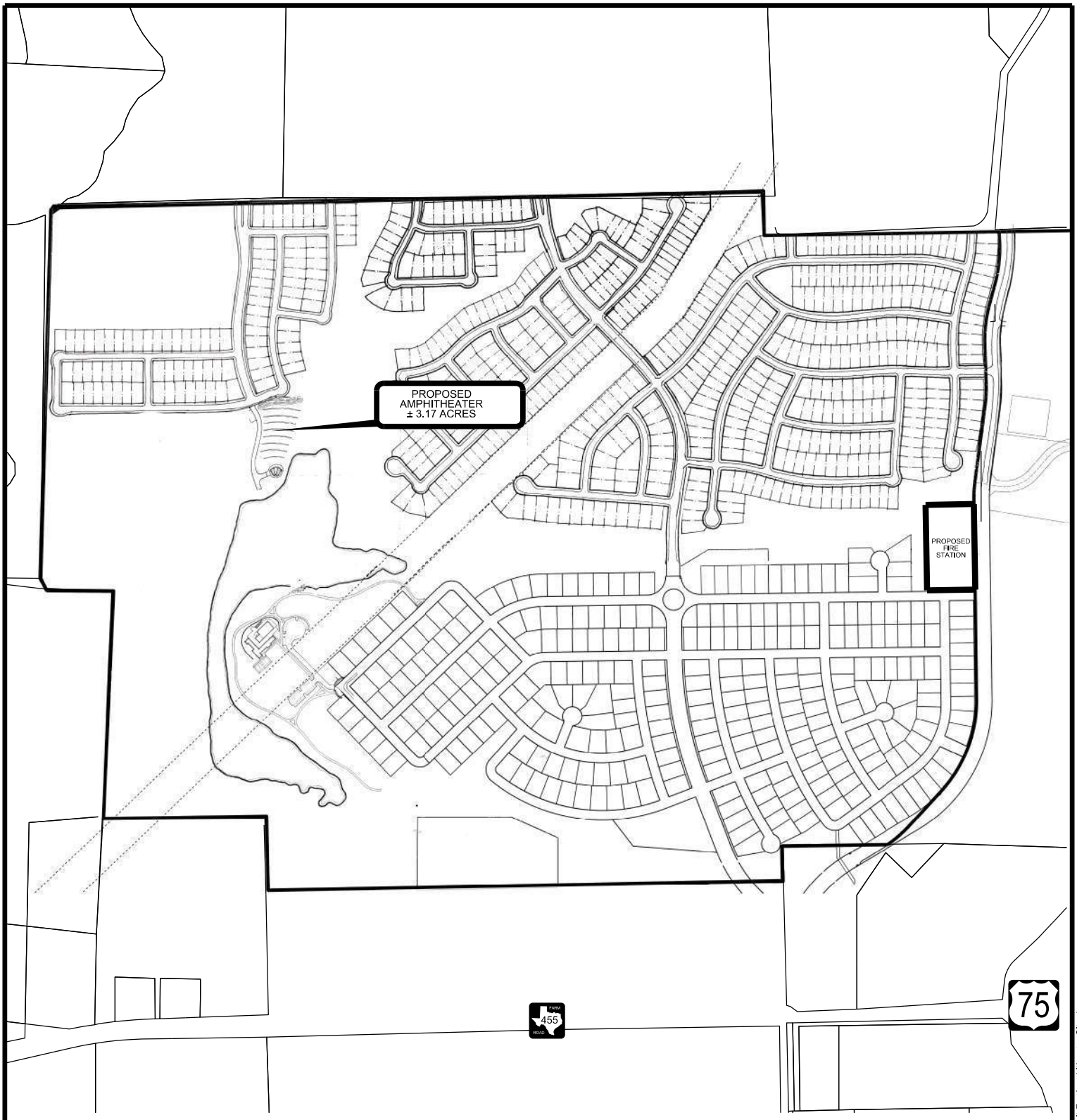

EXHIBIT R - AMPHITHEATER SITE

VILLAGES OF HURRICANE CREEK

PELOTON
LAND SOLUTIONS

10875 JOHN W. ELLIOTT DR. STE. 400 | FRISCO, TX 75033 | 469-213-1800

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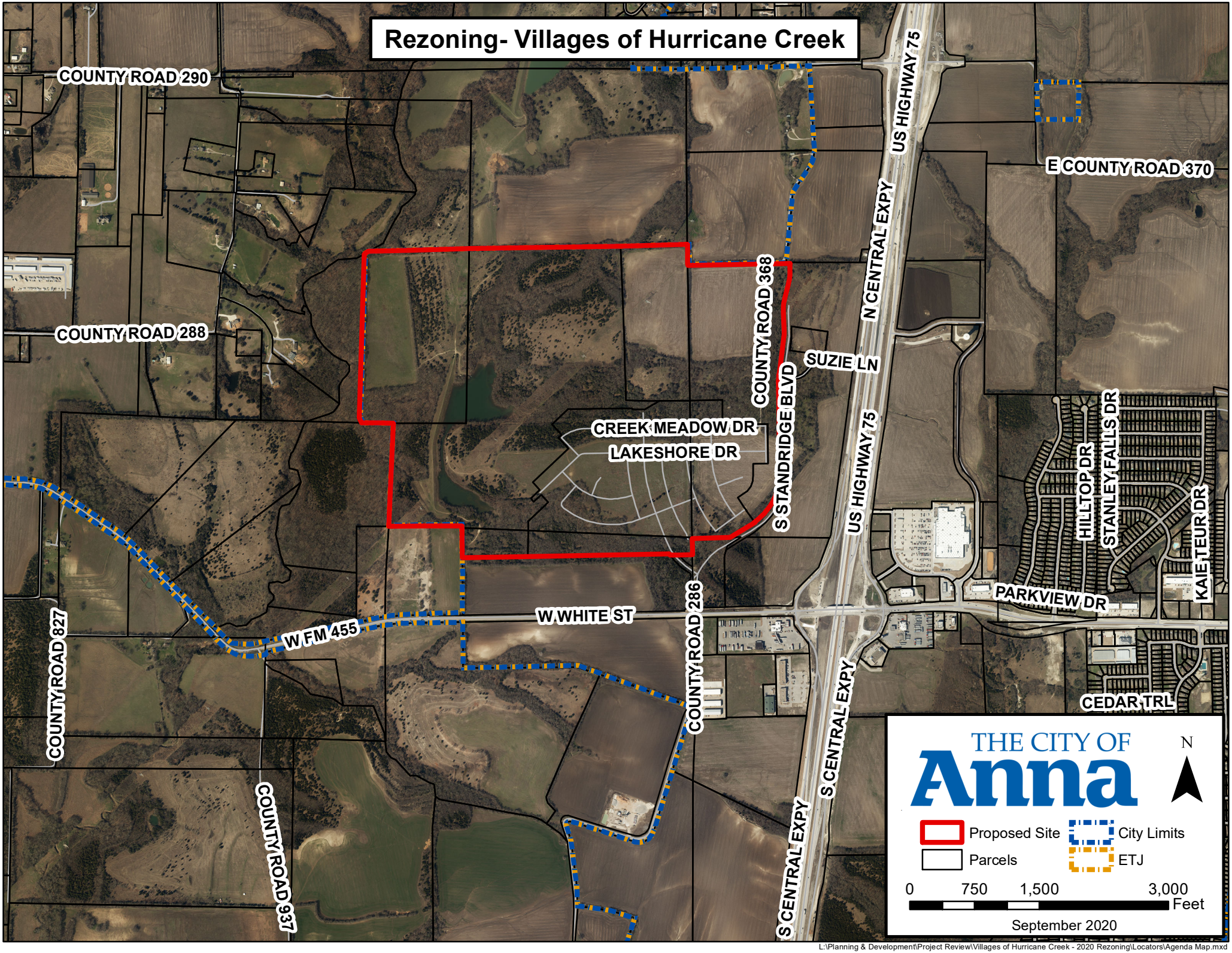


L:\Planning & Development\Project Review\Villages of Hurricane Creek - 2020 Rezoning\Locators\Agenda Map.mxd

CITY OF ANNA

Planning & Zoning Commission

November 2, 2020

Amend Zoning: The Villages of Hurricane Creek

Applicant: Marc Paquette

DESCRIPTION:

Request to rezone 370± acres located on the west side of future Standridge Boulevard, 662± feet north of West White Street (FM 455) from 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). This item was tabled at the October 5, 2020 Planning & Zoning Commission meeting at the request of the applicant.

REMARKS:

The applicant is requesting to amend the existing zoning to modify the locations and development standards associated with the allowed land uses granted under the existing zoning.

The subject property is primarily undeveloped with Phase 1 under construction. A concept plan, The Villages of Hurricane Creek, accompanies this request as Exhibit A.

History

The Villages of Hurricane Creek contains portions of the former Elliot Bradley tract and William Weaver tract, annexed into the city limits in 2001 and 2003 respectively. The zoning concurrent with annexation was SF-60 for both tracts (Ord. No. 2001-18 and Ord. No. 55-2003).

The current zoning of this property was adopted in 2015 in order to create one master planned development. The preliminary plat was approved on June 23, 2015 and reinstated after expiring on August 28, 2018. The final plat for Phase 1 was approved May 12, 2020. The preliminary plat was recently revised, September 8, 2020, to realign the roads with the Villages of Hurricane Creek – North (formerly known as the Sherley Tract). This preliminary plat shows 651 single-family dwelling, detached lots. 30.68± acres of proposed park land dedication and 2.4± acres of proposed fire station dedication. The base zoning for all lot types within this development is SF-84 and the following table provides a summary of the lot regulations adopted.

	70' x 120' (365)	**80' x 120' (185)**	**90' x 120' (55)**	**100' x 150' (49)**
Lot Size	8,400 SF	9,600 SF	10,800 SF	15,000 SF
Lot Width	70 ft	80 ft	90 ft	100 ft
Lot Depth	120 ft	120 ft	120 ft	150 ft

	70’ x 120’ (365)	80’ x 120’ (185)	90’ x 120’ (55)	100’ x 150’ (49)
Lot Coverage	50%	50%	50%	50%
Building Size	2,000 SF	2,000 SF	2,000 SF	2,000 SF
Front Yard	20 ft	20 ft	20 ft	20 ft
Rear Yard	15 ft	15 ft	15 ft	15 ft
Side Yard, Interior	5 ft	5 ft	5 ft	5 ft
Side Yard, Corner Lot, Street Side	15 ft	15 ft	15 ft	15 ft

The developer, Centurion American, presented a new overall concept plan for the Villages of Hurricane Creek and the Villages of Hurricane Creek-North at the December 10, 2019 City Council meeting. This new illustrative plan depicted an overall development with smaller lots outside of the Phase 1 limits than approved in the current zoning, though the focus of the presentation was on an additional parcel for multiple-family and commercial uses. The zoning for multiple-family and general commercial was approved June 9, 2020 (Ord. No. 860-2020).

Surrounding Land Uses and Zoning

North	Vacant land in the ETJ. Recently approved Development Agreement for the Villages of Hurricane Creek – North.
East	Medical Offices and vacant land zoned Planned Development-General Commercial-846-2020.
South	Vacant land zoned Planned Development-Restricted Commercial/Multiple-Family High-Density-2-134-2004 and Restricted Commercial.
West	Vacant land in the ETJ.

Proposed Planned Development Stipulations

The proposed lot dimensions for 881 lots are shown in the following table. The lots within Phase 1 & 1B (297 lots) meet the adopted 2015 zoning and are not proposed to be modified.

Phase 1 & 1B	SF-84 (179)	SF-84 (104)	SF-84 (14)
Lot Size	8,400 SF	9,600 SF	10,800 SF
Lot Width	70 ft	80 ft	90 ft
Lot Depth	120 ft	120 ft	120 ft
Lot Coverage	55%	55%	55%
Building Size	1,800 SF	1,800 SF	1,800 SF
Front Yard	25 ft	25 ft	25 ft
Rear Yard	10 ft	10 ft	10 ft
Side Yard, Interior	5 ft	5 ft	5 ft
Side Yard, Corner Lot, Street Side	10 ft	10 ft	10 ft

The remaining lots (586 lots) meet the general standards and layout that were presented to Council in December 2019 and shown again as part of the zoning for multiple-family and general commercial last June.

Remaining Lots	SF-72 (44)	SF-60 (456)	SF-Z (86)
Lot Size	7,200 SF	5,000 SF	4,000 SF
Lot Width	60 ft	50 ft	40 ft
Lot Depth	110 ft	100 ft	100 ft
Lot Coverage	55%	55%	85%
Building Size	1,800 SF	1,600 SF	1,200 SF
Front Yard	25 ft	25 ft	20 ft
Rear Yard	10 ft	10 ft	10 ft
Side Yard, Interior	5 ft	5 ft	0/5 ft
Side Yard, Corner Lot, Street Side	10 ft	10 ft	10 ft

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.

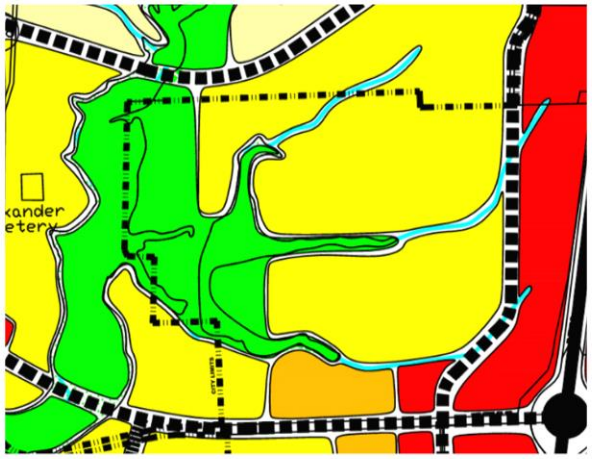
City of Anna Goals for 2024

a. 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.

Future Land Use Plan – The Future Land Use Plan designates this property as Single-Family (yellow) and Parks (green).



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.

Parks are land devoted to active or passive recreation, or preservation of open

space, natural beauty, or environmentally sensitive lands. Locally significant park and pedestrian/open space opportunities exist in Anna. Additional recreational development with a better distribution into all areas of the City is needed.

ISSUES:

Location of Public Facilities

Fire Station: There have been several variations of development agreements, zoning, and concept plans for this tract of land. Under previous staff, a location for a new Fire Station was selected along Shady Brook Trail. Current staff believe that the best service to the community and U.S. Highway 75 corridor would be if the Fire Station is situated along Standridge Boulevard.

Public School Site: The current zoning, concept plan, and preliminary plat does not account for land dedication to the Anna Independent School District (ISD). Anna ISD has stated for an elementary school, a site should be no less than nine developable acres with 12 acres as a preferred size. As part of the zoning request the applicant is proposing to dedicate a proposed school site that is roughly 14.2 acres to be located along the south side of Rosamond Parkway as shown on the concept plan.

Smaller Lot Sizes

When lots widths are narrower, driveways shift closer together leaving less room for on-street parking. On-street parking has become one of the top concerns of some of Anna's existing residential neighborhoods. A few methods to relieve this issue would be to maintain a 25-foot front yard setback, propose J swing driveways that allow for additional driveway storage, disperse HOA lots with off-street parking throughout the neighborhood, and/or design subdivisions so that parks, drainage and detention easements (i.e.. floodplain), and large utility easements, are bounded by streets which would allow sections of streets to be built to collector widths to ensure access, accommodate on-street parking, and to prevent traffic congestion. Narrow lot design only exacerbates on-street parking issues when the design of the neighborhood does not utilize these methods.

The current zoning restricts the lot size of single-family dwelling, detached lots to a minimum of 8,400 square feet. The proposed zoning would allow for smaller lot sizes outside of Phase 1 and 1B and would increase the total number of single-family lots from 654 to 883 which is an increase of an additional 229 single-family dwelling units. Below is a Land Use Summary comparing the existing zoning as shown to the Planning and Zoning Commission (September 2014) and City Council (June 2015) with the proposed zoning.

LAND USE SUMMARY (PD-689-2015) - EXISTING				
USE	**ACREAGE +/-**	**SF LOTS**	**SF DENSITY (UNITS/ACRE)**	**PERCENTAGE**
SINGLE FAMILY RESIDENTIAL 'PD-689-2015' – 50% MAXIMUM LOT COVERAGE				
70' x 120' LOTS	84.07	365	4.34	51.4%
80' x 120' LOTS	45.32	185	4.08	27.7%
90' x 120' LOTS	14.61	55	3.76	8.9%
100' x 150' LOTS	19.70	49	2.49	12.0%
TOTAL	**163.7**	**654**	**4.00**	**44.5%**
OPEN SPACE	**148.7**			**40.4%**
FIRE STATION	**2.5**			**0.7%**
AMENITY CENTER	**2.0**			**0.5%**
R.O.W. DEDICATION	**51.3**			**13.9%**
TOTAL	**368.2**	**654**	**1.76 GROSS**	**100.0%**

LAND USE SUMMARY (Proposed Zoning) - PROPOSED				
USE	**ACREAGE +/-**	**SF LOTS**	**SF DENSITY (UNITS/ACRE)**	**PERCENTAGE**
SINGLE FAMILY RESIDENTIAL 'PD-XXX-2020				
SF-84 (MIN. 8,400 SQ FT)	69.0	297	4.3	18.7%
SF-72 (MIN. 7,200 SQ FT)	9.0	44	4.8	2.4%
SF-60 (MIN. 5,000 SQ FT)	70.3	456	6.5	19.1%
SF-Z (MIN. 4,000 SQ FT)	11.6	86	7.4	3.2%
TOTAL	**159.9**	**883**	**5.5**	**43.4%**
OPEN SPACE	**133.3**			**36.2%**
FIRE STATION	**2.2**			**0.6%**
AMENITY CENTER	**4.7**			**1.3%**
SCHOOL SITE	**14.2**			**3.9%**
R.O.W. DEDICATION	**53.9**			**14.6%**
TOTAL	**368.2**	**883**	**2.4 GROSS**	**100.0%**

SUMMARY:

Request to rezone 370± acres located on the west side of future Standridge Boulevard, 662± feet north of West White Street (FM 455) from Planned Development 689-2015 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).

Current planning staff has limited knowledge of what had been discussed or presented when the current zoning was adopted. The utilities and streets of Phase 1 are currently under construction in conformance with the existing zoning. The proposed land uses are in conformance with the current Comprehensive Plan but there are design elements to be considered during the platting process to accommodate smaller lot sizes. Current Fire and Planning staff believe that the most suitable location for a fire station would be along future Standridge Boulevard.

RECOMMENDATION:

Planning staff is neutral to the zoning request. Staff strongly recommends including a stipulation for relocating the fire station site from Shadybrook Trail to Standridge Boulevard.

Restrictions:

The permitted uses and standards for the Single Family Development shall be in accordance with the 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 and the City's Planning and Development Regulations unless specified or restricted herein. (Deletions are indicated in strikethrough text; additions are indicated in underlined text.)

The locations of the planned development zoning districts shall be in substantial conformance with the Concept Plan which may be amended from time to time with approval from the City's Planning & Zoning Commission and the City Council. Prior to any building permit being issued, a Preliminary Plat, Site Plan (amenity building/structures), and Final Plat shall be approved by the City Council.

ARTICLE 9.04 ZONING ORDINANCE

[…]

1. Sec. 9.04.034 *Supplementary district regulations*

[…]

(d) Waiver of strict compliance with masonry requirements. An existing or proposed use that includes or is proposed to include one or more buildings with exterior walls that are normally constructed with materials that are consistent with regionally or nationally recognized commercial brand architectural design shall not apply to the city council for a full or partial waiver of any masonry requirement that applies to such exterior walls. ~~The city council by ordinance may grant such a full or partial waiver if:~~

~~(1) The city council finds that the design will not negatively impact the surrounding properties; and~~

~~(2) The request is deemed by the city council to be appropriate and desirable for the overall design and direction of the city and not directly in conflict with the city's comprehensive zoning plan.~~

(e) Residential architectural standards.

[…]

(3) Garages. On front entry garages the face of a garage may not: (i) be extended more than ten feet beyond the remainder of the front elevation of the primary living area of a house; or (ii) only lots developed as SF-Z and SF-60 may be over 60% of the total frontage width of a house ~~except where~~ 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.

(4) 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.

(A) 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.)

(B) Balconies;

(C) Shutters;

(D) Bay windows;

(E) Masonry chimney(s);

(F) Double-entry door(s);

(G) Covered Entry(ies);

(H) ~~(B)~~ Horizontal banding continuing the length of the wall that faces a street, or other similar highly visible areas.

(I) ~~(C)~~ The use of both stone and brick on the front elevations with a minimum of ten percent coverage of one of the elements.

(J) ~~(D)~~ Front porch of at least ~~50~~ 40 square feet.

(K) ~~(E)~~ The installation of at least two (2) coach lights.

(L) ~~(F)~~ Other techniques for building articulation can be substituted if administratively approved by the administrative official.

(M) Divided light windows in front is an acceptable technique for building façade articulation.

(N) 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; or

v. Cast stone surround.

(O) Masonry stone or cast stone accents;

(P) Decorative window moulding or lintels;

(Q) Arched or circle tip windows;

(R) Attic window or dormer;

(S) Cedar or painted columns;

(T) Ornamental rooftop feature;

(U) Decorative gable feature;

(V) Patio courtyard;

(W) Parapet roof.

[…]

(8) All doors on the font facade of a residence shall be constructed of wood, iron, glass, and/or architectural fiberglass.

(9) Front entry driveways on SF-72 & SF-84 lots must incorporate at least one of the following enhanced decorative paving techniques:

(A) Earth tone colored stained concrete;

(B) Stamped/patterned concrete;

(C) Brick, stone, or concrete pavers;

(D) Salt-finished concrete;

(E) Washed aggregate

(10) All fences on a 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. 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.

[…]

2. APPENDIX 1. ZONING DISTRICT AREA REGULATIONS

	SF-84 (Phase 1 & 1B) **(70'x120') / (80'x120') / (90'x120')**	**SF-72**	**SF-60**	**SF-Z**
Maximum height (feet)	35	35	35	35
Side yard, interior (feet)	~~10~~ 5	~~c~~ 5	~~c~~ 5	~~a~~ 0/5
Side yard, corner lot, street side (feet)	15	~~15~~ 10	~~15~~ 10	~~15~~ 10
Rear yard (feet) (d)	~~25~~ 15	~~25~~ 10	~~25~~ 10	~~25~~ 10
Front yard (feet)	~~25~~ 20	~~25~~ 20	~~25~~ 20	20
Lot area (feet)	8,400 / 9,600 / 10,800	7,200	~~6,000~~ 5,000	~~4,500~~ 4,000
Min. lot width (feet)	70 / 80 / 90	60	50	40
Min. lot depth (feet) (e)	120	120	~~120~~ 100	100
Max. lot coverage (%)	~~35%~~ 50%	~~40%~~ 55%	~~45%~~ 55%	~~50%~~ 85%
Building size (square feet)	2000	1800	1600	1200
Masonry* (%)	80%	~~80%~~ 60%	~~80%~~ 60%	~~80%~~ 60%
Lot/Unit Count per Concept Plan	297	44	456	86
Maximum Lot/Unit Count (+5%)	312	46	478	90
Minimum Lot/Unit Count (-5%)	282	42	433	82

* Brick or rock veneer; see also section 9.04.034(e)(6).

**If there are conflicts between the Appendix 1 Area Regulations and City Regulations, Appendix 1 shall supersede.

~~(a) Zero one side with 10 feet separation between buildings~~

(b) 14 feet between ends of buildings

~~(c) 5 feet or 10% of the lot width, whichever is greater~~

(d) The required rear yard shall be open and unobstructed to the sky from a point 30 inches above the average elevation of the graded rear yard, except for accessory buildings as permitted herein. Eaves, covered porches, and roof extensions without structural support in the rear yard may extend into the rear yard a distance not to exceed four feet. Balconies shall not project into the required rear yard.

(e) Minimum lot depth may be reduced to 110' for SF-84 and SF-72 lots in cul-de-sacs and knuckles.

[…]

ARTICLE 9.06 LANDSCAPE REGULATIONS

[…]

3. Sec. 9.06.006 Minimum landscaping requirements

[…]

(d) Single-Family and duplex lots and subdivisions:

~~(1) For all single-family and duplex parcels, builders shall be required to plant two large trees (minimum of three-inch caliper and seven feet high at time of planting) per lot prior to obtaining a certificate of occupancy. At least one of the trees shall be located in the front yard. Existing quality trees of at least three-inch caliper size located on the lot shall count to meet this standard if appropriate tree protection measures have been followed.~~

(2) Requirements for single-family residential and duplex lots. Three-inch caliper trees selected from the large tree list in this article shall be planted on all single-family residential, ~~duplex, and~~ town home lots, and single-story quadplex buildings. ~~At least one of the trees must be placed in the front yard of the lot~~. The following minimum standards apply:

Single-Family Residential - 84 (SF-84)	3 trees
Single-Family Residential - 72 (SF-72)	~~3~~ 2 trees
Single-Family Residential - 60 (SF-60)	2 trees
Single-Family Residential - Zero Lot Line (SF-Z)	~~2~~ 1 tree~~s~~

Trees on the SF-Z lots shall be planted in either the front or rear yard at the builder's discretion. For SF-60, SF-72 and SF-84 lots; at least one tree must be planted in the front yard. All large trees required above will be planted prior to issuance of the certificate of occupancy on the dwelling.

(3) For all residential parcels, developers shall be required to plant one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per ~~40~~ 75 linear feet, or portion thereof, of street frontage for major thoroughfares. Trees may be grouped or clustered to facilitate site design.

4. Sec. 9.06.007 Setbacks

[…]

(d) For all residential parcels, a minimum 15'-wide tract to be owned and maintained

by a homeowners' association will be required adjacent to Rosamond Parkway ~~all sides of major thoroughfares~~ and a minimum 10'-wide tract adjacent to minor thoroughfares with an ultimate right-of-way width of 60 feet or greater. This landscaped buffer area shall consist of trees, turf, or other living ground cover shall be provided adjacent to and outside of the rights-of-way. The buffer shall contain a minimum of one three-inch caliper large canopy tree for every 75 linear feet of roadway. Required trees may be clustered.

[…]

ARTICLE 9.07 TREE PRESERVATION

5. **Sec. 9.07.008 Tree preservation permit submittal and review**

In lieu of a tree survey the development is allowed to submit an aerial photograph accompanied by a transparent plan of the development at the same scale as the photograph, showing all non-disturbance areas and proposed exemption areas where no trees will be critically altered, provided that a tree survey of all other areas is submitted to the landscape administrator prior to any grading or construction. The landscape administrator may approve the submission of photographs in phases for a multi-phased project.

VICINITY MAP
N.T.S.

NORTH

HURRICANE CREEK LOT TABULATION
PHASE 1 (UNDER DEVELOPMENT)
143 LOTS @ 70' x 120'
77 LOTS @ 80' x 120'
PHASE 1 TOTAL: 220 LOTS
PHASE 1B (GRADED BUT NO UTILITIES)
33 LOTS @ 70' x 120'
27 LOTS @ 80' x 120'
14 LOTS @ 90' x 120'
PHASE 1B TOTAL: 74 LOTS
REMAINING PHASES (NOT DEFINED)
86 LOTS @ 40' x 100'
456 LOTS @ 50' x 100'
44 LOTS @ 60' x 120'
REMAINING PHASES TOTAL: 586 LOTS
TOTAL NUMBER OF LOTS: 880
SCHOOL SITE ± 14.23 AC (Gross)
± 12.68 AC (Net)
PARK LAND ± 134.92 AC
FIRE STATION ± 2.58 AC

BLUE SPRUCE LTD PSHP
ABS A0509 J M KINCAID
SURVEY, TRACT 6

MM ANNA 325 LLC

ROSAMOND PKWY (120' ROW)

± 915'

± 645'

PROPOSED
SCHOOL SITE
± 14.23 AC.

95 LOTS @
50' X 100'

136 LOTS @
50' X 100'

44 LOTS @
40' X 100'

42 LOTS @
40' X 100'

225 LOTS @
50' X 100'

44 LOTS @
60' X 120'

APPROX.
LOCATION OF
CENTERLINE OF
CREEK

EDEN KIRK & RENEE
ABS A0509 J M KINCAID
SURVEY, TRACT 35

RATTAN J L ESTATE
ABS A0510 J M KINCAID
SURVEY, TRACT 8

EXISTING LIMITS OF FEMA
100-YEAR FLOODPLAIN

APPROX.
LOCATION OF
CENTERLINE OF
CREEK

PROPOSED
FIRE
STATION
± 2.6 AC.

PHASE
1B

± 240'

± 600'

± 570'

STANDRIDGE BLVD (80' ROW)

± 830'

ANNA
INVESTMENTS
& TWO LTD
ABS A0509 W S
RATTON SURVEY,
TRACT 1
ZONED PD-C

ONE ANNA TWO LTD
ABS A0782 THOMAS RATTON
SURVEY, TRACT 2

PHASE
1B

PHASE 1
UNDER
CONSTRUCTION

PHASE
1B

PHASE
1B

RATTAN J L ESTATE
ABS A0510 J M KINCAID
SURVEY, TRACT 1

APPROX.
LOCATION OF
CENTERLINE OF
CREEK

SUNLIT HOLDINGS LLC
ABS A0197 JOHN COFFMAN
SURVEY, TRACT 3

ONE ANNA TWO LTD
ABS A0782 THOMAS RATTON
SURVEY, TRACT 2

EXHIBIT A

PROJECT NO.	CEN13023
FILE PATH	J:\Job\CEN13023_Hurricane Creek\Ent\Concept
DRAWN BY	MB
REVIEWED BY	MP
DATE	DECEMBER 02, 2020

DATE	REVISIONS

NORTH

0 200' 400' 600'

GRAPHIC SCALE

OWNER

CADG HURRICANE CREEK, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TX 75234
TREVOR KOLLINGER
PHONE: 469-892-7274

ENGINEER / SURVEYOR

PELOTON
LAND SOLUTIONS
11000 FRISCO STREET
SUITE 400
FRISCO, TX 75033
MARC PAQUETTE
PHONE: 469-213-1800

CONCEPT PLAN
VILLAGES AT HURRICANE CREEK

BEING A 369.030 ACRE TRACT LOCATED IN THE JOSPEPH BOYLE SURVEY, A-197; THE J.M. KINCADE SURVEY, A-509; THE J.W. MITCHELL SURVEY, A-565; AND THE W. RATTAN SURVEY, A-752. CITY OF ANNA, COLLIN COUNTY, TEXAS

OCTOBER 13, 2020

$USERS
11:00:27 AM
12/2/2020
J:\Job\CEN13023_Hurricane Creek\Ent\Concept\20-1913_CONCEPT PLAN FOR CITY OF ANNA.dgn

CITY OF ANNA, TEXAS
(Property rezoned under this ordinance is generally located on the west side of future Standridge Boulevard, 662± feet north of West White Street (FM 455)

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 on the west side of future Standridge Boulevard, 662± feet north of West White Street (FM 455) from 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) on 370.0± 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 on the west side of future Standridge Boulevard, 662± feet north of West White Street (FM 455)

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: The permitted uses and standards for the Single Family Development shall be in accordance with the 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 and the City's Planning and Development Regulations unless specified or restricted herein. (Deletions are indicated in strikethrough text; additions are indicated in underlined text.)

The locations of the planned development zoning districts shall be in substantial conformance with the Concept Plan which may be amended from time to time with approval from the City's Planning & Zoning Commission and the City Council. Prior to any building permit being issued, a Preliminary Plat, Site Plan (amenity building/structures), and Final Plat shall be approved by the City Council.

ARTICLE 9.04 ZONING ORDINANCE

[…]

Sec. 9.04.034 Supplementary district regulations

[…]

(d) Waiver of strict compliance with masonry requirements. An existing or proposed use that includes or is proposed to include one or more buildings with exterior walls that are normally constructed with materials that are consistent with regionally or nationally recognized commercial brand architectural design shall not apply to the city council for a full or partial waiver of any masonry requirement that applies to such exterior walls. ~~The city council by ordinance may grant such a full or partial waiver if:~~

~~(1) The city council finds that the design will not negatively impact the surrounding properties; and~~

~~(2) The request is deemed by the city council to be appropriate and desirable for the overall design and direction of the city and not directly in conflict with the city's comprehensive zoning plan.~~

(e) Residential architectural standards.

[…]

(3) Garages. On front entry garages the face of a garage may not: (i) be extended more than ten feet beyond the remainder of the front elevation of the primary living area of a house; or (ii) only lots developed as SF-Z and SF-60 may be over 60% of the total frontage width of a house ~~except where~~ 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.

(4) 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.

(A) 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.)

(B) Balconies;

(C) Shutters;

(D) Bay windows;

(E) Masonry chimney(s);

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(G) Covered Entry(ies);

(H) ~~(B)~~ Horizontal banding continuing the length of the wall that faces a street, or other similar highly visible areas.

(I) ~~(C)~~ The use of both stone and brick on the front elevations with a minimum of ten percent coverage of one of the elements.

(J) ~~(D)~~ Front porch of at least ~~50~~ 40 square feet.

(K) ~~(E)~~ The installation of at least two (2) coach lights.

(L) ~~(F)~~ Other techniques for building articulation can be substituted if administratively approved by the administrative official.

(M) Divided light windows in front is an acceptable technique for building façade articulation.

(N) 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; or

v. Cast stone surround.

(O) Masonry stone or cast stone accents;

(P) Decorative window molding or lintels;

(Q) Arched or circle tip windows;

(R) Attic window or dormer;

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(T) Ornamental rooftop feature;

(U) Decorative gable feature;

(V) Patio courtyard;

(W) Parapet roof.

[…]

(8) All doors on the font facade of a residence shall be constructed of wood, iron, glass, and/or architectural fiberglass.

(9) Front entry driveways on SF-72 & SF-84 lots must incorporate at least one of the following enhanced decorative paving techniques:

(A) Earth tone colored stained concrete;

(B) Stamped/patterned concrete;

(C) Brick, stone, or concrete pavers;

(D) Salt-finished concrete;

(E) Washed aggregate

(10) All fences on a 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. 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.

[…]

	SF-84 (Phase 1 & 1B) **(70'x120') / (80'x120') / (90'x120')**	**SF-72**	**SF-60**	**SF-Z**
Maximum height (feet)	35	35	35	35
Side yard, interior (feet)	~~10~~ 5	~~c~~ 5	~~c~~ 5	~~a~~ 0/5
Side yard, corner lot, street side (feet)	15	~~15~~ 10	~~15~~ 10	~~15~~ 10
Rear yard (feet) (d)	~~25~~ 15	~~25~~ 10	~~25~~ 10	~~25~~ 10
Front yard (feet)	~~25~~ 20	~~25~~ 20	~~25~~ 20	20
Lot area (feet)	8,400 / 9,600 / 10,800	7,200	~~6,000~~ 5,000	~~4,500~~ 4,000
Min. lot width (feet)	70 / 80 / 90	60	50	40
Min. lot depth (feet) (e)	120	120	~~120~~ 100	100
Max. lot coverage (%)	~~35%~~ 50%	~~40%~~ 55%	~~45%~~ 55%	~~50%~~ 85%
Building size (square feet)	2000	1800	1600	1200
Masonry* (%)	80%	~~80%~~ 60%	~~80%~~ 60%	~~80%~~ 60%
Lot/Unit Count per Concept Plan	297	44	456	86
Maximum Lot/Unit Count (+5%)	312	46	478	90
Minimum Lot/Unit Count (-5%)	282	42	433	82

APPENDIX 1. ZONING DISTRICT AREA REGULATIONS

* Brick or rock veneer; see also section 9.04.034(e)(6).
**If there are conflicts between the Appendix 1 Area Regulations and City Regulations, Appendix 1 shall supersede.
~~(a) Zero one side with 10 feet separation between buildings~~
(b) 14 feet between ends of buildings
~~(c) 5 feet or 10% of the lot width, whichever is greater~~
(d) The required rear yard shall be open and unobstructed to the sky from a point 30 inches above the average elevation of the graded rear yard, except for accessory buildings as permitted herein. Eaves, covered porches, and roof extensions without structural support in the rear yard may extend into the rear yard a distance not to exceed four feet. Balconies shall not project into the required rear yard.

(e) Minimum lot depth may be reduced to 110’ for SF-84 and SF-72 lots in cul-de-sacs and knuckles.

[…]

ARTICLE 9.06 LANDSCAPE REGULATIONS

[…]

Sec. 9.06.006 Minimum landscaping requirements

[…]

(d) Single-Family and duplex lots and subdivisions:

~~(1) For all single-family and duplex parcels, builders shall be required to plant two large trees (minimum of three-inch caliper and seven feet high at time of planting) per lot prior to obtaining a certificate of occupancy. At least one of the trees shall be located in the front yard. Existing quality trees of at least three-inch caliper size located on the lot shall count to meet this standard if appropriate tree protection measures have been followed.~~

(2) Requirements for single-family residential and duplex lots. Three-inch caliper trees selected from the large tree list in this article shall be planted on all single-family residential, ~~duplex, and~~ town home lots, and single-story quadplex buildings. ~~At least one of the trees must be placed in the front yard of the lot~~. The following minimum standards apply:

Single-Family Residential - 84 (SF-84)	3 trees
Single-Family Residential - 72 (SF-72)	~~3~~ 2 trees
Single-Family Residential - 60 (SF-60)	2 trees
Single-Family Residential - Zero Lot Line (SF-Z)	~~2~~ 1 tree~~s~~

Trees on the SF-Z lots shall be planted in either the front or rear yard at the builder’s discretion. For SF-60, SF-72 and SF-84 lots; at least one tree must be planted in the front yard. All large trees required above will be planted prior to issuance of the certificate of occupancy on the dwelling.

(3) For all residential parcels, developers shall be required to plant one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per ~~40~~ 75 linear feet, or portion thereof, of street frontage for major thoroughfares. Trees may be grouped or clustered to facilitate site design.

Sec. 9.06.007 Setbacks

[…]

(d) For all residential parcels, a minimum 15'-wide tract to be owned and maintained by a homeowners' association will be required adjacent to Rosamond Parkway ~~all sides of major~~

~~thoroughfares~~ and a minimum 10'-wide tract adjacent to minor thoroughfares with an ultimate right-of-way width of 60 feet or greater. This landscaped buffer area shall consist of trees, turf, or other living ground cover shall be provided adjacent to and outside of the rights-of-way. The buffer shall contain a minimum of one three-inch caliper large canopy tree for every 75 linear feet of roadway. Required trees may be clustered.

[…]

ARTICLE 9.07 TREE PRESERVATION

Sec. 9.07.008 Tree preservation permit submittal and review

(a) In lieu of a tree survey the development is allowed to submit an aerial photograph accompanied by a transparent plan of the development at the same scale as the photograph, showing all non-disturbance areas and proposed exemption areas where no trees will be critically altered, provided that a tree survey of all other areas is submitted to the landscape administrator prior to any grading or construction. The landscape administrator may approve the submission of photographs in phases for a multi-phased project.

(b) A tree preservation plan shall be submitted showing existing protected trees to remain, existing protected trees to be removed, and replacement trees with type, location, number and size of replacement trees indicated. The tree preservation plan information may be included on the tree survey if all information can be clearly delineated

~~(a) The landscape administrator shall establish administrative procedures necessary to implement and enforce this article.~~

~~(b) An application for a tree permit shall include these required documents:~~

~~(1) Completed application form;~~

~~(2) A tree survey at the same scale as the site plan or preliminary plat with building pad, pavement areas, and other construction features that will disturb the land indicated. The tree survey shall include the following information:~~

~~(A) Name and phone number of the person who prepared the survey;~~

~~(B) Property lines with dimensions;~~

~~(C) Engineering scale (same scale as the preliminary plat);~~

~~(D) Location of all rights-of-way and easements (existing and proposed);~~

~~(E) Location of all buildings, structures, pools, parking and vehicular maneuvering area, utilities, sidewalks, and other improvements (existing and proposed);~~

~~(F) Location of FEMA 100-year floodplain, NRCS lake tree preservation zone, or erosion hazard setback easement;~~

~~(G) Any proposed non-disturbance area;~~

~~(H) Identifying numbers for all trees of two inches or greater DBH;~~

~~(I) The common and botanical name of all trees with identifying numbers;~~

~~(J) Caliper size of all trees six inches or greater DBH; and~~

~~(K) Location of all trees not included in a non-disturbance area that are to be preserved.~~

~~(c) In specific situations, tree survey requirements may be reduced as follows:~~

~~(1) Non-disturbance areas. The landscape administrator may approve a non-disturbance area to be designated on the tree survey. The non-disturbance area is an area in which no construction will occur. Trees within the non-disturbance area are not required to be individually identified on the tree survey unless they will be used as credits.~~

~~(2) Proposed exemption area. The landscape administrator may approve a proposed exemption area to be designated on the tree survey. The proposed exemption area corresponds to areas of the site specifically exempted from tree replacement and protection requirements of this article. Trees within the proposed exemption area are not required to be individually identified on the tree survey unless they will be used as credits.~~

~~(3) Aerial photograph. For property containing large, heavily wooded areas, the landscape administrator may, in lieu of a tree survey, authorize the submittal of an aerial photograph accompanied by a transparent plan of the development at the same scale as the photograph, showing all non-disturbance areas and proposed exemption areas where no trees will be critically altered, provided that a tree survey of all other areas is submitted to the landscape administrator prior to any grading or construction. The landscape administrator may approve the submission of photographs in phases for a multi-phased project.~~

~~(4) Affidavit of no protected trees. If a property contains no protected tree species, the applicant may submit an affidavit of no protected trees in lieu of a tree survey. This affidavit shall act in lieu of a tree survey upon a determination by the landscape administrator that no protected trees exist on the site. After the expiration of 10 business days after the submittal, the affidavit shall satisfy the requirements of this article, unless within said ten business days the affidavit is denied by the landscape administrator due to a determination that the property contains protected trees or the trees on the site cannot be affirmatively identified as non-protected trees by the landscape administrator.~~

~~(d) A tree preservation plan shall be submitted showing existing protected trees to remain, existing protected trees to be removed, and replacement trees with type, location, number and size of replacement trees indicated. The tree preservation plan information may be included on the tree survey if all information can be clearly delineated.~~

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 8th day of December 2020.

ATTESTED: APPROVED:

_____ _____

Carrie L. Land, City Secretary Nate Pike, Mayor

DESCRIPTION 369.030 ACRES:

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

COMMENCING at an iron rod found in the north right-of-way line of FM 455 (West White Street) and in the approximate centerline of County Road No. 368 (no record found) said iron rod being the southeast corner of that tract of land described by deed to WBK Partners LTD, recorded in volume 4292 page 27 of said (O.P.R.C.C.T.);

THENCE N 01°07'51"W with the east line of said WBK Partners LTD Remainder, departing said north right-of-way, 652.89 feet to a 5/8 inch iron rod found at the southeast corner of said CADG Hurricane Creek tract being the POINT OF BEGINNING;

BEGINNING at a 5/8 inch iron rod with cap stamped “PELOTON” found for the most southerly southwest corner of said CADG Tract 1 and being the northwest corner of a tract of land described by deed to WBK Partners LTD. recorded in Volume 4292, Page 27;

THENCE S 88°58'27"W, with the north line of said WBK Partners LTD Remainder 2,688.16 feet to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set, in the east line of a tract of land to Sunlit Holdings LLC recorded in Instrument Number 20180925001201240 referred to as Tract 2 of said (O.P.R.C.C.T.);

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

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

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

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

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

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

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

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

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

N 88° 59' 33" E, passing at a distance of 100.00 feet a 5/8 inch iron rod with cap stamped "PELOTON" found continuing for a total distance of 427.30 feet to a 1/2 inch iron rod with cap stamped "ILLEG" found;

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

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

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

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

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

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

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

With said curve to the right, having an arc distance of 205.60 feet, through a central angle of 16° 49' 44", having a radius of 700.00 feet, the long chords which bears S 06° 27' 08" W, 204.87 feet to a 1/2 inch iron rod with cap stamped "GEER 3258" found;

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

With said curve to the left, having an arc distance of 205.59 feet, through a central angle of 16° 49' 39", having a radius of 700.00 feet, the long chord which bears S 06° 28' 09" W, 204.85 feet to a 1/2 inch iron rod with cap stamped "GEER 3258" found;

S 02° 00' 44" E, 201.29 feet to a 1/2 inch iron rod with cap stamped "GEER 3258" and the beginning of a curve to the right;

With said curve to the right, having an arc distance of 116.43 feet, through a central angle of 09° 31' 48", having a radius of 699.99 feet, the long chord which bears S 02° 49' 59" W, 116.30 feet to a 1/2 inch iron rod with cap stamped "GEER 3258" found for the northwest corner of a tract of land to One Anna Two recorded in Instrument Number 20070201000151610 of said (O.P.R.C.C.T.);

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

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

With said curve to the left, having an arc distance of 101.69 feet, through a central angle of 08° 19' 23", having a radius of 700.03 feet, the long chord which bears S 03° 23' 47" W, 101.60 feet to a 1/2 inch iron rod with cap stamped “GEER 3258” found;

S 00° 46' 53" E, 1,035.21 feet to a 5/8 inch iron rod with cap stamped “PELOTON” set and the beginning of a curve to the right;

with said curve to the right, an arc distance of 531.20 feet, through a central angle of 43°28'45", having a radius of 700.00 feet, the long chord which bears S 20°59'27"W, 518.54 feet to a 1/2 inch iron rod found with cap stamped "GEER 3258";

S 42°40'43"W, 241.48 feet to a 1/2 inch iron rod found with cap stamped "GEER 3258" at the beginning of a curve to the right;

with said curve to the right, an arc distance of 150.95 feet, through a central angle of 12°21'19", having a radius of 700.00 feet, the long chord which bears S 48°53'06"W, 150.65 feet to a 5/8 inch iron rod with plastic cap stamped "PELOTON" set;

THENCE S 89°21'12" W, 551.95 feet to a 5/8 inch iron rod with plastic cap stamped “PELOTON” set;

THENCE S 01°31'10" E, 184.67 feet to the POINT OF BEGINNING and containing 16,074,931 square feet or 369.030 acres of land more or less.

VICINITY MAP
N.T.S.

NORTH

HURRICANE CREEK LOT TABULATION
PHASE 1 (UNDER DEVELOPMENT)
143 LOTS @ 70' x 120'
77 LOTS @ 80' x 120'
PHASE 1 TOTAL: 220 LOTS
PHASE 1B (GRADED BUT NO UTILITIES)
33 LOTS @ 70' x 120'
27 LOTS @ 80' x 120'
14 LOTS @ 90' x 120'
PHASE 1B TOTAL: 74 LOTS
REMAINING PHASES (NOT DEFINED)
86 LOTS @ 40' x 100'
456 LOTS @ 50' x 100'
44 LOTS @ 60' x 120'
REMAINING PHASES TOTAL: 586 LOTS
TOTAL NUMBER OF LOTS: 880
SCHOOL SITE ± 14.23 AC (Gross)
± 12.68 AC (Net)
PARK LAND ± 134.92 AC
FIRE STATION ± 2.58 AC

BLUE SPRUCE LTD PSHP
ABS A0509 J M KINCAID
SURVEY, TRACT 6

MM ANNA 325 LLC

ROSAMOND PKWY (120' ROW)

± 915'

± 645'

PROPOSED
SCHOOL SITE
± 14.23 AC.

95 LOTS @
50' X 100'

136 LOTS @
50' X 100'

44 LOTS @
40' X 100'

42 LOTS @
40' X 100'

225 LOTS @
50' X 100'

44 LOTS @
60' X 120'

APPROX.
LOCATION OF
CENTERLINE OF
CREEK

EDEN KIRK & RENEE
ABS A0509 J M KINCAID
SURVEY, TRACT 35

RATTAN J L ESTATE
ABS A0510 J M KINCAID
SURVEY, TRACT 8

EXISTING LIMITS OF FEMA
100-YEAR FLOODPLAIN

APPROX.
LOCATION OF
CENTERLINE OF
CREEK

PROPOSED
FIRE
STATION
± 2.6 AC.

PHASE
1B

± 240'

± 600'

± 570'

STANDRIDGE BLVD (80' ROW)

± 830'

ANNA
INVESTMENTS
& TRUST
ABS A0509 J
RATTON SURVEY,
TRACT 1
ZONED PDC

ONE ANNA TWO LTD
ABS A0782 THOMAS RATTON
SURVEY, TRACT 2

PHASE
1B

PHASE 1
UNDER
CONSTRUCTION

PHASE
1B

PHASE
1B

RATTAN J L ESTATE
ABS A0510 J M KINCAID
SURVEY, TRACT 1

APPROX.
LOCATION OF
CENTERLINE OF
CREEK

SUNLIT HOLDINGS LLC
ABS A0197 JOHN COFFMAN
SURVEY, TRACT 3

ONE ANNA TWO LTD
ABS A0782 THOMAS RATTON
SURVEY, TRACT 2

EXHIBIT 2

PROJECT NO.	CEN13023
FILE PATH	J:\Job\CEN13023_Hurricane Creek\Ent\Concept
DRAWN BY	MB
REVIEWED BY	MP
DATE	DECEMBER 02, 2020

DATE	REVISIONS

NORTH

0 200' 400' 600'

GRAPHIC SCALE

OWNER

CADG HURRICANE CREEK, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TX 75234
TREVOR KOLLINGER
PHONE: 469-892-7274

ENGINEER / SURVEYOR

PELOTON
LAND SOLUTIONS
11000 FRISCO STREET
SUITE 400
FRISCO, TX 75033
MARC PAQUETTE
PHONE: 469-213-1800

CONCEPT PLAN
VILLAGES AT HURRICANE CREEK

BEING A 369.030 ACRE TRACT LOCATED IN THE JOSPEPH BOYLE SURVEY, A-197; THE J.M. KINCADE SURVEY, A-509; THE J.W. MITCHELL SURVEY, A-565; AND THE W. RATTAN SURVEY, A-752. CITY OF ANNA, COLLIN COUNTY, TEXAS

OCTOBER 13, 2020

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12/2/2020
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CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VILLAGES AT HURRICANE CREEK CONCEPT PLAN

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.04 of the Anna City Code of Ordinances ("Zoning Ordinance"); and

WHEREAS, Peloton Land Solutions, Inc., has submitted an application for approval of the Villages at Hurricane Creek concept plan.

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

Section 1. **Recitals Incorporated**

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

Section 2. **Approval of Concept Plan.**

The City Council hereby approves the Villages at Hurricane Creek concept plan attached hereto as Exhibit A.

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

ATTEST:

_____

City Secretary, Carrie L. Land

APPROVED:

_____

Mayor, Nate Pike

THE CITY OF
Anna

Please circle one:

In favor of request | Neutral to request | Opposed to request

Comments:

We're the owners of the NWC of 75 + 455 and we support more density. It will draw in more retailers/restaurants, add jobs, and bring in more tax dollars for the City.

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Keeson Martin
Name (Please Print)

Signature

15640 Quorum, Addison, TX 75001
Address

9-21-2020
Date

Please return form to:
USPS Mail:
City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:
Planning and Development Department
3223 N. Powell Parkway
Anna, TX 75409

Or by e-mail to LMECKE@annatexas.gov
Subject: Zoning Response – Villages of Waters Creek

VICINITY MAP
N.T.S.

NORTH

HURRICANE CREEK LOT TABULATION
PHASE 1 (UNDER DEVELOPMENT)
143 LOTS @ 70' x 120'
77 LOTS @ 80' x 120'
PHASE 1 TOTAL: 220 LOTS
PHASE 1B (GRADED BUT NO UTILITIES)
36 LOTS @ 70' x 120'
27 LOTS @ 80' x 120'
14 LOTS @ 90' x 120'
PHASE 1B TOTAL: 77 LOTS
REMAINING PHASES (NOT DEFINED)
86 LOTS @ 40' x 100'
456 LOTS @ 50' x 100'
44 LOTS @ 60' x 120'
REMAINING PHASES TOTAL: 586 LOTS
TOTAL NUMBER OF LOTS: 883
SCHOOL SITE ± 14.23 AC (Gross)
± 12.68 AC (Net)
PARK LAND ± 19.32 AC
FIRE STATION 2.15 AC

BLUE SPRUCE LTD PSHP ABS A0509 J M KINCAID SURVEY, TRACT 6

MM ANNA 325 LLC

ROSAMOND PKWY (120' ROW)

± 915'

± 645'

PROPOSED SCHOOL SITE ± 14.23 AC.

95 LOTS @ 50' X 100'

136 LOTS @ 50' X 100'

44 LOTS @ 40' X 100'

42 LOTS @ 40' X 100'

225 LOTS @ 50' X 100'

44 LOTS @ 60' X 120'

APPROX. LOCATION OF CENTERLINE OF CREEK

± 240'

± 600'

ANNA INVESTMENTS LTD ABS A0782 W.S. RATTON SURVEY, TRACT 1 ZONED PD-C

EDEN KIRK & RENEE ABS A0509 J M KINCAID SURVEY, TRACT 35

RATTAN J L ESTATE ABS A0510 J M KINCAID SURVEY, TRACT 8

PARKLAND ± 13.50 AC.

EXISTING LIMITS OF FEMA 100-YEAR FLOODPLAIN

APPROX. LOCATION OF CENTERLINE OF CREEK

PHASE 1B

± 570'

STANDRIDGE BLVD (80' ROW)

± 830'

PHASE 1B

PHASE 1 UNDER CONSTRUCTION

PHASE 1B

ONE ANNA TWO LTD ABS A0782 THOMAS RATTON SURVEY, TRACT 2

RATTAN J L ESTATE ABS A0510 J M KINCAID SURVEY, TRACT 8

APPROX. LOCATION OF CENTERLINE OF CREEK

FIRE STATION ± 2.15 AC.

PARKLAND ± 5.82 AC.

SUNLIT HOLDINGS LLC
ABS A0197 JOHN COFFMAN SURVEY, TRACT 3

ONE ANNA TWO LTD ABS A0782 THOMAS RATTON SURVEY, TRACT 2

EXHIBIT 1

PROJECT NO.	CEN13023
FILE PATH	J:\Job\CEN13023_Hurricane Creek\Ent\Concept
DRAWN BY	MB
REVIEWED BY	MP
DATE	OCTOBER 09, 2020

DATE	REVISIONS

NORTH

0 200' 400' 600'

GRAPHIC SCALE

OWNER

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SUITE 300
FARMERS BRANCH, TX 75234
TREVOR KOLLINGER
PHONE: 469-892-7274

ENGINEER / SURVEYOR

PELOTON LAND SOLUTIONS
11000 FRISCO STREET
SUITE 400
FRISCO, TX 75033
MARC PAQUETTE
PHONE: 469-213-1800

CONCEPT PLAN
VILLAGES AT HURRICANE CREEK

BEING A 369.030 ACRE TRACT LOCATED IN THE JOSPEPH BOYLE SURVEY, A-197; THE J.M. KINCADE SURVEY, A-509; THE J.W. MITCHELL SURVEY, A-565; AND THE W. RATTAN SURVEY, A-752.
CITY OF ANNA, COLLIN COUNTY, TEXAS

OCTOBER 13, 2020

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THE CITY OF Anna

Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:

1) Conduct a public hearing to consider public comments to rezone 341± acres consisting of multiple tracts of land generally located on the east and west sides of future Ferguson Parkway, north of Hackberry Drive and south of Mantua Road from Agricultural (AG), Planned Development 507-2010, & Planned Development 285-2006 to Planned Development Mixed-Use (PD-MU). The planned development district will include the following zoning districts with modified development standards Restricted Commercial (C-1), Single Single-Family Residence-60 (SF-60), and Single-Family Residence - Zero lot line homes (SF-Z).

2) Consider/Discuss/Action on an Ordinance regarding the request to rezone 341± acres consisting of multiple tracts of land generally located on the east and west sides of future Ferguson Parkway, north of Hackberry Drive and south of Mantua Road **from** Agricultural (AG), Planned Development 507-2010, & Planned Development 285-2006 **to** Planned Development Mixed-Use (PD-MU). (Director of Development Services Ross Altobelli)

3) Consider/Discuss/Action on a Resolution regarding the Concept Plan, Anacapri, associated with the rezoning request.

SUMMARY:

Request to rezone 341± acres consisting of multiple tracts of land generally located on the east and west sides of future Ferguson Parkway, north of Hackberry Drive, and south of CR 371 (Mantua Road)

The applicant is requesting zoning that would allow for a predominantly residential development that would include a mixture of residential types and supporting commercial zoning: The residential make-up of the zoning includes:

- SF-60 (50' x 120') = Minimum 651 Lots
- SF-Z (40' x 100') = Maximum 588 Lots
- MF-2 = Maximum 600 units

A centralized feature of the zoning request includes a privately owned and maintained lagoon with associated amenities, a portion of which will be open to the public.

The proposed single-family zoning meets the minimum lot width, depth, and size requirements and is in harmony with the adjacent existing and future residential developments. The applicant has included stipulations to create a walkable multi-use development. Amenities of the zoning include a private lagoon that will be open to the public,

dedication of a linear Neighborhood Park, public and private hike and bike trails, and preservation of existing mature vegetation. The proposed zoning also includes dedication of land for a future elementary school.

See staffs report prepared for the Planning & Zoning Commission for more information.

The Planning & Zoning Commission is scheduled to conduct a public hearing on Monday, December 7th. Staff will provide their recommendation at the Council meeting.

FINANCIAL IMPACT:

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:

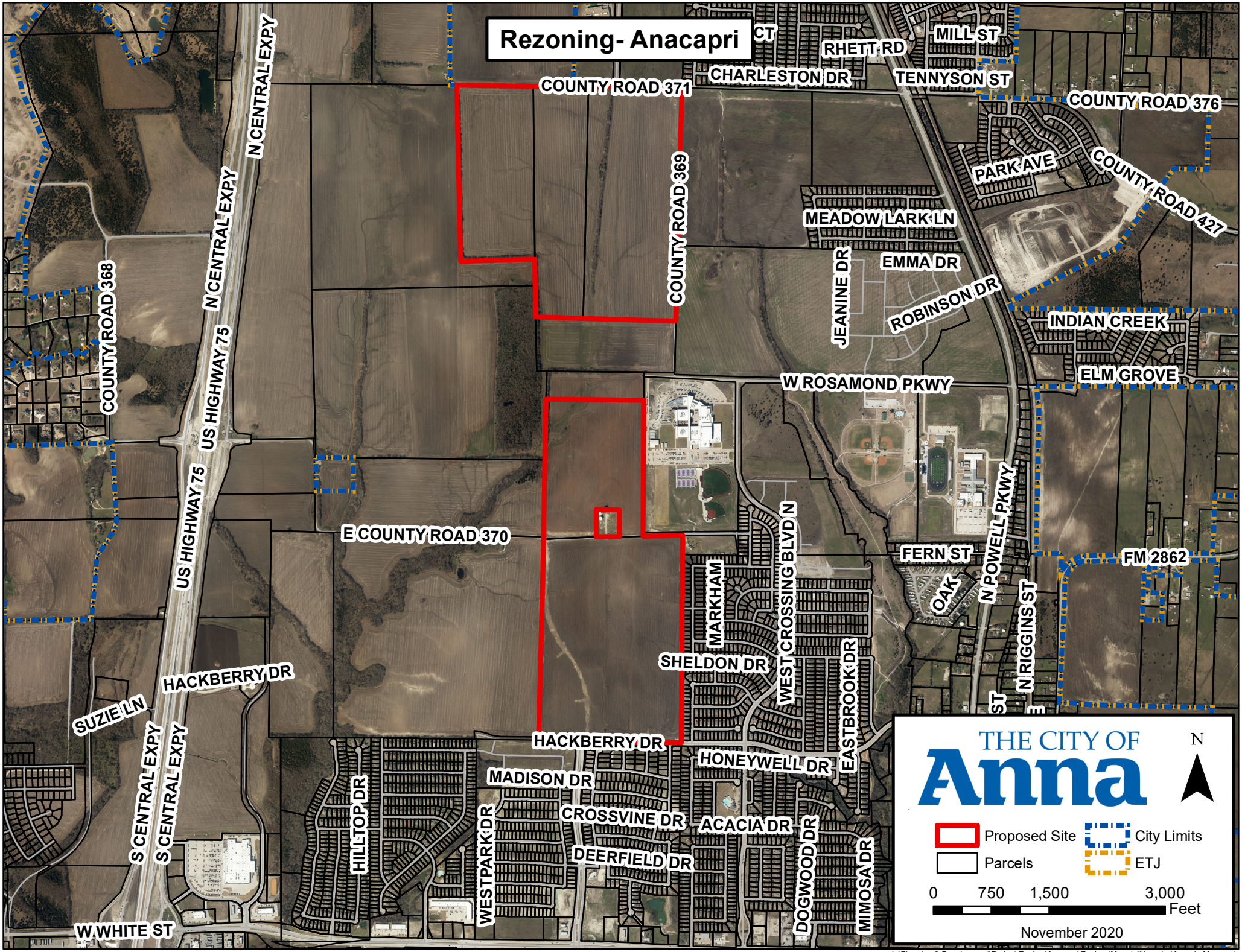
Staff recommends approval of the zoning subject to the Development Standards contained within the attached Ordinance.

ATTACHMENTS:

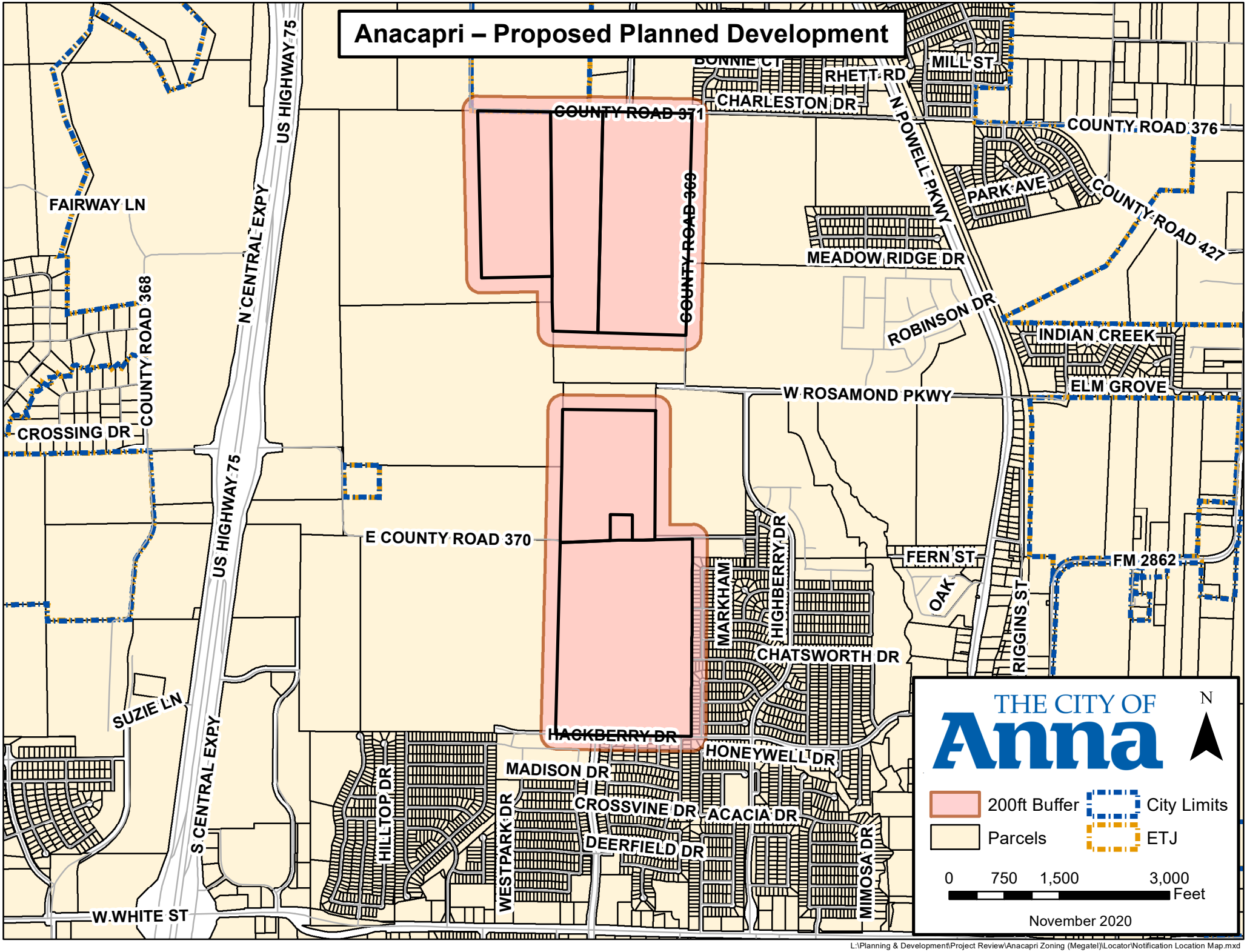
1. Agenda Map
2. Notification Location Map
3. Staff Report (Anacapri)
4. EXHIBIT A (CP) Anacapri
5. EXHIBIT B - Anacapri lagoon and amenity area
6. Ordinance - Anacapri
7. Exhibit 1 - Ord. (Legal Description)
8. Exhibit 2 - Ord. (Concept Plan, Anacapri)
9. Exhibit 3 - Ord. (lagoon and amenity area)
10. Resolution-Anacapri, concept plan
11. ZONING DISTRICT - (CP) Anacapri
12. Anacapri Zoning Responses

APPROVALS:

Lauren Mecke, Planner II	Created/Initiated - 12/4/2020
Ross Altobelli, Director of Development Services	Approved - 12/4/2020
Jim Proce, City Manager	Final Approval - 12/4/2020



L:\Planning & Development\Project Review\Anacapri Zoning (Megatel)\Locator\Agenda Map.mxd


Anacapri – Proposed Planned Development
BONNIE CT
RHETT RD
MILL ST
CHARLESTON DR
COUNTY ROAD 371
COUNTY ROAD 369
N POWELL PKWY
COUNTY ROAD 376
PARK AVE
COUNTY ROAD 427
FAIRWAY LN
MEADOW RIDGE DR
ROBINSON DR
INDIAN CREEK
ELM GROVE
W ROSAMOND PKWY
US HIGHWAY 75
N CENTRAL EXPY
COUNTY ROAD 368
CROSSING DR
E COUNTY ROAD 370
FERN ST
FM 2862
OAK
RIGGINS ST
MARKHAM
HIGHBERRY DR
CHATSWORTH DR
SUZIE LN
S CENTRAL EXPY
HACKBERRY DR
HONEYWELL DR
MADISON DR
CROSSVINE DR
ACACIA DR
DEERFIELD DR
HILLTOP DR
WESTPARK DR
MIMOSA DR
W WHITE ST
THE CITY OF
Anna
N
200ft Buffer
City Limits
Parcels
ETJ
0 750 1,500 3,000
Feet
November 2020
L:\Planning & Development\Project Review\Anacapri Zoning (Megatel)\Locator\Notification Location Map.mxd

CITY OF ANNA

PLANNING & ZONING COMMISSION

December 7, 2020

Public Hearing: Zoning & Concept Plan - Anacapri

Applicant: David Kalhoefer, Peloton Land Solutions

DESCRIPTION:

Request to rezone 341± acres consisting of multiple tracts of land generally located on the east and west sides of future Ferguson Pkwy, north of Hackberry Dr and south of Mantua Rd from Agricultural (AG), Planned Development 507-2010, & Planned Development 285-2006 to Planned Development Mixed-Use. The planned development district will include the following zoning districts with modified development standards Restricted Commercial (C-1), Single Single-Family Residence-60 (SF-60), and Single-Family Residence - Zero lot line homes (SF-Z).

REMARKS:

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.

The applicant is requesting zoning that would allow for a predominantly residential development that would include a mixture of residential types and supporting commercial zoning: The residential make-up of the zoning includes:

- SF-60 (50’ x 120’) = Minimum 651 Lots
- SF-Z (40’ x 100’) = Maximum 588 Lots
- MF-2 = Maximum 600 units

A centralized feature of the zoning request includes a privately owned and maintained lagoon with associated amenities, a portion of which will be open to the public. The applicant has included a conceptual rendering of the lagoon and amenities area as shown

on Exhibit B. To enhance connectivity of the development the applicant is proposing trail systems both internally and along Ferguson Parkway that will enable neighborhood pockets to access the proposed lagoon amenities and proposed and existing neighborhood park areas within and adjacent to the proposed zoning request. Additionally, working in conjunction with Anna ISD representatives, the applicant has agreed to dedicate 14± acres of land at the northwest corner of Ferguson Parkway and Hackberry Drive to be used for a future elementary school site.

Surrounding Land Uses and Zoning

North	Anna Independent School District property (Bryant Elementary) zoned Single-Family Residence - Large Lot (SF-E), undeveloped land zoned Single-Family Residence - Large Lot (SF-E), and single-family residence located in the Extraterritorial Jurisdiction (ETJ).
East	North of Rosemond Parkway - undeveloped land zoned Planned Development-797-2018 (SF-60 & SF-72) and Agricultural District. South of Rosemond Parkway - Anna ISD High School and West Crossing Phases 5, 7, & 9 (SF-60 base).
South	South of Hackberry Drive - Avery Pointe Phase 3 (SF-60 base)
West	Undeveloped land zoned Planned Development-839-2019 (Meadow Vista/ SF-60) and Planned Development-881-2020 (The Woods at Lindsey Place/SF-72, SF-60, & SF-Z).

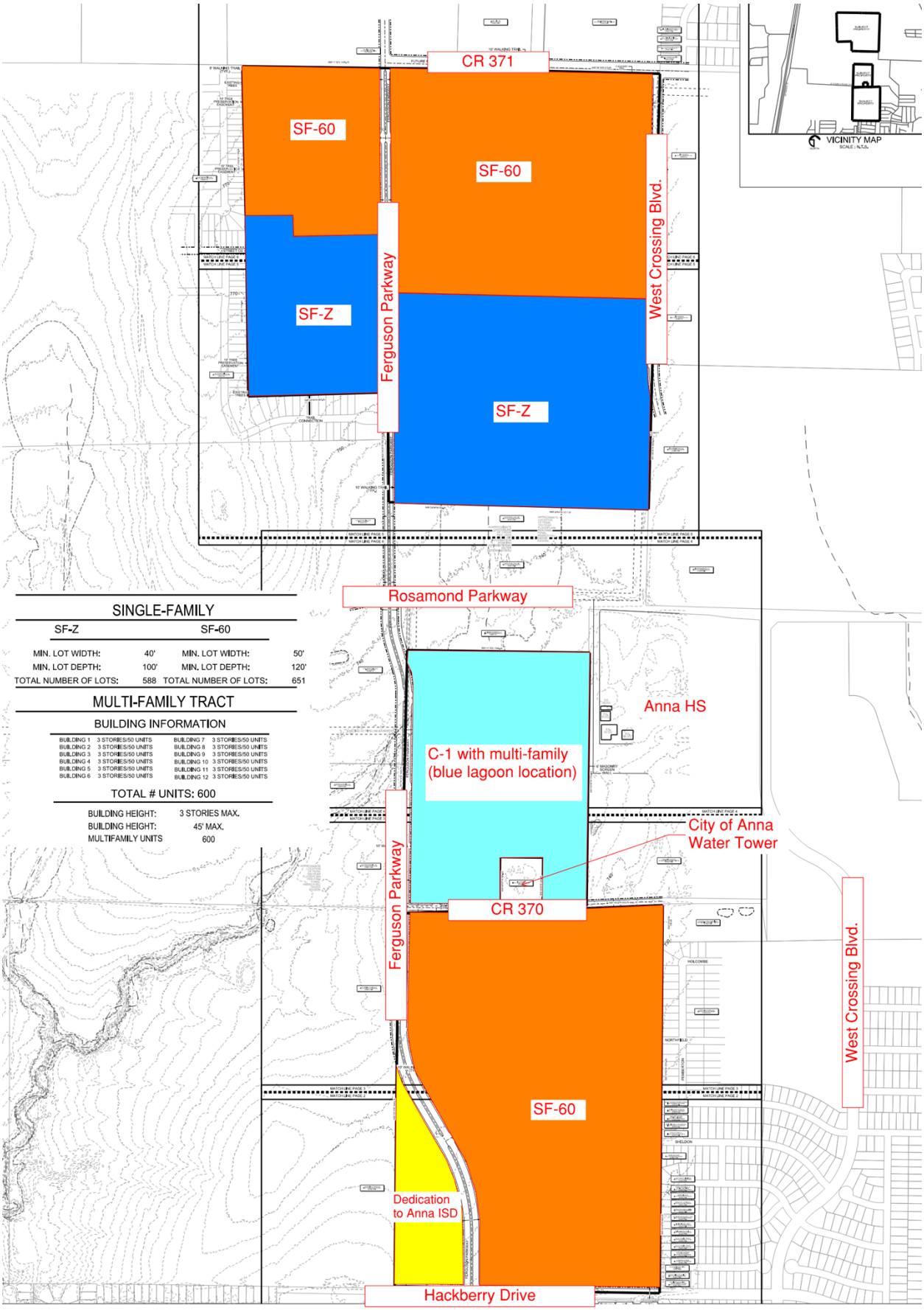
Proposed Planned Development Stipulations

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 for a development with a mixture of residential land uses and supporting commercial zoning. Additionally, the development would include a private lagoon with public access, linear neighborhood park, hike and bike trails, preservation of existing mature trees along the western zoning district boundaries, and dedication of land to the Anna Independent School district that would accommodate a future elementary school.

Below staff has color coded the proposed locations of the zoning district and labeled area roadways and site features to assist the Commission and Council in identifying the specific locations associated with the zoning requests.


CR 371
SF-60
SF-60
SF-Z
SF-Z
Ferguson Parkway
West Crossing Blvd.
VICINITY MAP
Rosamond Parkway
SINGLE-FAMILY
SF-Z
SF-60
MIN. LOT WIDTH: 40'
MIN. LOT DEPTH: 100'
TOTAL NUMBER OF LOTS: 588
MIN. LOT WIDTH: 50'
MIN. LOT DEPTH: 120'
TOTAL NUMBER OF LOTS: 651
MULTI-FAMILY TRACT
BUILDING INFORMATION
BUILDING 1 3 STORIES/50 UNITS
BUILDING 2 3 STORIES/50 UNITS
BUILDING 3 3 STORIES/50 UNITS
BUILDING 4 3 STORIES/50 UNITS
BUILDING 5 3 STORIES/50 UNITS
BUILDING 6 3 STORIES/50 UNITS
BUILDING 7 3 STORIES/50 UNITS
BUILDING 8 3 STORIES/50 UNITS
BUILDING 9 3 STORIES/50 UNITS
BUILDING 10 3 STORIES/50 UNITS
BUILDING 11 3 STORIES/50 UNITS
BUILDING 12 3 STORIES/50 UNITS
TOTAL # UNITS: 600
BUILDING HEIGHT: 3 STORIES MAX.
BUILDING HEIGHT: 45' MAX.
MULTIFAMILY UNITS 600
Anna HS
C-1 with multi-family
(blue lagoon location)
City of Anna
Water Tower
Ferguson Parkway
CR 370
West Crossing Blvd.
SF-60
Dedication
to Anna ISD
Hackberry Drive

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.

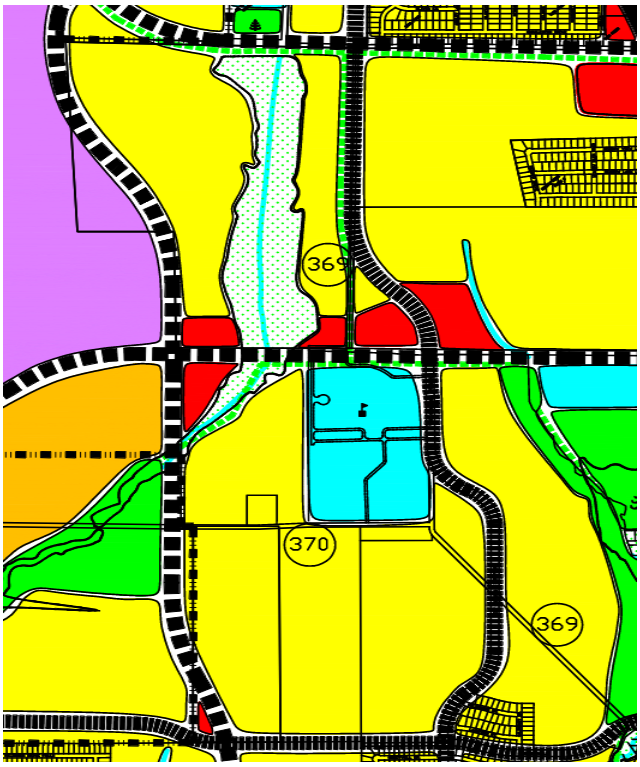
City of Anna Goals for 2024

a. 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.

Future Land Use Plan – The Future Land Use Plan designates this property as Single-Family, Flood Hazard (white), and a small section of Commercial Each of these categories are only generally defined within the current Comprehensive Plan.



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. Multi-family housing structures include those which were originally designed to house two or more family units, such as duplexes, apartment houses, and group quarters.

Parks: Land devoted to active or passive recreation, or preservation of open space, natural beauty, or environmentally sensitive lands (i.e.. Flood Hazard areas).

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.

Planned Development Stipulations

In order to allow for an increase single-family building pad site, the applicant is requesting to reduce the rear yard setback to 20' (base zoning districts require 25'). Additionally, the applicant is requesting to increase the allowable height of the proposed multi-family to 4-stories (MF-2 zoning has a height limit of 2-stories). The proposed height increase will allow for a decreased multi-family building footprint resulting in the preservation of additional common area allowing for density and land area needed to financially support and construct the private/public lagoon amenity.

To increase the quality of development, the applicant has agreed to the following improvements as part of the zoning request:

a. Construct a private lagoon with public access containing a minimum surface area of 1.75 acres. The private lagoon area will also include a private amenity center with associated improvement (Exhibit B).

b. Dedication of 14± acres to the Anna ISD to accommodate a future elementary school site adjacent to the proposed zoning request.

c. Dedication of the linear green belt located in the northern portion of the zoning request for the purpose of a Neighborhood Park and hike and bike trail connection subject to review by the city's parks advisory board and approval by the City Council prior to Preliminary Plat approval.

d. Construct a 10' hike and bike trail along the east side of future Ferguson Parkway and through the proposed linear neighborhood park with connections to the residential subdivision roadways.

e. Protect and preserve the mature tree line along the northwestern Planned Development boundaries, dedicate a 10' tree preservation easement, and construct an 8' walking trail. The location of the trail to be determined during the tree preservation and landscape review process.

f. Create an interior trail system within the southern portion of the SF-60 neighborhood to the proposed lagoon amenity area.

g. Require the SF-Z lots to be a center load product with a minimum 5-foot side yard setback for interior lots and 15-foot side setback for corner lots.

h. Limiting the allowed land uses within the C-1 zoning district, and specifically prohibit Automobile and Related Services Uses and majority of Transportation, Utility and Communications Uses.

i. Require the rear yard fences of any residential lot abutting and/or adjacent to an open space/common area lot be ornamental metal fences, such as wrought iron or tubular steel.

SUMMARY:

Request to rezone 341± acres consisting of multiple tracts of land generally located on the east and west sides of future Ferguson Pkwy, north of Hackberry Dr, and south of Mantua Rd to allow for a single-family, multi-family, and nonresidential development. The proposed single-family zoning meets the minimum lot width, depth, and size requirements and is in harmony with the adjacent existing and future residential developments. The applicant has included stipulations to create a walkable multi-use development. Amenities of the zoning include a private lagoon that will be open to the public, dedication of a linear Neighborhood Park, public and private hike and bike trails, and preservation of existing mature vegetation. The proposed zoning also includes dedication of land for a future elementary school.

In addition to these reasons, staff is in support of the rezoning request due to the unique nature of the zoning request. The applicant is proposing to dedicate, preserve, maintain, and improve significant amounts of public and private open space areas that will connect neighborhoods and provide for significant north/south public trail connections along Throckmorton Creek.

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), 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), and the Planning and Development Regulations except as otherwise specified herein. The locations of the proposed zoning districts shall be restricted to the areas identified on the approved Concept Plan (Exhibit 2).

a. C-1 Restricted Commercial:

    1. Permitted Uses:

A. Multiple-Family Residence in accordance with the MF-2 Multiple-Family Residential - Hight Density zoning district, unless otherwise specified herein shall be permitted by right.

B. Swimming Pool (commercial & private).

C. Custom personal service shop.

D. Massage therapy facility.

E. Health club; gymnasium.

F. Restaurant without drive-in or drive through services.

G. Bakery and confectionery, commercial & retail sales.

H. Retail.

I. Temporary Parking Lot (gravel or asphalt).

J. Amusement (outdoor).

K. Amusement (indoor).

L. Farmers Market.

M. Park, Playground, or recreation center (private).

N. Food Trucks.

2. Definitions:

Farmer's Market: An area containing individual vendors who offer fruits, vegetables, herbs, spices, edible seeds, nuts, live plants, flowers, honey, and crafts for sale. This definition does not allow nor include the sale of any type of meat, fish, poultry, eggs, refrigerated dairy products, or home canned goods.

Food Truck: A motorized vehicle or trailer, equipped to prepare, cook, serve, and sell food and beverages. Frozen items such as ice cream and various other forms of pre-packaged food shall be permitted. May also be described as a Mobile Food Vendor.

3. Prohibited Uses

A. Automobile and related uses shall be prohibited, except parking lot/parking garage, automobile.

B. Transportation, utility, and communications uses shall be prohibited.

4. Area Regulations:

   A. Front yard: 25 feet (20 feet along streets not identified as major thoroughfares and when adjacent to residential districts).

   B. Maximum lot coverage: 80%

b. MF-2 Multiple-Family Residential - High Density

1. Maximum height: 65 feet (4-story)

2. Maximum number of units: 600

3. Maximum lot coverage: 80%

4. Parking regulations:

   A. 1 space / Studio & 1 bedroom units

   B. 2 spaces / 2 or more bedroom units

   C. 0.25 spaces for visitors / unit

5. A twenty-six (26) foot fire lane shall be required adjacent to any building exceeding three stories.

6. Screening fence: Border fencing of masonry construction shall be owned and maintained by the multi-family development and shall consist of either of the following:

   A. Masonry border fence of not less than six feet in height; and/or

   B. An ornamental metal fence of not less than six feet in height, 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 40-foot centers. The vegetative screen may be planted within any required landscape buffer and be in addition to those buffer/screening requirements.

7. Refuse Facilities: Trash compactors shall be permitted as an alternative to individual refuse facility locations. Trash compactor facilities shall be internal to buildings or screened from view on three sides by a masonry wall not less than seven feet nor more than eight feet in height. Solid metal gates of an equal height to the enclosure height must be provided on the truck collection side of the enclosure.

8. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.

9. A covered entry area shall be designed at the main entry to each building.

10. 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.

11. 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:

    A. Articulation of building façade.

    B. Extensions to the building through bay or box windows, and other similar features projecting out from the façade.

    C. A horizontal change in building materials between stories of a building.

    D. Variation in building materials between vertical intervals.

    E. Variations in window placement.

    F. Architectural features such as shutters, awnings, balconies, verandas, railings, dormers, chimneys, decorative moldings or ornamental details.

    G. Roof height, pitch, ridgelines, and materials shall be varied to create visual interest and avoid repetition.

c. SF-60 Single-Family Residence:

1. Minimum rear yard setback: 20 feet

2. Minimum Lot Width: Fifty (50) feet at building setback; Forty-five (45) feet at cul-de-sac or elbow.

3. Minimum lot depth: One Hundred and Twenty (120) feet; One hundred and ten (110) feet for lots on Cul-de-sac or street elbows.

4. Fences:

    A. Masonry walls shall be required for rear yards of any residential lot adjacent to H.O.A. lots running parallel to major and minor collector roadways. All masonry walls shall be maintained by the single-family H.O.A. association.

B. 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. Fencing is 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 c.4.C below and are to be owned and maintained by the individual lot owners.

C. 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, interior: 5 feet

2. Minimum rear yard setback: 20 feet

3. Minimum lot depth: One Hundred and Twenty (120) feet; One hundred and ten (110) feet for lots on Cul-de-sac or street elbows.

4. Fences:

A. Masonry walls shall be required for rear yards of any residential lot adjacent to H.O.A. lots running parallel to major and minor collector roadways. All masonry walls shall be maintained by the single-family H.O.A. association.

B. 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.4.C below and are to be owned and maintained by the individual lot owners.

C. 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. 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 2).

1. Construction of a private lagoon with public access containing a minimum surface area of 1.75 acres. The private lagoon area shall also include a private amenity center with associated improvement. The private lagoon, amenity center, and associated improvements shall be constructed in general conformance with the conceptual rendering shown on Exhibit 3. The private lagoon and amenity center will be owned and maintained by the developer or its assigns.

2. Dedication of the linear green belt located in the northern portion of the development for the purpose of a Neighborhood Park and 10-foot wide golf cart, hike and bike trail connection subject to review by the city's parks advisory board and approval by the City Council prior to Preliminary Plat approval.

3. The construction of 10' golf cart, hike and bike trails.

    A. The City of Anna will be responsible for maintaining the following.

        i. Golf cart, hike and bike trails that are constructed within or within proximity to the R.O.W. of Ferguson Parkway and CR 371(Mantua Road) in lieu of the required 5' sidewalk; and

        ii. Golf cart, kike and bike trails that are constructed within dedicated Neighborhood Parks.

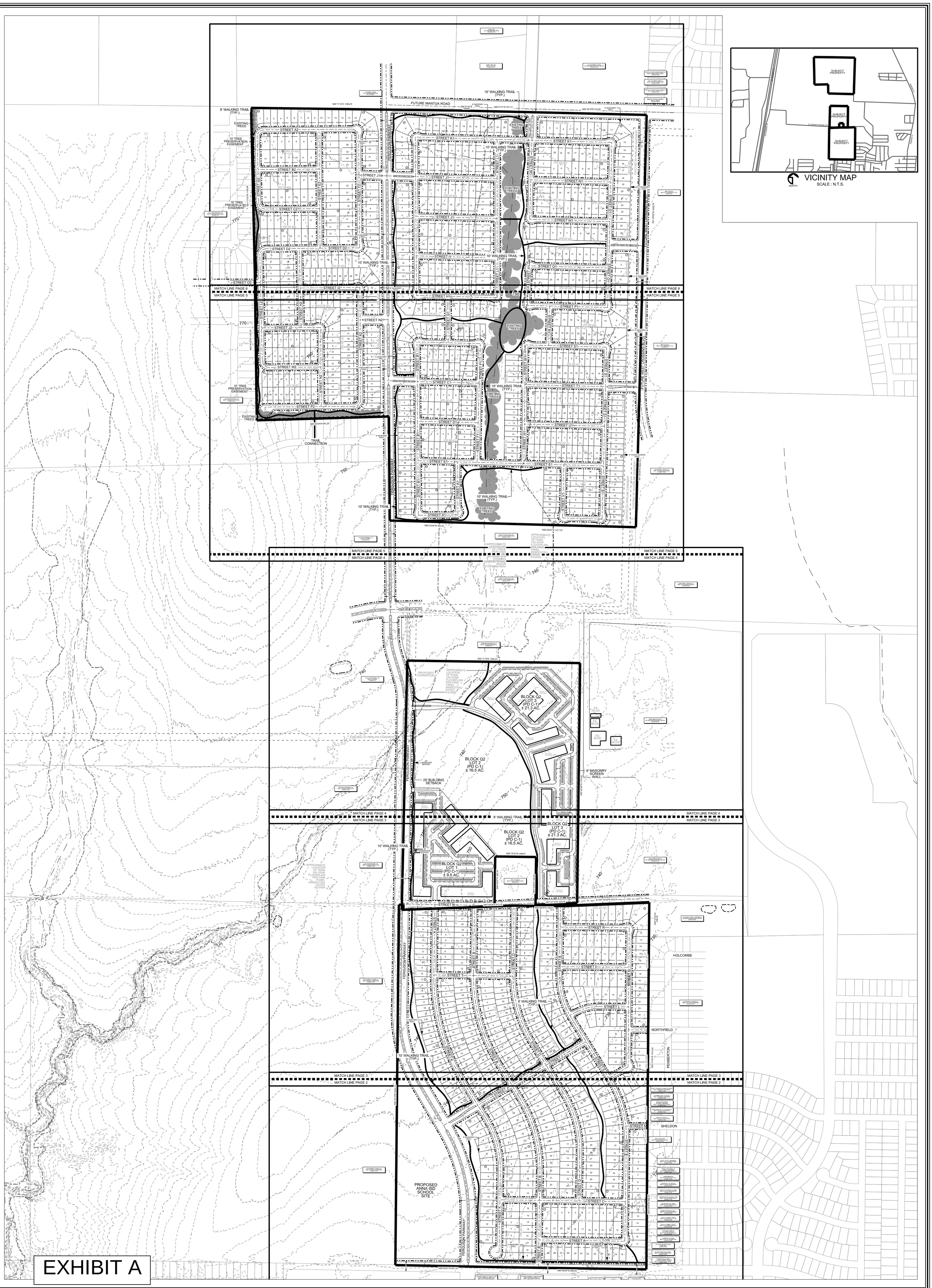
f. Prior to final plat approval the applicant may enter into a Roadway, Water and Sewer Impact Fee Credit Agreement with the City of Anna. The impact fees from the development shall be used to fund capital improvements shown on the city's capital improvement plan needed to serve the development and surrounding areas.

g. To prohibit indiscriminate clear cutting the applicant has agreed to preserve the existing tree line located on portions of the northwestern 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.

h. 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.

i. Governance Association: Building permits for development within the planned development district shall not be accepted or approved until a property owner's governance association is established. The association shall be responsible for maintaining all common property, improvements, and amenities within the district. It shall have power sufficient to assess and collect dues and charges as required to perform its responsibilities. It may have additional powers to administer other programs, including but not limited to, security, promotion and marketing and entertainment. A Municipal Management district or Public Improvement district created in conformance with the Texas Local Government Code may be created to satisfy this requirement. A Reciprocal Easement Agreement (REA) allowing shared parking arrangements, public access to

sidewalks, and to other amenities shall also be required and incorporated in the governance documents, but the REA may be deferred until a plan for common areas and amenities is submitted.



PROJECT NO.	MEG20002
FILE PATH	J:\JOB\MEG20002\ENT\ZONING
DRAWN BY	MRB
REVIEWED BY	DAK
DATE	NOVEMBER 4, 2020

DATE	REVISIONS
NOV 23, 2020	ADDRESSING 1ST & 2ND SUBMITTAL COMMENTS
NOV 24, 2020	ADDRESSING 3RD SUBMITTAL COMMENTS

NORTH

0 300' 600' 900'

GRAPHIC SCALE

OWNERS

OAKWOOD VILLAGE APARTMENTS INC
84 OVERLOOK PL
RYE, NY 10580-3345

KAYASA HOLDINGS LLC
84 OVERLOOK PL
RYE, NY 10580-3345

JY & KC LLC
2708 AMHERST AVE
DALLAS, TX 75225-7901

KIM YOUNG & TIM MUELLER
84 OVERLOOK PL
RYE, NY 10580-3345

REPRESENTATIVE CONTACT:
ZACH IPOUR
972-339-0159

DEVELOPER

MEGATEL HOMES
2701 CEDAR SPRINGS ROAD
SUITE 700
DALLAS, TX 75201

CONTACT: ZACH IPOUR

PLANNER / ENGINEER

PELOTON
LAND SOLUTIONS
11000 FRISCO STREET
SUITE 400
FRISCO, TEXAS 75033
PHONE: 469-213-1800
CONTACT: DAVID KALHOEFER

CONCEPT PLAN FOR ANACAPRI

EXISTING 'PD-R' & 'AG' ZONING

CONTAINING:

1X, 1-36, BLK A; LOTS 1-22, BLK B; LOTS 1X,1-42, BLK C; LOTS 1X, LOTS 1-22, BLK D; LOTS 1X, 1-45, BLK E; LOTS 1-25, BLK F; LOTS 1X, 1-10, BLK G; LOTS 1X, 1-15, BLK H; LOTS 1-12, BLK J; LOTS 1X, 1-41, BLK K; LOTS 1X, 1-34, BLK L; LOTS 1X, 1-27, BLK M; LOTS 1X, 1-18, BLK N; LOTS 1X, 1-29, BLK P; LOTS 1-16, BLK R; LOTS 1X, 1-16, BLK S; LOTS 1-22, BLK U; LOTS 1X, 1-33, BLK V; LOTS 1X, 120, BLK A1; LOTS 1-20, BLK B1; LOTS 1X, 1-7, BLK C1; LOTS 1X, 1-22, BLK D1; LOTS 1-20, BLK E1; LOTS 1-20, BLK F1; LOTS 1-20, BLK G1; LOTS 1X, 1-12, BLK H1; LOTS 1X, 1-6, BLK J1; LOTS 1-18, BLK K1; LOTS 1-18, BLK L1; LOTS 1-16, BLK M1; LOTS 1X, 1-23, BLK N1; LOTS 1X, 1-26 BLK O1; LOTS 1-20, BLK R1; LOTS 1-20, BLK S1; LOTS 1X, 1-23, BLK T1; LOTS 1-20, BLK U1; LOTS 1X, 1-34, BLK V1; LOTS 1-26, BLK W1; LOTS 1-26, BLK X1; LOTS 1-26, BLK Y1; LOTS 1X, 1-34, BLK Z1; LOTS 1-16, BLK A2; LOTS 1-18, BLK B2; LOTS 1-19, BLK C2; LOTS 1X, 1-22, BLK D2; LOTS 1-14, BLK E2; LOTS 1-27, BLK F2; LOTS 1X, 1-36, BLK G2; LOTS 1-14, BLK H2; LOTS 1X, 1-16, BLK J2; LOTS 1-24, BLK K2; LOTS 1-41, BLK L2; LOTS 1-18, BLK M2; LOTS 1-20, BLK N2; LOTS 1X, 1-15, BLK P2; LOTS 1-3, BLK Q2;

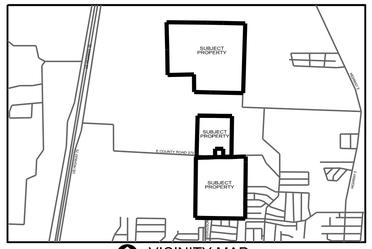
BEING A 341.11 ACRE TRACT OF LAND LOCATED IN THE F.T. DAFFAU SURVEY, A-0288; MARTIN MOORE SURVEY, A-0649; S.E. ROBERTS SURVEY, A-0786; SITUATED IN CITY OF ANNA, COLLIN COUNTY, TEXAS

NOVEMBER 4, 2020

PAGE 1 OF 6

MATCH LINE PAGE 3

MATCH LINE PAGE 2



VICINITY MAP
NORTH
SCALE : N.T.S.

SITE INFORMATION

ZONING:	PD-MU
LAND USE:	SINGLE FAMILY, MULTI-FAMILY, & COMMERCIAL
LOT AREA:	14,858,751.6 SQ. FT. / 341.111 ACRES

SINGLE-FAMILY

SF-Z		SF-60	
MIN. LOT WIDTH:	40'	MIN. LOT WIDTH:	50'
MIN. LOT DEPTH:	100'	MIN. LOT DEPTH:	120'
TOTAL NUMBER OF LOTS:	588	TOTAL NUMBER OF LOTS:	651

MULTI-FAMILY TRACT

BUILDING INFORMATION

BUILDING 1	3 STORIES/50 UNITS	BUILDING 7	3 STORIES/50 UNITS
BUILDING 2	3 STORIES/50 UNITS	BUILDING 8	3 STORIES/50 UNITS
BUILDING 3	3 STORIES/50 UNITS	BUILDING 9	3 STORIES/50 UNITS
BUILDING 4	3 STORIES/50 UNITS	BUILDING 10	3 STORIES/50 UNITS
BUILDING 5	3 STORIES/50 UNITS	BUILDING 11	3 STORIES/50 UNITS
BUILDING 6	3 STORIES/50 UNITS	BUILDING 12	3 STORIES/50 UNITS

TOTAL # UNITS: 600

BUILDING HEIGHT:	3 STORIES MAX.
BUILDING HEIGHT:	45' MAX.
MULTIFAMILY UNITS	600

PARKING:

REQUIRED:	1200 SPACES
PROVIDED:	1228 SPACES

LEGEND

BOUNDARY LINE
EXISTING PARCEL LINE
PROPOSED LOT LINE
MAJOR TOPOGRAPHY
MINOR TOPOGRAPHY
FEMA 100-YEAR FLOODPLAIN
EXISTING EASEMENT
PROPOSED SETBACK
PROPOSED STREET CENTERLINE
PROPOSED EDGE OF PAVEMENT
PROPOSED R.O.W
APPROX. CENTERLINE OF CREEK
PROPOSED FIRE LANE
PROPOSED BUILDING LOCATION
PROPOSED TRASH COMPACTOR
ZONING BOUNDARY
APPROX. GARAGE LIMITS
6' MASONRY SCREENING WALL
8' HIKE & BIKE TRAIL
10' HIKE & BIKE TRAIL

BLOOMFIELD HOMES LP
INST # 20200117000076380
ZONED PD-R

PROPOSED ANNA ISD SCHOOL SITE

N00°33'18"E 2640.14

6' MASONRY WALL

FERGUSON PARKWAY

STREET J
STREET K
STREET B
STREET D
STREET C
STREET A
STREET M
STREET E

(PD SF-60)

740

720

S00°24'40"W 868.25

N88°53'01"W 851.70

N89°08'54"W 988.59

HUNT THOMAS JEROME & DEBRA
INST # 20200811001299440
ZONED PD-R

DOWNING SETH & ASHLEY
INST # 20200501000638250
ZONED PD-R

MAULSBY NATHAN & ERICA OLIVAREZ
INST # 20190815001005080
ZONED PD-R

PETIT MICHAEL S JR & MARTHA
INST # 20191101001387630
ZONED PD-R

BEWLEY TRACY K
INST # 20181231001578810
ZONED PD-R

SHELDON

BUSH GREGORY
INST # 20191223001633840
ZONED PD-R

LACEY SCOTT WILLIAM &
INST # 20171002001319620
ZONED PD-R

RAMEY MATTHEW L & SONIA L MARTINEZ
INST # 20200903001480840
ZONED PD-R

WEBB MIRANDA
INST # 20181227001741510
ZONED PD-R

HAMM KELLYE RENE &
INST # 20185415001402070
ZONED PD-R

MUNYER GEORGE & ALICIA
INST # 20170330000404330
ZONED PD-R

MCREYNOLDS GLENDA LYNN
INST # 20171201900790300
ZONED PD-R

GILPIN MICHAEL REED
INST # 20171215001654540
ZONED PD-R

ADDISON-NEEDLES JILL L
INST # 20170530000689790
ZONED PD-R

SCULLY FAMILY TRUST
INST # 20180913001151780
ZONED PD-R

SCULLY FAMILY TRUST
INST # 20190930000944400
ZONED PD-R

FORTUNE CHARLES & LAUREN ASHLEY
INST # 20170109000030870
ZONED PD-R

HUBBARD JO ANNE
INST # 20170710000897000
ZONED PD-R

NO DEED INFORMATION AVAILABLE
ZONED PD-R

OCHOA ALICE M & DAVID A
INST # 20170526000801420
ZONED PD-R

CUNNINGHAM KALEIGH ANN & JEREMY STUART
INST # 20200722001146200
ZONED PD-R

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD
INST # 20170630010003230
ZONED PD-R

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD
INST # 20170630010003230
ZONED PD-R

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD
INST # 20170630010003230
ZONED PD-R

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD
INST # 20190514000736900
ZONED PD-R

RIDER CHARLES JEFFREY JR
INST # 20200729001290970
ZONED PD-R

ZHANG LI
INST # 20200729001043760
ZONED PD-R

FLETCHER STEVEN
INST # 20201209001312080
ZONED PD-R

YUSHEI DAVID L
INST # 20200729001043920
ZONED PD-R

EXHIBIT A

PROJECT NO.	MEG20002
FILE PATH	J:\JOB\ MEG20002\ENT\ZONING\CONCEPT PLAN
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REVIEWED BY	DAK
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DATE	REVISIONS
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NOV 24, 2020	ADDRESSING 3RD SUBMITTAL COMMENTS

NORTH

0 100' 200' 300'

GRAPHIC SCALE

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RYE, NY 10580-3345

KAYASA HOLDINGS LLC
84 OVERLOOK PL
RYE, NY 10580-3345

JY & KC LLC
2708 AMHERST AVE
DALLAS, TX 75225-7901

KIM YOUNG & THIM MUELLER
84 OVERLOOK PL
RYE, NY 10580-3345

REPRESENTATIVE CONTACT:
ZACH IPOUR
972-339-0159

DEVELOPER

MEGATEL HOMES
2701 CEDAR SPRINGS ROAD
SUITE 700
DALLAS, TX 75201

CONTACT: ZACH IPOUR

PLANNER / ENGINEER

PELOTON
LAND SOLUTIONS
11000 FRISCO STREET
SUITE 400
FRISCO, TEXAS 75033
PHONE: 469-213-1800
CONTACT: DAVID KALHOEFER

CONCEPT PLAN FOR
ANACAPRI
EXISTING 'PD-R' & 'AG' ZONING
CONTAINING:

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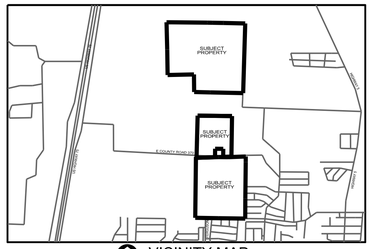
NOVEMBER 4, 2020
PAGE 2 OF 6

MATCH LINE PAGE 4
MATCH LINE PAGE 3



VICINITY MAP
SCALE : N.T.S.

SITE INFORMATION

ZONING:	PD-MU
LAND USE:	SINGLE FAMILY, MULTI-FAMILY, & COMMERCIAL
LOT AREA:	14,858,751.6 SQ. FT. / 341.111 ACRES

SINGLE-FAMILY

SF-Z		SF-60	
MIN. LOT WIDTH:	40'	MIN. LOT WIDTH:	50'
MIN. LOT DEPTH:	100'	MIN. LOT DEPTH:	120'
TOTAL NUMBER OF LOTS:	588	TOTAL NUMBER OF LOTS:	651

MULTI-FAMILY TRACT

BUILDING INFORMATION

BUILDING 1	3 STORIES/50 UNITS	BUILDING 7	3 STORIES/50 UNITS
BUILDING 2	3 STORIES/50 UNITS	BUILDING 8	3 STORIES/50 UNITS
BUILDING 3	3 STORIES/50 UNITS	BUILDING 9	3 STORIES/50 UNITS
BUILDING 4	3 STORIES/50 UNITS	BUILDING 10	3 STORIES/50 UNITS
BUILDING 5	3 STORIES/50 UNITS	BUILDING 11	3 STORIES/50 UNITS
BUILDING 6	3 STORIES/50 UNITS	BUILDING 12	3 STORIES/50 UNITS

TOTAL # UNITS: 600

BUILDING HEIGHT:	3 STORIES MAX.
BUILDING HEIGHT:	45' MAX.
MULTIFAMILY UNITS	600

PARKING:

REQUIRED:	1200 SPACES
PROVIDED:	1228 SPACES

LEGEND

BOUNDARY LINE
MAJOR TOPOGRAPHY
EXISTING EASEMENT
PROPOSED EDGE OF PAVEMENT
PROPOSED FIRE LANE
ZONING BOUNDARY
8' HIKE & BIKE TRAIL
EXISTING PARCEL LINE
MINOR TOPOGRAPHY
PROPOSED SETBACK
PROPOSED R.O.W
PROPOSED BUILDING LOCATION
APPROX. GARAGE LIMITS
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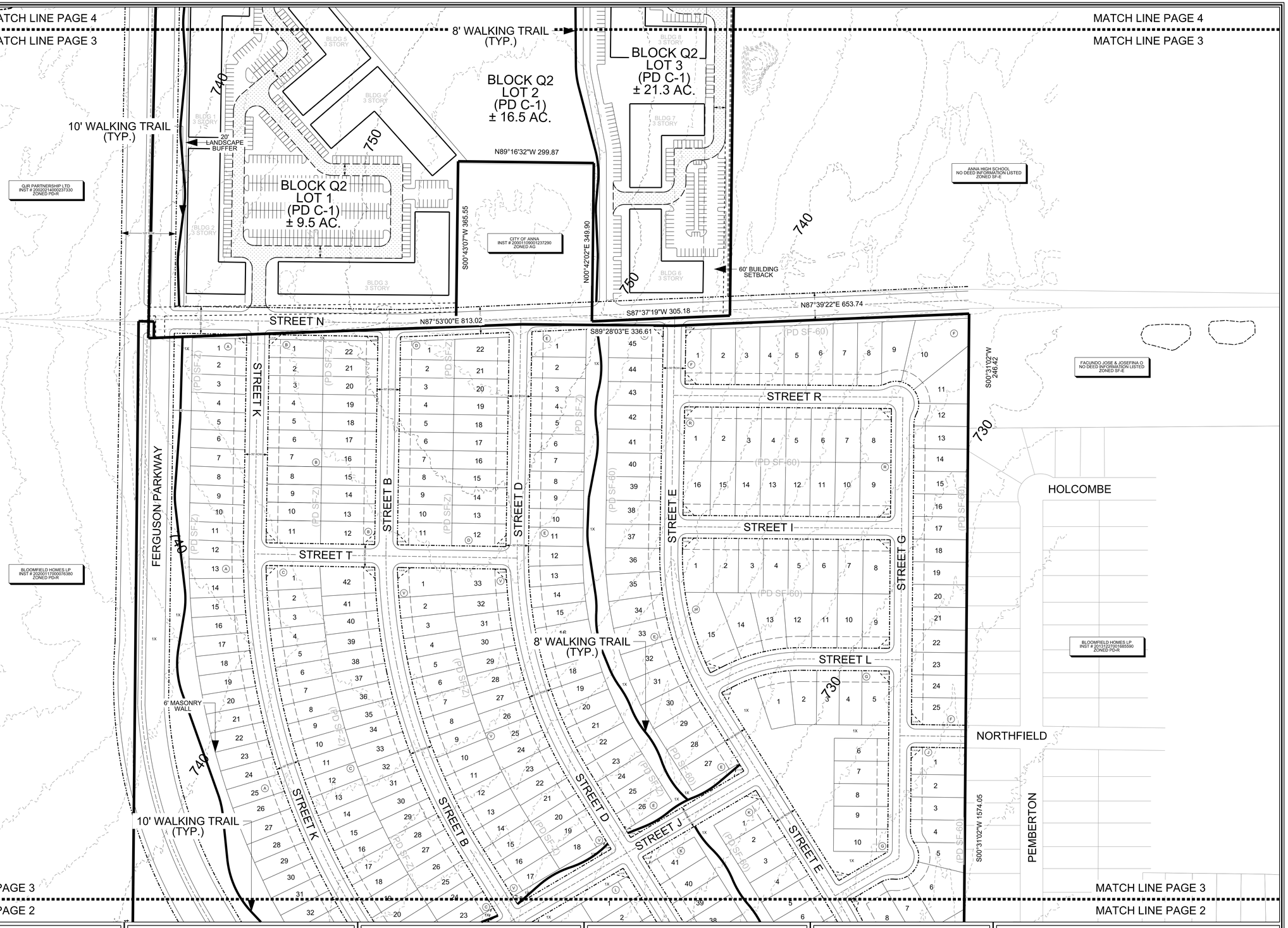
FEMA 100-YEAR FLOODPLAIN
PROPOSED STREET CENTERLINE
APPROX. CENTERLINE OF CREEK
PROPOSED TRASH COMPACTOR
6' MASONRY SCREENING WALL



MATCH LINE PAGE 3
MATCH LINE PAGE 2

EXHIBIT A

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REVIEWED BY	DAK
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0 100' 200' 300'
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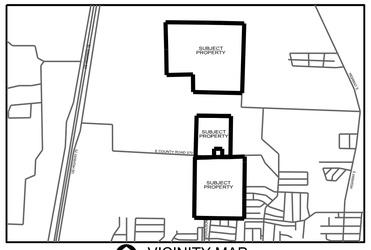

VICINITY MAP
SCALE : N.T.S.

SITE INFORMATION

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LOT AREA:	14,858,751.6 SQ. FT. / 341.111 ACRES

SINGLE-FAMILY

SF-Z		SF-60	
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MIN. LOT DEPTH:	100'	MIN. LOT DEPTH:	120'
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MULTI-FAMILY TRACT

BUILDING INFORMATION

BUILDING 1	3 STORIES/50 UNITS	BUILDING 7	3 STORIES/50 UNITS
BUILDING 2	3 STORIES/50 UNITS	BUILDING 8	3 STORIES/50 UNITS
BUILDING 3	3 STORIES/50 UNITS	BUILDING 9	3 STORIES/50 UNITS
BUILDING 4	3 STORIES/50 UNITS	BUILDING 10	3 STORIES/50 UNITS
BUILDING 5	3 STORIES/50 UNITS	BUILDING 11	3 STORIES/50 UNITS
BUILDING 6	3 STORIES/50 UNITS	BUILDING 12	3 STORIES/50 UNITS

TOTAL # UNITS: 600

BUILDING HEIGHT:	3 STORIES MAX.
BUILDING HEIGHT:	45' MAX.
MULTIFAMILY UNITS	600

PARKING:

REQUIRED:	1200 SPACES
PROVIDED:	1228 SPACES

LEGEND

BOUNDARY LINE
EXISTING PARCEL LINE
PROPOSED LOT LINE
MAJOR TOPOGRAPHY
MINOR TOPOGRAPHY
FEMA 100-YEAR FLOODPLAIN
EXISTING EASEMENT
PROPOSED SETBACK
PROPOSED STREET CENTERLINE
PROPOSED EDGE OF PAVEMENT
PROPOSED R.O.W
APPROX. CENTERLINE OF CREEK
PROPOSED FIRE LANE
PROPOSED BUILDING LOCATION
PROPOSED TRASH COMPACTOR
ZONING BOUNDARY
APPROX. GARAGE LIMITS
6' MASONRY SCREENING WALL
8' HIKE & BIKE TRAIL
10' HIKE & BIKE TRAIL

OF CREEK PER USGS 100 INFORMATION (PENDING JURISDICTIONAL WATER DETERMINATION)

PANEL 48085C0155J DATED 6/2/2009

ANNA TEXAS LAND LTD
INST # 20140718000750570
ZONED PD-R

LGI HOMES - TEXAS LLC
INST # 20190820001009780
ZONED PD-R

EXISTING 50' PIPELINE EASEMENT

JONIC INVESTMENTS LLC
INST # 20150605000666010
ZONED AG

S89°11'16"E 1266.20

LHJH PROPERTIES LTD
INST # 1424640
ZONED AG

PROPOSED COMMERCIAL

APPROXIMATE LOCATION OF FEMA 100-YEAR FLOODPLAIN PER FIRM PANEL 48085C0155J DATED 6/2/2009

BLOCK Q2
LOT 3
(PD C-1)
± 21.3 AC.

BLDG 12 3 STORY
BLDG 11 3 STORY
BLDG 10 3 STORY
BLDG 9 3 STORY
TRASH COMPACTOR
BLDG 8 3 STORY
BLDG 1 3 STORY

60' BUILDING SETBACK

EX. BLDG
EX. BLDG
EX. BLDG
EX. BLDG

ANNA HIGH SCHOOL
NO DEED INFORMATION LISTED
ZONED SF-E

740
740
730
750

FERGUSON PARKWAY

20' LANDSCAPE BUFFER

BLOCK Q2
LOT 2
(PD C-1)
± 16.5 AC.

25' BUILDING SETBACK

6' MASONRY SCREEN WALL

N1°16'12"E 1825.73

S00°42'28"W 1757.83

QJR PARTNERSHIP LTD
INST # 20020214000237330
ZONED PD-R

8' WALKING TRAIL (TYP.)

MATCH LINE PAGE 4

MATCH LINE PAGE 3

MATCH LINE PAGE 4

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NOVEMBER 4, 2020
PAGE 4 OF 6

MATCH LINE PAGE 6

MATCH LINE PAGE 5

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MATCH LINE PAGE 5

STREET I2

STREET H2

STREET L2

STREET J2

STREET M2

STREET N2

STREET K2

STREET H1

STREET G1

STREET B1

STREET C1

STREET D1

STREET E1

STREET A1

STREET F1

STREET P1

STREET R1

STREET S1

STREET W1

STREET T1

STREET U1

STREET V1

STREET P2

6' MASONRY WALL

EXISTING TREES

10' WALKING TRAIL (TYP.)

10' TREE PRESERVATION EASEMENT

FERGUSON PARKWAY

FUTURE WEST CROSSING BLVD

6' WOOD SCREEN WALL

EXISTING 50' PIPELINE EASEMENT

EXISTING 30' WATERLINE EASEMENT

N00°46'25"W 1103.04

S88°20'59"W 967.26

N00°34'35"W 762.23

S01°29'28"W 3020.79

N88°24'04"W 592.30

N88°29'00"W 1211.97

770

760

750

LHJH PROPERTIES LTD
INST # 2006102007424640
ZONED AG

LHJH PROPERTIES LTD
INST # 1424640
ZONED AG

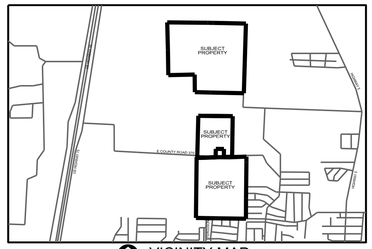
KIM YOUNG &
INST # 20170908000747130
ZONED AG

LGI HOMES - TEXAS LLC
INST # 20190820001009780
ZONED PD-R

ANNA TEXAS LAND LTD
INST # 20140718000750370
ZONED PD-R

APPROXIMATE CENTERLINE OF CREEK PER USGS QUAD INFORMATION (PENDING

APPROXIMATE LOCATION OF FEMA 100-YEAR FLOODPLAIN PER FIRM PANEL 48085C0155J DATED 6/2/2009



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SCALE : N.T.S.

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BUILDING 4	3 STORIES/50 UNITS	BUILDING 10	3 STORIES/50 UNITS
BUILDING 5	3 STORIES/50 UNITS	BUILDING 11	3 STORIES/50 UNITS
BUILDING 6	3 STORIES/50 UNITS	BUILDING 12	3 STORIES/50 UNITS

TOTAL # UNITS: 600

BUILDING HEIGHT:	3 STORIES MAX.
BUILDING HEIGHT:	45' MAX.
MULTIFAMILY UNITS	600

PARKING:

REQUIRED:	1200 SPACES
PROVIDED:	1228 SPACES

LEGEND

BOUNDARY LINE
EXISTING PARCEL LINE
PROPOSED LOT LINE
MAJOR TOPOGRAPHY
MINOR TOPOGRAPHY
FEMA 100-YEAR FLOODPLAIN
EXISTING EASEMENT
PROPOSED SETBACK
PROPOSED STREET CENTERLINE
PROPOSED EDGE OF PAVEMENT
PROPOSED R.O.W
APPROX. CENTERLINE OF CREEK
PROPOSED FIRE LANE
PROPOSED BUILDING LOCATION
PROPOSED TRASH COMPACTOR
ZONING BOUNDARY
APPROX. GARAGE LIMITS
6' MASONRY SCREENING WALL
8' HIKE & BIKE TRAIL
10' HIKE & BIKE TRAIL

EXHIBIT A

PROJECT NO.	MEG20002
FILE PATH	J:JOB\ MEG20002\ENT\ZONING\CONCEPT PLAN
DRAWN BY	MRB
REVIEWED BY	DAK
DATE	NOVEMBER 4, 2020

DATE	REVISIONS
NOV 23, 2020	ADDRESSING 1ST & 2ND SUBMITTAL COMMENTS
NOV 24, 2020	ADDRESSING 3RD SUBMITTAL COMMENTS

NORTH

0 100' 200' 300'

GRAPHIC SCALE

OWNERS

OAKWOOD VILLAGE APARTMENTS INC
84 OVERLOOK PL
RYE, NY 10580-3345

KAYASA HOLDINGS LLC
84 OVERLOOK PL
RYE, NY 10580-3345

JY & KC LLC
2708 AMHERST AVE
DALLAS, TX 75225-7901

KIM YOUNG & TIM MUELLER
84 OVERLOOK PL
RYE, NY 10580-3345

REPRESENTATIVE CONTACT:
ZACH IPOUR
972-339-0159

DEVELOPER

MEGATEL HOMES
2701 CEDAR SPRINGS ROAD
SUITE 700
DALLAS, TX 75201

CONTACT: ZACH IPOUR

PLANNER / ENGINEER

PELOTON LAND SOLUTIONS
11000 FRISCO STREET
SUITE 400
FRISCO, TEXAS 75033
PHONE: 469-213-1800
CONTACT: DAVID KALHOEFER

CONCEPT PLAN FOR

ANACAPRI

EXISTING 'PD-R' & 'AG' ZONING

CONTAINING:
1X, 1-36, BLK A; LOTS 1-22, BLK B; LOTS 1X,1-42, BLK C; LOTS 1X, LOTS 1-22, BLK D; LOTS 1X, 1-45, BLK E; LOTS 1-25, BLK F; LOTS 1X, 1-10, BLK G; LOTS 1X, 1-15, BLK H; LOTS 1-12, BLK J; LOTS 1-14, BLK K; LOTS 1-41, BLK L; LOTS 1X, 1-34, BLK C; LOTS 1X, 1-27, BLK M; LOTS 1X, 1-18, BLK N; LOTS 1X, 1-29, BLK P; LOTS 1-16, BLK Q; LOTS 1X, 1-20, BLK R; LOTS 1-20, BLK S; LOTS 1X, 1-20, BLK T; LOTS 1-20, BLK U; LOTS 1X, 1-34, BLK V; LOTS 1-28, BLK W; LOTS 1-28, BLK X; LOTS 1-20, BLK Y; LOTS 1-20, BLK Z; LOTS 1-20, BLK A1; LOTS 1-20, BLK B1; LOTS 1X, 1-23, BLK C1; LOTS 1-20, BLK D1; LOTS 1X, 1-18, BLK E1; LOTS 1-18, BLK F1; LOTS 1-20, BLK G1; LOTS 1-20, BLK H1; LOTS 1-20, BLK I1; LOTS 1-16, BLK M1; LOTS 1X, 1-23, BLK N1; LOTS 1X, 1-26 BLK Q1; LOTS 1-20, BLK R1; LOTS 1-20, BLK S1; LOTS 1X, 1-23, BLK T1; LOTS 1-20, BLK U1; LOTS 1X, 1-34, BLK V1; LOTS 1-28, BLK W1; LOTS 1-28, BLK X1; LOTS 1-28, BLK Y1; LOTS 1X, 1-34, BLK Z1; LOTS 1-18, BLK A2; LOTS 1-18, BLK B2; LOTS 1-18, BLK C2; LOTS 1X, 1-22, BLK D2; LOTS 1-14, BLK E2; LOTS 1-27, BLK F2; LOTS 1X, 1-36, BLK G2; LOTS 1-14, BLK H2; LOTS 1X, 1-16, BLK J2; LOTS 1-24, BLK K2; LOTS 1-41, BLK L2; LOTS 1-18, BLK M2; LOTS 1-20, BLK N2; LOTS 1X, 1-15, BLK P2; LOTS 1-3, BLK Q2;

BEING A 341.11 ACRE TRACT OF LAND LOCATED
IN THE F.T. DAFFAU SURVEY, A-0288; MARTIN MOORE SURVEY, A-0649; S.E. ROBERTS SURVEY, A-0786;
SITUATED IN CITY OF ANNA, COLLIN COUNTY, TEXAS
NOVEMBER 4, 2020
PAGE 5 OF 6

MATCH LINE PAGE 5

MATCH LINE PAGE 4

VICINITY MAP
SCALE : N.T.S.

SITE INFORMATION

ZONING:	PD-MU
LAND USE:	SINGLE FAMILY, MULTI-FAMILY, & COMMERCIAL
LOT AREA:	14,858,751.6 SQ. FT. / 341.111 ACRES

SINGLE-FAMILY

SF-Z		SF-60	
MIN. LOT WIDTH:	40'	MIN. LOT WIDTH:	50'
MIN. LOT DEPTH:	100'	MIN. LOT DEPTH:	120'
TOTAL NUMBER OF LOTS:	588	TOTAL NUMBER OF LOTS:	651

MULTI-FAMILY TRACT

BUILDING INFORMATION

BUILDING 1	3 STORIES/67 UNITS	BUILDING 7	3 STORIES/67 UNITS
BUILDING 2	3 STORIES/67 UNITS	BUILDING 8	3 STORIES/67 UNITS
BUILDING 3	3 STORIES/67 UNITS	BUILDING 9	3 STORIES/67 UNITS
BUILDING 4	3 STORIES/67 UNITS	BUILDING 10	3 STORIES/67 UNITS
BUILDING 5	3 STORIES/67 UNITS	BUILDING 11	3 STORIES/50 UNITS
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BUILDING HEIGHT:	45' MAX.
MULTIFAMILY UNITS	600

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REQUIRED:	1200 SPACES
PROVIDED:	1228 SPACES

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EXISTING EASEMENT · PROPOSED SETBACK · PROPOSED STREET CENTERLINE
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PROPOSED FIRE LANE · PROPOSED BUILDING LOCATION · PROPOSED TRASH COMPACTOR
ZONING BOUNDARY · APPROX. GARAGE LIMITS · 6' MASONRY SCREENING WALL
8' HIKE & BIKE TRAIL · 10' HIKE & BIKE TRAIL

ANNA, ISD
NO DEED INFORMATION
ZONED SF-E

ANNA, CITY OF
INST # 1083120
ZONED SF-E

COX HOWARD J ETAL
NO DEED INFORMATION LISTED
ZONED SF-E

SFR JV-1 2020-1 BORROWER LLC
INST # 20200723001159600
ZONED PD-R

KELLEY-SMITH ANITA Y
INST # 20120718000872390
ZONED PD-R

BARRETT STEPHEN BLAKE & REBECCA
INST # 20171130015071 10
ZONED PD-R

MIRELES TOMAS & MARIA L
INST # 1389310
ZONED PD-R

COLLINS, LAURA
NO DEED INFORMATION
NOT ZONED

KIM YOUNG &
INST # 20170908000747130
ZONED AG

JH PROPERTIES LTD
20081003057424640
ZONED AG

S89°17'12"E 1496.79

FUTURE MANTUA ROAD

S88°41'41"E 189.96

S88°41'41"E 401.13

S88°38'16"E 810.84

8' WALKING TRAIL (TYP.)

10' WALKING TRAIL (TYP.)

6' MASONRY WALL

EXISTING TREES

10' TREE PRESERVATION EASEMENT

FERGUSON PARKWAY

EXISTING 50' PIPELINE EASEMENT

FUTURE WEST CROSSING BLVD

N01°17'03"W 1185.56

S01°29'28"W 3020.79

770

760

750

STREET A2
STREET B2
STREET C2
STREET D2
STREET E2
STREET F2
STREET G2
STREET I2
STREET J1
STREET K1
STREET L1
STREET M1
STREET N1
STREET O1
STREET O2
STREET Q1
STREET X1
STREET H1
STREET I1

(PD SF-60)
(PD SF-Z)

MATCH LINE PAGE 6

MATCH LINE PAGE 5

EXHIBIT A

PROJECT NO.	MEG20002
FILE PATH	J:\JOB\ MEG20002\ENT\ZONING\CONCEPT PLAN
DRAWN BY	MRB
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CONTACT: DAVID KALHOEFER

CONCEPT PLAN FOR

ANACAPRI

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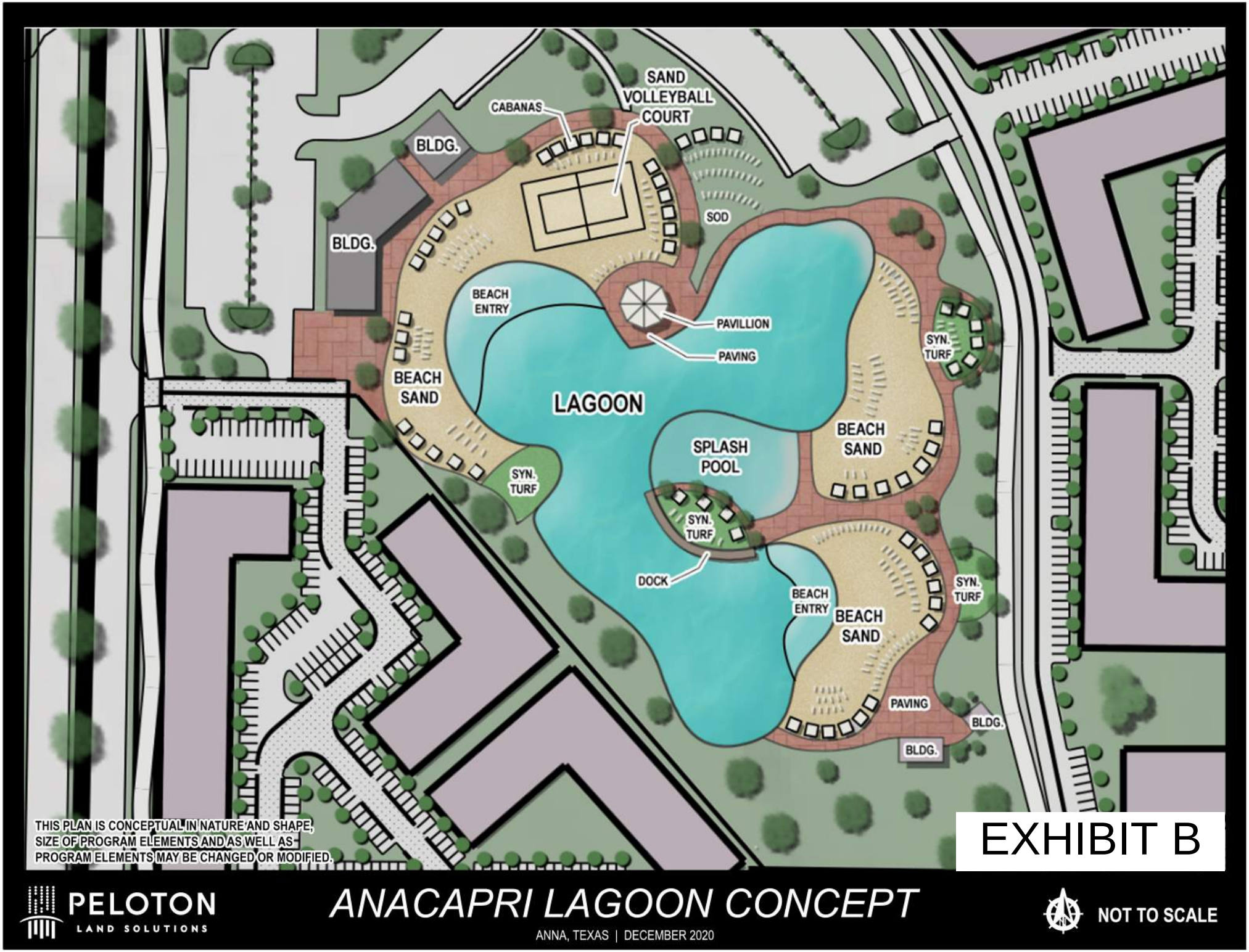
NOVEMBER 4, 2020
PAGE 6 OF 6


SAND VOLLEYBALL COURT
CABANAS
BLDG.
BLDG.
SOD
BEACH ENTRY
PAVILLION
PAVING
SYN. TURF
BEACH SAND
LAGOON
SPLASH POOL
BEACH SAND
SYN. TURF
SYN. TURF
DOCK
BEACH ENTRY
BEACH SAND
SYN. TURF
PAVING
BLDG.
BLDG.
THIS PLAN IS CONCEPTUAL IN NATURE AND SHAPE, SIZE OF PROGRAM ELEMENTS AND AS WELL AS PROGRAM ELEMENTS MAY BE CHANGED OR MODIFIED.
EXHIBIT B
PELOTON LAND SOLUTIONS
ANACAPRI LAGOON CONCEPT
ANNA, TEXAS | DECEMBER 2020
NOT TO SCALE

CITY OF ANNA, TEXAS
(Property rezoned under this ordinance consists of multiple tracts of land which are generally located on the east and west sides of future Ferguson Parkway, north of Hackberry Drive and south of CR 371 future Mantua Road)

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 on the east and west sides of future Ferguson Parkway, north of Hackberry Drive and south of Mantua Road from Agricultural (AG), Planned Development 507-2010, & Planned Development 285-2006 to Planned Development Mixed-Use on 341± acres. The planned development district will include the following zoning districts with modified development standards Restricted Commercial (C-1), Single Single-Family Residence-60 (SF-60), and Single-Family Residence - Zero lot line homes (SF-Z); 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 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.

1. The locations of the planned development zoning districts shall be in substantial conformance with the Concept Plan (Exhibit 2).

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), 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), and the Planning and Development Regulations except as otherwise specified herein. The locations of the proposed zoning districts shall be restricted to the areas identified on the approved Concept Plan (Exhibit 2).

a. C-1 Restricted Commercial:

1. Permitted Uses:

A. Multiple-Family Residence in accordance with the MF-2 Multiple-Family Residential - Hight Density zoning district, unless otherwise specified herein shall be permitted by right.

B. Swimming Pool (commercial & private).

C. Custom personal service shop.

D. Massage therapy facility.

E. Health club; gymnasium.

F. Restaurant without drive-in or drive through services.

G. Bakery and confectionery, commercial & retail sales.

H. Retail.

I. Temporary Parking Lot (gravel or asphalt).

J. Amusement (outdoor).

K. Amusement (indoor).

L. Farmers Market.

M. Park, Playground, or recreation center (private).

N. Food Trucks.

2. Definitions:

Farmer's Market: An area containing individual vendors who offer fruits, vegetables, herbs, spices, edible seeds, nuts, live plants, flowers, honey, and crafts for sale. This definition does not allow nor include the sale of any type of meat, fish, poultry, eggs, refrigerated dairy products, or home canned goods.

Food Truck: A motorized vehicle or trailer, equipped to prepare, cook, serve, and sell food and beverages. Frozen items such as ice cream and various other forms of pre-packaged food shall be permitted. May also be described as a Mobile Food Vendor.

3. Prohibited Uses

A. Automobile and related uses shall be prohibited, except parking lot/parking garage, automobile.

B. Transportation, utility, and communications uses shall be prohibited.

4. Area Regulations:

A. Front yard: 25 feet (20 feet along streets not identified as major thoroughfares and when adjacent to residential districts).

B. Maximum lot coverage: 80%

b. MF-2 Multiple-Family Residential - High Density

1. Maximum height: 65 feet (4-story)

2. Maximum number of units: 600

3. Maximum lot coverage: 80%

4. Parking regulations:

   A. 1 space / Studio & 1 bedroom units

   B. 2 spaces / 2 or more bedroom units

   C. 0.25 spaces for visitors / unit

5. A twenty-six (26) foot fire lane shall be required adjacent to any building exceeding three stories.

6. Screening fence: Border fencing of masonry construction shall be owned and maintained by the multi-family development and shall consist of either of the following:

   A. Masonry border fence of not less than six feet in height; and/or

   B. An ornamental metal fence of not less than six feet in height, 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 40-foot centers. The vegetative screen may be planted within any required landscape buffer and be in addition to those buffer/screening requirements.

7. Refuse Facilities: Trash compactors shall be permitted as an alternative to individual refuse facility locations. Trash compactor facilities shall be internal to buildings or screened from view on three sides by a masonry wall not less than seven feet nor more than eight feet in height. Solid metal gates of an equal height to the enclosure height must be provided on the truck collection side of the enclosure.

8. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.

9. A covered entry area shall be designed at the main entry to each building.

10. 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.

11. 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:

    A. Articulation of building façade.

    B. Extensions to the building through bay or box windows, and other similar features projecting out from the façade.

    C. A horizontal change in building materials between stories of a building.

D. Variation in building materials between vertical intervals.

E. Variations in window placement.

F. Architectural features such as shutters, awnings, balconies, verandas, railings, dormers, chimneys, decorative moldings or ornamental details.

G. Roof height, pitch, ridgelines, and materials shall be varied to create visual interest and avoid repetition.

c. SF-60 Single-Family Residence:

1. Minimum rear yard setback: 20 feet

2. Minimum Lot Width: Fifty (50) feet at building setback; Forty-five (45) feet at cul-de-sac or elbow.

3. Minimum lot depth: One Hundred and Twenty (120) feet; One hundred and ten (110) feet for lots on Cul-de-sac or street elbows.

4. Fences:

A. Masonry walls shall be required for rear yards of any residential lot adjacent to H.O.A. lots running parallel to major and minor collector roadways. All masonry walls shall be maintained by the single-family H.O.A. association.

B. 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. Fencing is 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 c.4.C below and are to be owned and maintained by the individual lot owners.

C. 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, interior: 5 feet

2. Minimum rear yard setback: 20 feet

3. Minimum lot depth: One Hundred and Twenty (120) feet; One hundred and ten (110) feet for lots on Cul-de-sac or street elbows.

4. Fences:

A. Masonry walls shall be required for rear yards of any residential lot adjacent to H.O.A. lots running parallel to major and minor collector roadways. All masonry walls shall be maintained by the single-family H.O.A. association.

B. 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.4.C below and are to be owned and maintained by the individual lot owners.

C. 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. 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 2).

1. Construction of a private lagoon with public access containing a minimum surface area of 1.75 acres. The private lagoon area shall also include a private amenity center with associated improvement. The private lagoon, amenity center, and associated improvements shall be constructed in general conformance with the conceptual rendering shown on Exhibit 3. The private lagoon and amenity center will be owned and maintained by the developer or its assigns.

2. Dedication of the linear green belt located in the northern portion of the development for the purpose of a Neighborhood Park and 10-foot wide golf cart, hike and bike trail connection subject to review by the city's parks advisory board and approval by the City Council prior to Preliminary Plat approval.

3. The construction of 10' golf cart, hike and bike trails.

A. The City of Anna will be responsible for maintaining the following.

i. Golf cart, hike and bike trails that are constructed within or within proximity to the R.O.W. of Ferguson Parkway and CR 371(Mantua Road) in lieu of the required 5' sidewalk; and

ii. Golf cart, kike and bike trails that are constructed within dedicated Neighborhood Parks.

g. 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 northwestern 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.

j. Governance Association: Building permits for development within the planned development district shall not be accepted or approved until a property owner's governance association is established. The association shall be responsible for maintaining all common property, improvements, and amenities within the district. It shall have power sufficient to assess and collect dues and charges as required to perform its responsibilities. It may have additional powers to administer other programs, including but not limited to, security, promotion and marketing and entertainment. A Municipal Management district or Public Improvement district created in conformance with the Texas Local Government Code may be created to satisfy this requirement. A Reciprocal Easement Agreement (REA) allowing shared parking arrangements, public access to sidewalks, and to other amenities shall also be required and incorporated in the governance documents, but the REA may be deferred until a plan for common areas and amenities is submitted.

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 8th day of December 2020.

ATTESTED: APPROVED:

_____ _____

Carrie L. Land, City Secretary Nate Pike, Mayor

DA - Exhibit 1

BEING A TRACT OF LAND SITUATED IN THE S.E. ROBERTS SURVEY, ABSTRACT NUMBER 786, AND THE E.W. WITT SURVEY, ABSTRACT NUMBER 997, COLLIN COUNTY, TEXAS, AND BEING ALL THOSE TRACTS OF LAND TO JY & KC LLC, (A LIMITED LIABILITY COMPANY) RECORDED IN INSTRUMENT NUMBER 20170608000746940 AND YOUNG KIM AND TIM MUELLER RECORDED IN INSTRUMENT NUMBER 20170608000747130 OF THE PUBLIC RECORDS, OF COLLIN COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT OF LAND TO YOUNG KIM AND TIM MUELLER AND THE INTERSECTION OF COUNTY ROAD 371 (A PAVED TRAVELED RIGHT-OF-WAY NO RECORD FOUND) AND COUNTY ROAD 369 (A DIRT ROAD NO RECORD FOUND);

THENCE S 01° 29' 28" W, 3,020.79 FEET;

THENCE N 88° 29' 00" W, 1,211.97 FEET;

THENCE N 88° 24' 04" W, 595.03 FEET;

THENCE N 00° 22' 19" W, 762.13 FEET;

THENCE S 88° 20' 59" W, 967.26 FEET;

THENCE N 00° 46' 25" W, 1,103.04 FEET;

THENCE N 01° 17' 03" W, 1,185.56 FEET;

THENCE S 89° 17' 12" E, 1,496.78 FEET;

THENCE S 88° 41' 41" E, 591.09 FEET;

THENCE S 88° 38' 16" E, 810.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 7,817,617 SQUARE FEET OR 179.468 ACRES 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."

DA - Exhibit 1

BEING A TRACT OF LAND SITUATED IN THE MARTIN MOORE SURVEY, ABSTRACT NUMBER 649, COLLIN COUNTY, BEING ALL OF THAT TRACT OF LAND TO KAYASA HOLDINGS, LLC, RECORDED IN INSTRUMENT NUMBER 20190807000946750 OF THE PUBLIC RECORDS, OF COLLIN COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT TO KAYASA HOLDINGS, LLC, AND THE SOUTHWEST CORNER OF A TRACT OF LAND TO ANNA HIGH SCHOOL ADDITION VOLUME 2011, PAGE 176 OF THE PUBLIC RECORDS, OF COLLIN COUNTY, TEXAS;

THENCE S 87° 37' 19" W, 305.11 FEET;

THENCE N 00° 42' 02" E, 349.90 FEET;

THENCE N 89° 16' 32" W, 299.87 FEET;

THENCE S 00° 43' 07" W, 365.55 FEET;

THENCE S 87° 53' 01" W, 680.29 FEET;

THENCE N 01° 16' 12" E, 1,825.73 FEET;

THENCE S 89° 11' 16" E, 1,266.20 FEET;

THENCE S 00° 42' 28" W A DISTANCE OF 1757.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,177,993 SQUARE FEET OR 50.000 ACRES 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."

DA - Exhibit 1

BEING A TRACT OF LAND SITUATED IN THE F.T. DUFFAU SURVEY, ABSTRACT NUMBER 288, COLLIN COUNTY, BEING ALL OF THAT TRACT OF LAND TO OAKWOOD VILLAGE APARTMENTS, INC., RECORDED IN INSTRUMENT NUMBER 20171201001594200 OF THE PUBLIC RECORDS, OF COLLIN COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT TO OAKWOOD VILLAGE APARTMENTS, INC., AND THE NORTHWEST CORNER OF A TRACT OF LAND TO JOSE FACUNDO & JOSEFINA O. FACUNDO VOLUME 4625, PAGE 759 OF THE PUBLIC RECORDS, OF COLLIN COUNTY, TEXAS;

THENCE S 00° 31' 02" W, 245.38 FEET;

THENCE S 00° 27' 51" E, 1,574.05 FEET;

THENCE S 00° 24' 40" W, 868.25 FEET;

THENCE N 89° 08' 54" W, 988.59 FEET;

THENCE N 88° 50' 11" W, 851.70 FEET;

THENCE N 00° 33' 18" E, 2,640.14 FEET;

THENCE S 88° 27' 53" E, 34.21 FEET;

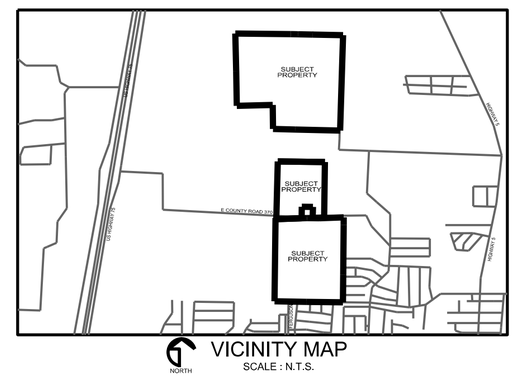
THENCE S 01° 16' 12" W, 36.09 FEET;

THENCE N 87° 53' 00" E, 813.02 FEET;

THENCE S 89° 28' 03" E, 336.61 FEET;

THENCE N 87° 39' 22" E, 628.19 feet to the POINT OF BEGINNING AND CONTAINING 4,837,814 SQUARE FEET OR 111.061 ACRES MORE OR LESS.

"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

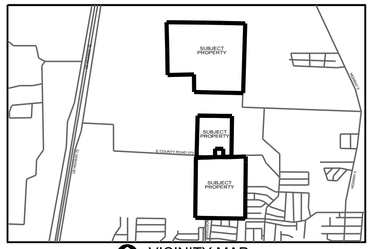


VICINITY MAP
SCALE : N.T.S.

10' WALKING TRAIL (TYP.)
FUTURE MANTUA ROAD
8' WALKING TRAIL (TYP.)
EXISTING TREES
10' TREE PRESERVATION EASEMENT
FERGUSON PARKWAY
FUTURE WEST CROSSING BLVD
STREET A2
STREET B2
STREET C2
STREET D2
STREET E2
STREET J1
STREET K1
STREET M1
STREET N1
STREET I1
STREET Q1
STREET X1
STREET O1
STREET I2
STREET H1
STREET L2
STREET J2
STREET M2
STREET N2
STREET G1
STREET P1
STREET R1
STREET S1
STREET B1
STREET F1
STREET O1
STREET T1
STREET U1
STREET P2
STREET D1
STREET E1
STREET A1
STREET V1
STREET S1
STREET A
STREET N
STREET R
STREET T
STREET L
STREET M
STREET C
STREET K
STREET B
STREET D
STREET E
STREET G
STREET F
STREET J
STREET I
STREET A
TRAIL CONNECTION
EXISTING 50' PIPELINE EASEMENT
MATCH LINE PAGE 6
MATCH LINE PAGE 5
MATCH LINE PAGE 4
MATCH LINE PAGE 3
MATCH LINE PAGE 2
APPROXIMATE LOCATION OF FEMA 100-YEAR FLOODPLAIN PER FIRM PANEL 48085C0115J DATED 6/2/2009
PROPOSED COMMERCIAL
BLOCK Q2 LOT 3 (PD C-1) ± 21.3 AC.
BLOCK Q2 LOT 2 (PD C-1) ± 16.5 AC.
BLOCK Q2 LOT 1 (PD C-1) ± 9.5 AC.
25' BUILDING SETBACK
6' MASONRY SCREEN WALL
8' WOOD SCREEN WALL
50' LANDSCAPE BUFFER
PROPOSED ANNA ISD SCHOOL SITE
HOLCOMBE
NORTHFIELD
PEMBERTON
SHELDON
N89°38'16"E 810.84
S88°41'41"E 401.13
S88°17'12"E 1496.79
N89°29'07"W 1211.97
N88°24'04"W 550.30
N88°53'01"E 813.02
S89°28'03"E 338.61
S89°37'19"W 305.18
N89°16'32"W 299.87
S89°11'16"E 1266.20
N88°53'01"E 851.76
N89°08'54"W 958.59
N00°42'25"W 1169.34
N00°33'18"E 2644.18
N00°42'25"W 1322.06
N00°42'25"W 1322.06
S00°42'25"E 1322.06
S00°42'25"E 1322.06
N00°42'25"W 1322.06
S00°42'25"E 1322.06
N00°42'25"W 1322.06
S00°42'25"E 1322.06
N00°42'25"W

MATCH LINE PAGE 3

MATCH LINE PAGE 2



VICINITY MAP
NORTH
SCALE : N.T.S.

SITE INFORMATION

ZONING:	PD-MU
LAND USE:	SINGLE FAMILY, MULTI-FAMILY, & COMMERCIAL
LOT AREA:	14,858,751.6 SQ. FT. / 341.111 ACRES

SINGLE-FAMILY

SF-Z		SF-60	
MIN. LOT WIDTH:	40'	MIN. LOT WIDTH:	50'
MIN. LOT DEPTH:	100'	MIN. LOT DEPTH:	120'
TOTAL NUMBER OF LOTS:	588	TOTAL NUMBER OF LOTS:	651

MULTI-FAMILY TRACT

BUILDING INFORMATION

BUILDING 1	3 STORIES/50 UNITS	BUILDING 7	3 STORIES/50 UNITS
BUILDING 2	3 STORIES/50 UNITS	BUILDING 8	3 STORIES/50 UNITS
BUILDING 3	3 STORIES/50 UNITS	BUILDING 9	3 STORIES/50 UNITS
BUILDING 4	3 STORIES/50 UNITS	BUILDING 10	3 STORIES/50 UNITS
BUILDING 5	3 STORIES/50 UNITS	BUILDING 11	3 STORIES/50 UNITS
BUILDING 6	3 STORIES/50 UNITS	BUILDING 12	3 STORIES/50 UNITS

TOTAL # UNITS: 600

BUILDING HEIGHT:	3 STORIES MAX.
BUILDING HEIGHT:	45' MAX.
MULTIFAMILY UNITS	600

PARKING:

REQUIRED:	1200 SPACES
PROVIDED:	1228 SPACES

LEGEND

BOUNDARY LINE	EXISTING PARCEL LINE	PROPOSED LOT LINE
MAJOR TOPOGRAPHY	MINOR TOPOGRAPHY	FEMA 100-YEAR FLOODPLAIN
EXISTING EASEMENT	PROPOSED SETBACK	PROPOSED STREET CENTERLINE
PROPOSED EDGE OF PAVEMENT	PROPOSED R.O.W	APPROX. CENTERLINE OF CREEK
PROPOSED FIRE LANE	PROPOSED BUILDING LOCATION	PROPOSED TRASH COMPACTOR
ZONING BOUNDARY	APPROX. GARAGE LIMITS	6' MASONRY SCREENING WALL
8' HIKE & BIKE TRAIL	10' HIKE & BIKE TRAIL	

BLOOMFIELD HOMES LP
INST # 20200117000076380
ZONED PD-R

PROPOSED ANNA ISD SCHOOL SITE

N00°33'18"E 2640.14

FERGUSON PARKWAY

STREET J

STREET K

STREET B

STREET D

STREET C

STREET A

STREET E

STREET M

6' MASONRY WALL

(PD SF-60)

50' ROW

740

720

S00°24'40"W 868.25

N88°53'01"W 851.70

N89°08'54"W 988.59

HUNT THOMAS JEROME & DEBRA
INST # 20200811001299440
ZONED PD-R

DOWNING SETH & ASHLEY
INST # 20200501000638250
ZONED PD-R

MAULSBY NATHAN & ERICA OLIVAREZ
INST # 20190819001005080
ZONED PD-R

PETIT MICHAEL S JR & MARTHA
INST # 20191101001387630
ZONED PD-R

BEWLEY TRACY K
INST # 20181231001578810
ZONED PD-R

SHELDON

BUSH GREGORY
INST # 20191223001633840
ZONED PD-R

LACEY SCOTT WILLIAM &
INST # 20171002001319620
ZONED PD-R

RAMEY MATTHEW L & SONIA L MARTINEZ
INST # 20200903001480840
ZONED PD-R

WEBB MIRANDA
INST # 20181227001741510
ZONED PD-R

HAMM KELLYE RENE &
INST # 20185415001402070
ZONED PD-R

MUNYER GEORGE & ALICIA
INST # 20170330000404330
ZONED PD-R

MCREYNOLDS GLENDA LYNN
INST # 20171201900790300
ZONED PD-R

GILPIN MICHAEL REED
INST # 20171215001654540
ZONED PD-R

ADDISON-NEEDLES JILL L
INST # 20170530000689790
ZONED PD-R

SCULLY FAMILY TRUST
INST # 20180913001151780
ZONED PD-R

SCULLY FAMILY TRUST
INST # 20190930020944400
ZONED PD-R

FORTUNE CHARLES & LAUREN ASHLEY
INST # 20170109000330870
ZONED PD-R

HUBBARD JO ANNE
INST # 20170710000897000
ZONED PD-R

NO DEED INFORMATION AVAILABLE
ZONED PD-R

OCHOA ALICE M & DAVID A
INST # 20170526050881420
ZONED PD-R

CUNNINGHAM KALEIGH ANN & JEREMY STUART
INST # 20200722001146200
ZONED PD-R

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD
INST # 20170630010003230
ZONED PD-R

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD
INST # 20170630010003230
ZONED PD-R

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD
INST # 20170630010003230
ZONED PD-R

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD
INST # 20190514000736900
ZONED PD-R

RIDER CHARLES JEFFREY JR
INST # 20200729001290970
ZONED PD-R

ZHANG LI
INST # 20200729001043760
ZONED PD-R

FLETCHER STEVEN
INST # 20201209001312090
ZONED PD-R

YUSHEI DAVID L
INST # 20200729001043920
ZONED PD-R

EXHIBIT 2

PROJECT NO.	MEG20002
FILE PATH	J:JOB\ MEG20002\ENT\ZONING\CONCEPT PLAN
DRAWN BY	MRB
REVIEWED BY	DAK
DATE	NOVEMBER 4, 2020

DATE	REVISIONS
NOV 23, 2020	ADDRESSING 1ST & 2ND SUBMITTAL COMMENTS
NOV 24, 2020	ADDRESSING 3RD SUBMITTAL COMMENTS

NORTH

0 100' 200' 300'

GRAPHIC SCALE

OWNERS

OAKWOOD VILLAGE APARTMENTS INC
84 OVERLOOK PL
RYE, NY 10580-3345

KAYASA HOLDINGS LLC
84 OVERLOOK PL
RYE, NY 10580-3345

JY & KC LLC
2708 AMHERST AVE
DALLAS, TX 75225-7901

KIM YOUNG & TIM MUELLER
84 OVERLOOK PL
RYE, NY 10580-3345

REPRESENTATIVE CONTACT:
ZACH IPOUR
972-339-0159

DEVELOPER

MEGATEL HOMES
2701 CEDAR SPRINGS ROAD
SUITE 700
DALLAS, TX 75201

CONTACT: ZACH IPOUR

PLANNER / ENGINEER

PELOTON
LAND SOLUTIONS
11000 FRISCO STREET
SUITE 400
FRISCO, TEXAS 75033
PHONE: 469-213-1800
CONTACT: DAVID KALHOEFER

CONCEPT PLAN FOR

ANACAPRI

EXISTING 'PD-R' & 'AG' ZONING

CONTAINING:

1X, 1-36, BLK A; LOTS 1-22, BLK B; LOTS 1X,1-42, BLK C; LOTS 1X, LOTS 1-22, BLK D; LOTS 1X, 1-45, BLK E; LOTS 1-25, BLK F; LOTS 1X, 1-10, BLK G; LOTS 1X, 1-15, BLK H; LOTS 1-12, BLK J; LOTS 1X, 1-41, BLK K; LOTS 1X, 1-34, BLK L; LOTS 1X, 1-27, BLK M; LOTS 1X, 1-13, BLK N; LOTS 1X, 1-29, BLK P; LOTS 1-16, BLK Q; LOTS 1-20, BLK R; LOTS 1-20, BLK S; LOTS 1-20, BLK T; LOTS 1-20, BLK U; LOTS 1-20, BLK V; LOTS 1-20, BLK W; LOTS 1-20, BLK X; LOTS 1-20, BLK Y; LOTS 1-20, BLK Z; LOTS 1-20, BLK AA; LOTS 1-20, BLK AB; LOTS 1-20, BLK AC; LOTS 1-20, BLK AD; LOTS 1-20, BLK AE; LOTS 1-20, BLK AF; LOTS 1-20, BLK AG; LOTS 1-20, BLK AH; LOTS 1-20, BLK AJ; LOTS 1-20, BLK AK; LOTS 1-20, BLK AL; LOTS 1-20, BLK AM; LOTS 1-20, BLK AN; LOTS 1-20, BLK AO; LOTS 1-20, BLK AP; LOTS 1-20, BLK AQ; LOTS 1-20, BLK AR; LOTS 1-20, BLK AS; LOTS 1-20, BLK AT; LOTS 1-20, BLK AU; LOTS 1-20, BLK AV; LOTS 1-20, BLK AW; LOTS 1-20, BLK AX; LOTS 1-20, BLK AY; LOTS 1-20, BLK AZ; LOTS 1-20, BLK BA; LOTS 1-20, BLK BB; LOTS 1-20, BLK BC; LOTS 1-20, BLK BD; LOTS 1-20, BLK BE; LOTS 1-20, BLK BF; LOTS 1-20, BLK BG; LOTS 1-20, BLK BH; LOTS 1-20, BLK BJ; LOTS 1-20, BLK BK; LOTS 1-20, BLK BL; LOTS 1-20, BLK BM; LOTS 1-20, BLK BN; LOTS 1-20, BLK BP; LOTS 1-20, BLK BQ; LOTS 1-20, BLK BR; LOTS 1-20, BLK BS; LOTS 1-20, BLK BT; LOTS 1-20, BLK BU; LOTS 1-20, BLK BV; LOTS 1-20, BLK BW; LOTS 1-20, BLK BX; LOTS 1-20, BLK BY; LOTS 1-20, BLK BZ; LOTS 1-20, BLK CA; LOTS 1-20, BLK CB; LOTS 1-20, BLK CC; LOTS 1-20, BLK CD; LOTS 1-20, BLK CE; LOTS 1-20, BLK CF; LOTS 1-20, BLK CG; LOTS 1-20, BLK CH; LOTS 1-20, BLK CJ; LOTS 1-20, BLK CK; LOTS 1-20, BLK CL; LOTS 1-20, BLK CM; LOTS 1-20, BLK CN; LOTS 1-20, BLK CP; LOTS 1-20, BLK CQ; LOTS 1-20, BLK CR; LOTS 1-20, BLK CS; LOTS 1-20, BLK CT; LOTS 1-20, BLK CU; LOTS 1-20, BLK CV; LOTS 1-20, BLK CW; LOTS 1-20, BLK CX; LOTS 1-20, BLK CY; LOTS 1-20, BLK CZ; LOTS 1-20, BLK DA; LOTS 1-20, BLK DB; LOTS 1-20, BLK DC; LOTS 1-20, BLK DD; LOTS 1-20, BLK DE; LOTS 1-20, BLK DF; LOTS 1-20, BLK DG; LOTS 1-20, BLK DH; LOTS 1-20, BLK DJ; LOTS 1-20, BLK DK; LOTS 1-20, BLK DL; LOTS 1-20, BLK DM; LOTS 1-20, BLK DN; LOTS 1-20, BLK DP; LOTS 1-20, BLK DQ; LOTS 1-20, BLK DR; LOTS 1-20, BLK DS; LOTS 1-20, BLK DT; LOTS 1-20, BLK DU; LOTS 1-20, BLK DV; LOTS 1-20, BLK DW; LOTS 1-20, BLK DX; LOTS 1-20, BLK DY; LOTS 1-20, BLK DZ; LOTS 1-20, BLK EA; LOTS 1-20, BLK EB; LOTS 1-20, BLK EC; LOTS 1-20, BLK ED; LOTS 1-20, BLK EE; LOTS 1-20, BLK EF; LOTS 1-20, BLK EG; LOTS 1-20, BLK EH; LOTS 1-20, BLK EJ; LOTS 1-20, BLK EK; LOTS 1-20, BLK EL; LOTS 1-20, BLK EM; LOTS 1-20, BLK EN; LOTS 1-20, BLK EP; LOTS 1-20, BLK EQ; LOTS 1-20, BLK ER; LOTS 1-20, BLK ES; LOTS 1-20, BLK ET; LOTS 1-20, BLK EU; LOTS 1-20, BLK EV; LOTS 1-20, BLK EW; LOTS 1-20, BLK EX; LOTS 1-20, BLK EY; LOTS 1-20, BLK EZ; LOTS 1-20, BLK FA; LOTS 1-20, BLK FB; LOTS 1-20, BLK FC; LOTS 1-20, BLK FD; LOTS 1-20, BLK FE; LOTS 1-20, BLK FF; LOTS 1-20, BLK FG; LOTS 1-20, BLK FH; LOTS 1-20, BLK FJ; LOTS 1-20, BLK FK; LOTS 1-20, BLK FL; LOTS 1-20, BLK FM; LOTS 1-20, BLK FN; LOTS 1-20, BLK FP; LOTS 1-20, BLK FQ; LOTS 1-20, BLK FR; LOTS 1-20, BLK FS; LOTS 1-20, BLK FT; LOTS 1-20, BLK FU; LOTS 1-20, BLK FV; LOTS 1-20, BLK FW; LOTS 1-20, BLK FX; LOTS 1-20, BLK FY; LOTS 1-20, BLK FZ; LOTS 1-20, BLK GA; LOTS 1-20, BLK GB; LOTS 1-20, BLK GC; LOTS 1-20, BLK GD; LOTS 1-20, BLK GE; LOTS 1-20, BLK GF; LOTS 1-20, BLK GG; LOTS 1-20, BLK GH; LOTS 1-20, BLK GJ; LOTS 1-20, BLK GK; LOTS 1-20, BLK GL; LOTS 1-20, BLK GM; LOTS 1-20, BLK GN; LOTS 1-20, BLK GP; LOTS 1-20, BLK GQ; LOTS 1-20, BLK GR; LOTS 1-20, BLK GS; LOTS 1-20, BLK GT; LOTS 1-20, BLK GU; LOTS 1-20, BLK GV; LOTS 1-20, BLK GW; LOTS 1-20, BLK GX; LOTS 1-20, BLK GY; LOTS 1-20, BLK GZ; LOTS 1-20, BLK HA; LOTS 1-20, BLK HB; LOTS 1-20, BLK HC; LOTS 1-20, BLK HD; LOTS 1-20, BLK HE; LOTS 1-20, BLK HF; LOTS 1-20, BLK HG; LOTS 1-20, BLK HH; LOTS 1-20, BLK HJ; LOTS 1-20, BLK HK; LOTS 1-20, BLK HL; LOTS 1-20, BLK HM; LOTS 1-20, BLK HN; LOTS 1-20, BLK HP; LOTS 1-20, BLK HQ; LOTS 1-20, BLK HR; LOTS 1-20, BLK HS; LOTS 1-20, BLK HT; LOTS 1-20, BLK HU; LOTS 1-20, BLK HV; LOTS 1-20, BLK HW; LOTS 1-20, BLK HX; LOTS 1-20, BLK HY; LOTS 1-20, BLK HZ; LOTS 1-20, BLK JA; LOTS 1-20, BLK JB; LOTS 1-20, BLK JC; LOTS 1-20, BLK JD; LOTS 1-20, BLK JE; LOTS 1-20, BLK JF; LOTS 1-20, BLK JG; LOTS 1-20, BLK JH; LOTS 1-20, BLK JJ; LOTS 1-20, BLK JK; LOTS 1-20, BLK JL; LOTS 1-20, BLK JM; LOTS 1-20, BLK JN; LOTS 1-20, BLK JP; LOTS 1-20, BLK JQ; LOTS 1-20, BLK JR; LOTS 1-20, BLK JS; LOTS 1-20, BLK JT; LOTS 1-20, BLK JU; LOTS 1-20, BLK JV; LOTS 1-20, BLK JW; LOTS 1-20, BLK JX; LOTS 1-20, BLK JY; LOTS 1-20, BLK JZ; LOTS 1-20, BLK KA; LOTS 1-20, BLK KB; LOTS 1-20, BLK KC; LOTS 1-20, BLK KD; LOTS 1-20, BLK KE; LOTS 1-20, BLK KF; LOTS 1-20, BLK KG; LOTS 1-20, BLK KH; LOTS 1-20, BLK KJ; LOTS 1-20, BLK KK; LOTS 1-20, BLK KL; LOTS 1-20, BLK KM; LOTS 1-20, BLK KN; LOTS 1-20, BLK KP; LOTS 1-20, BLK KQ; LOTS 1-20, BLK KR; LOTS 1-20, BLK KS; LOTS 1-20, BLK KT; LOTS 1-20, BLK KU; LOTS 1-20, BLK KV; LOTS 1-20, BLK KW; LOTS 1-20, BLK KX; LOTS 1-20, BLK KY; 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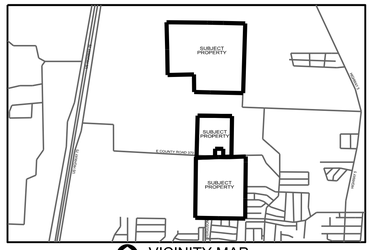
MATCH LINE PAGE 4

MATCH LINE PAGE 3

8' WALKING TRAIL (TYP.)

MATCH LINE PAGE 4

MATCH LINE PAGE 3



VICINITY MAP
SCALE : N.T.S.

SITE INFORMATION

ZONING:	PD-MU
LAND USE:	SINGLE FAMILY, MULTI-FAMILY, & COMMERCIAL
LOT AREA:	14,858,751.6 SQ. FT. / 341.111 ACRES

SINGLE-FAMILY

SF-Z		SF-60	
MIN. LOT WIDTH:	40'	MIN. LOT WIDTH:	50'
MIN. LOT DEPTH:	100'	MIN. LOT DEPTH:	120'
TOTAL NUMBER OF LOTS:	588	TOTAL NUMBER OF LOTS:	651

MULTI-FAMILY TRACT

BUILDING INFORMATION

BUILDING 1	3 STORIES/50 UNITS	BUILDING 7	3 STORIES/50 UNITS
BUILDING 2	3 STORIES/50 UNITS	BUILDING 8	3 STORIES/50 UNITS
BUILDING 3	3 STORIES/50 UNITS	BUILDING 9	3 STORIES/50 UNITS
BUILDING 4	3 STORIES/50 UNITS	BUILDING 10	3 STORIES/50 UNITS
BUILDING 5	3 STORIES/50 UNITS	BUILDING 11	3 STORIES/50 UNITS
BUILDING 6	3 STORIES/50 UNITS	BUILDING 12	3 STORIES/50 UNITS

TOTAL # UNITS: 600

BUILDING HEIGHT:	3 STORIES MAX.
BUILDING HEIGHT:	45' MAX.
MULTIFAMILY UNITS	600

PARKING:

REQUIRED:	1200 SPACES
PROVIDED:	1228 SPACES

LEGEND

BOUNDARY LINE
EXISTING PARCEL LINE
PROPOSED LOT LINE
MAJOR TOPOGRAPHY
MINOR TOPOGRAPHY
FEMA 100-YEAR FLOODPLAIN
EXISTING EASEMENT
PROPOSED SETBACK
PROPOSED STREET CENTERLINE
PROPOSED EDGE OF PAVEMENT
PROPOSED R.O.W
APPROX. CENTERLINE OF CREEK
PROPOSED FIRE LANE
PROPOSED BUILDING LOCATION
PROPOSED TRASH COMPACTOR
ZONING BOUNDARY
APPROX. GARAGE LIMITS
6' MASONRY SCREENING WALL
8' HIKE & BIKE TRAIL
10' HIKE & BIKE TRAIL

10' WALKING TRAIL (TYP.)

20' LANDSCAPE BUFFER

BLOCK Q2 LOT 1 (PD C-1) ± 9.5 AC.

BLOCK Q2 LOT 2 (PD C-1) ± 16.5 AC.

BLOCK Q2 LOT 3 (PD C-1) ± 21.3 AC.

BLDG 1 3 STORY
BLDG 2 3 STORY
BLDG 3 3 STORY
BLDG 4 3 STORY
BLDG 5 3 STORY
BLDG 6 3 STORY
BLDG 7 3 STORY
BLDG 8 3 STORY

740
750

N89°16'32"W 299.87

S00°43'07"W 365.55

N00°42'02"E 349.90

60' BUILDING SETBACK

S87°37'19"W 305.18

N87°39'22"E 653.74

N87°53'00"E 813.02

S89°28'03"E 336.61

QJR PARTNERSHIP LTD
INST # 20020214000237330
ZONED PD-R

CITY OF ANNA
INST # 20001109001237290
ZONED AG

ANNA HIGH SCHOOL
NO DEED INFORMATION LISTED
ZONED SF-E

FACUNDO JOSE & JOSEFINA O.
NO DEED INFORMATION LISTED
ZONED SF-E

BLOOMFIELD HOMES LP
INST # 20200117000078380
ZONED PD-R

BLOOMFIELD HOMES LP
INST # 20131227001685590
ZONED PD-R

STREET N
STREET K
STREET B
STREET D
STREET T
STREET R
STREET I
STREET E
STREET G
STREET L
STREET J

FERGUSON PARKWAY

6' MASONRY WALL

8' WALKING TRAIL (TYP.)

10' WALKING TRAIL (TYP.)

740
730

S00°31'02"W 246.42

S00°31'02"W 1574.05

HOLCOMBE

NORTHFIELD

PEMBERTON

MATCH LINE PAGE 3

MATCH LINE PAGE 2

EXHIBIT 2

PROJECT NO.	MEG20002
FILE PATH	J:\JOB\ MEG20002\ENT\ZONING\CONCEPT PLAN
DRAWN BY	MRB
REVIEWED BY	DAK
DATE	NOVEMBER 4, 2020

DATE	REVISIONS
NOV 23, 2020	ADDRESSING 1ST & 2ND SUBMITTAL COMMENTS
NOV 24, 2020	ADDRESSING 3RD SUBMITTAL COMMENTS

NORTH

0 100' 200' 300'

GRAPHIC SCALE

OWNERS

OAKWOOD VILLAGE APARTMENTS INC
84 OVERLOOK PL
RYE, NY 10580-3345

KAYASA HOLDINGS LLC
84 OVERLOOK PL
RYE, NY 10580-3345

JY & KC LLC
2708 AMHERST AVE
DALLAS, TX 75225-7901

KIM YOUNG & TIM MUELLER
84 OVERLOOK PL
RYE, NY 10580-3345

REPRESENTATIVE CONTACT:
ZACH IPOUR
972-339-0159

DEVELOPER

MEGATEL HOMES
2701 CEDAR SPRINGS ROAD
SUITE 700
DALLAS, TX 75201

CONTACT: ZACH IPOUR

PLANNER / ENGINEER

PELOTON LAND SOLUTIONS
11000 FRISCO STREET
SUITE 400
FRISCO, TEXAS 75033
PHONE: 469-213-1800
CONTACT: DAVID KALHOEFER

CONCEPT PLAN FOR ANACAPRI

EXISTING 'PD-R' & 'AG' ZONING

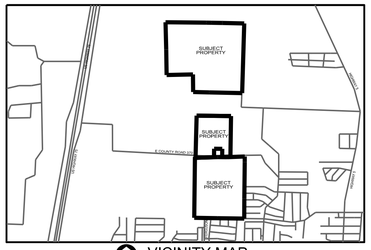
CONTAINING

1X, 1-36, BLK A; LOTS 1-23, BLK B; LOTS 1X, 1-42, BLK C; LOTS 1X, 1-45, BLK D; LOTS 1X, 1-45, BLK E; LOTS 1-20, BLK F; LOTS 1X, 1-13, BLK G; LOTS 1X, 1-13, BLK H; LOTS 1-12, BLK J; LOTS 1X, 1-41, BLK K; LOTS 1X, 1-34, BLK L; LOTS 1X, 1-47, BLK M; LOTS 1X, 1-18, BLK N; LOTS 1X, 1-20, BLK P; LOTS 1-16, BLK R; LOTS 1X, 1-16, BLK S; LOTS 1-22, BLK U; LOTS 1X, 1-33, BLK V; LOTS 1X, 125, BLK A1; LOTS 1-20, BLK B1; LOTS 1X, 1-7, BLK C1; LOTS 1X, 1-22, BLK D1; LOTS 1-20, BLK E1; LOTS 1-20, BLK F1; LOTS 1-25, BLK G1; LOTS 1X, 1-12, BLK H1; LOTS 1X, 1-6, BLK J1; LOTS 1-18, BLK K1; LOTS 1-18, BLK L1; LOTS 1-16, BLK M1; LOTS 1X, 1-23, BLK N1; LOTS 1X, 1-26 BLK Q1; LOTS 1-20, BLK R1; LOTS 1-20, BLK S1; LOTS 1X, 1-23, BLK T1; LOTS 1-20, BLK U1; LOTS 1X, 1-34, BLK V1; LOTS 1-26, BLK W1; LOTS 1-28, BLK X1; LOTS 1-20, BLK Y1; LOTS 1X, 1-24, BLK Z1; LOTS 1-10, BLK A2; LOTS 1-18, BLK B2; LOTS 1-15, BLK C2; LOTS 1X, 1-22, BLK D2; LOTS 1-14, BLK E2; LOTS 1-17, BLK F2; LOTS 1X, 1-36, BLK G2; LOTS 1-15, BLK H2; LOTS 1X, 1-16, BLK J2; LOTS 1-24, BLK K2; LOTS 1-41, BLK L2; LOTS 1-18, BLK M2; LOTS 1-20, BLK N2; LOTS 1X, 1-15, BLK P2; LOTS 1-9, BLK Q2.

BEING A 341.11 ACRE TRACT OF LAND LOCATED
IN THE F.T. DAFFAU SURVEY, A-0288; MARTIN MOORE SURVEY, A-0649; S.E. ROBERTS SURVEY, A-0786;
SITUATED IN CITY OF ANNA, COLLIN COUNTY, TEXAS
NOVEMBER 4, 2020
PAGE 3 OF 6

MATCH LINE PAGE 5

MATCH LINE PAGE 4



VICINITY MAP
SCALE : N.T.S.

SITE INFORMATION

ZONING:	PD-MU
LAND USE:	SINGLE FAMILY, MULTI-FAMILY, & COMMERCIAL
LOT AREA:	14,858,751.6 SQ. FT. / 341.111 ACRES

SINGLE-FAMILY

SF-Z		SF-60	
MIN. LOT WIDTH:	40'	MIN. LOT WIDTH:	50'
MIN. LOT DEPTH:	100'	MIN. LOT DEPTH:	120'
TOTAL NUMBER OF LOTS:	588	TOTAL NUMBER OF LOTS:	651

MULTI-FAMILY TRACT

BUILDING INFORMATION

BUILDING 1	3 STORIES/50 UNITS	BUILDING 7	3 STORIES/50 UNITS
BUILDING 2	3 STORIES/50 UNITS	BUILDING 8	3 STORIES/50 UNITS
BUILDING 3	3 STORIES/50 UNITS	BUILDING 9	3 STORIES/50 UNITS
BUILDING 4	3 STORIES/50 UNITS	BUILDING 10	3 STORIES/50 UNITS
BUILDING 5	3 STORIES/50 UNITS	BUILDING 11	3 STORIES/50 UNITS
BUILDING 6	3 STORIES/50 UNITS	BUILDING 12	3 STORIES/50 UNITS

TOTAL # UNITS: 600

BUILDING HEIGHT:	3 STORIES MAX.
BUILDING HEIGHT:	45' MAX.
MULTIFAMILY UNITS	600

PARKING:

REQUIRED:	1200 SPACES
PROVIDED:	1228 SPACES

LEGEND

BOUNDARY LINE
EXISTING PARCEL LINE
PROPOSED LOT LINE
MAJOR TOPOGRAPHY
MINOR TOPOGRAPHY
FEMA 100-YEAR FLOODPLAIN
EXISTING EASEMENT
PROPOSED SETBACK
PROPOSED STREET CENTERLINE
PROPOSED EDGE OF PAVEMENT
PROPOSED R.O.W
APPROX. CENTERLINE OF CREEK
PROPOSED FIRE LANE
PROPOSED BUILDING LOCATION
PROPOSED TRASH COMPACTOR
ZONING BOUNDARY
APPROX. GARAGE LIMITS
6' MASONRY SCREENING WALL
8' HIKE & BIKE TRAIL
10' HIKE & BIKE TRAIL

OF CREEK PER USGS 100 INFORMATION (PENDING JURISDICTIONAL WATER DETERMINATION)

PANEL 48085C0155J DATED 6/2/2009

ANNA TEXAS LAND LTD
INST # 20140718000750570
ZONED PD-R

LGI HOMES - TEXAS LLC
INST # 20190820001009780
ZONED PD-R

EXISTING 50' PIPELINE EASEMENT

JONIC INVESTMENTS LLC
INST # 20150605000666010
ZONED AG

S89°11'16"E 1266.20

LHJH PROPERTIES LTD
INST # 1424640
ZONED AG

PROPOSED COMMERCIAL

APPROXIMATE LOCATION OF FEMA 100-YEAR FLOODPLAIN PER FIRM PANEL 48085C0155J DATED 6/2/2009

BLOCK Q2
LOT 3
(PD C-1)
± 21.3 AC.

BLDG 12 3 STORY
BLDG 11 3 STORY
BLDG 10 3 STORY
BLDG 9 3 STORY
TRASH COMPACTOR
BLDG 8 3 STORY
BLDG 1 3 STORY

60' BUILDING SETBACK

EX. BLDG
EX. BLDG
EX. BLDG
EX. BLDG

ANNA HIGH SCHOOL
NO DEED INFORMATION LISTED
ZONED SF-E

740
740
730
750

FERGUSON PARKWAY

20' LANDSCAPE BUFFER

BLOCK Q2
LOT 2
(PD C-1)
± 16.5 AC.

25' BUILDING SETBACK

6' MASONRY SCREEN WALL

N1°16'12"E 1825.73

S00°42'28"W 1757.83

QJR PARTNERSHIP LTD
INST # 20020214000237330
ZONED PD-R

8' WALKING TRAIL (TYP.)

MATCH LINE PAGE 4

MATCH LINE PAGE 3

EXHIBIT 2

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NORTH

0 100' 200' 300'

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972-339-0159

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EXISTING 'PD-R' & 'AG' ZONING

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SITUATED IN CITY OF ANNA, COLLIN COUNTY, TEXAS
NOVEMBER 4, 2020
PAGE 4 OF 6

MATCH LINE PAGE 6

MATCH LINE PAGE 5

STREET I2

STREET L2

STREET H2

STREET J2

STREET M2

STREET N2

STREET K2

STREET P2

STREET H1

STREET G1

STREET B1

STREET C1

STREET D1

STREET E1

STREET A1

STREET F1

STREET W1

STREET P1

STREET R1

STREET S1

STREET T1

STREET U1

STREET V1

6' MASONRY WALL

EXISTING TREES

10' TREE PRESERVATION EASEMENT

10' WALKING TRAIL (TYP.)

FERGUSON PARKWAY

FUTURE WEST CROSSING BLVD

6' WOOD SCREEN WALL

EXISTING 50' PIPELINE EASEMENT

EXISTING 30' WATERLINE EASEMENT

770

760

750

N00°46'25"W 1103.04

S88°20'59"W 967.26

N00°34'35"W 762.23

N88°24'04"W 592.30

S01°29'28"W 3020.79

N88°29'00"W 1211.97

LHJH PROPERTIES LTD
INST # 2006100307424640
ZONED AG

LHJH PROPERTIES LTD
INST # 1424640
ZONED AG

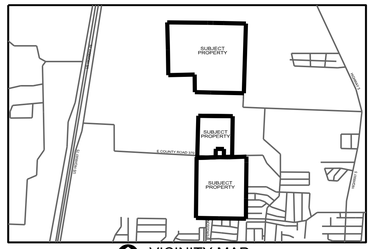
KIM YOUNG &
INST # 20170908000747130
ZONED AG

LGI HOMES - TEXAS LLC
INST # 20190820001009780
ZONED PD-R1

ANNA TEXAS LAND LTD
INST # 20140718000750570
ZONED PD-R

APPROXIMATE CENTERLINE OF CREEK PER USGS QUAD INFORMATION (PENDING

APPROXIMATE LOCATION OF FEMA 100-YEAR FLOODPLAIN PER FIRM PANEL 48085C0155J DATED 6/2/2009



VICINITY MAP
SCALE : N.T.S.

SITE INFORMATION

ZONING:	PD-MU
LAND USE:	SINGLE FAMILY, MULTI-FAMILY, COMMERCIAL
LOT AREA:	14,858,751.6 SQ. FT. / 341.111 ACRES

SINGLE-FAMILY

SF-Z		SF-60	
MIN. LOT WIDTH:	40'	MIN. LOT WIDTH:	50'
MIN. LOT DEPTH:	100'	MIN. LOT DEPTH:	120'
TOTAL NUMBER OF LOTS:	588	TOTAL NUMBER OF LOTS:	651

MULTI-FAMILY TRACT

BUILDING INFORMATION

BUILDING 1	3 STORIES/50 UNITS	BUILDING 7	3 STORIES/50 UNITS
BUILDING 2	3 STORIES/50 UNITS	BUILDING 8	3 STORIES/50 UNITS
BUILDING 3	3 STORIES/50 UNITS	BUILDING 9	3 STORIES/50 UNITS
BUILDING 4	3 STORIES/50 UNITS	BUILDING 10	3 STORIES/50 UNITS
BUILDING 5	3 STORIES/50 UNITS	BUILDING 11	3 STORIES/50 UNITS
BUILDING 6	3 STORIES/50 UNITS	BUILDING 12	3 STORIES/50 UNITS

TOTAL # UNITS: 600

BUILDING HEIGHT:	3 STORIES MAX.
BUILDING HEIGHT:	45' MAX.
MULTIFAMILY UNITS	600

PARKING:

REQUIRED:	1200 SPACES
PROVIDED:	1228 SPACES

LEGEND

BOUNDARY LINE
EXISTING PARCEL LINE
PROPOSED LOT LINE
MAJOR TOPOGRAPHY
MINOR TOPOGRAPHY
FEMA 100-YEAR FLOODPLAIN
EXISTING EASEMENT
PROPOSED SETBACK
PROPOSED STREET CENTERLINE
PROPOSED EDGE OF PAVEMENT
PROPOSED R.O.W
APPROX. CENTERLINE OF CREEK
PROPOSED FIRE LANE
PROPOSED BUILDING LOCATION
PROPOSED TRASH COMPACTOR
ZONING BOUNDARY
APPROX. GARAGE LIMITS
6' MASONRY SCREENING WALL
8' HIKE & BIKE TRAIL
10' HIKE & BIKE TRAIL

EXHIBIT 2

MATCH LINE PAGE 5

MATCH LINE PAGE 4

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FILE PATH	J:JOB\ MEG20002\ENT\ZONING\CONCEPT PLAN
DRAWN BY	MRB
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DATE	NOVEMBER 4, 2020

DATE	REVISIONS
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NORTH

0 100' 200' 300'

GRAPHIC SCALE

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RYE, NY 10580-3345

KAYASA HOLDINGS LLC
84 OVERLOOK PL
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CONCEPT PLAN FOR

ANACAPRI

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CONTAINING:
1X, 1-36, BLK A; LOTS 1-22, BLK B; LOTS 1X,1-42, BLK C; LOTS 1X, LOTS 1-22, BLK D; LOTS 1X, 1-45, BLK E; LOTS 1-25, BLK F; LOTS 1X, 1-10, BLK G; LOTS 1X, 1-15, BLK H; LOTS 1-12, BLK J; LOTS 1-14, BLK K; LOTS 1X, 1-34, BLK L; LOTS 1X, 1-27, BLK M; LOTS 1X, 1-18, BLK N; LOTS 1X, 1-29, BLK P; LOTS 1-16, BLK Q; LOTS 1X, 1-41, BLK R; LOTS 1X, 1-29, BLK S; LOTS 1X, 1-42, BLK T; LOTS 1X, 1-29, BLK U; LOTS 1X, 1-29, BLK V; LOTS 1X, 1-29, BLK W; LOTS 1X, 1-29, BLK X; LOTS 1X, 1-29, BLK Y; LOTS 1X, 1-29, BLK Z; LOTS 1X, 1-29, BLK A1; LOTS 1X, 1-29, BLK B1; LOTS 1X, 1-18, BLK C1; LOTS 1X, 1-18, BLK D1; LOTS 1X, 1-10, BLK E1; LOTS 1X, 1-8, BLK F1; LOTS 1-20, BLK G1; LOTS 1-20, BLK H1; LOTS 1-20, BLK S1; LOTS 1X, 1-23, BLK T1; LOTS 1-20, BLK U1; LOTS 1X, 1-34, BLK V1; LOTS 1-26, BLK W1; LOTS 1-26, BLK X1; LOTS 1-26, BLK Y1; LOTS 1X, 1-34, BLK Z1; LOTS 1-18, BLK A2; LOTS 1-18, BLK B2; LOTS 1-19, BLK C2; LOTS 1X, 1-22, BLK D2; LOTS 1-14, BLK E2; LOTS 1-27, BLK F2; LOTS 1X, 1-36, BLK G2; LOTS 1-14, BLK H2; LOTS 1X, 1-16, BLK J2; LOTS 1-24, BLK K2; LOTS 1-41, BLK L2; LOTS 1-18, BLK M2; LOTS 1-20, BLK N2; LOTS 1X, 1-15, BLK P2; LOTS 1-3, BLK Q2;

BEING A 341.11 ACRE TRACT OF LAND LOCATED
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SITUATED IN CITY OF ANNA, COLLIN COUNTY, TEXAS
NOVEMBER 4, 2020
PAGE 5 OF 6

VICINITY MAP
SCALE : N.T.S.

SITE INFORMATION

ZONING:	PD-MU
LAND USE:	SINGLE FAMILY, MULTI-FAMILY, & COMMERCIAL
LOT AREA:	14,858,751.6 SQ. FT. / 341.111 ACRES

SINGLE-FAMILY

SF-Z		SF-60	
MIN. LOT WIDTH:	40'	MIN. LOT WIDTH:	50'
MIN. LOT DEPTH:	100'	MIN. LOT DEPTH:	120'
TOTAL NUMBER OF LOTS:	588	TOTAL NUMBER OF LOTS:	651

MULTI-FAMILY TRACT

BUILDING INFORMATION

BUILDING 1	3 STORIES/67 UNITS	BUILDING 7	3 STORIES/67 UNITS
BUILDING 2	3 STORIES/67 UNITS	BUILDING 8	3 STORIES/67 UNITS
BUILDING 3	3 STORIES/67 UNITS	BUILDING 9	3 STORIES/67 UNITS
BUILDING 4	3 STORIES/67 UNITS	BUILDING 10	3 STORIES/67 UNITS
BUILDING 5	3 STORIES/67 UNITS	BUILDING 11	3 STORIES/50 UNITS
BUILDING 6	3 STORIES/67 UNITS	BUILDING 12	3 STORIES/50 UNITS

TOTAL # UNITS: 600

BUILDING HEIGHT:	3 STORIES MAX.
BUILDING HEIGHT:	45' MAX.
MULTIFAMILY UNITS	600

PARKING:

REQUIRED:	1200 SPACES
PROVIDED:	1228 SPACES

LEGEND

BOUNDARY LINE · EXISTING PARCEL LINE · PROPOSED LOT LINE
MAJOR TOPOGRAPHY · MINOR TOPOGRAPHY · FEMA 100-YEAR FLOODPLAIN
EXISTING EASEMENT · PROPOSED SETBACK · PROPOSED STREET CENTERLINE
PROPOSED EDGE OF PAVEMENT · PROPOSED R.O.W · APPROX. CENTERLINE OF CREEK
PROPOSED FIRE LANE · PROPOSED BUILDING LOCATION · PROPOSED TRASH COMPACTOR
ZONING BOUNDARY · APPROX. GARAGE LIMITS · 6' MASONRY SCREENING WALL
8' HIKE & BIKE TRAIL · 10' HIKE & BIKE TRAIL

ANNA, ISD
NO DEED INFORMATION
ZONED SF-E

ANNA, CITY OF
INST # 1083120
ZONED SF-E

COX HOWARD J ETAL
NO DEED INFORMATION LISTED
ZONED SF-E

SFR JV-1 2020-1 BORROWER LLC
INST # 20200723001159600
ZONED PD-R

KELLEY-SMITH ANITA Y
INST # 20120718000872390
ZONED PD-R

BARRETT STEPHEN BLAKE & REBECCA
INST # 20171130015071 10
ZONED PD-R

MIRELES TOMAS & MARIA L
INST # 1389310
ZONED PD-R

COLLINS, LAURA
NO DEED INFORMATION
NOT ZONED

JH PROPERTIES LTD
20081003057424640
ZONED AG

KIM YOUNG &
INST # 20170908000747130
ZONED AG

S89°17'12"E 1496.79
S88°41'41"E 189.96
S88°41'41"E 401.13
S88°38'16"E 810.84
N01°17'03"W 1185.56
S01°29'28"W 3020.79

FUTURE MANTUA ROAD
FERGUSON PARKWAY
FUTURE WEST CROSSING BLVD
EXISTING 50' PIPELINE EASEMENT

8' WALKING TRAIL (TYP.)
10' WALKING TRAIL (TYP.)
10' TREE PRESERVATION EASEMENT
EXISTING TREES
6' MASONRY WALL

STREET A2 · STREET B2 · STREET C2 · STREET D2 · STREET O2
STREET E2 · STREET F2 · STREET G2
STREET I2 · STREET J1 · STREET K1 · STREET L1 · STREET M1
STREET N1 · STREET O1 · STREET Q1 · STREET X1
STREET H1 · STREET I1

770 · 760 · 750

(PD SF-60) · (PD SF-Z)

MATCH LINE PAGE 6
MATCH LINE PAGE 5

EXHIBIT 2

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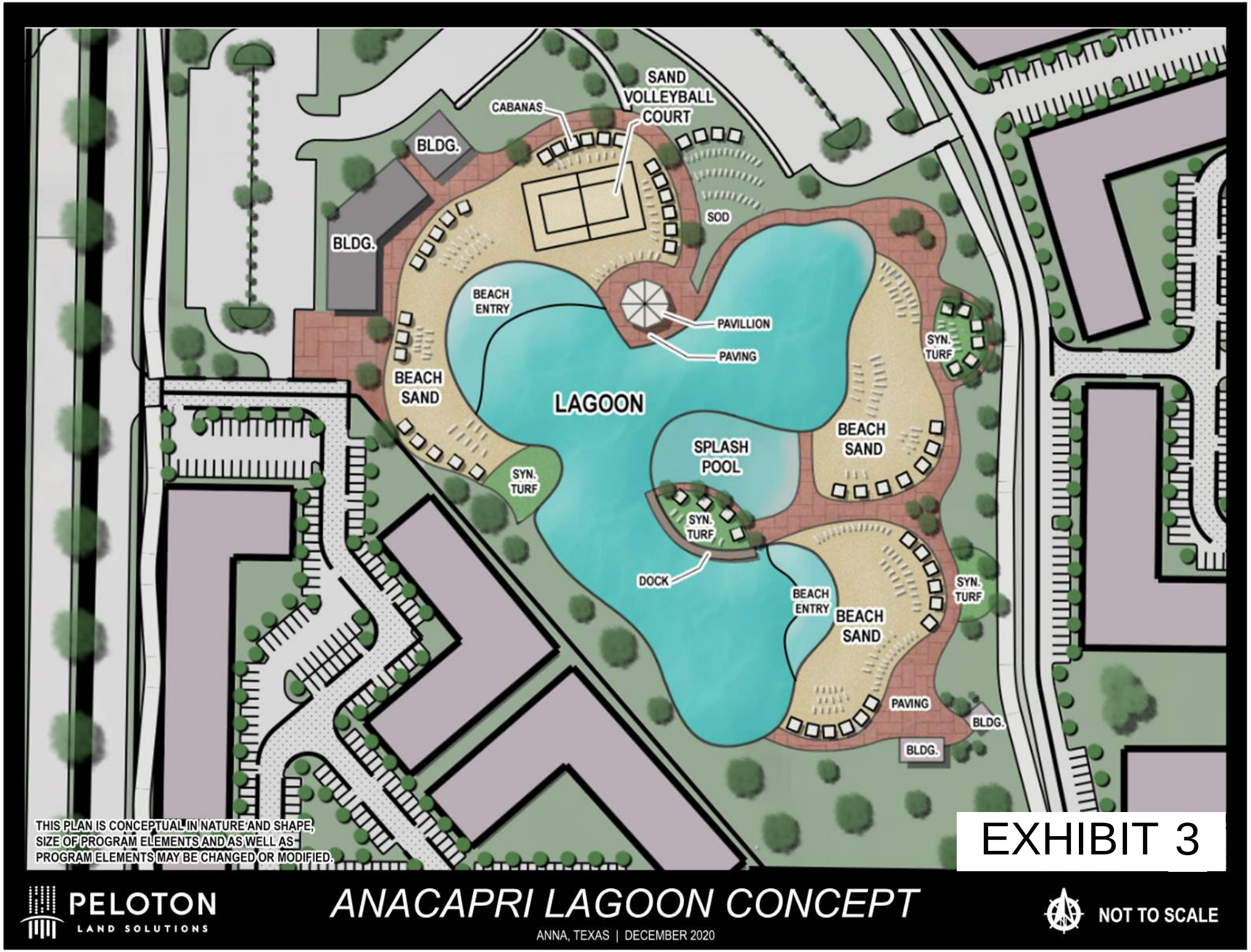
CONCEPT PLAN FOR ANACAPRI

EXISTING 'PD-R' & 'AG' ZONING
CONTAINING:

1X, 1-36, BLK A; LOTS 1-22, BLK B; LOTS 1X,1-42, BLK C; LOTS 1X, LOTS 1-22, BLK D; LOTS 1X, 1-45, BLK E; LOTS 1-20, BLK F; LOTS 1X, 1-10, BLK G; LOTS 1X, 1-15, BLK H; LOTS 1-12, BLK J; LOTS 1X, 1-41, BLK K; LOTS 1X, 1-34, BLK L; LOTS 1X, 1-27, BLK M; LOTS 1X, 1-19, BLK N; LOTS 1X, 1-29, BLK P; LOTS 1-16, BLK R; LOTS 1X, 1-16, BLK S; LOTS 1-22, BLK U; LOTS 1X, 1-33, BLK V; LOTS 1X, 1-20, BLK W; LOTS 1-20, BLK B1; LOTS 1X, 1-7, BLK C1; LOTS 1X, 1-22, BLK E1; LOTS 1X, 1-20, BLK F1; LOTS 1X, 1-20, BLK G1; LOTS 1X, 1-20, BLK H1; LOTS 1X, 1-20, BLK J1; LOTS 1X, 1-20, BLK K1; LOTS 1X, 1-20, BLK L1; LOTS 1X, 1-20, BLK M1; LOTS 1X, 1-20, BLK N1; LOTS 1X, 1-20, BLK P1; LOTS 1-20, BLK Q1; LOTS 1-20, BLK R1; LOTS 1-20, BLK S1; LOTS 1X, 1-23, BLK T1; LOTS 1-20, BLK U1; LOTS 1X, 1-34, BLK V1; LOTS 1-28, BLK W1; LOTS 1-26, BLK X1; LOTS 1-26, BLK Y1; LOTS 1X, 1-34, BLK Z1; LOTS 1-18, BLK A2; LOTS 1-18, BLK B2; LOTS 1-19, BLK C2; LOTS 1X, 1-22, BLK D2; LOTS 1-14, BLK E2; LOTS 1-27, BLK F2; LOTS 1X, 1-26, BLK G2; LOTS 1-14, BLK H2; LOTS 1X, 1-15, BLK J2; LOTS 1-24, BLK K2; LOTS 1-41, BLK L2; LOTS 1-18, BLK M2; LOTS 1-20, BLK N2; LOTS 1X, 1-15, BLK P2; LOTS 1-3, BLK G2,

BEING A 341.11 ACRE TRACT OF LAND LOCATED
IN THE F.T. DAFFAU SURVEY, A-0288; MARTIN MOORE SURVEY, A-0649; S.E. ROBERTS SURVEY, A-0786;
SITUATED IN CITY OF ANNA, COLLIN COUNTY, TEXAS
NOVEMBER 4, 2020
PAGE 6 OF 6


SAND VOLLEYBALL COURT
CABANAS
BLDG.
BLDG.
SOD
BEACH ENTRY
PAVILLION
PAVING
SYN. TURF
BEACH SAND
LAGOON
SPLASH POOL
BEACH SAND
SYN. TURF
SYN. TURF
DOCK
BEACH ENTRY
BEACH SAND
SYN. TURF
PAVING
BLDG.
BLDG.
THIS PLAN IS CONCEPTUAL IN NATURE AND SHAPE, SIZE OF PROGRAM ELEMENTS AND AS WELL AS PROGRAM ELEMENTS MAY BE CHANGED OR MODIFIED.
EXHIBIT 3
PELOTON LAND SOLUTIONS
ANACAPRI LAGOON CONCEPT
ANNA, TEXAS | DECEMBER 2020
NOT TO SCALE

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE ANACAPRI CONCEPT PLAN

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.04 of the Anna City Code of Ordinances ("Zoning Ordinance"); and

WHEREAS, David Kalhoefer, Peloton Land Solutions, has submitted an application for approval of the Anacapri concept plan.

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

Section 1. **Recitals Incorporated**

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

Section 2. **Approval of Concept Plan.**

The City Council hereby approves the Anacapri concept plan attached hereto as Exhibit A.

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

ATTEST:

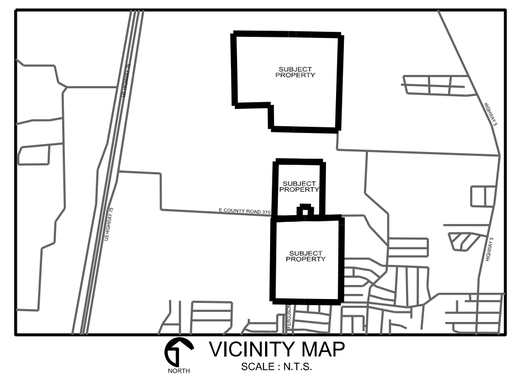
_____

City Secretary, Carrie L. Land

APPROVED:

_____

Mayor, Nate Pike



VICINITY MAP
SCALE : N.T.S.

CR 371

SF-60

SF-60

SF-Z

SF-Z

Ferguson Parkway

West Crossing Blvd.

Rosamond Parkway

Anna HS

C-1 with multi-family
(blue lagoon location)

Ferguson Parkway

City of Anna
Water Tower

CR 370

SF-60

West Crossing Blvd.

Dedication
to Anna ISD

Hackberry Drive

SINGLE-FAMILY

SF-Z		SF-60	
MIN. LOT WIDTH:	40'	MIN. LOT WIDTH:	50'
MIN. LOT DEPTH:	100'	MIN. LOT DEPTH:	120'
TOTAL NUMBER OF LOTS:	588	TOTAL NUMBER OF LOTS:	651

MULTI-FAMILY TRACT

BUILDING INFORMATION

BUILDING 1	3 STORIES/50 UNITS	BUILDING 7	3 STORIES/50 UNITS
BUILDING 2	3 STORIES/50 UNITS	BUILDING 8	3 STORIES/50 UNITS
BUILDING 3	3 STORIES/50 UNITS	BUILDING 9	3 STORIES/50 UNITS
BUILDING 4	3 STORIES/50 UNITS	BUILDING 10	3 STORIES/50 UNITS
BUILDING 5	3 STORIES/50 UNITS	BUILDING 11	3 STORIES/50 UNITS
BUILDING 6	3 STORIES/50 UNITS	BUILDING 12	3 STORIES/50 UNITS

TOTAL # UNITS: 600

BUILDING HEIGHT:	3 STORIES MAX.
BUILDING HEIGHT:	45' MAX.
MULTIFAMILY UNITS	600

PROJECT NO.	MEG20002
FILE PATH	J:\JOB\MEG20002\ENT\ZONING
DRAWN BY	MRB
REVIEWED BY	DAK
DATE	NOVEMBER 4, 2020

DATE	REVISIONS
NOV 23, 2020	ADDRESSING 1ST & 2ND SUBMITTAL COMMENTS
NOV 24, 2020	ADDRESSING 3RD SUBMITTAL COMMENTS

NORTH

0 300' 600' 900'

GRAPHIC SCALE

OWNERS

OAKWOOD VILLAGE APARTMENTS INC
84 OVERLOOK PL
RYE, NY 10580-3345

KAYASA HOLDINGS LLC
84 OVERLOOK PL
RYE, NY 10580-3345

JY & KC LLC
2708 AMHERST AVE
DALLAS, TX 75225-7901

KIM YOUNG & TIM MUELLER
84 OVERLOOK PL
RYE, NY 10580-3345

REPRESENTATIVE CONTACT:
ZACH IPOUR
972-339-0159

DEVELOPER

MEGATEL HOMES
2701 CEDAR SPRINGS ROAD
SUITE 700
DALLAS, TX 75201

CONTACT: ZACH IPOUR

PLANNER / ENGINEER

PELOTON
LAND SOLUTIONS
11000 FRISCO STREET
SUITE 400
FRISCO, TEXAS 75033
PHONE: 469-213-1800
CONTACT: DAVID KALHOEFER

CONCEPT PLAN FOR
ANACAPRI
EXISTING 'PD-R' & 'AG' ZONING

CONTAINING:
1X, 1-36, BLK A; LOTS 1-22, BLK B; LOTS 1X,1-42, BLK C; LOTS 1X, LOTS 1-22, BLK D; LOTS 1X, 1-45, BLK E; LOTS 1-25, BLK F; LOTS 1X, 1-10, BLK G; LOTS 1X, 1-15, BLK H; LOTS 1-12, BLK J; LOTS 1X, 1-41, BLK K; LOTS 1X, 1-34, BLK L; LOTS 1X, 1-27, BLK M; LOTS 1X, 1-18, BLK N; LOTS 1X, 1-29, BLK P; LOTS 1-16, BLK R; LOTS 1X, 1-16, BLK S; LOTS 1-22, BLK U; LOTS 1X, 1-33, BLK V; LOTS 1X, 120, BLK A1; LOTS 1-20, BLK B1; LOTS 1X, 1-7, BLK C1; LOTS 1X, 1-22, BLK D1; LOTS 1-20, BLK E1; LOTS 1-20, BLK F1; LOTS 1-20, BLK G1; LOTS 1X, 1-12, BLK H1; LOTS 1X, 1-6, BLK J1; LOTS 1-18, BLK K1; LOTS 1-18, BLK L1; LOTS 1-16, BLK M1; LOTS 1X, 1-23, BLK N1; LOTS 1X, 1-26 BLK Q1; LOTS 1-20, BLK R1; LOTS 1-20, BLK S1; LOTS 1X, 1-23, BLK T1; LOTS 1-20, BLK U1; LOTS 1X, 1-34, BLK V1; LOTS 1-26, BLK W1; LOTS 1-26, BLK X1; LOTS 1-26, BLK Y1; LOTS 1X, 1-34, BLK Z1; LOTS 1-16, BLK A2; LOTS 1-18, BLK B2; LOTS 1-19, BLK C2; LOTS 1X, 1-22, BLK D2; LOTS 1-14, BLK E2; LOTS 1-27, BLK F2; LOTS 1X, 1-36, BLK G2; LOTS 1-14, BLK H2; LOTS 1X, 1-16, BLK J2; LOTS 1-24, BLK K2; LOTS 1-41, BLK L2; LOTS 1-18, BLK M2; LOTS 1-20, BLK N2; LOTS 1X, 1-15, BLK P2; LOTS 1-3, BLK Q2,
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IN THE F.T. DAFFAU SURVEY, A-0288; MARTIN MOORE SURVEY, A-0649; S.E. ROBERTS SURVEY, A-0786;
SITUATED IN CITY OF ANNA, COLLIN COUNTY, TEXAS
NOVEMBER 4, 2020
PAGE 1 OF 6

November 20, 2020

Hello Mayor Pike, City Councilmembers, and P&Z Commission:

I am writing to say that I do not support the zoning change for apartments near Anna High School. Many homeowners in West Crossing are not supportive of this and we are also your voting constituents. Many homeowners in Anna are not supportive, yet thus far it does not seem the City is acknowledging this in prior e-mail communications.

Homes here have appreciated year after year and placement of these apartments could cause not only our home values to drop but also the associated taxes the city would receive based on our home values. If equity in homes drops, residents will surely begin to re-locate to other cities.

Fair and affordable housing is important. There should be a more detailed economic study conducted to better place these apartments in an area that is beneficial for new apartment residents and those who live near them.

Please publicly share the financial and real estate analysis that was done to support this decision of placing apartments. Thank you for your service.

Dr. Jennifer Edwards
West Crossing Homeowner

THE CITY OF
Anna

Please circle one:

In favor of request | Neutral to request | Opposed to request

Comments:
No commercial development behind Bankhurst Dr (east of North Ferguson when extended northward from Hackberry). When I purchased my home in 2017, this area was zoned for future residential growth. I would not have purchased in Anna had that area been zoned for future commercial development. I do not want the traffic or the light/noise/odor pollution that comes from commercial development - not to mention possible crime on the other side of my backfence. It would ruin the feel of my neighborhood. It will reduce my property value. PLEASE make development decisions as if you & your family lived on Bankhurst Dr.

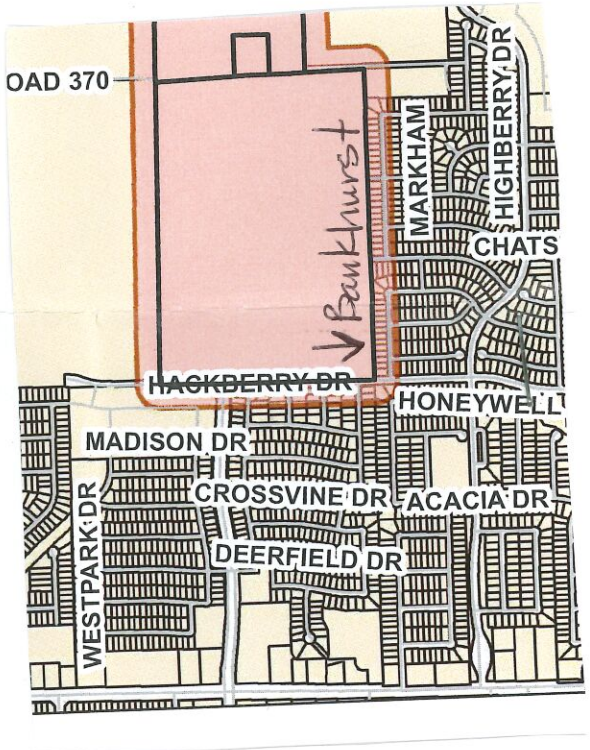
By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Jill Addison-Needles
Name (Please Print)

Jill Addison Needles
Signature

217 Bankhurst Dr.
Address

11-20-2020
Date



Please return form to:
USPS Mail:
City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:
Planning and Development Department
Public Works Building
3223 N. Powell Parkway
Anna, TX 75409

Or by e-mail to LMECKE@annatexas.gov
Subject: Zoning Response – Anacapri

Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:

Consider/Discussion/Action on a Resolution approving a variance request to allow for modified signage. (Director of Development Services Ross Altobelli)

SUMMARY:

The applicant is requesting a variance from the City of Anna Sign Ordinance for the purpose of increasing sight visibility along W. White Street (FM 455).

The request is for an increased copy area to 112 square feet due to two brands of restaurants operating in unison within the same building. The current maximum copy area is 80 square feet. Additional signage on the property will be subject to the rules and regulations of Article 9.05 Signs.

The restaurant is on 0.75± acre located on the south side of W White Street (FM 455), 1,105± feet east of S Central Expressway.

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:

Staff is in support of the increased copy area request due to the applicant willingness to enhance the aesthetic appeal of the proposed pole sign in addition to the proposed sign advertisement of two business that are located within one building on one lot.

This item is recommended for approval subject to the following:

1. Maximum 112± square feet copy area per side (allowed 80' square feet per side).

2. Minimum 8-foot masonry columns, to match the stone of the existing building, around both bases of the pole sign.

ATTACHMENTS:

1. Agenda Map
2. Taco Bell KFC Variance write-up
3. Exhibit 1
4. Exhibit 2 - Sign colors, height, and masonry columns
5. Ordinance (Variance Sign) KFC Taco Bell

APPROVALS:

Lauren Mecke, Planner II	Created/Initiated - 12/2/2020
Ross Altobelli, Director of Development Services	Approved - 12/2/2020
Jim Proce, City Manager	Final Approval - 12/2/2020

L:\Planning & Development\Project Review\Variance - Taco Bell KFC\Agenda Map.mxd

CITY OF ANNA

City Council

December 8, 2020

Sign Variance Request: Anna Retail Addition, Block A, Lot 2RB (KFC/Taco Bell)

Applicant: Karissa Pankratz

DESCRIPTION:

Request for a sign variance for a restaurant on 0.75± acre located on the south side of W White Street (FM 455), 1,105± feet east of S Central Expressway.

The applicant is requesting a variance from Article 9.05 *Signs* to increase the visibility of the two brands within the building. The applicant has provided a signage plan, Exhibit 1, that identifies the locations of signs requesting variances as well as the dimensions, color of the sign, Exhibit 2.

REMARKS:

Class 5, Major Free-Standing Signs

A class 5 major free-standing sign is a free-standing sign that is not classified as a class 1 (minor signs), class 2 (window signs), class 3 (traffic-related signs), or class 4 sign (temporary promotional signs). Major free-standing signs in retail and commercial districts can be used to identify a center or complex or either a single establishment or multiple establishments.

Pole signs are only permitted on tracts of land which was part of a parent tract adjacent to U.S. Highway 75 as of January 1, 2007.

- A plat recorded on June 20, 2007, Volume 2007, Page 329 of the Map Records, Collin County, Texas shows that this property was part of a larger, U.S. Highway 75 parent tract.

The signage copy area is determined based on the street type and lot width.

- The lot width of W White Street (FM 455) along with the lot width restricts the maximum copy area to 80 square feet.

ISSUES:

The applicant is requesting the following variance from the Sign Ordinance:

1. Copy Area - Pole Sign (KFC/Taco Bell)

- Requesting 112± square feet copy area per side (allowed 80' square feet per side). See Exhibit 2 for additional signage details.

To increase the aesthetic appeal of the proposed sign the applicant has agreed to add 8-foot masonry columns around both bases of the pole sign. The proposed masonry will match the stone of the existing building.

SUMMARY:

The applicant is requesting a variance to allow for an increased copy area of a Pole Sign. The purpose of the request is to increase sight visibility along W. White Street (FM 455). Additional signage on the property will be subject to the rules and regulations of Article 9.05 Signs.

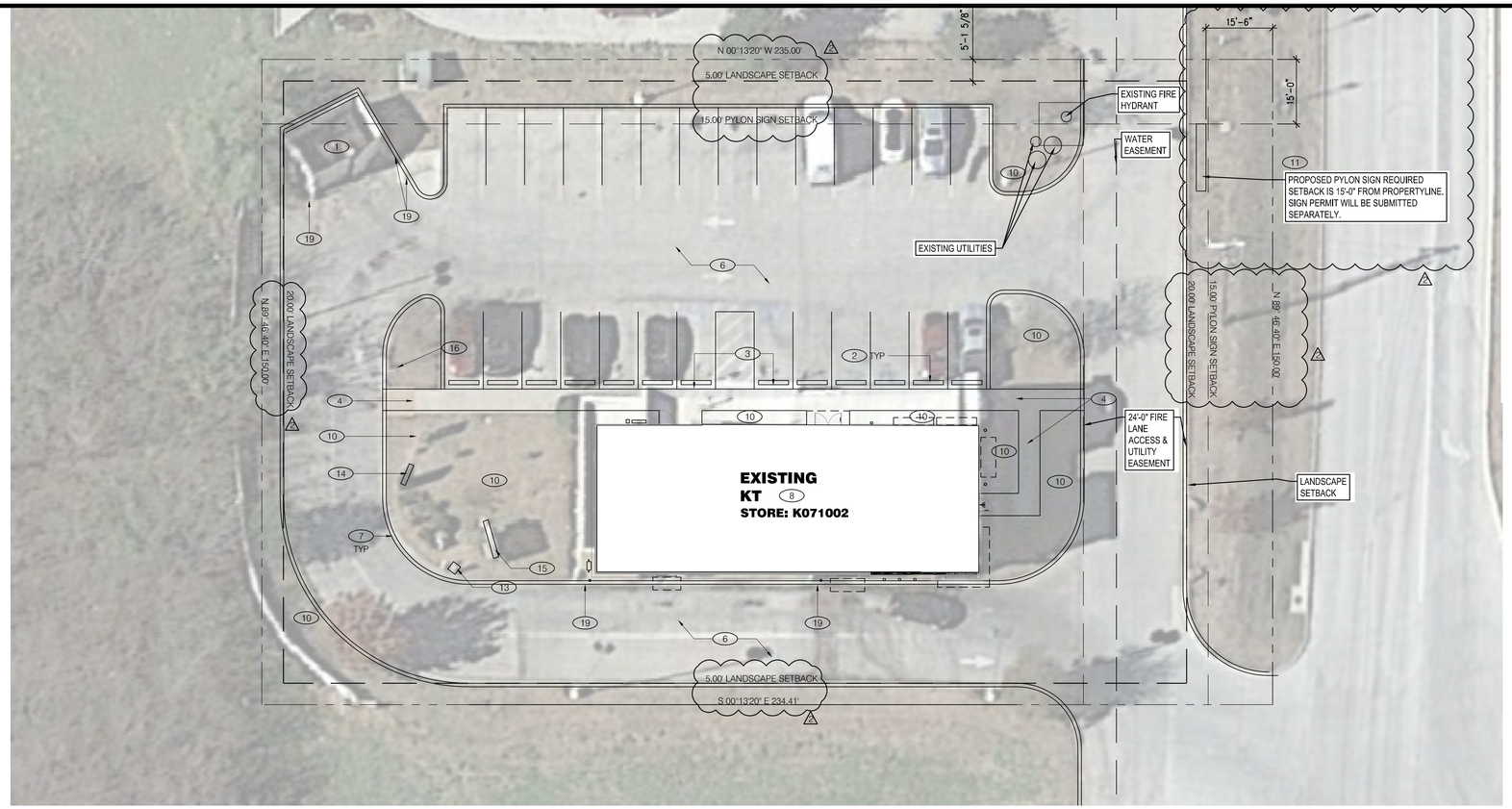
RECOMMENDATION:

Staff is in support of the increased copy area request due to the applicant willingness to enhance the aesthetic appeal of the proposed pole sign in addition to the proposed sign advertisement of two business that are located within one building on one lot.

This item is recommended for approval subject to the following:

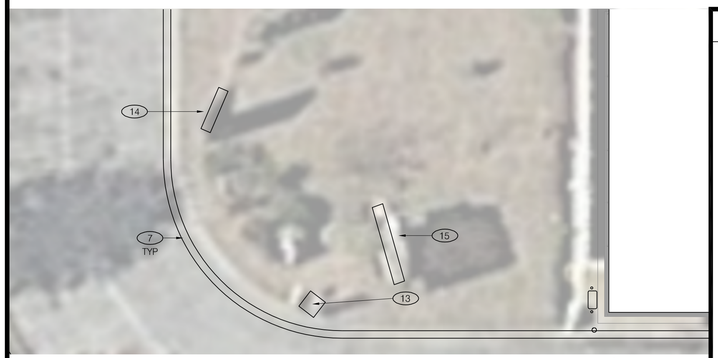
a. Maximum 112± square feet copy area per side (allowed 80' square feet per side).

b. Minimum 8-foot masonry columns, to match the stone of the existing building, around both bases of the pole sign.



SITE PLAN
Scale: 1/16" = 1'-0"

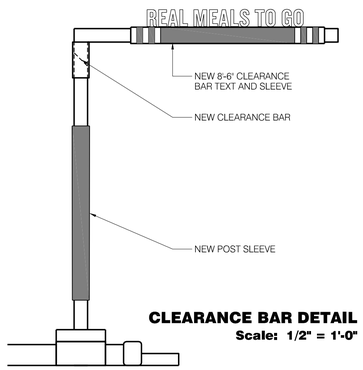
PLAN NORTH
TRUE NORTH



DRIVE THRU ENLARGED PLAN
Scale: 1/8" = 1'-0"

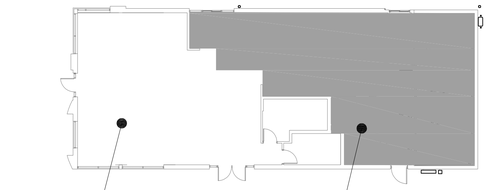
SITE WORK KEY NOTES
SEE MASTER SCHEDULE (SCHD-1) FOR ALL SITE WORK KEY NOTES AND COMPONENT TAGS

1. EXISTING DUMPSTER ENCLOSURE
2. EXISTING WHEELSTOP
3. EXISTING A.D.A. SIGNAGE
4. EXISTING CONCRETE SIDEWALK TO BE PROTECTED THROUGHOUT CONSTRUCTION
5. NOT USED
6. EXISTING CONCRETE PAVEMENT TO BE PROTECTED DURING CONSTRUCTION
7. EXISTING CURB TO BE PROTECTED THROUGHOUT CONSTRUCTION
8. EXISTING BUILDING TO BE PROTECTED THROUGHOUT CONSTRUCTION
9. NOT USED
10. EXISTING LANDSCAPING TO REMAIN
11. INSTALL NEW COMBINED BRAND PYLON SIGN, COORDINATE WITH SIGN VENDOR. (△2)
12. NOT USED
13. EXISTING SPEAKER POST TO BE PAINTED & DRIVE THRU HOURS GRAPHIC APPLIED
14. EXISTING PREVIEW BOARD
15. EXISTING MENU BOARD
16. PROVIDE NEW CLEARANCE BAR AND FOOTING TO RECEIVE
17. NOT USED
18. NOT USED
19. EXISTING BOLLARDS. PROVIDE NEW SLEEVE TO BE INSTALLED OVER EXISTING POST



CLEARANCE BAR DETAIL
Scale: 1/2" = 1'-0"

KEY PLAN
Scale: 1/16" = 1'-0"



VICINITY MAP

KFC TACO BELL
2605 W. WHITE STREET, ANNA, TX

PROJECT SUMMARY

PROJECT NAME:	KFC TACO BELL
PROJECT ADDRESS:	2605 W. WHITE STREET, ANNA, TX, 75409
LEGAL JURISDICTION:	CITY OF ANNA
BUILDING CODE:	2015 INTERNATIONAL BUILDING CODE 2015 INTERNATIONAL MECHANICAL CODE 2014 INTERNATIONAL ELECTRICAL CODE 2015 INTERNATIONAL PLUMBING CODE 2015 INTERNATIONAL FIRE CODE 2015 INTERNATIONAL ENERGY CONSERVATION CODE
BUILDING FOOTPRINT AREA:	2,983 SF
RENOVATION AREA:	1,441 SF
SEATING:	EXISTING: 64, PROPOSED: 62
TYPE OF CONSTRUCTION:	5B
OCCUPANCY TYPE:	A2-ASSEMBLY

PROJECT DESCRIPTION: THIS PROJECT CONSISTS OF AN INTERIOR FRONT OF HOUSE RENOVATION OF THE DINING AREA FOR AN EXISTING KFC TACO BELL RESTAURANT. THE KITCHEN AND DRIVE THROUGH AREAS WILL REMAIN IN OPERATION. DURING THE REMODELING PROCESS. EXTERIOR IMAGE UPGRADE WILL CONSIST OF NEW EXTERIOR BRANDING & SIGNAGE ELEMENTS WITH NEW PAINT FINISHES.

PROJECT GENERAL NOTES

A. IT IS INTENDED THAT A COMPLETE OCCUPIABLE BUILDING PROJECT IS PROVIDED

B. DO NOT SCALE THESE DRAWINGS. VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. ANY DISCREPANCIES IN THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND KFC CM PRIOR TO STARTING WORK

PROJECT DIRECTORY

OWNER
MITRA QSR, LLC
7250 N. DALLAS PARKWAY, STE 800
PLANO, TX 75024
Contact:
CINDY LAROSE
214.440.4144

ARCHITECT
MARK D. MCCLUGGAGE
1525 E. DOUGLAS
WICHITA, KS 67211
Contact:
BRYAN HELMAN
816.444.4200

DRAWING INDEX

REVISIONS: 1 2 3 4 5 6 7 8 9 10

GENERAL
G-1.0 GENERAL INFORMATION ●

DEMOLITION
D-1.0 DEMOLITION; FLOOR PLAN, CEILING PLAN & EXTERIOR ELEVATIONS

ARCHITECTURAL
A-1.0 FLOOR FINISH & CEILING PLANS ●
A-1.1 FIXTURE / GRAPHIC PLACEMENT PLAN & INTERIOR ELEVATIONS ●
A-2.0 EXTERIOR ELEVATIONS ●
SCHD-1 MASTER SCHEDULE
SCHD-2 RESPONSIBILITY SCHEDULE & CONTACT LIST
AR-1.0 ACCESSIBILITY REQUIREMENTS

THIS DOCUMENT IS THE PRODUCT AND EXCLUSIVE PROPERTY OF KFC. NEITHER THE DOCUMENT NOR THE INFORMATION IT CONTAINS MAY BE COPIED OR USED FOR ANY PURPOSE WHATSOEVER EXCEPT WITH THE PRIOR WRITTEN PERMISSION OF KFC.
PLOTTED: Monday, November 30, 2020 4:40:34 PM

KFC

GLMV ARCHITECTURE
1525 E. Douglas, Wichita, KS 67211
Tel: (316) 265-9367
www.glmv.com

GLMV ARCHITECTURE, INC.
REGISTRATION NO. BR 73

REGISTERED ARCHITECT
MARK D. MCCLUGGAGE
14574
STATE OF TEXAS

11-30-2020

16017.20018

TEMPLATE VERSION:
AMERICAN SHOWMAN
TACO BELL EXPLORER

REVISION:

Mark	Date	By
	09/30/20	ANW
△1 OWNER REV.		
	11/30/20	KRP
△2 PYLON SIGN REV.		

PROJECT TITLE
CD TEMPLATE
KT, K-38 SERIES 6000
TO AMERICAN
SHOWMAN

2605 W. WHITE ST.
ANNA, TX 75409

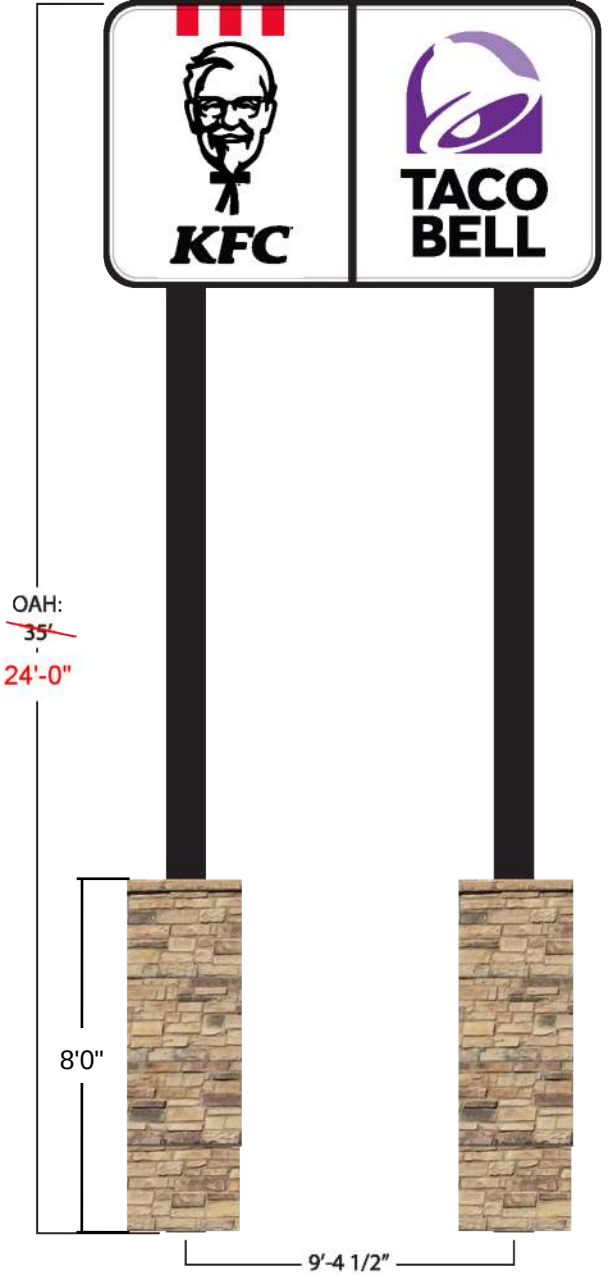
STORE NUMBER: K071002
ISSUE DATE 09/21/2020

SHEET TITLE
GENERAL INFORMATION

SHEET NO.
G-1.0

Scale: 3/8" = 1'-0"

8'-1" x 14' KFC AND TACO BELL
PAN FACE REPLACEMENT COMBO FACES



Everbrite

DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For windload requirements, actual dimensions and mounting detail, please refer to engineering specifications and install drawings. These drawings and designs are the exclusive property of Everbrite LLC Use of, or duplication in any manner without express written permission of Everbrite LLC is prohibited.

Customer: KFC/Taco Bell	Description: poles for KFC/TB - 8X14 SIGN	Customer Approval: Graphics and colors on file will be used unless otherwise specified by customer. Please review drawing carefully. By signing below, you agree to graphics as shown above, and to location of sign as shown. Please return signed copy back to Everbrite.
Project No: 416065 - 1 / Scale: 3/8"=1'-0"		
Date: 06/25/20 / Drawn By: KW		
Location & Site No: 2605 West White Street Anna, TX 75409 KTK071002	Revised:	CUSTOMER SIGNATURE / DATE
	Revised:	LANDLORD SIGNATURE / DATE

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S 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 subdivision of land, zoning, signs, landscape regulations, and tree preservation in the City; and

WHEREAS, after due consideration and discussion the City Council finds based on the evidence and arguments presented during the public hearing that the evidence:

- Demonstrates the degree of the variance is in conformance with the spirit of Article 9.05 Signs;
- Demonstrates a reasonable request due to the location in proximity of the highway impeding the property's signage visibility that is available to surrounding properties;
- Demonstrates that the location of the request shall be only for the single sign as shown on Exhibit 1 and Exhibit 2;
- Demonstrates the duration of the request to run concurrently with the business;
- Demonstrates that the request will not impact public safety;
- Demonstrates the conformance with the general plan within the city;
- Demonstrates protection of neighborhood property and property values; and
- Demonstrates the hardship is not self-inflicted.

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

Section 1. **Recitals Incorporated**

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

Section 2. **Amendment**

1. Copy Area & Masonry Requirement - Pole Sign (KFC/Taco Bell)

- Maximum 112± square feet copy area per side (allowed 80' square feet per side).

- Minimum 8-foot masonry columns, to match the stone of the existing building, around both bases of the pole sign.

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 8th day of December 2020.

ATTESTED: APPROVED:

_____ _____

Carrie L. Land, City Secretary Nate Pike, Mayor

Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact: Joey Grisham

AGENDA ITEM:
Public Hearing and Consider/Discuss/Action on a Resolution authorizing and dissolving the Sherley Tract Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code. (Director of Economic Development Joey Grisham)

SUMMARY:
An error was made in the legal description, therefore, it is necessary to dissolve and recreate the Public Improvement District.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Approve the resolution.

ATTACHMENTS:
1. Resolution Dissolving the Sherley Tract PID 11-3-20

APPROVALS:
Carrie Land, City Secretary Created/Initiated - 12/4/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING AND DISSOLVING THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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 or its extraterritorial jurisdiction; and

WHEREAS, on September 22, 2020 by Resolution No. 2020-09-798, the City Council of the City of Anna, Texas (the "City Council"), after public hearing, authorized the creation of the Sherley Tract Public Improvement District (the "District"), which District is depicted in Exhibit A and described by a metes and bounds in Exhibit B; and

WHEREAS, on October 20, 2020, the owners of real property delivered to the City of Anna, Texas a petition (the "Petition") meeting the requirements of the Act and indicating: (i) the owner of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owner of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the District have executed the Petition requesting that the City Council dissolve the District, as shown in the exhibits attached to the Petition; and

WHEREAS, the City Council investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in a newspaper of general circulation in the City in which the district is located, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, conducted a public hearing on the advisability of dissolving the District on *December 8, 2020*; and

WHEREAS, the City Council closed the public hearing on the advisability of dissolving the District on *December 8, 2020*; and

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to Anna by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.009, and 372.011, the City Council of Anna, after considering the Petition and evidence and testimony presented at the public hearing on *December 8, 2020*, hereby finds and declares that the Sherley Tract Public Improvement District, which was created by Resolution No. 2020-09-798 on September 22, 2020, is dissolved for all purposes.

Section 4. This Resolution shall take effect immediately from and after its passage and publication as required by law.

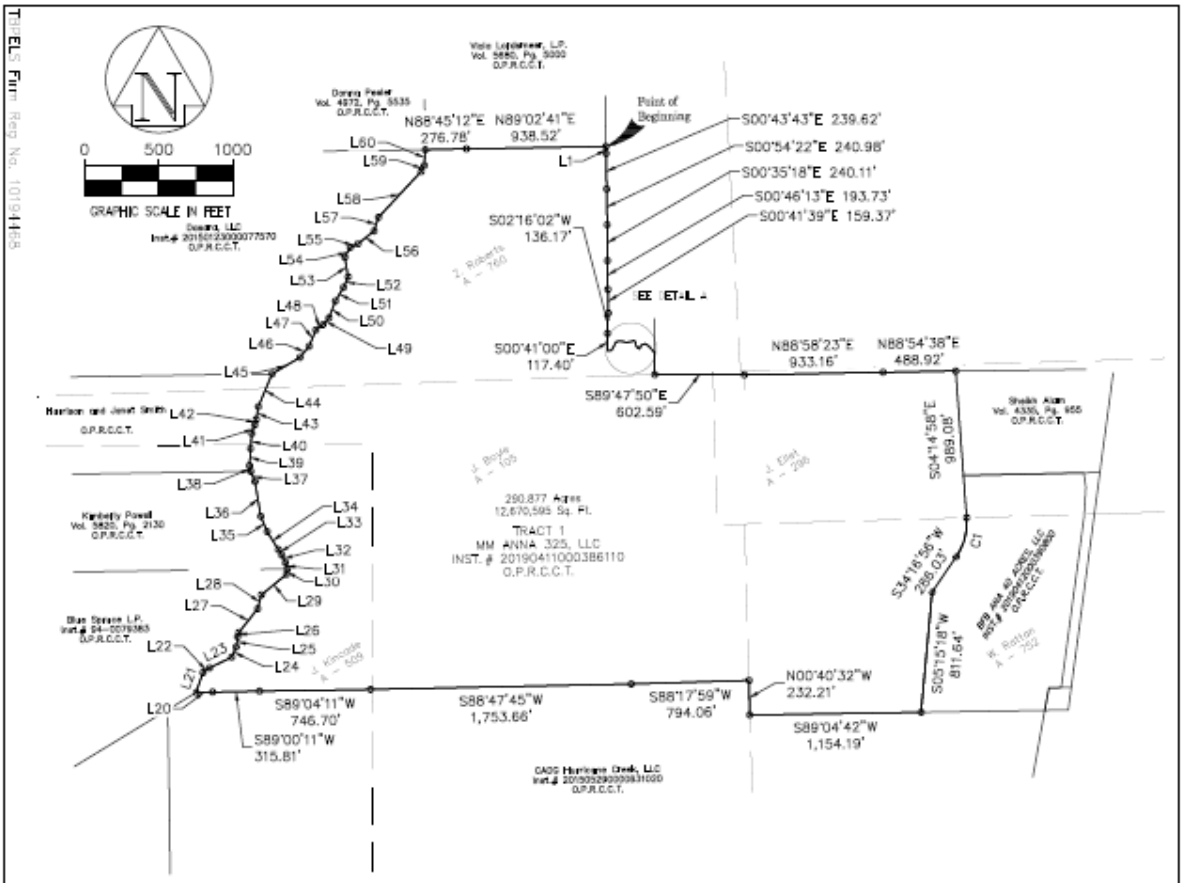
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS 8TH DAY OF DECEMBER, 2020.

_____
Nate Pike, Mayor

ATTEST:

_____
Carrie L. Land, City Secretary

EXHIBIT A
PROPERTY DEPICTION



"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

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PELOTON LAND SOLUTIONS
11000 FRISCO ST. SUITE 400
FRISCO, TX 75033 469-213-1500

JOB #: CEN18001	DRAWN BY: MYOST	CHECKED BY: SRAMSEY	DATE: 11/26/2019	PAGE #: 1 OF 1

DWG NAME J:\JOB\CEN18001_SHERLEY_325_AC\MASTER DEV_SURVEY\EXHIBITS\CEN18001_EX4_A1.DWG PLOT DATE: 6/10/2020

EXHIBIT B
PROPERTY METES AND BOUNDS DESCRIPTION

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."

Item No. 7.h.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact: Joey Grisham

AGENDA ITEM:
Public Hearing and Consider/Discuss/Action on a Resolution regarding the creation of the Sherley Tract Public Improvement District No. 2 and ordering public improvements to be made for the benefit of such district. (Director of Economic Development Joey Grisham)

SUMMARY:
This item creates the new Public Improvement District.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 1: Growing Anna Economy

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Approve the resolution.

ATTACHMENTS:
1. Sherley Tract PID No. 2 Creation Resolution 11-3-20

APPROVALS:
Carrie Land, City Secretary Created/Initiated - 12/4/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION REGARDING THE CREATION OF THE SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT NO. 2 AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

WHEREAS, the City of Anna, Texas (the "City") is authorized by Chapter 372, Texas Local Government Code, as amended (the "Act") to create a public improvement district and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district;

WHEREAS, on October 20, 2020, there was submitted to and filed with the City Secretary of the City pursuant to the Act that 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" (the "Petition") requesting the establishment of a public improvement district covering approximately 289.751 acres located in the extraterritorial jurisdiction (the "ETJ") of the City described in the Petition and Exhibit A attached hereto, and to be known as the "Sherley Tract Public Improvement District No. 2" (the "District");

WHEREAS, the City Council of the City (the "City Council") received the Petition and determined that it satisfied the requirements of the Act;

WHEREAS, after providing the notices required by the Act and by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the "Open Meetings Act"), the City Council opened and conducted a public hearing on December 8, 2020, to determine the advisability of creating and establishing the District and undertaking the public improvement projects described in the Petition;

WHEREAS, all owners of property located within the public improvement district and all other interested persons were given the opportunity at such public hearing to speak for or against the creation of the District and the proposed public improvements; and

WHEREAS, the City Council has made findings based on the information contained in the petition presented to the City Council and the comments received at the public hearing. Now, therefore,

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

Section 1. The City Council hereby approves the statements contained in the preamble of this Resolution and finds that all statements are true and correct and incorporate the same in the body of this Resolution.

Section 2. The City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and determines that:

(a) the Petition was filed with the City Secretary and was signed by 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 appraisal roll of the appraisal district in which the property is located, and by the record owners of real property liable for assessment under the proposal who own taxable real property that constitutes

more than 50 percent of the area of all real property that is liable for assessment under the proposal;

(b) the proposed public improvements described in the Petition are of the nature of the public improvements described in Section 372.003 of the Act and are advisable and desirable improvements for the District;

(c) the proposed public improvements will promote the interests of the City and are of the nature that will confer a special benefit on all property within the District by enhancing the value of such property located within the District;

(d) the nature of the proposed improvements and estimated costs thereof are set forth and described in Exhibit B attached hereto and made a part hereof for all purposes;

(e) the boundaries of the District include all of the property that is set forth and described in Exhibit A attached hereto and made a part hereof for all purposes;

(f) the assessment of costs of the proposed improvements will be levied on each parcel of property within the District in a manner that results in imposing equal shares of the costs on property similarly benefitted;

(g) the costs of the improvements shall be apportioned between the District and City such that all such costs are paid from the assessments levied on the property within the District and other sources available to the owners and developers of the property within the District, as further described in Exhibit B; and

(h) the District shall be managed without the creation of an advisory body.

Section 3. Based on the foregoing, the Sherley Tract Public Improvement District No. 2 is hereby created and the public improvements described in Exhibit B are authorized to be made in accordance with the service and assessment plan to be approved by the City Council.

Section 4. After adoption of this resolution, the City Secretary is authorized and directed to cause a copy of this resolution to be published in a newspaper of general circulation within the City and within the ETJ of the City.

Section 5. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. The authorization of the District pursuant to this resolution shall take effect upon publication of this resolution as provided above.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS 8TH DAY OF DECEMBER, 2020.

Nate Pike, Mayor

ATTEST:

Carrie L. Land, City Secretary

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF BOUNDARIES

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;

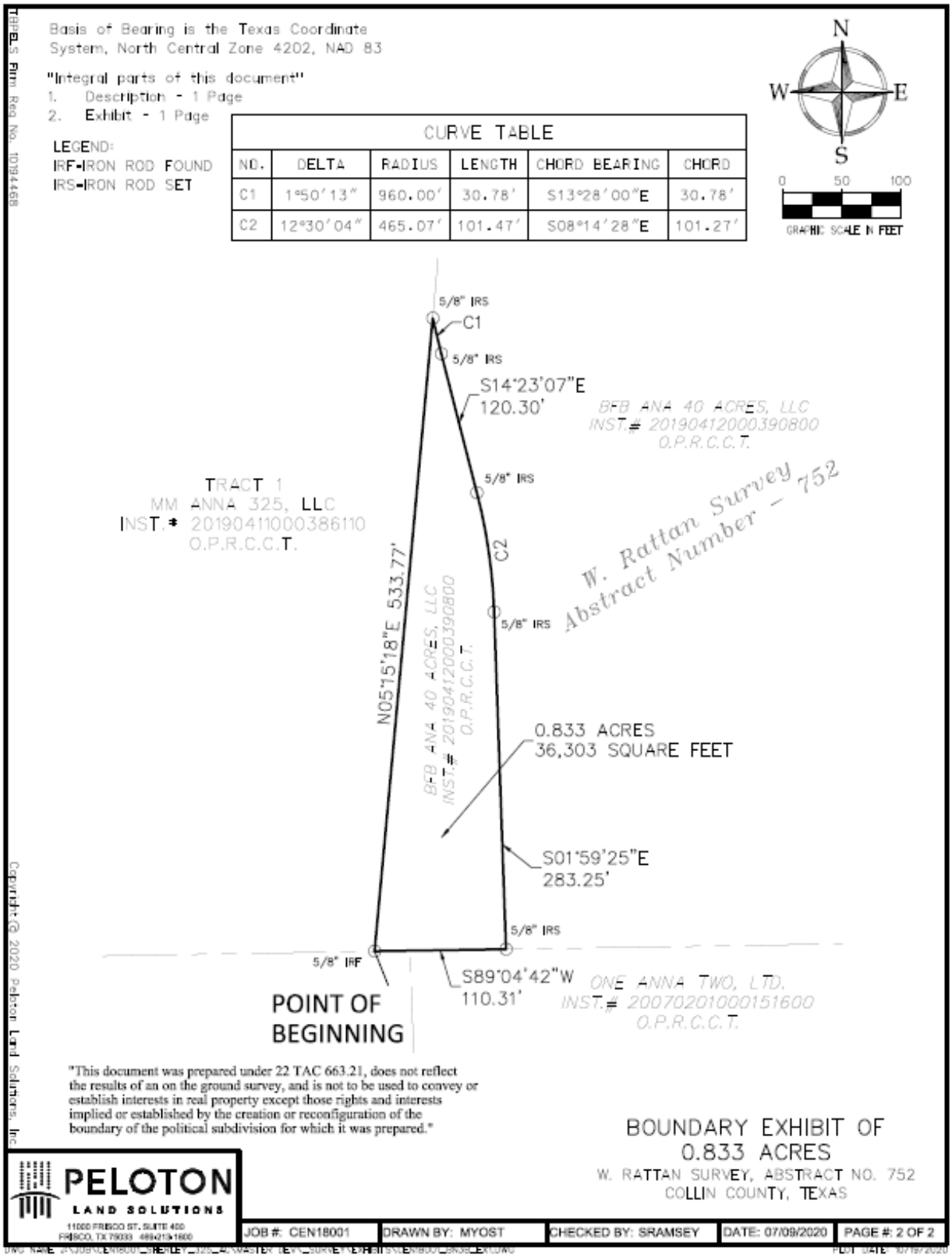
S 15° 43’ 07” W, 512.37 feet for the beginning of a curve to the left;

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


Basis of Bearing is the Texas Coordinate System, North Central Zone 4202, NAD 83
"Integral parts of this document"
1. Description - 1 Page
2. Exhibit - 1 Page
LEGEND:
IRF=IRON ROD FOUND
IRS=IRON ROD SET
CURVE TABLE
NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD
C1 | 1°50'13" | 960.00' | 30.78' | S13°28'00"E | 30.78'
C2 | 12°30'04" | 465.07' | 101.47' | S08°14'28"E | 101.27'
N
W
E
S
0 50 100
GRAPHIC SCALE IN FEET
5/8" IRS
C1
5/8" IRS
S14°23'07"E
120.30'
BFB ANA 40 ACRES, LLC
INST.# 20190412000390800
O.P.R.C.C.T.
5/8" IRS
TRACT 1
MM ANNA 325, LLC
INST.# 20190411000386110
O.P.R.C.C.T.
W. Rattan Survey
Abstract Number – 752
C2
5/8" IRS
N05°15'18"E 533.77'
BFB ANA 40 ACRES, LLC
INST.# 20190412000390800
O.P.R.C.C.T.
0.833 ACRES
36,303 SQUARE FEET
S01°59'25"E
283.25'
5/8" IRS
5/8" IRF
S89°04'42"W
110.31'
ONE ANNA TWO, LTD.
INST.# 20070201000151600
O.P.R.C.C.T.
POINT OF BEGINNING
"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."
BOUNDARY EXHIBIT OF
0.833 ACRES
W. RATTAN SURVEY, ABSTRACT NO. 752
COLLIN COUNTY, TEXAS
TBPELS Firm Reg No. 10194469
Copyright © 2020 Peloton Land Solutions, Inc.
PELOTON
LAND SOLUTIONS
11000 FRISCO ST. SUITE 400
FRISCO, TX 75033 469.213.1600
JOB #: CEN18001
DRAWN BY: MYOST
CHECKED BY: SRAMSEY
DATE: 07/09/2020
PAGE #: 2 OF 2

Tract II

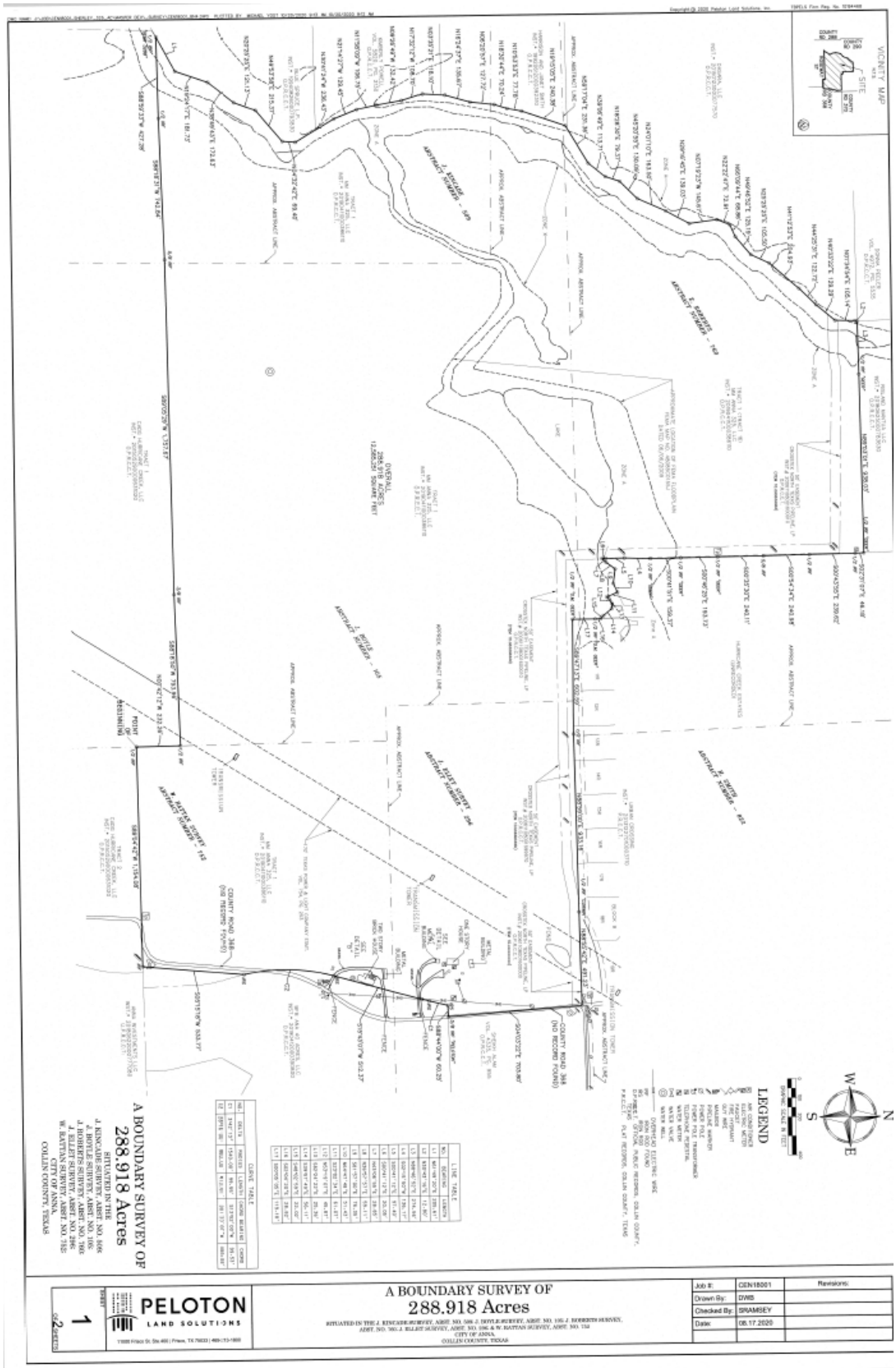

A BOUNDARY SURVEY OF
288.918 Acres
SITUATED IN THE J. KINCAIDE SURVEY, ABST. NO. 508 J. DOYLE SURVEY, ABST. NO. 195 J. ROBERTS SURVEY, ABST. NO. 760 J. ELLET SURVEY, ABST. NO. 286 W. HATTAN SURVEY, ABST. NO. 732
CITY OF ANNA
COLLIN COUNTY, TEXAS
PELOTON LAND SOLUTIONS
Job #: CEN18001
Drawn By: DWB
Checked By: SRAMSEY
Date: 08.17.2020
Revisions:
LEGEND
POINT OF BEGINNING
COUNTY ROAD 368
(80' PUBLIC ACCESS)
N
E
S
W

EXHIBIT B

PROPOSED IMPROVEMENTS AND ESTIMATED COSTS

Nature of the Authorized Improvements: The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act (the "Authorized Improvements") that are necessary for the development of the Property, which 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 Costs of the Authorized Improvements and Apportionment of Costs: The estimated total costs of the Authorized Improvements is $32,000,000.00, which costs shall be paid by assessment of the property owners within the proposed District. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property and potential tax increment reinvestment zone revenues. The developer of the property (the "Developer") may also pay certain costs of the Authorized Improvements from other funds available to the Developer, and possible tax increment reinvestment zone revenue.

Item No. 7.i.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:

1) Conduct a public hearing to consider public comments to rezone 16.2± acres located at the southwest corner of US HWY 75 and CR 370 (Future Rosemond Pkwy) from SF-E Single Family Residential-Large Lot to C-2 General Commercial.

2) Consider/Discuss/Action on a recommendation regarding the request to rezone 16.2± acres located at the southwest corner of US HWY 75 and CR 370 (Future Rosemond Pkwy) from SF-E Single Family Residential-Large Lot to C-2 General Commercial. (Director of Development Services Ross Altobelli)

SUMMARY:

A request has been submitted to rezone 16.2± acres located at the southwest corner of US Highway 75 frontage road and CR 370 (Future Rosemond Parkway) from SF-E Single Family Residential-Large Lot to C-2 General Commercial.

The applicant is requesting to rezone the subject property in order to allow for commercial development. The General Commercial (C-2) district is intended to accommodate those uses that are of city-wide and regional significance. Within this district are permitted retail, service, and office uses characteristic of retailing and wholesaling markets.

Planning and Zoning Commission recommended approval.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 3: Sustainable Anna Community Through Planned Managed Growth

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

Staff recommended this item for approval as follows:

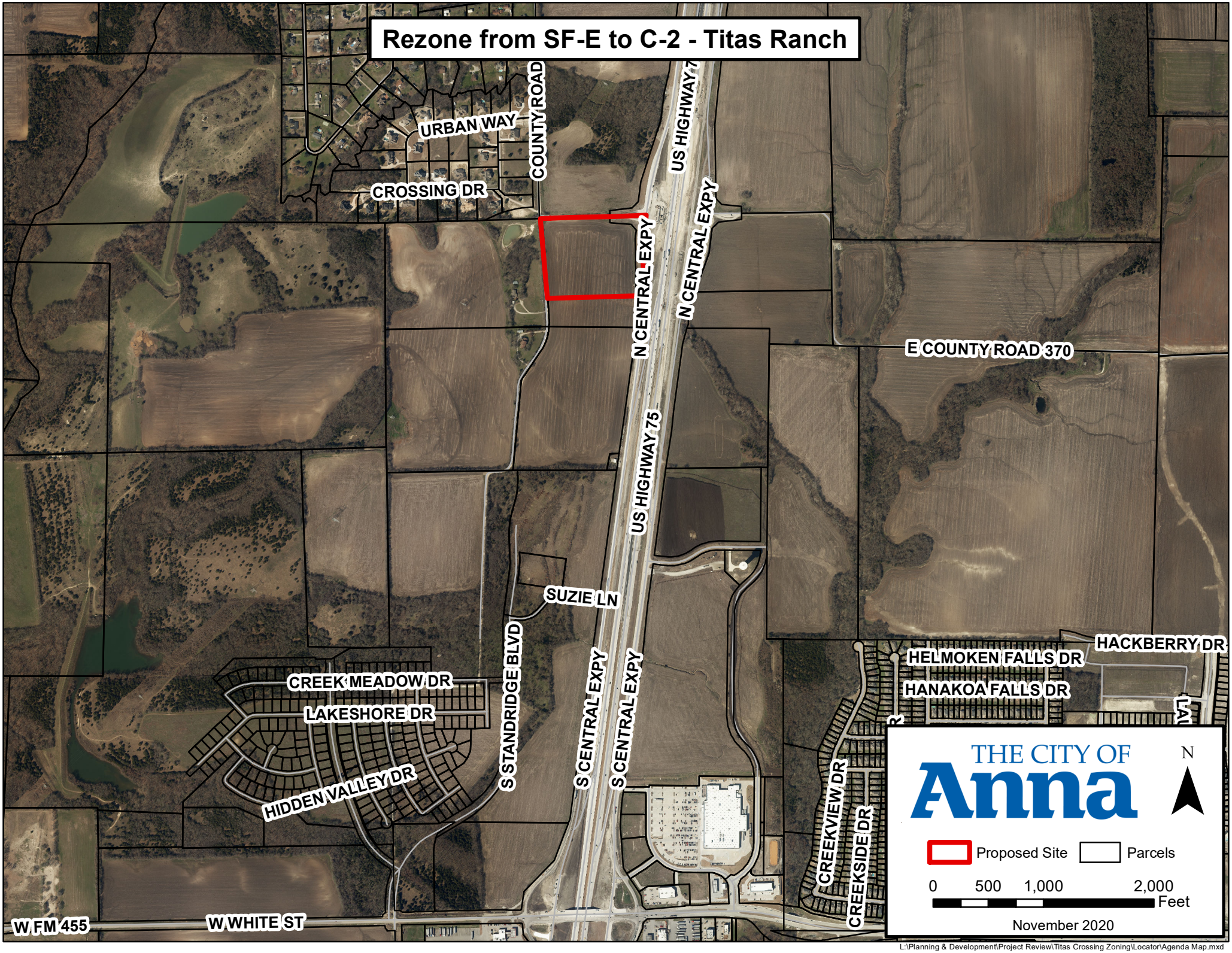
The permitted uses and standards shall be in accordance with the C-2 General Commercial District (C-2) and the Planning and Development Regulations.

ATTACHMENTS:

1. Agenda Map
2. Write Up Titas Ranch Zoning
3. Exhibit A (ZE) Titas Ranch
4. Ordinance - Titas Ranch

APPROVALS:

Lauren Mecke, Planner II	Created/Initiated - 12/2/2020
Ross Altobelli, Director of Development Services	Approved - 12/2/2020
Jim Proce, City Manager	Final Approval - 12/2/2020



L:\Planning & Development\Project Review\Titas Crossing Zoning\Locator\Agenda Map.mxd

CITY OF ANNA

PLANNING & ZONING COMMISSION

November 2, 2020

Public Hearing: Zoning – Titas Ranch

Applicant: Dwayne Zinn, Cross Engineering

DESCRIPTION:

Request to rezone 16.2± acres located at the southwest corner of US Highway 75 frontage road and CR 370 (Future Rosemond Parkway) from SF-E Single Family Residential-Large Lot to C-2 General Commercial.

REMARKS:

The applicant is requesting to rezone the subject property in order to allow for commercial development. The General Commercial (C-2) district is intended to accommodate those uses that are of city-wide and regional significance. Within this district are permitted retail, service, and office uses characteristic of retailing and wholesaling markets.

Surrounding Land Uses and Zoning

North	Undeveloped land zoned Planned Development-537-2011 (Mantua).
East	(Across US Highway 75) Undeveloped land zoned SF-E.
South	Undeveloped land zoned Planned Development-860-2020.
West	Undeveloped land conforming to the Subdivision Improvement Agreement Resolution No. 2020-06-733 (Villages of Hurricane Creek-North), located in the Extra Territorial Jurisdiction (ETJ) and Planned Development 689-2015 (Villages of Hurricane Creek).

Conformance with the City of Anna Strategic Plan and Comprehensive Plan

Anna Vision 2034

1. Principle 6: Dynamic Business Community

    a. Ability of neighbors to work in Anna.

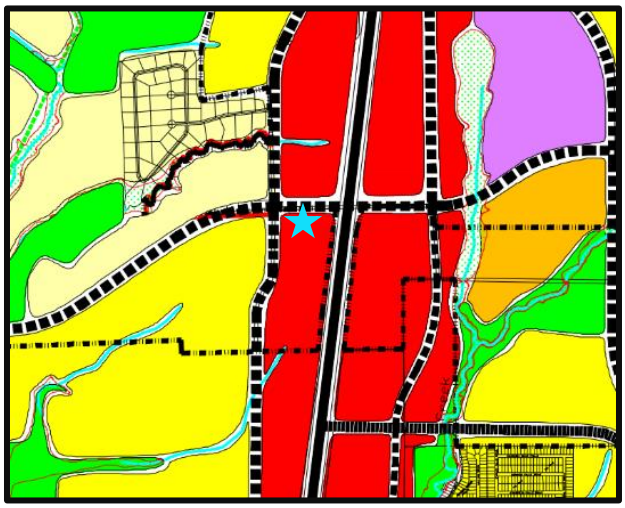
City of Anna Goals for 2024

1. Growing Anna Economy

    a. Expand the commercial tax base.

    b. More jobs for neighbors.

    c. Expand retail businesses.



Future Land Use Plan – The Future Land Use Plan designates this property as Commercial (red). This category is 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.

SUMMARY:

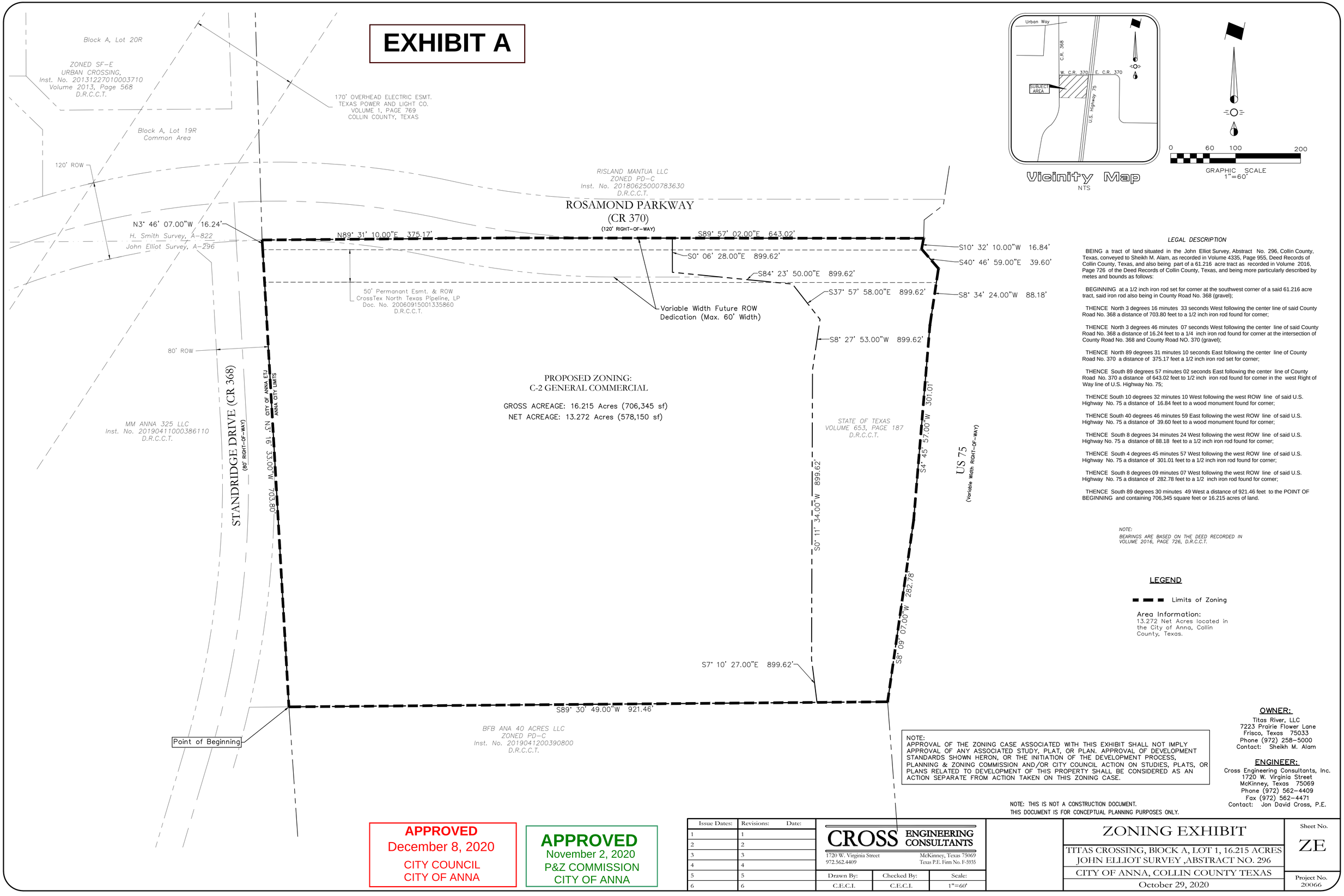
Request to rezone 16.2± acres located at the southwest corner of US Highway 75 frontage road and CR 370 (Future Rosemond Pkwy) from SF-E Single Family Residential- Large Lot to C-2 General Commercial. The request is in conformance with the Future Land Use plan and elements of the City of Anna Strategic Plan and Comprehensive Plan. For these reasons, staff is in support of the rezoning request.

RECOMMENDATION:

Recommended for approval as follows:

The permitted uses and standards shall be in accordance with the C-2 General Commercial District (C-2) and the Planning and Development Regulations.

EXHIBIT A



Vicinity Map
NTS

LEGAL DESCRIPTION

BEING a tract of land situated in the John Elliot Survey, Abstract No. 296, Collin County, Texas, conveyed to Sheikh M. Alam, as recorded in Volume 4335, Page 955, Deed Records of Collin County, Texas, and also being part of a 61.216 acre tract as recorded in Volume 2016, Page 726 of the Deed Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set for corner at the southwest corner of a said 61.216 acre tract, said iron rod also being in County Road No. 368 (gravel);

THENCE North 3 degrees 16 minutes 33 seconds West following the center line of said County Road No. 368 a distance of 703.80 feet to a 1/2 inch iron rod found for corner;

THENCE North 3 degrees 46 minutes 07 seconds West following the center line of said County Road No. 368 a distance of 16.24 feet to a 1/4 inch iron rod found for corner at the intersection of County Road No. 368 and County Road NO. 370 (gravel);

THENCE North 89 degrees 31 minutes 10 seconds East following the center line of County Road No. 370 a distance of 375.17 feet a 1/2 inch iron rod set for corner;

THENCE South 89 degrees 57 minutes 02 seconds East following the center line of County Road No. 370 a distance of 643.02 feet to 1/2 inch iron rod found for corner in the west Right of Way line of U.S. Highway No. 75;

THENCE South 10 degrees 32 minutes 10 West following the west ROW line of said U.S. Highway No. 75 a distance of 16.84 feet to a wood monument found for corner;

THENCE South 40 degrees 46 minutes 59 East following the west ROW line of said U.S. Highway No. 75 a distance of 39.60 feet to a wood monument found for corner;

THENCE South 8 degrees 34 minutes 24 West following the west ROW line of said U.S. Highway No. 75 a distance of 88.18 feet to a 1/2 inch iron rod found for corner;

THENCE South 4 degrees 45 minutes 57 West following the west ROW line of said U.S. Highway No. 75 a distance of 301.01 feet to a 1/2 inch iron rod found for corner;

THENCE South 8 degrees 09 minutes 07 West following the west ROW line of said U.S. Highway No. 75 a distance of 282.78 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 30 minutes 49 West a distance of 921.46 feet to the POINT OF BEGINNING and containing 706,345 square feet or 16.215 acres of land.

NOTE:
BEARINGS ARE BASED ON THE DEED RECORDED IN VOLUME 2016, PAGE 726, D.R.C.C.T.

LEGEND

Limits of Zoning

Area Information:
13.272 Net Acres located in the City of Anna, Collin County, Texas.

NOTE:
APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN. APPROVAL OF DEVELOPMENT STANDARDS SHOWN HERON, OR THE INITIATION OF THE DEVELOPMENT PROCESS, PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS, OR PLANS RELATED TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

OWNER:
Titas River, LLC
7223 Prairie Flower Lane
Frisco, Texas 75033
Phone (972) 258-5000
Contact: Sheikh M. Alam

ENGINEER:
Cross Engineering Consultants, Inc.
1720 W. Virginia Street
McKinney, Texas 75069
Phone (972) 562-4409
Fax (972) 562-4471
Contact: Jon David Cross, P.E.

NOTE: THIS IS NOT A CONSTRUCTION DOCUMENT.
THIS DOCUMENT IS FOR CONCEPTUAL PLANNING PURPOSES ONLY.

APPROVED
December 8, 2020
CITY COUNCIL
CITY OF ANNA

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

Issue Dates:	Revisions: Date:
1	1
2	2
3	3
4	4
5	5
6	6

CROSS ENGINEERING CONSULTANTS
1720 W. Virginia Street, McKinney, Texas 75069
972.562.4409, Texas P.E. Firm No. F-5935

Drawn By:	Checked By:	Scale:
C.E.C.I.	C.E.C.I.	1"=60'

ZONING EXHIBIT

TITAS CROSSING, BIOCK A, LOT 1, 16.215 ACRES
JOHN ELLIOT SURVEY ,ABSTRACT NO. 296
CITY OF ANNA, COLLIN COUNTY TEXAS
October 29, 2020

Sheet No.
ZE

Project No.
20066

CITY OF ANNA, TEXAS
(Property rezoned under this ordinance is generally located at the southwest corner of US Highway 75 frontage road and CR 370 (Future Rosemond 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 zoning change on Property described in Exhibit A ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located at the southwest corner of US Highway 75 frontage road and CR 370 (Future Rosemond Parkway) from SF-E Single Family Residential-Large Lot zoning to C-2 General Commercial zoning; and

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

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

Section 1. **Recitals Incorporated**

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

Section 2. **Zoning Change**

The Anna City Code of Ordinances are hereby amended by changing the zoning of the Property described in Exhibit A from Single-Family Estate (SF-E) to General Commercial (C-2) zoning.

Section 3. **Official Zoning Map**

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

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

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

Section 5. **Penalty**

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

Section 6. **Publication of the Caption and Effective Date**

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

PASSED by the City Council of the City of Anna, Texas this 8th day of December 2020.

ATTESTED: APPROVED:

_____ _____

Carrie L. Land, City Secretary Nate Pike, Mayor

Item No. 7.j.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Act on a Resolution approving an Agreement with Village Communities Development Corporation and Anna Crossing Partners SLP LP for a Multifamily Development. (Director of Economic Development Joey Grisham)

SUMMARY:

Staff recommends approval of the resolution. Provident Realty Advisors is evaluating a site in Anna for a tax credit multifamily project. Similar to the recent proposed JPI Senior Housing project, Provident is seeking bonds for this project through the Texas Dept. of Housing and Community Affairs. The site is zoned Planned Development and includes a Development Agreement associated with the zoning. Waterview Apartments will be located just west of State Highway 5 and south of West White Street in Anna, Texas. The site is 20.8 acres and will include 300 apartment homes in multiple three-story, garden-style buildings. The average size of the apartment homes will be approximately 1,080 square feet, and will include floorplans ranging from 1, 2, 3, and 4 bedrooms.

The community will also include a resident clubhouse of approximately 5,000 square feet with leasing offices and amenities for the residents including a business center, fitness center, and swimming pool. This project will consist of high quality construction materials, interior finishes, and amenities that is of the highest standards of luxury class-A multi-family communities.

The proforma development budget is $71 million or $237,000/unit. The project will be financed with tax-exempt bonds and 4% tax credits. The homes will be affordable to residents with incomes of 50%, 60%, and 70% of Area Median Income.

FINANCIAL IMPACT:

Since this project is tax-exempt, the Agreement includes a payment schedule for public services from the cash flow of the project. The City will receive $100,000 within 180 days after the issuance of the first certificate of occupancy. Subsequent annual payments will be in the amount of 20% of the full amount of ad valorem tax amount that would otherwise be assessed and imposed by the City on the Property.

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Anna – Great Place to Live

Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. Resolution
2. Exhibit A- Agreement
3. Res 2019-12-659 Anna 21 LLC Development Agreement
4. 20201202 Provident Anna Presentation

APPROVALS:

Joey Grisham, Economic Development Director Created/Initiated - 12/4/2020

RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS APPROVING AN AGREEMENT WITH VILLAGE COMMUNITIES DEVELOPMENT CORPORATION AND ANNA CROSSING PARTNERS SLP LP FOR MULTIFAMILY DEVELOPMENT

WHEREAS, the City of Anna, Texas (the "City") has a need for and desires to increase its supply of quality affordable housing for the benefit of its current and future residents; and

WHEREAS, the Village Communities Development Corporation (the "Corporation") and Anna Crossing Partners SLP LP (the "Partnership") has the capacity and desire to develop quality, safe, sanitary, and affordable housing and has identified a site in the City for a multifamily development to be more commonly known as Waterview Apartments; and

WHEREAS, the City, the Corporation and the Partnership desire to enter into the Agreement attached hereto as Exhibit A (the "Agreement") setting forth their respective rights and responsibilities;

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 (the "City Council") hereby approves the Agreement Between the City of Anna, Texas, Village Communities Development, and Anna Crossing Partners SLP LP, attached hereto and incorporated herein for all purposes, and authorizes the City Manager to execute same on its behalf.

SECTION 3. Administration

The City Council hereby authorizes the City's Economic Development Director or his designee to administer the Agreement and to execute all other documents necessary to effectuate the Agreement.

CONSIDERED, PASSED AND ADOPTED by the City Council of the City of Anna at a regular meeting on the 8th day of December 2020.

APPROVED:

_____
Nate Pike, Mayor

ATTEST:

_____
Carrie L. Land, City Secretary

Exhibit A

AGREEMENT BETWEEN THE CITY OF ANNA, TEXAS, VILLAGE COMMUNITIES DEVELOPMENT CORPORATION, AND ANNA CROSSING PARTNERS SLP LP

This Agreement ("**Agreement**") is made and entered into by and between the City of Anna, Texas (the "**City**") a political subdivision of the State of Texas, Village Communities Development Corporation, a non-profit public facility corporation ("**Corporation**") sponsored by the Housing Authority of the City of Texarkana, Texas (the "**Authority**"), a public housing authority organized under Chapter 392 of the Texas Local Government Code, and Anna Crossing Partners SLP LP, a Texas limited partnership ("Partnership").

WHEREAS, the City desires to promote, maintain, and provide safe, sanitary, and affordable housing for low to moderate-income citizens of Anna; and

WHEREAS, the Authority's mission is to provide safe, sanitary and affordable housing for eligible residents and desires to support the development and operation of affordable housing through Corporation, its affiliate entity, a public housing authority sponsored public facility corporation, in communities across the state of Texas; and

WHEREAS, Chapter 791 of Texas Local Government Code allows City and the Authority to enter into interlocal agreements in order to increase the efficiency and effectiveness of local governments; and

WHEREAS, Section 392.059 of the Texas Local Government Code states that authorities may cooperate with a municipality in providing housing for persons of low income within the boundaries of the cooperating political subdivision; and,

WHEREAS, the City has a need for and desires to increase its supply of quality affordable housing for the benefit of its current and future residents; and

WHEREAS, the Corporation has the capacity and desire to develop quality, safe, sanitary, and affordable housing in the City of Anna and has identified a site in the City for said affordable housing to be located at located on 20.799 acres of real property at 1220 S. Powell Partway (the "**Property**"); and

WHEREAS, the Corporation has identified Provident Realty Advisors, Inc., a Texas corporation, to act as its Developer partner to construct a multifamily development more commonly known as Waterview Apartments (the "**Project**"); and

WHEREAS, the Corporation and the City understand that the Project will rely on City resources including the cost of provision of public services; and

WHEREAS, this Agreement provides for payment to the City as compensation to assist with funding of said public services; and

Exhibit A

NOW THEREFORE, the City and the Corporation (collectively, the "Parties") agree as follows:

Section 1: Purpose and Objective. The Parties agree that the purpose of this Agreement is to facilitate collaboration and coordination between the Parties in the development of the Project to be constructed and operated within the territorial limits of the City for the purpose of providing quality, safe, and affordable housing to low and moderate income residents of the City; provided, however, that this Agreement does not amend or otherwise affect any development agreement related to the Property to which the City is a party.

Section 2: Role of the Corporation and Partnership. The responsibilities of the Corporation and Partnership under this Agreement shall include the following:

(a) Corporation shall work with the developer to identify and propose an appropriate financial structure to support the development of the Project.
(b) Corporation shall work with the developer to identify and propose vendors for third party services necessary to the development of the Project, including but not limited to, architects, consultants, and legal counsel.
(c) Corporation shall coordinate with the City to provide requested briefings to the City Council and City staff, as appropriate.
(d) Corporation shall work with the developer to prepare and submit an application to the Texas Department of Housing and Community Affairs ("**TDHCA**") for an allocation of 4% Low Income Housing Tax Credits ("**4% Credits**") to support the Project.
(e) Corporation's sponsor's affiliate, shall serve as the issuer of any bonds required in conjunction with the award of the 4% Credits.
(f) Corporation shall serve as the owner of the fee simple interest in the real property underlying the Project and shall enter into a long term ground lease with the owner partnership.
(g) Corporation shall serve as the sole member of the general partner of the Partnership.
(h) Partnership shall make or cause to be made annual payments to the City to assist with the funding of the City's public services provided to the Project. The first of such payments shall be in the amount of $100,000 and shall be due and payable to the City within 180 days after the first certificate of occupancy (temporary or otherwise) is issued by the City for full or partial occupancy and operation of the Project (the "First Payment Date"). Subsequent payments shall be due and payable to the City on each subsequent annual anniversary of the First Payment Date, subject to available net cash flow (as hereinafter defined) and shall be in the amount of 20% of the full amount of the ad valorem tax amount that would otherwise be assessed and imposed by the City on the Property were the Project not exempt from ad valorem taxation. As used herein, the term "Net Cash Flow" shall mean the revenue from the Project less Operating Expenses of the Project and less the amount of debt service payable to the First Lienholder. The ad valorem tax amount described herein shall be inclusive of taxes assessed and imposed on real property as well as furniture, fixtures, equipment and business personal property, and is limited only to the taxes that would otherwise be assessed and imposed by the City and no other taxing jurisdiction.

Section 3: Role of the City. The City's responsibility under this Agreement shall include the following:

(a) City shall endeavor to identify local service providers and programs that have the potential to serve and/or enhance services at the Project.
(b) City staff shall cooperate with the Corporation and shall participate in briefings to the City Council upon the Corporation's request.
(c) City staff shall work with the Corporation to facilitate any departmental approvals or city permits necessary to the completion of the Project.
(d) City agrees to expedite and assist with any procedural requirements involved in obtaining any City Council approvals necessary to the development of the Project, including approvals and resolutions related to the Project's application to TDHCA for 4% Credits.
(e) The City agrees to supply the Project with the same degree of public services that it supplies to other similar development within the City.

Section 4: Joint Obligations. In addition to the duties outlined in Sections 2 and 3 above, to facilitate the development, financing, and construction of the Project, the City and the Corporation agree to jointly collaborate to achieve the following:

(a) Determine any financial responsibilities to be assumed by either the City or the Corporation with regard to the Project.
(b) Each party shall make best efforts to consult and coordinate with the other as to timing, content, and form before issuing any press release or other public disclosure or formal statement related to this Agreement or the Project. However, this section does not prohibit any disclosures regarding this Agreement, if, in the opinion of its legal counsel, such disclosure is required by law, including but not limited to disclosures required by the Texas Public Information Act.

Section 5: Term.

Agreement Term**.** This Agreement shall be effective upon execution by the last party whose signature renders this Agreement fully executed. Unless otherwise terminated in accordance with this Agreement, the term of this Agreement ("**Agreement Term**") shall continue throughout the life of the Project (the life of the Project shall be considered to have expired if the multifamily housing operation completely ceases for a period of at least 365 consecutive days).

Section 6: Representations and Warranties.

6.1. The Corporation hereby unconditionally warrants and represents to the City as follows:

(a) It has the legal and financial capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all of the undertakings set forth herein. In connection with the Project, the Corporation will comply with all legal requirements required to be met, including but not limited to the following: (i) any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to the Authority or the

Project, including, without limitation, the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (ii) any and all covenants, conditions, and restrictions contained in any deed or other form of conveyance or in any other instrument of any nature that relate in any way or are applicable or to the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (iii) the Corporation's presently or subsequently effective bylaws and articles of incorporation or partnership, limited partnership, joint venture, trust or other form of business association agreement, (iv) any and all terms, provisions and conditions of any commitment which are to be performed or observed by the Corporation, (v) any and all leases and other contracts (written or oral) of any nature that relate in any way to the Project and to which the Corporation may be bound and (vi) all applicable restrictive covenants, zoning ordinances, subdivision and building codes, or if no local building codes are in place, then the most recent version of the International Building Code, flood disaster laws, applicable health and environmental laws and regulations and all other ordinances, orders or requirements issued by any state, federal or municipal authorities having or claiming jurisdiction over the Project.

(b) It is a duly organized and validly existing legal entity under the laws of the State of Texas.

(c) The Corporation is not a party to any contract or agreement or subject to any charter or other legal restriction of any kind which materially and adversely affects the business, property or assets, or the condition, financial or otherwise, of the Authority. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, order or decree of any court or governmental agency, or any indenture or other agreement or instrument to which the Corporation is subject, or will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation pursuant to the terms of any such indenture or agreement or instrument, and will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.

(d) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by the Corporation pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of the Corporation which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

6.2. The City hereby unconditionally warrants and represents to the Corporation as follows:

(a) It has legal capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all the undertakings set forth herein.

(b) It is a duly organized and validly existing legal entity under laws of the State of Texas.

(c) This Agreement has been duly and validly executed and hereby binds the City and constitutes a valid and legally binding obligation enforceable in accordance with its terms.

(d) The City is not a party to any contract or agreement or subject to any charter or other legal restriction of a kind which materially and adversely affects the business, property, or assets, or the condition, financial or otherwise, of the City. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, or decree of any court or governmental agency, or of any indenture or other agreement or instrument to which the City is subject, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City pursuant to the terms of any such indenture or agreement or instrument and, except as expressly set forth herein, will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.

(e) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by the City pursuant to this Agreement, or
(ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of the City which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(f) The authorization of the City Council to proceed with the execution of this Agreement shall include the authorization of the Economic Development Director ("**Director**") to provide any approvals or consents required from the City pursuant to this Agreement without the need for further action by the City Council. To the extent the Director deems any consent or approval item needs to be brought before the City Council, such City Council action shall be taken by the City within the time period necessary to meet any deadlines applicable to such item. Regardless of the foregoing, it is expressly understood and agreed that the Authority, its agents and or the Developer of the Project envisioned herein must obtain zoning approvals as if they were private parties, and that the City Council will vote upon those requests in its legislative capacity and with full authority to approve or not approve the zoning without regard to this Agreement.

Section 7: Notices. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Corporation at the following address:

Antonio D. Williams, Secretary & CEO

Exhibit A

Village Communities Development Corporation
1611 N. Robison Road
Texarkana, Texas 75501
E-mail: awilliams@texarkanaha.org

with a copy to:

Barry J. Palmer
Coats Rose, P.C.
9 Greenway Plaza #1000
Houston, Texas 77046
E-mail: bpalmer@coatsrose.com

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested to the City at the following address:

Jim Proce, City Manager
City of Anna
111 N. Powell Parkway
Anna, Texas 75409

with a copy to:

Clark McCoy
Wolfe, Tidwell & McCoy, LLP
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

Notice will be considered given and completed upon actual receipt of the notice by the receiving party. Either party may change its designated address for notice purposes upon ten (10) days' prior written notice to the other party.

SECTION 8. Cooperation and Compliance. The parties hereto agree to cooperate with each other and provide all necessary documentation, certificates and consents and to take all necessary action in order to satisfy the terms and conditions hereof in accordance with the applicable laws, regulations and agreements relating thereto.

SECTION 9. Miscellaneous.

9.1 Waivers. No delay or omission by either party to insist upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability or remedy or obligation, whether of a similar or dissimilar nature.

9.2 Assignment and Successors. No party to this Agreement will make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns and shall not bestow any rights upon any third party.

9.3 Applicable Laws, Interpretation and Governing Law. In addition to the matters specifically set forth herein, this Agreement is subject to all laws, rules, orders and regulations of the United States of America, the State of Texas, and the City of Anna. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Texas, and with respect to any dispute hereunder, jurisdiction and venue shall lie with the courts of Collin County, Texas. Should any party hereto retain counsel for the purpose of litigation to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all reasonable costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees and costs incurred by such prevailing party.

9.4 Final Agreement. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

9.5 Approvals. Any approvals required from the parties in connection with this Agreement shall not be unreasonably withheld, conditioned or delayed.

9.6 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable term or provision had not been part of this Agreement.

9.7 Headings. The Section and Subsection entitlements hereof are inserted for convenience of reference only and in no way shall alter, modify or define, or be used in construing, the text of such Sections and Subsections.

9.8 Counterparts. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

9.9 Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Agreement.

9.10 Parties Bound. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.

[SIGNATURE PAGE TO FOLLOW]

Exhibit A

EXECUTED, this____day of_____, 2020.

VILLAGE COMMUNITIES DEVELOPMENT CORPORATION
a Texas non-profit public facility corporation

By:_____
Antonio D. Williams
Secretary & CEO

CITY OF ANNA, TEXAS
a Texas municipal corporation

By:_____
Name: Jim Proce
Title: City Manager

ANNA CROSSING PARTNERS SLP LP, a Texas limited partnership

By: **ANNA CROSSING PARTNERS SLP GP LLC**, a Texas limited liability company

By:_____, its _____

CITY OF ANNA, TEXAS

RESOLUTION NO. 2019-12-659

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH ANNA 21, LLC RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTI-FAMILY DEVELOPMENT LOCATED AT 1220 S. POWELL PARKWAY.

WHEREAS, Anna 21, LLC is the Property Owner of real estate located at 1220 S. Powell Parkway; and

WHEREAS, Property Owner desires for the property to be developed as MF-2, Multi-Family Residential – High Density; and

WHEREAS, Property Owner has agreed to development and design regulations should the City approve the property to be rezoned from Agriculture to MF-2 zoning;

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

Section 1. Recitals Incorporated.

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

Section 2. Approval

The City Council hereby approves the Development Agreement with Anna 21, LLC, attached hereto as Exhibit 1, and ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and take all other actions necessary to finalize, act under and enforce the Agreement.

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

APPROVED:

Mayor Nate Pike

CITY OF ANNA TEXAS

ATTEST:

Carrie L. Smith

City Secretary Carrie Smith

EXHIBIT "1"

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered effective as of December 10, 2019 ("Effective Date") between and among the City of Anna, Texas **("City")** and Anna 21, LLC **("Property Owner")** as follows:

RECITALS

WHEREAS, the Property Owner is the sole owner of 20.799 acres of real property described and depicted on Exhibit A, attached hereto (the "**Property**"); and,

WHEREAS, the Property Owner has applied to rezone the Property to allow for multi-family residential uses; 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 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. PRELIMINARY CONCEPT PLAN.

The Property shall be developed as conceptually described and illustrated on Exhibit B (the "Preliminary Concept Plan"). The Preliminary Concept Plan may be amended from time to time with approval from the City's Planning & Zoning Commission and the City Council. Prior to any building permit being issued, a final Site Plan, Landscape Plan, Photometric Plan and building elevations shall be approved by the City Council.

SECTION 3. DEVELOPMENT STANDARDS.

The Property Owner agrees to comply and to cause all builders and any other successors or assigns to comply with the following:

A. Development and use of the Property shall be in accordance with this Agreement and the Zoning Ordinance. In the event of a conflict between this Agreement and any City regulation, ordinance or code provision, this Agreement controls.

B. Upon approval of the City Council to rezone the property to allow for multi-family uses, if such approval shall be given, development shall adhere to the MF-2, Multi-Family Residential zoning district set forth in Section 9.04.020 of the Zoning Ordinance.

C. The masonry and other building material and methodology requirements and all other requirements set forth in this Agreement are strict requirements of this Agreement, and any failure to fully adhere to same shall be a material breach of this Agreement.

D. All multi-family buildings and structures shall have at least eighty percent (80%) 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 materials with no more than (20%) consisting of cementitious siding (Hardie products) or stucco materials.

E. Roof materials for buildings and structures must be architectural roof shingles.

F. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.

G. Border fencing of stone or masonry construction of not less than six feet in height and not more than eight feet in height shall be installed along the property line on any perimeter not abutting a public street, entrance to the development or Slayter Creek. The stone or masonry wall shall have stone or masonry columns at a maximum distance of 50-foot centers. Fencecrete, iron, tubular steel and decay resistant wood may be permitted with stone or masonry columns at a maximum distance of 30-foot centers at site plan approval by the City Council. Decay resistant wood shall be capped and be kept at a minimum.

H. At site plan approval, the City Council may require additional landscaping and stone or masonry screening along the street frontage.

I. Refuse containers shall be screened from view on all sides by a wall of masonry not less than eight feet in height or by an enclosure within a building.

J. Two or more distinct building models shall be designed for projects with more than four primary buildings.

K. A covered entry area shall be designed at the main entry to each building.

L. Four architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but is not limited to:
    1) Articulation of building façade

2) Extensions to the building through covered porches, 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) Other similar design features

M. Architectural detailing, horizontal off-sets and other features shall be provided on all sides of the building to avoid blank walls and large, monolithic masses.

N. Front elevation walls shall require a minimum of a 2-foot offset between the relative front walls (exclusive of exterior balconies) at a minimum of every 75 feet horizontally.

O. Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition.

SECTION 4. NOTICES.

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

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

To Property Owner: Anna 21 LLC
2705 Clublake Trail
McKinney, Texas 75072
Attn: Don W. Collins, President

SECTION 5. 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 or Developer. 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—on or before the 5th day of February, 2020—the rezoning of the Property to be zoned as MF-2, Multiple-Family Residential, High Density ("MF-2") as set forth in Section 9.04.020 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 6. DEFAULT.

If Property Owner, its heirs, successors or assigns, subsequent owners of the Property or any other person acquiring an interest in the Property, fails to fully comply with all the terms and conditions included in this Agreement, 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 Property including without limitation building permits and certificates of occupancy.

B. The defaulting Property Owner, or their respective heirs, successors or assigns, subsequent owners of the Property or any other person acquiring an interest in the Property (collectively, the "Defaulting Developer Parties") shall be jointly and severally 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 City will additionally have any and all remedies available to it at equity or in law.

SECTION 7. 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 and Developers.

SECTION 8. INDEMNIFICATION AND HOLD HARMLESS.

THE DEVELOPER AND THE PROPERTY OWNER, INCLUDING THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (THE "INDEMNIFYING PARTIES"), HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE INDEMNIFYING PARTIES, INCLUDING THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ANY OF THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE INDEMNIFYING PARTIES 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 ANY OF THE INDEMNIFYING PARTIES AND THE CITY, THE INDEMNIFYING PARTIES' INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE INDEMNIFYING PARTIES' OWN PERCENTAGE OF RESPONSIBILITY. THE INDEMNIFYING PARTIES FURTHER COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON 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 9. REQUIREMENT FOR RECORDATION.

Property Owner will record this document, including all the Exhibits, in conjunction with the formal adoption by the City Council, and immediately provide a recorded copy to the City.

SECTION 10. ENTIRE AGREEMENT.

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

SECTION 11. RECITALS AND EXHIBITS.

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

SECTION 12. 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. Developer represents and warrants to City that the person signing this Agreement has the authority to sign the Agreement on behalf of Developer.

SECTION 13. 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 14. EFFECTIVE DATE.

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

[REMAINDER OF PAGE LEFT BLANK, SIGNATURE PAGE(S) FOLLOW.]

CITY OF ANNA

By: _____
Jim Proce, City Manager

IN WITNESS WHEREOF:

STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned notary public, on the 10th day of December, 2019, 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.

CARRIE L. SMITH
My Notary ID # 11419404
Expires February 4, 2023

Carrie L. Smith
Notary Public, State of Texas

ANNA 21, LLC, a Texas limited liability company

By: _____
Don W. Collins, President

IN WITNESS WHEREOF:

STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of _____, 2019, appeared Don W. Collins, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as President of Anna 21, LLC, a Texas limited liability company..

_____
Notary Public, State of Texas

EXHIBIT "A"
PROPERTY DESCRIPTION

DESCRIPTION 20.789 ACRES

SITUATED in Collin County, Texas, in the G. Stark survey, abstract no. 798, being a survey of part of the 12.69 acre tract described in a deed from Barbara Ann Fletcher to Kyle J. Rollins and Wendy Lynette Rollins, dated June 1, 2001, recorded in volume 4930, page 2384 and a survey of the 19.87 acre tract described in a deed from Jackie Hunn and Ulinda Faye Hunn to Kyle J. Rollins and Wendy Lynette Rollins, dated October 23, 2002, recorded in volume 5283, page 2676, both deeds of the Collin County deed records, being described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pin found at the north-northeast corner of said 19.87 acre tract;

THENCE southerly with an east line of said 19.87 acre tract as follows:
South 01°31'18" West, 127.88 feet to a 1/2-inch iron pin found;
South 01°46'09" West, 98.40 feet to a 1/2-inch iron pin set at an inside corner of said 19.87 acre tract;

THENCE South 88°49'45" East, with a north line of said 19.87 acre tract, 194.25 feet to a 1/2-inch iron pin set;

THENCE South 05°14'09" West, with an east line of said 19.87 acre tract, 219.46 feet to a 1/2-inch iron pin set at an inside corner of said 19.87 acre tract;

THENCE South 86°30'57" East, with a north line of said 19.87 acre tract, 174.00 feet to a 5/8-inch iron pin found in the west right-of-way line of State Highway 5, at the northwest corner of the 0.1991 acre tract(Part 2) recorded as clerk's file no. 20181217001525750;

THENCE southerly with the west line of said 0.1991 acre tract and the west right-of-way line of said State Highway 5 as follows:
South 22°15'10" West, 17.96 feet to a 5/8-inch iron pin found;
South 05°07'36" West, 100.03 feet to a 5/8-inch iron pin found;
South 11°27'45" East, 157.15 feet to a 5/8-inch iron pin found at the south corner of said 0.1991 acre tract;

THENCE South 05°14'27" West, with the west right-of-way line of said State Highway 5, passing at 26.58 feet the northwest corner of the 0.1208 acre tract(Part 1) recorded as clerk's file no. 20181217001525750 and continuing with the west line of said 0.1208 acre tract, in all 234.66 feet to a 5/8-inch iron pin found at the southwest corner of said 0.1208 acre tract;

THENCE North 77°45'41" West, 125.07 feet to a 5/8-inch iron pin found at the north-northeast corner of the 11.226 acre tract recorded as clerk's file no. 20131016001427770;

THENCE westerly with the north line of said 11.226 acre tract as follows:
North 78°12'44" West, 167.71 feet to a 5/8-inch iron pin found;
North 84°02'56" West, 286.88 feet to a 5/8-inch iron pin found;
North 86°55'01" West, 154.22 feet to a 5/8-inch iron pin found;
North 89°13'00" West, 234.38 feet to a 5/8-inch iron pin found;

THENCE South 06°51'56" West, with the west line of said 11.226 acre tract, 220.26 feet to a 1/2-inch iron pin found at an angle point in the west line of said 11.226 acre tract; same being an inside corner of said 12.69 acre tract;

THENCE North 70°02'12" West, with a south line of said 12.69 acre tract, passing a 1/2-inch iron pin set at 244.60 feet and continuing in all, 287.17 feet to a point in Stoyter Creek at the southwest corner of said 12.69 acre tract;

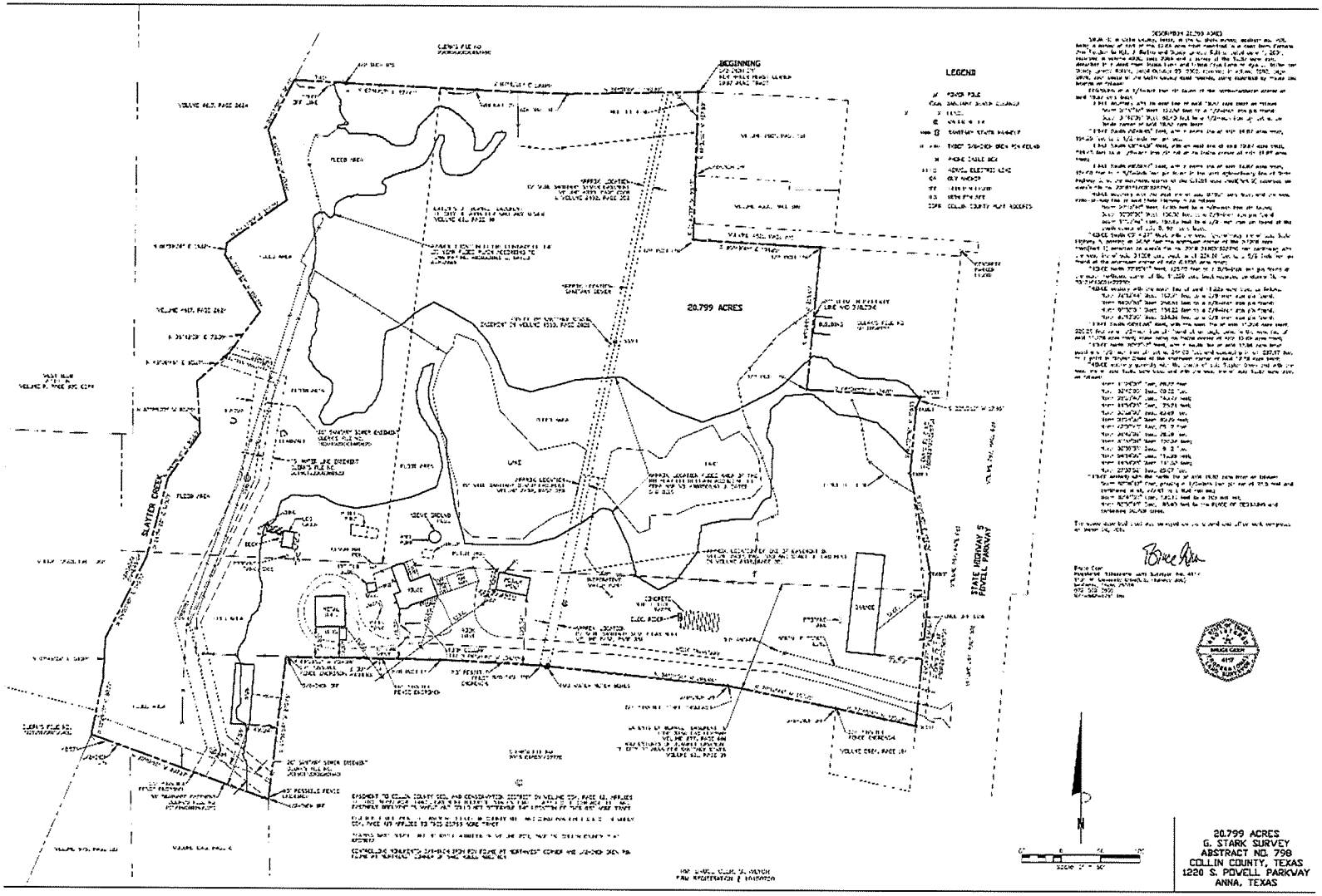
THENCE northerly generally with the center of said Stoyter Creek and with the west line of said 12.69 acre tract and with the west line of said 19.87 acre tract as follows:
North 11°29'00" East, 88.52 feet;
North 02°45'05" East, 60.32 feet;
North 26°25'40" East, 140.77 feet;
North 14°54'28" East, 125.21 feet;
North 35°28'00" East, 83.89 feet;
North 03°25'37" West, 80.29 feet;
North 48°06'46" East, 65.17 feet;
North 36°42'08" East, 78.59 feet;
North 31°35'09" West, 102.28 feet;
North 08°39'36" East, 19.12 feet;
North 54°14'09" East, 112.26 feet;
North 14°54'28" West, 111.68 feet;
North 27°37'52" East, 85.07 feet;

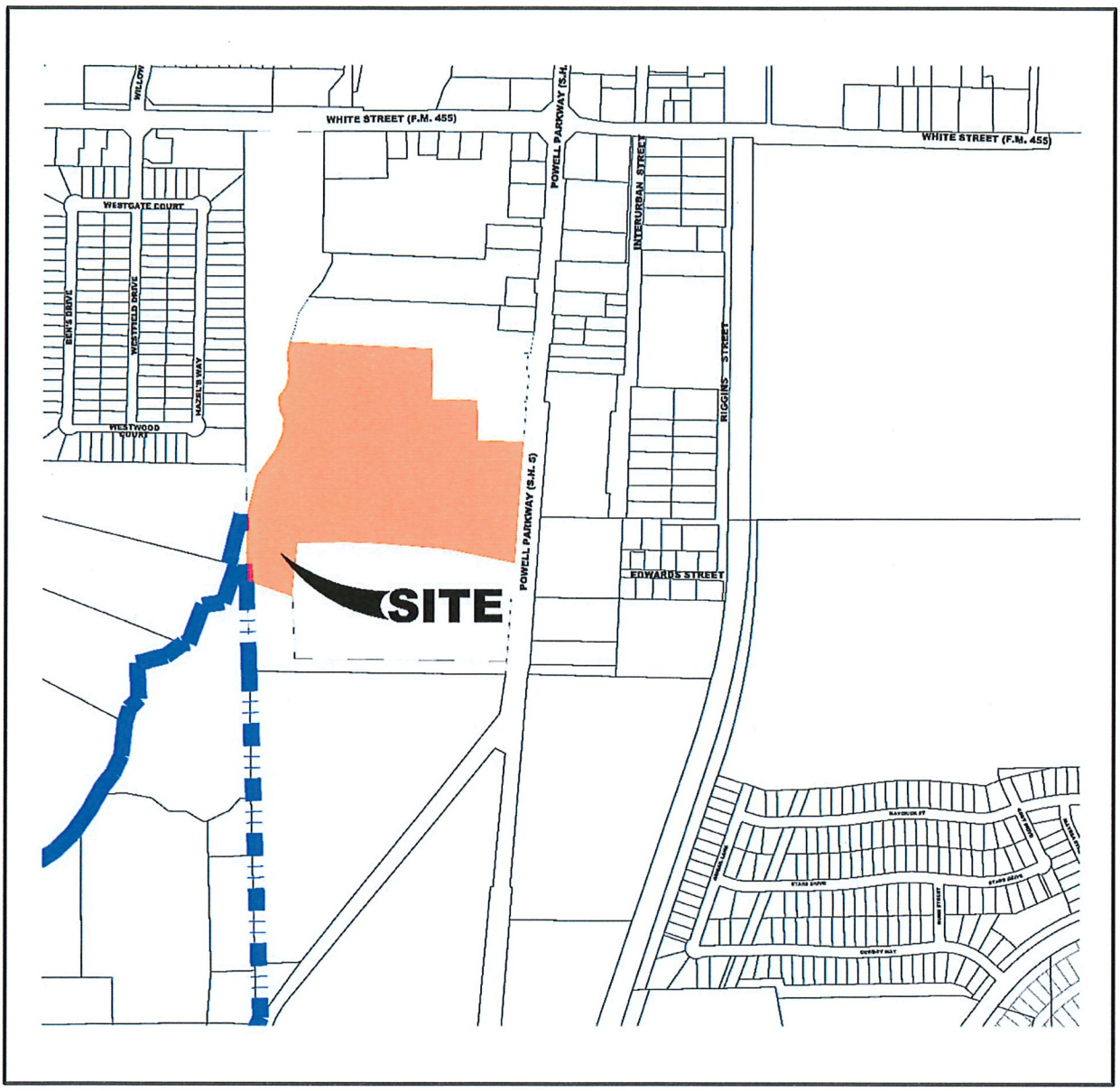
THENCE easterly with the north line of said 19.87 acre tract as follows:
South 87°09'17" East, passing a 1/2-inch iron pin set at 78.0 feet and continuing in all, 277.61 to a 60d nail set;
South 87°41'22" East, 139.19 feet to a 60d nail set;
North 88°50'10" East, 198.80 feet to the PLACE OF BEGINNING and containing 20.789 acres.

The above described tract was surveyed on the ground and office work completed on March 29, 2019

Bruce Geer
Registered Professional Land Surveyor, No. 4117
1101 W. University Drive(U.S. Highway 380)
McKinney, Texas 75069
972-562-3959
972-542-5751 fax

STATE OF TEXAS
REGISTERED
BRUCE GEER
4117
PROFESSIONAL
LAND SURVEYOR


BEGINNING
LEGEND
20.799 ACRES
SLATER CREEK
STATE HIGHWAY 5
POWELL PARKWAY
N
20.799 ACRES
G. STARK SURVEY
ABSTRACT NO. 798
COLLIN COUNTY, TEXAS
1220 S. POWELL PARKWAY
ANNA, TEXAS


WILLOW
WHITE STREET (F.M. 455)
POWELL PARKWAY (S.H. 5)
WHITE STREET (F.M. 455)
INTERURBAN STREET
WESTGATE COURT
BEN'S DRIVE
WESTFIELD DRIVE
HAZEL'S WAY
WESTWOOD COURT
RIGGINS STREET
SITE
POWELL PARKWAY (S.H. 5)
EDWARDS STREET

Waterview Apartments

1220 South Powell Parkway, Anna, TX

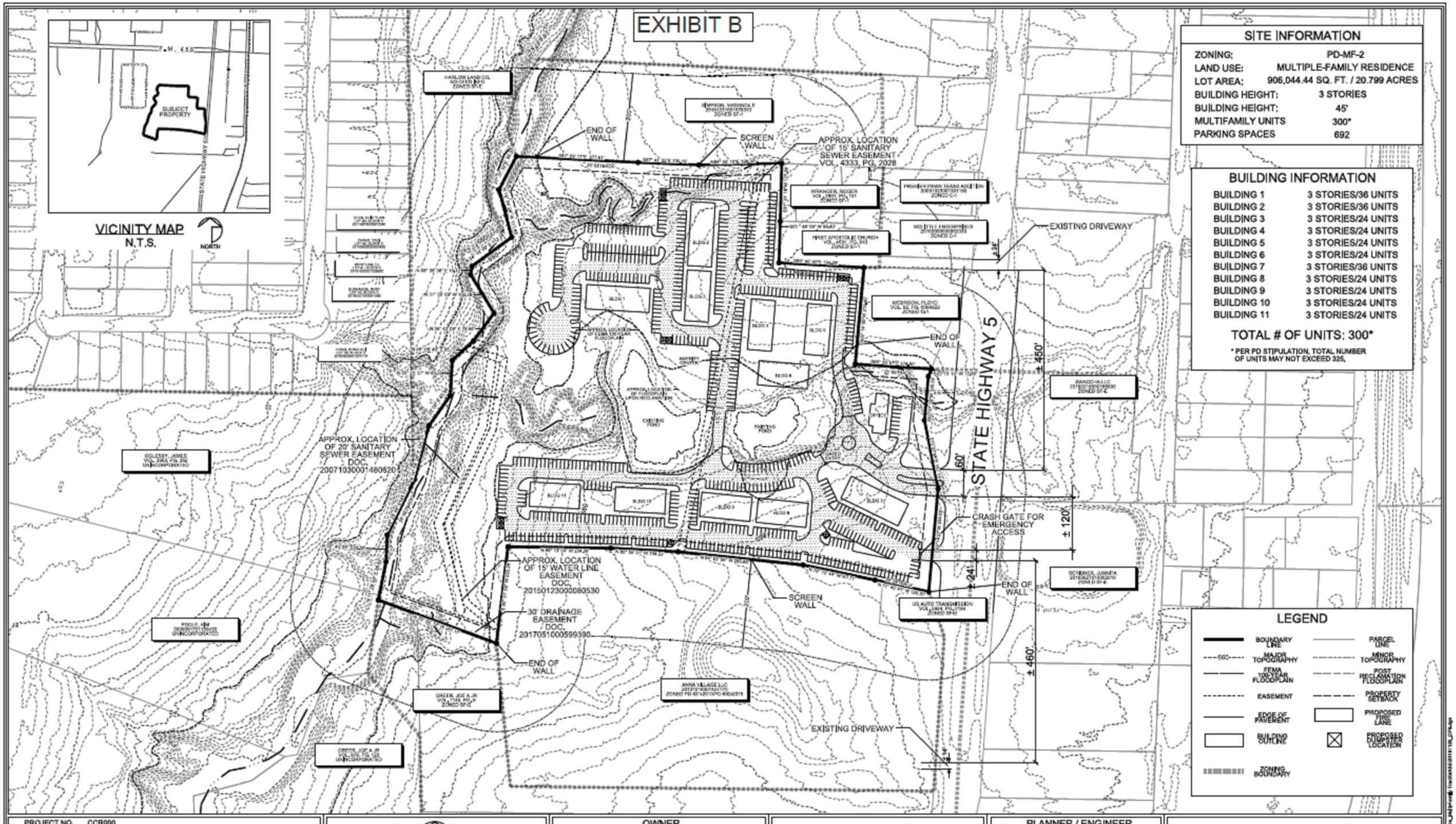
PROVIDENT
REALTY ADVISORS

10210 N. Central Expressway | Suite 300 | Dallas, Texas 75231

QUICK FACTS:

Waterview Apartments - Aerial

Waterview Apartments - Approved Zoning Preliminary Site Plan



PROJECT NO,	CCR000
FILE PATH	J:\USERS\OKALHOEFER\DON COLLINS\ANNA 21 ACRE_MULTI-FAMILY TRACT
DRAWN BY	MRB
REVIEWED BY	DAK
DATE	NOVEMBER 7, 2019

DATE	REVISIONS	
	NOVEMBER 25, 2019	60' SB AGAINST SF RES
	DECEMBER 12, 2019	ADDRESS ADD'L COMMENTS

NORTH

0 100' 200' 300'

GRAPHIC SCALE

OWNER

ANNA 21, LLC.
2705 CLUB LAKE TRL
MCKINNEY, TX 75070

PLANNER / ENGINEER

PELOTON LAND SOLUTIONS, INC
11000 FRISCO ST
SUITE 400
FRISCO, TX 75033
PHONE: 469-213-1800

WATERVIEW
LOT 1, BLOCK A
CONCEPT PLAN
BEING A 20.799 ACRE TRACT OF LAND LOCATED IN THE G STARK SURVEY, A-796
SITUATED IN CITY OF ANNA, COLLIN COUNTY, TEXAS

Lakeline Crossing, Austin TX

Magnolia on the Green, Allen TX

The Chisholm at Travolo Park, Fort Worth TX

Twin Creeks Crossing, Allen TX

The Nash, Dallas TX

Twin Creeks Crossing, Allen TX

Lakeline Crossing, Austin TX

Twin Creeks Crossing, Allen TX

The Nash, Dallas TX

The Chisholm at Travolo Park, Fort Worth TX

The Nash, Dallas TX

Lakeline Crossing, Austin TX

Lakeline Crossing, Austin TX

Lakeline Crossing, Austin TX

Auro Commons, Austin TX (Under Construction)

Waterview Apartments – Typical Amenities List

- Private Balcony or Patio in majority of units
- Solid Surface Counter Tops
- Dual Vanities in select units
- Spacious Walk-in Closets
- Ceramic Glass Cooktop Ranges
- Stainless-Steel Appliances
- Kitchen Island in select units
- Kitchen Pantries
- Linen Closets
- LED Lighting
- Energy Efficient Appliances & Windows
- Washer and Dryer connections
- 9’-0” Ceilings
- Green Building Standards

- Leasing Office with Full-Time Staff
- Clubroom
- Mailroom with Package Management
- Community/Game/Classrooms
- Resort-Style Pool
- Outdoor Pavilion
- BBQ grills
- Dog Park
- 24-Hour Fitness Center
- Yoga/Cycling area
- Free Wi-Fi Cafe
- Business Center

PROVIDENT
REALTY ADVISORS
10210 N. Central Expressway | Suite 300 | Dallas, Texas 75231

Waterview Apartments – Proposed Unit Mix

Unit Type	Unit Quantity	Income Target	Unit Size (SF)	Gross Rent
1BD/1BA	8	50%	750	$808
1BD/1BA	14	60%	750	$969
1BD/1BA	8	70%	750	$1,131
2BD/2BA	28	50%	950	$969
2BD/2BA	56	60%	950	$1,163
2BD/2BA	28	70%	950	$1,357
3BD/2BA	30	50%	1,200	$1,120
3BD/2BA	62	60%	1,200	$1,344
3BD/2BA	30	70%	1,200	$1,568
4BD/2BA	8	50%	1,350	$1,249
4BD/2BA	20	60%	1,350	$1,499
4BD/2BA	8	70%	1,350	$1,749
	300		1,080	

DFW Area Median Income: $86,200

PROVIDENT
REALTY ADVISORS
10210 N. Central Expressway | Suite 300 | Dallas, Texas 75231

Waterview Apartments

Project Summary:

- Approximately 300 units
- 20.8 gross acres, 12 net acres (estimated)
- $71 million cost

Timeline:

- TDHCA Application Submittal – January 2021
- TDHCA Awards – 2Q 2021
- Commence Construction – 3Q 2021
- Opening – 3Q 2022

Support Requested

- Interlocal Agreement with Village Communities Development Corporation
- Payment Agreement with Village Communities Development Corporation

PROVIDENT
REALTY ADVISORS
10210 N. Central Expressway | Suite 300 | Dallas, Texas 75231

Item No. 7.k.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact: Greg Peters

AGENDA ITEM:

Consider/Discuss/Act on a Resolution authorizing the City Manager to execute purchase orders in an amount not to exceed $250,000.00 for annual Street Maintenance projects with Wopac Construction, Incorporated through their annual General Road Maintenance Contract with Collin County per Court Order No. 2018-383-05-14. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

It is recommended that the City Council approve a resolution authorizing the City Manager to execute purchase orders in the amount not to exceed $250,000 for annual street maintenance projects with Wopac Construction.

This item is to approve funding for annual street maintenance projects in the City of Anna, including the following streets:
- East 7th Street from Sherley Road to end (Full Depth Reclamation)
- Wortham Drive from 5th Street to 6th Street (Full Depth Reclamation)
- Wildwood Trail (Chip & Seal Top Coat)
- County Road 368 from County Road 370 to Hurricane Creek Lane (Full Depth Reclamation)

The projects are to be funded through the Street Maintenance Sales Tax Increment and the General Fund annual Street Maintenance Budget. The funding needs are listed below, based on the quote received and 10% contingency funds for each project:

- East 7th Street ($73,345.00, Street Maintenance Tax)
- Wortham Drive ($48,805.00, General Fund)
- Wildwood Trail ($53,700.00, General Fund)
- County Road 368 ($82,040, Street Maintenance Tax)

Staff is recommending approval of the projects based on the City of Anna Community Investment Program and the pavement condition as determined by the Roadbotics pavement analysis completed last year. Our pavement analysis uses a scoring of 1 being best (brand new street), and 5 being worst (complete failure). The pavement scores for each road are:

- East 7th Street (4.72)
- Wortham Drive (3.55)
- Wildwood Trail (3.11)
- County Road 368 (4.84)

A full list of the pavement scores for all Anna streets may be seen in Exhibit 1 attached.

As a member of the Collin County Purchasing Cooperative, the City of Anna is able to receive contract pricing through the existing County contract, resulting in better unit prices and cost savings. The City is utilizing the existing contract by and between Wopac Construction, Incorporated and Collin County for General Road Maintenance.

If approved, the projects will be completed between December and March of this fiscal year.

FINANCIAL IMPACT:
The total FY2020-2021 budget for Street Maintenance projects includes: $283,837.50 in Street Maintenance Tax Funds and $148,995.00 in Street Maintenance General Funds.

Upon approval of the projects in this item there will be $128,452.50 in remaining Street Maintenance Tax Funds and $46,490.00 in remaining Street Maintenance General Funds for the remaining maintenance projects identified for this budget year, which includes Taylor Boulevard and County Road 371.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Staff recommends approval of this item.

ATTACHMENTS:
1. Resolution - Wopac Street Maintenance
2. Presentation - Street Maintenance Projects
3. Exhibit 1 - 2020 Street Maintenance Assessment

APPROVALS:
Jim Proce, City Manager Created/Initiated - 12/2/2020

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR STREET MAINTENANCE CONSTRUCTION PROJECTS AS SHOWN IN QUOTES IN EXHIBIT "A" ATTACHED HERETO, INCLUDING 10% FOR CONTINGENCY FUNDS, IN THE AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($250,000); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna is responsible for protecting the health, safety, and welfare of the community; and,

WHEREAS, in order to provide for the welfare of the community, the City's public streets require regular maintenance up to and including full depth replacement; and,

WHEREAS, The City of Anna completes major street maintenance projects on an annual basis as identified in the Community Investment Plan; and,

WHEREAS, Wortham Drive, East 7th Street, Wildwood Trail, and County Road 368 are all in need of major maintenance action in order to improve pavement conditions; and,

WHEREAS, the City of Anna is a member of the Collin County Purchasing Cooperative, which allows the City to utilize other publicly bid and awarded contracts to achieve better unit pricing; and,

WHEREAS, the City of Anna seeks to utilize Collin County's General Road Maintenance Agreement with Wopac Construction, Incorporated, as approved in Collin County Court Order No. 2018-383-05-14; and,

WHEREAS, the total cost of the projects is $250,000, including 10% for contingency funds.

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

Section 1. **Recitals Incorporated**

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

Section 2. **Authorization of Payment and Funding.**

That the City Manager is hereby authorized to execute purchase orders to Wopac Construction, Incorporated in an amount not to exceed $250,000.00 for street maintenance projects on Wortham Drive, East 7th Street, Wildwood Trail, and County Road 368 in the City of Anna, Texas.

That funding for the purchase orders shall come from the Public Works Department Street Division Fund Annual Street Maintenance line item, and the Street Maintenance Sales Tax Fund.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ___ day of December 2020.

ATTEST:

_____

City Secretary, Carrie L. Smith

APPROVED:

_____

Mayor, Nate Pike

Exhibit "A"

PURCHASING QUOTE FORM

PO # 30223

Public Works Department
3223 N. Powell Pkwy
Anna, TX 75409

THE CITY OF Anna

Description of item: Road Repair
Submitted By: Hunter Parker
Exemption : ILA/Co-op
Division to charge: Streets 10-580

****Quote Summary (Attach Supporting Documentation if Required)****

Vendor	Quantity	Unit Price	Total Price
Wopac	1	$48,816.88	$48,816.88
	0	$0.00	$0.00
	0	$0.00	$0.00
	0	$0.00	$0.00
	0	$0.00	$0.00

Quotes are required for all purchases over $500. For purchases from $500-$2,999 verbal quotes are acceptable. For purchases from $3,000-$49,999 written quotes are required; however, these purchases must be approved in writing in advance by the City Manager. Additionally 2 HUB's must be invited to quote on purchases exceeding $2,999. Evidence of the invitation must accompany the purchase order.

PW - Streets, PDF for the install one course chipseal paving. Wopac to use 4" rock for top course. Wopac to provide all traffic control as well as one lane passable to residence.

Wopac was awared the Collin County contract for all asphalt/chipseal roadways that allows municipalities ability to use goverment pricing.

10-580- 6320

Signature: [signature] Date: 11/17/20

WOPAC Const. Inc.
P.0. Box 819
Prosper, TX. 75078
972-562-8316 O
903-433-2123 F
469-525-0827 M

adamleachwopac@aol.com
www.wopacconst.com

Estimate

Estimate No: 1825
Date: 7/23/2020

QuoteTo:
City of Anna
111 N. Powell Pkwy
Anna, TX. 75409

WOPAC Contstruction, Inc. hereinafter called the company, offers to furnish all labor, materials and equipment required for the performance of the following described work.

Job and Location: One Course Chipseal at Wildwood Estates.

Item	Description	Quantity	Unit	Rate	Amount
1	Install one course chipseal using grade 4 rock for top course.	87173	SF	$0.56	$48,816.88

GRAND TOTAL $48,816.88

By:_____
Day:_____

By:_____
Wopac Const. Inc.

PURCHASING QUOTE FORM

PO # 30224

Public Works Department
3223 N. Powell Pkwy
Anna, TX 75409

THE CITY OF Anna

Description of item:	Road Repair
Submitted By:	Hunter Parker
Exemption :	ILA/Co-op
Division to charge:	Streets 10-580

****Quote Summary (Attach Supporting Documentation if Required)****

Vendor	Quantity	Unit Price	Total Price
Wopac	*1*	*$74,580.00*	*$74,580.00*
	0	*$0.00*	*$0.00*
	0	*$0.00*	*$0.00*
	0	*$0.00*	*$0.00*
	0	*$0.00*	*$0.00*

Quotes are required for all purchases over $500. For purchases from $500-$2,999 verbal quotes are acceptable. For purchases from $3,000-$49,999 written quotes are required; however, these purchases must be approved in writing in advance by the City Manager. Additionally 2 HUB's must be invited to quote on purchases exceeding $2,999. Evidence of the invitation must accompany the purchase order.

PW - Streets, PDF for full depth reclaimation and 6" cement stabilized on CR 368. To repair roadway from Hurricane Creek residence entrance south approxamatly 930 feet south to CR 370. Wopac to widen roadway as much as possible to achieve 20' width. Install two course chipseal paving. Wopac to provide all traffic control as well as one lane passable to residence when needed.

Wopac was awared the Collin County contract for all asphalt/chipseal roadways that allows municipalities ability to use goverment pricing.

10-580- 6320

Signature: [signature]

Date: 11/17/20

WOPAC Const. Inc.
P.0. Box 819
Prosper, TX. 75078
972-562-8316 O
903-433-2123 F
469-525-0827 M

adamleachwopac@aol.com
www.wopacconst.com

Estimate

Estimate No: 1824
Date: 7/23/2020

QuoteTo:
City of Anna
111 N. Powell Pkwy
Anna, TX. 75409

WOPAC Contstruction, Inc. hereinafter called the company, offers to furnish all labor, materials and equipment required for the performance of the following described work.

Job and Location: CR 368 - Reclaim, Grade and Two Course Chipseal Paving.

Item	Description	Quantity	Unit	Rate	Amount
1	Full Depth Reclamation and 6" Cement Stabilized Subgrade on CR 368 from Hurricane Creek Entrance South 928'. Grade, water and compact remaining flexbase subgrade from South of Urban Way to Intersection. 1695'x20'	33900	SF	$1.08	$36,612.00
2	Install Two Course Chipseal Paving.	33900	SF	$1.12	$37,968.00

Price Includes Barricades and Traffic Control. GRAND TOTAL $74,580.00

By:_____
Day:_____

By:_____
Wopac Const. Inc.

PURCHASING QUOTE FORM

PO # 30350

Public Works Department
3223 N. Powell Pkwy
Anna, TX 75409

THE CITY OF Anna

Description of item: Road Repair

Submitted By: Hunter Parker

Exemption : ILA/Co-op

Division to charge: Streets 10-580

****Quote Summary (Attach Supporting Documentation if Required)****

Vendor	Quantity	Unit Price	Total Price
Wopac	*1*	*$44,367.00*	*$44,367.00*
	0	*$0.00*	*$0.00*
	0	*$0.00*	*$0.00*
	0	*$0.00*	*$0.00*
	0	*$0.00*	*$0.00*

Quotes are required for all purchases over $500. For purchases from $500-$2,999 verbal quotes are acceptable. For purchases from $3,000-$49,999 written quotes are required; however, these purchases must be approved in writing in advance by the City Manager. Additionally 2 HUB's must be invited to quote on purchases exceeding $2,999. Evidence of the invitation must accompany the purchase order.

PW - Streets, PDF to reclaim Wortham St. Wopac to widen roadway as much as possible to achieve 20' width. Reclaim exsisting road depth of 8" and mix in portland cement at a rate of 40lbs per Sqy. Compact and grade, prime and install of type D asphalt compacted in place at 18' width from 5th St to 6th st.

Wopac to provide all traffic control as well as one lane passable to residence when needed.

Wopac was awared the Collin County contract for all asphalt/chipseal roadways that allows municipalities ability to use goverment pricing.

10-580-6320

Signature: Date:

WOPAC Const. Inc.
P.O. Box 819
Prosper, TX. 75078
972-562-8316 O
903-433-2123 F
469-525-0827 M

adamleachwopac@aol.com
www.wopacconst.com

Estimate

Estimate No: 1881
Date: 11/20/2020

QuoteTo:
City of Anna
111 N. Powell Pkwy
Anna, TX. 75409

WOPAC Contstruction, Inc. hereinafter called the company, offers to furnish all labor, materials and equipment required for the performance of the following described work.

Job and Location: Reconstruct Wortham St.

Item	Description	Quantity	Unit	Rate	Amount
1	Reclaim existing road to a depth of 8" and mix in portland cement at a rate of 40lbs per SY. Water, compact and grade subgrade. Prime and install 3" of Type D asphalt compacted in place at 19ft wide.	9484	SF	$4.25	$40,307.00
2	Install asphalt driveway tie ins.	8	Ea	$320.00	$2,560.00
3	Traffic Control and Barricades.	1	LS	$1,500.00	$1,500.00

GRAND TOTAL $44,367.00

By:_____
Day:_____

By:_____
Wopac Const. Inc.

PURCHASING QUOTE FORM

PO # 30351

Public Works Department
3223 N. Powell Pkwy
Anna, TX 75409

THE CITY OF Anna

Description of item: Road Repair
Submitted By: Hunter Parker
Exemption : ILA/Co-op
Division to charge: Streets 10-580

****Quote Summary (Attach Supporting Documentation if Required)****

Vendor	Quantity	Unit Price	Total Price
Wopac	*1*	*$66,676.60*	*$66,676.60*
	0	*$0.00*	*$0.00*
	0	*$0.00*	*$0.00*
	0	*$0.00*	*$0.00*
	0	*$0.00*	*$0.00*

Quotes are required for all purchases over $500. For purchases from $500-$2,999 verbal quotes are acceptable. For purchases from $3,000-$49,999 written quotes are required; however, these purchases must be approved in writing in advance by the City Manager. Additionally 2 HUB's must be invited to quote on purchases exceeding $2,999. Evidence of the invitation must accompany the purchase order.

PW - Streets, PDF for full depth reclaimation and 8" cement stabilized to reconstruct E. 7th St. Wopac to widen roadway as much as possible to achieve 20' width. Reclaim exsisting road depth of 8" and mix in portland cement at a rate of 40lbs per Sqy. Compact and grade, prime and install of type D asphalt compacted in place at 18' width from sherly to Easton to dead end. Wopac to provide all traffic control as well as one lane passable to residence when needed.

Wopac was awared the Collin County contract for all asphalt/chipseal roadways that allows municipalities ability to use goverment pricing.

10-580-6320

Signature: Date:

WOPAC Const. Inc.
P.0. Box 819
Prosper, TX. 75078
972-562-8316 O
903-433-2123 F
469-525-0827 M

adamleachwopac@aol.com
www.wopacconst.com

Estimate

Estimate No: 1882
Date: 11/20/2020

QuoteTo:
City of Anna
111 N. Powell Pkwy
Anna, TX. 75409

WOPAC Contstruction, Inc. hereinafter called the company, offers to furnish all labor, materials and equipment required for the performance of the following described work.

Job and Location: Reconstruct 7th St.

Item	Description	Quantity	Unit	Rate	Amount
1	Reclaim existing road to a depth of 8" and mix in portland cement at a rate of 40lbs per SY. Water, compact and grade subgrade. Prime and install 3" of Type D asphalt compacted in place at 18' width from Shirley Street to Easton and 17' width from Easton to dead end.	16294	SY	$3.90	$63,546.60
2	Install asphalt driveway tie ins.	4	EA	$320.00	$1,280.00
3	Traffic Control and Barricades.	1	LS	$1,850.00	$1,850.00

GRAND TOTAL $66,676.60

By:_____
Day:_____

By:_____
Wopac Const. Inc.

THE CITY OF Anna

Throckmorton Creek Sewer Extension

City Council Meeting
December 8, 2020

Overview

- Street Maintenance Overview
- Project Cost and Pavement Score
- Location Maps
- Project Timeline
- Staff Recommendation
- Next Steps

Street Maintenance Overview

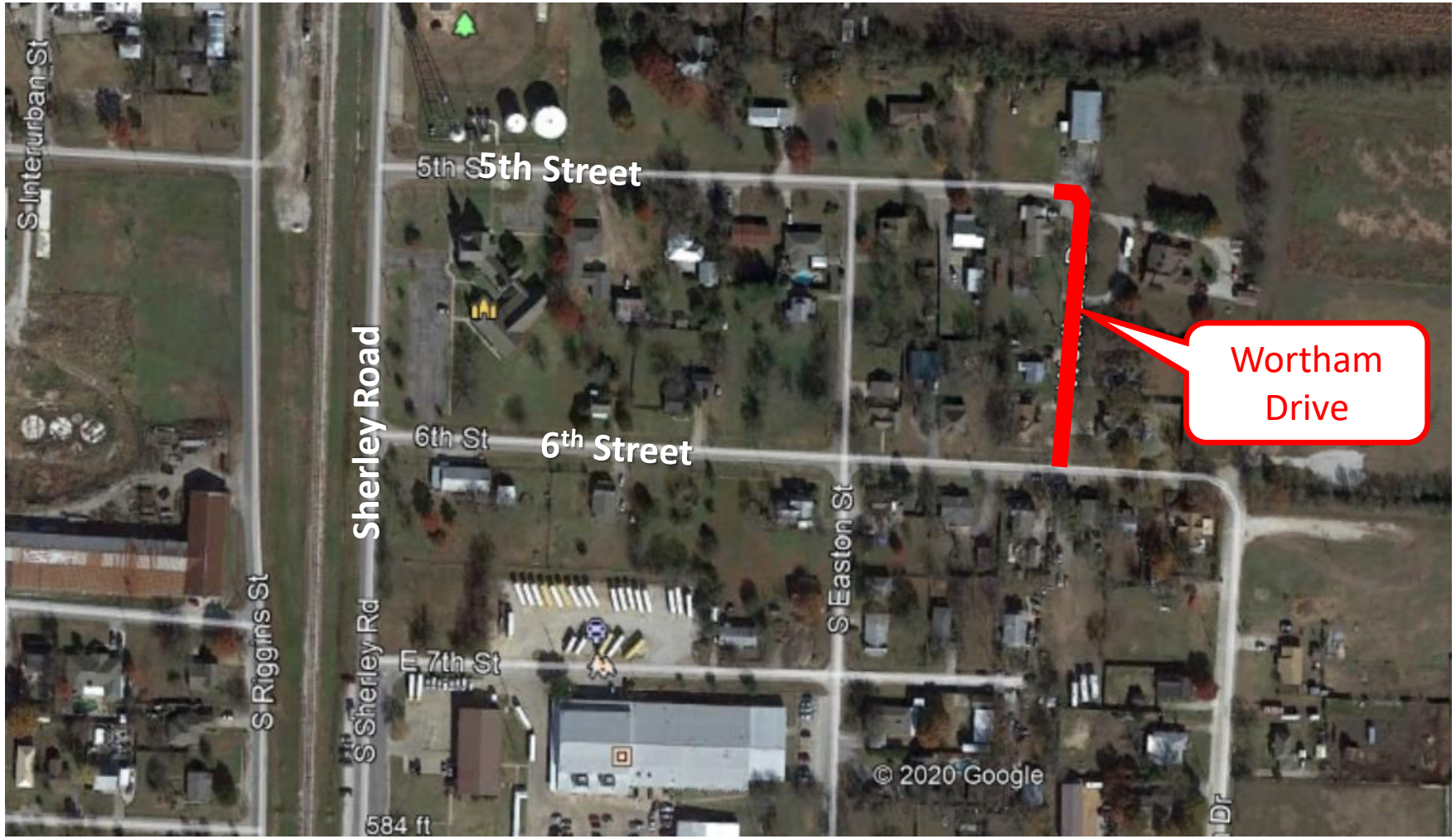
- The City of Anna completes annual street maintenance projects through the use of funds from two sources:
  - Street Maintenance Tax funding
  - General Funds allocated annually for street maintenance
- Street Maintenance projects are selected based upon a combination of need and available funding.
- Need is determined based upon our Roadbotics pavement analysis, which has scored al City streets with a value of 1 (perfect/new) to 5 (worst/total failure)
- The roadbotics score for all streets can be seen here: https://www.annatexas.gov/1172/Street-Pavement-Assessment

FY2020-2021 Street Maintenance Projects

- Projects:
  - Wortham Drive (Score: 3.55) - $48.805.00
  - East 7th Street (Score: 4.72) - $73,345.00
  - Wildwood Trail (Score: 3.11) - $53,700.00
  - County Road 368 (Score: 4.84) - $82,040.00

- The costs above include the original quote from Wopac plus a 10% contingency for use to cover unforeseen costs during construction.
- Staff will be returning in early 2021 to bring forward the remaining FY20-21 Street Maintenance projects, which include:
  - County Road 367 (Taylor Boulevard)
  - County Road 371

Wortham Drive Location Map



THE CITY OF Anna

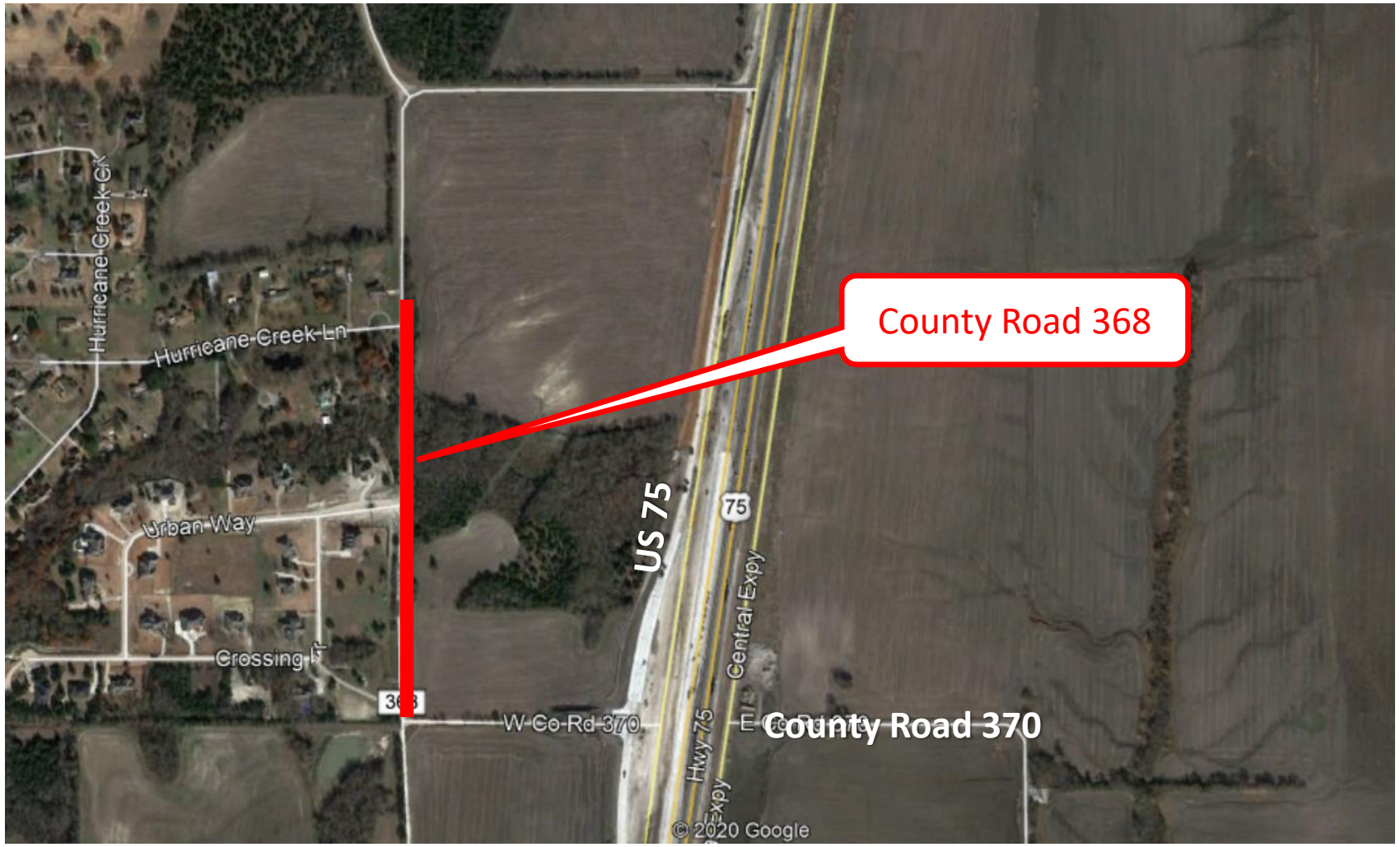
East 7th Street Location Map

THE CITY OF Anna

Wildwood Trail Location Map

THE CITY OF Anna

County Road 368 Location Map



THE CITY OF Anna

Project Funding & Timeline

- Project Funding:
  - The total FY2020-2021 budget for Street Maintenance projects includes $283,837.50 in Street Maintenance Tax Funds and $148,995.00 in Street Maintenance General Funds.
  - Upon approval of the projects in this item there will be $128,452.50 in remaining Street Maintenance Tax Funds and $46,490.00 in remaining Street Maintenance General Funds for other CIP Street Maintenance projects this fiscal year.
- Project Timeline:
  - December: project approval
  - January: construction begins
  - March: construction completes

Since there are 4 separate projects, the timing of each project is subject to change, but staff anticipates all projects will be completed in the first quarter of 2021.

Staff Recommendations

- Staff finds that Wopac Construction, Inc. is a highly qualified asphalt roadway contractor with a great deal of experience working in Anna.
- Furthermore, by utilizing their existing contract with Collin County, the City of Anna is receiving better unit pricing than if the City bid these projects separately.
- Staff recommends approval of the resolution authorizing the City Manager to execute the purchase orders.

Next Steps

- If approved, staff will execute purchase orders and schedule construction of each project with Wopac Construction, Inc.

Street Pavement Scores
By Segment
(1-5, 5=worst)

Street Name/Segment	Pavement Rating	Length (ft)	Width (ft)	Pavement Material	Pavement Area (sq. ft.)	Rehab Cost (per sq. ft.)	Rehabilitation Cost (Per Segment)	Street Classification (Per Thoroughfare Plan)	Required Scope of Work	Notes	Traffic Volume
North Riggins Street	5	334.5	25	Asphalt	8362.5	$ 8.50	$ 71,081.25	Local Street	Full Reconstruction	Road in DART ROW	Low
North Riggins Street	5	318.02	25	Asphalt	7950.5	$ 8.50	$ 67,579.25	Local Street	Full Reconstruction	Road in DART ROW	Low
Taylor Boulevard	4.89	186.43	25	Asphalt	4660.75	$ 8.50	$ 39,616.38	Minor Arterial	Full Reconstruction	Mutual Boundary Road	Moderate
County Road 368	4.84	1715	20	Asphalt	34300	$ 8.50	$ 291,550.00	County Road - City	Full Reconstruction	Mutual Boundary - 90% City	Moderate
East 7th Street	4.72	275.72	25	Asphalt	6893	$ 8.50	$ 58,590.50	Local Street	Full Reconstruction	Adjacent Anna ISD Facilities	High
East 6th Street	4.52	237.22	25	Asphalt	5930.5	$ 8.50	$ 50,409.25	Local Street	Full Reconstruction	Original Town	Low
East 6th Street	4.44	321.34	25	Asphalt	8033.5	$ 5.80	$ 46,594.30	Local Street	Significant Reconstruction	Original Town	Low
West 2nd Street	4.44	151.27	25	Asphalt	3781.75	$ 5.80	$ 21,934.15	Local Street	Significant Reconstruction	Original Town	Low
West 2nd Street	4.43	56.81	25	Asphalt	1420.25	$ 5.80	$ 8,237.45	Local Street	Significant Reconstruction	Original Town	Low
South Riggins Street	4.27	523.26	25	Asphalt	13081.5	$ 5.80	$ 75,872.70	Local Street	Significant Reconstruction	Road in DART ROW	Low
West 2nd Street	4.25	68.43	25	Asphalt	1710.75	$ 5.80	$ 9,922.35	Local Street	Significant Reconstruction	Original Town	Low
North Riggins Street	4.23	334.2	25	Asphalt	8355	$ 5.80	$ 48,459.00	Local Street	Significant Reconstruction	Road in DART ROW	Low
County Road 366	4.2	2572.79	25	Asphalt	64319.75	$ 5.80	$ 373,054.55	Collector	Significant Reconstruction	Mutual Boundary Road	Moderate
Taylor Boulevard	4.2	456.43	25	Asphalt	11410.75	$ 5.80	$ 66,182.35	Minor Arterial	Significant Reconstruction	Mutual Boundary Road	Moderate
County Road 371	4.19	146.97	25	Asphalt	3674.25	$ 5.80	$ 21,310.65	Major Arterial	Significant Reconstruction	Elementary School Route	Moderate
West Hackberry Lane	4.19	603.57	30	Asphalt	18107.1	$ 5.80	$ 105,021.18	Minor Arterial	Significant Reconstruction	Residential Collector	Moderate
North Riggins Street	4.17	242.44	25	Asphalt	6061	$ 5.80	$ 35,153.80	Local Street	Significant Reconstruction	Road in DART ROW	Low
Taylor Boulevard	4.17	749.69	25	Asphalt	18742.25	$ 5.80	$ 108,705.05	Minor Arterial	Significant Reconstruction	Mutual Boundary Road	Moderate
Taylor Boulevard	4.15	513.66	25	Asphalt	12841.5	$ 5.80	$ 74,480.70	Minor Arterial	Significant Reconstruction	Mutual Boundary Road	Moderate
County Road 371	4.12	2037.01	25	Asphalt	50925.25	$ 5.80	$ 295,366.45	Major Arterial	Significant Reconstruction	Mutual Boundary Road	Moderate
Harper Drive	4.07	348.2	25	Asphalt	8705	$ 5.80	$ 50,489.00	Local Street	Significant Reconstruction	Original Town	Low
County Road 423	4.06	513.43	25	Asphalt	12835.75	$ 5.80	$ 74,447.35	Collector	Significant Reconstruction	Mutual Boundary Road	Moderate
Taylor Boulevard	4.05	641.66	25	Asphalt	16041.5	$ 5.80	$ 93,040.70	Minor Arterial	Significant Reconstruction	Mutual Boundary Road	Moderate
Taylor Boulevard	4.03	367.07	25	Asphalt	9176.75	$ 5.80	$ 53,225.15	Minor Arterial	Significant Reconstruction	Mutual Boundary Road	Moderate
South Interurban Street	3.93	270.2	25	Asphalt	6755	$ 5.80	$ 39,179.00	Local Street	Significant Reconstruction	Downtown Anna	Low
East Fork Circle	3.9	667.33	25	Asphalt	16683.25	$ 5.80	$ 96,762.85	Local Street	Significant Reconstruction	Local Street	Low
Taylor Boulevard	3.9	684.02	25	Asphalt	17100.5	$ 5.80	$ 99,182.90	Minor Arterial	Significant Reconstruction	Mutual Boundary Road	Moderate
County Road 423	3.89	344.11	25	Asphalt	8602.75	$ 5.80	$ 49,895.95	Collector	Significant Reconstruction	Mutual Boundary Road	Moderate
West 2nd Street	3.86	204	25	Asphalt	5100	$ 5.80	$ 29,580.00	Local Street	Significant Reconstruction	Original Town	Low
County Road 371	3.84	839.61	25	Asphalt	20990.25	$ 5.80	$ 121,743.45	Major Arterial	Significant Reconstruction	Mutual Boundary Road	Moderate
North James Street	3.81	340.93	25	Asphalt	8523.25	$ 5.80	$ 49,434.85	Local Street	Significant Reconstruction	Original Town	Low
South Interurban Street	3.77	293.95	25	Asphalt	7348.75	$ 5.80	$ 42,622.75	Local Street	Significant Reconstruction	Downtown Anna	Low
South Interurban Street	3.77	524.9	25	Asphalt	13122.5	$ 5.80	$ 76,110.50	Local Street	Significant Reconstruction	Downtown Anna	Low
North James Street	3.76	322.52	25	Asphalt	8063	$ 5.80	$ 46,765.40	Local Street	Significant Reconstruction	Original Town	Low
County Road 425	3.62	633.59	25	Asphalt	15839.75	$ 5.80	$ 91,870.55	Major Arterial	Significant Reconstruction	Mutual Boundary Road	Low
South Interurban Street	3.62	332.53	25	Asphalt	8313.25	$ 5.80	$ 48,216.85	Local Street	Significant Reconstruction	Downtown Anna	Low
County Road 371	3.61	346.7	25	Asphalt	8667.5	$ 5.80	$ 50,271.50	Major Arterial	Significant Reconstruction	Mutual Boundary Road	Moderate
County Road 422	3.6	791.5	25	Asphalt	19787.5	$ 5.80	$ 114,767.50	Minor Arterial	Significant Reconstruction	Unimproved Gravel Road	Moderate
East 6th Street	3.6	680.32	25	Asphalt	17008	$ 5.80	$ 98,646.40	Local Street	Significant Reconstruction	Original Town	Low
Wortham Drive	3.55	400.59	30	Asphalt	12017.7	$ 5.80	$ 69,702.66	Local Street	Significant Reconstruction	Original Town	Low
East 7th Street	3.51	680.63	25	Asphalt	17015.75	$ 5.80	$ 98,691.35	Local Street	Significant Reconstruction	Adjacent Anna ISD Facilities	Moderate
East 1st Street	3.5	223.35	25	Asphalt	5583.75	$ 5.80	$ 32,385.75	Local Street	Significant Reconstruction	Unimproved Gravel Road	Very Low

Street Pavement Scores
By Segment
(1-5, 5=worst)

Street Name/Segment	Pavement Rating	Length (ft)	Width (ft)	Pavement Material	Pavement Area (sq. ft.)	Rehab Cost (per sq. ft.)	Rehabilitation Cost (Per Segment)	Street Classification (Per Thoroughfare Plan)	Required Scope of Work	Notes	Traffic Volume
Anthony Street	3.46	385.6	30	Asphalt	11568	$ 4.11	$ 47,544.48	Local Street	Rehabilitation	SH 5 Connector	Low
County Road 423	3.45	1478.21	25	Asphalt	36955.25	$ 4.11	$ 151,886.08	Collector	Rehabilitation	Mutual Boundary Road	Low
Taylor Boulevard	3.45	429.13	25	Asphalt	10728.25	$ 4.11	$ 44,093.11	Minor Arterial	Rehabilitation	Mutual Boundary Road	Moderate
Taylor Boulevard	3.44	937.27	25	Asphalt	23431.75	$ 4.11	$ 96,304.49	Minor Arterial	Rehabilitation	Mutual Boundary Road	Moderate
West 1st Street	3.42	322.98	25	Asphalt	8074.5	$ 4.11	$ 33,186.20	Local Street	Rehabilitation	Original Town	Low
West 5th Street	3.42	301.48	25	Asphalt	7537	$ 4.11	$ 30,977.07	Local Street	Rehabilitation	Original Town	Low
West Hackberry Lane	3.42	329.15	30	Asphalt	9874.5	$ 4.11	$ 40,584.20	Minor Arterial	Rehabilitation	Original Town	Moderate
County Road 371	3.41	1419.26	25	Asphalt	35481.5	$ 4.11	$ 145,828.97	Major Arterial	Rehabilitation	Mutual Boundary Road	Low
Foster Crossing Boulevard	3.41	233.65	30	Concrete	7009.5	$ 4.11	$ 28,809.05	Minor Arterial	Rehabilitation	Mutual Boundary Road	Low
County Road 420	3.38	2700.88	25	Asphalt	67522	$ 4.11	$ 277,515.42	County Road - City	Rehabilitation	Mutual Boundary Road	Low
County Road 427	3.38	2135.52	25	Asphalt	53388	$ 4.11	$ 219,424.68	County Road - City	Rehabilitation	Mutual Boundary Road	Low
West 5th Street	3.38	327.77	25	Asphalt	8194.25	$ 4.11	$ 33,678.37	Local Street	Rehabilitation	Original Town	Low
County Road 423	3.36	372.51	25	Asphalt	9312.75	$ 4.11	$ 38,275.40	Collector	Rehabilitation	Mutual Boundary Road	Low
South Sherley Road	3.36	325	25	Asphalt	8125	$ 4.11	$ 33,393.75	Collector	Rehabilitation	Original Town	Moderate
East Fork Circle	3.33	632.52	25	Asphalt	15813	$ 4.11	$ 64,991.43	Local Street	Rehabilitation	Small Neighborhood	Very Low
East Fork Circle	3.33	174.26	25	Asphalt	4356.5	$ 4.11	$ 17,905.22	Local Street	Rehabilitation	Small Neighborhood	Very Low
County Road 371	3.32	1325.04	25	Asphalt	33126	$ 4.11	$ 136,147.86	Major Arterial	Rehabilitation	Mutual Boundary Road	Moderate
Amoret Circle	3.31	383.97	25	Asphalt	9599.25	$ 4.11	$ 39,452.92	Local Street	Rehabilitation	Small Neighborhood	Very Low
County Road 418	3.29	1230.59	25	Asphalt	30764.75	$ 4.11	$ 126,443.12	County Road - City	Rehabilitation	Mutual Boundary Road	Very Low
Foster Crossing Boulevard	3.28	2147.14	30	Concrete	64414.2	$ 4.11	$ 264,742.36	Minor Arterial	Rehabilitation	Mutual Boundary Road	Moderate
West 4th Street	3.28	234.7	25	Asphalt	5867.5	$ 4.11	$ 24,115.43	TxDOT	Rehabilitation	TxDOT FM	Moderate
County Road 423	3.27	207.99	25	Asphalt	5199.75	$ 4.11	$ 21,370.97	Collector	Rehabilitation	Mutual Boundary Road	Moderate
South Riggins Street	3.27	295.02	25	Asphalt	7375.5	$ 4.11	$ 30,313.31	Local Street	Rehabilitation	Road in DART ROW	Low
North James Street	3.26	233.81	25	Asphalt	5845.25	$ 4.11	$ 24,023.98	Local Street	Rehabilitation	Original Town	Low
South Riggins Street	3.26	670.48	25	Asphalt	16762	$ 4.11	$ 68,891.82	Local Street	Rehabilitation	Road in DART ROW	Low
South Riggins Street	3.24	1768.44	25	Asphalt	44211	$ 4.11	$ 181,707.21	Local Street	Rehabilitation	Road in DART ROW	Low
South Riggins Street	3.24	234.74	25	Asphalt	5868.5	$ 4.11	$ 24,119.54	Local Street	Rehabilitation	Road in DART ROW	Low
County Road 365	3.23	724.67	25	Asphalt	18116.75	$ 4.11	$ 74,459.84	County Road - City	Rehabilitation	Mutual Boundary Road	Very Low
County Road 373	3.21	2877.97	25	Asphalt	71949.25	$ 4.11	$ 295,711.42	Minor Arterial	Rehabilitation	Mutual Boundary Road	Moderate
West 7th Street	3.21	377.8	25	Asphalt	9445	$ 4.11	$ 38,818.95	Local Street	Rehabilitation	Municipal Complex Entrance	Low
South Sherley Road	3.2	778.3	25	Asphalt	19457.5	$ 4.11	$ 79,970.33	Collector	Rehabilitation	Original Town	Low
West 1st Street	3.19	323.03	25	Asphalt	8075.75	$ 4.11	$ 33,191.33	Local Street	Rehabilitation	Original Town	Low
West 5th Street	3.19	320.38	25	Asphalt	8009.5	$ 4.11	$ 32,919.05	Local Street	Rehabilitation	New Fire Station Entrance	Low
East 5th Street	3.16	327.42	25	Asphalt	8185.5	$ 4.11	$ 33,642.41	Local Street	Rehabilitation	Original Town	Low
East Fork Circle	3.16	1065.64	25	Asphalt	26641	$ 4.11	$ 109,494.51	Local Street	Rehabilitation	Small Neighborhood	Low
County Road 371	3.15	3956.34	25	Asphalt	98908.5	$ 4.11	$ 406,513.94	Major Arterial	Rehabilitation	Mutual Boundary Road	Moderate
County Road 423	3.14	407.06	25	Asphalt	10176.5	$ 4.11	$ 41,825.42	Collector	Rehabilitation	Mutual Boundary Road	Moderate
East 3rd Street	3.12	731.87	25	Asphalt	18296.75	$ 4.11	$ 75,199.64	Local Street	Rehabilitation	Original Town	Low
South Sherley Road	3.12	389.45	25	Asphalt	9736.25	$ 4.11	$ 40,015.99	Collector	Rehabilitation	Original Town	Low
Wildwood Trail	3.11	2905.56	30	Concrete	87166.8	$ 4.11	$ 358,255.55	Local Street	Rehabilitation	Small Neighborhood	Low
Butler Street	3.1	620.62	25	Asphalt	15515.5	$ 4.11	$ 63,768.71	Local Street	Rehabilitation	Tara Farms Entrance	Low
County Road 376	3.07	1044.94	25	Asphalt	26123.5	$ 4.11	$ 107,367.59	Major Arterial	Rehabilitation	Mutual Boundary Road	Moderate
County Road 425	3.06	875.45	25	Asphalt	21886.25	$ 4.11	$ 89,952.49	Major Arterial	Rehabilitation	Mutual Boundary Road	Moderate
North James Street	3.06	337.4	25	Asphalt	8435	$ 4.11	$ 34,667.85	Local Street	Rehabilitation	Original Town	Low
North Riggins Street	3.06	2378.55	25	Asphalt	59463.75	$ 4.11	$ 244,396.01	Local Street	Rehabilitation	Road in DART ROW	Low
East Fork Circle	3.04	530.69	25	Asphalt	13267.25	$ 5.80	$ 76,950.05	Local Street	Rehabilitation	Small Neighborhood	Low
West 3rd Street	3.04	259.01	25	Asphalt	6475.25	$ 4.11	$ 26,613.28	Local Street	Rehabilitation	Original Town	Low
County Road 425	3.03	582.76	25	Asphalt	14569	$ 4.11	$ 59,878.59	Major Arterial	Rehabilitation	Mutual Boundary Road	Moderate
South James Street	3.03	304.65	25	Asphalt	7616.25	$ 4.11	$ 31,302.79	Local Street	Rehabilitation	Original Town	Low
County Road 366	3.02	543.99	25	Asphalt	13599.75	$ 4.11	$ 55,894.97	County Road - City	Rehabilitation	Mutual Boundary Road	Moderate
Edwards Street	3.02	411.86	25	Asphalt	10296.5	$ 4.11	$ 42,318.62	Local Street	Rehabilitation	Original Town	Low
Foster Crossing Boulevard	3.02	1287.19	30	Concrete	38615.7	$ 4.11	$ 158,710.53	Minor Arterial	Rehabilitation	Mutual Boundary Road	Moderate
Foster Crossing Boulevard	3.01	2745.09	30	Concrete	82352.7	$ 4.11	$ 338,469.60	Minor Arterial	Rehabilitation	Mutual Boundary Road	Moderate
County Road 371	3	254.41	25	Asphalt	6360.25	$ 4.11	$ 26,140.63	Major Arterial	Rehabilitation	Mutual Boundary Road	Moderate
East Fork Circle	3	188.69	25	Asphalt	4717.25	$ 4.11	$ 19,387.90	Local Street	Rehabilitation	Small Neighborhood	Low
East Fork Circle	3	284.91	25	Asphalt	7122.75	$ 4.11	$ 29,274.50	Local Street	Rehabilitation	Small Neighborhood	Low
Foster Crossing Boulevard	3	1626.31	30	Concrete	48789.3	$ 4.11	$ 200,524.02	Minor Arterial	Rehabilitation	Mutual Boundary Road	Moderate
North Interurban Street	3	325.42	30	Concrete	9762.6	$ 4.11	$ 40,124.29	Local Street	Rehabilitation	Original Town	Low
North Interurban Street	3	240.93	30	Concrete	7227.9	$ 4.11	$ 29,706.67	Local Street	Rehabilitation	Original Town	Low
West Hackberry Lane	3	323.7	30	Asphalt	9711	$ 4.11	$ 39,912.21	Minor Arterial	Rehabilitation	City Expansion Project	Moderate
North Riggins Street	2.99	1005.23	25	Asphalt	25130.75	$ 4.11	$ 103,287.38	Local Street	Rehabilitation	Road in DART ROW	Low
East 8th Street	2.96	569.57	25	Asphalt	14239.25	$ 4.11	$ 58,523.32	Local Street	Rehabilitation	Original Town	Low
West 8th Street	2.95	388.99	25	Asphalt	9724.75	$ 4.11	$ 39,968.72	Local Street	Rehabilitation	Original Town	Low
South Sherley Road	2.94	331.67	25	Asphalt	8291.75	$ 4.11	$ 34,079.09	Collector	Rehabilitation	Original Town	Moderate
West 4th Street	2.94	144.16	25	Asphalt	3604	$ 4.11	$ 14,812.44	TxDOT	Rehabilitation	Original Town	Moderate
South Interurban Street	2.92	1207.02	25	Asphalt	30175.5	$ 4.11	$ 124,021.31	Local Street	Rehabilitation	Original Town	Low
Thousand Oaks Drive	2.9	1001.85	30	Concrete	30055.5	$ 4.11	$ 123,528.11	Local Street	Rehabilitation	Tara Farms Street	Low
South Riggins Street	2.86	336.73	25	Asphalt	8418.25	$ 4.11	$ 34,599.01	Local Street	Rehabilitation	Original Town	Low
County Road 418	2.85	590.15	25	Asphalt	14753.75	$ 4.11	$ 60,637.91	County Road - City	Rehabilitation	Mutual Boundary Road	Very Low
Taylor Boulevard	2.83	264.24	25	Asphalt	6606	$ 4.11	$ 27,150.66	Minor Arterial	Rehabilitation	Mutual Boundary Road	Moderate
West 3rd Street	2.83	64.51	25	Asphalt	1612.75	$ 4.11	$ 6,628.40	Local Street	Rehabilitation	Original Town	Low
Ashley Lane	2.82	892.12	30	Concrete	26763.6	$ 4.11	$ 109,998.40	Local Street	Rehabilitation	Tara Farms Street	Low
West 2nd Street	2.79	328.2	25	Asphalt	8205	$ 4.11	$ 33,722.55	Local Street	Rehabilitation	Original Town	Low

Street Pavement Scores
By Segment
(1-5, 5=worst)

Street Name/Segment	Pavement Rating	Length (ft)	Width (ft)	Pavement Material	Pavement Area (sq. ft.)	Rehab Cost (per sq. ft.)	Rehabilitation Cost (Per Segment)	Street Classification (Per Thoroughfare Plan)	Required Scope of Work	Notes	Traffic Volume
County Road 367	2.77	345.62	25	Asphalt	8640.5	$ 4.11	$ 35,512.46	Major Arterial	Rehabilitation	Mutual Boundary Road	Moderate
West 3rd Street	2.76	323.09	25	Asphalt	8077.25	$ 4.11	$ 33,197.50	Local Street	Rehabilitation	Original Town	Low
West 1st Street	2.75	310.02	25	Asphalt	7750.5	$ 4.11	$ 31,854.56	Local Street	Rehabilitation	Original Town	Low
Wilkes Avenue	2.75	556.84	30	Concrete	16705.2	$ 4.11	$ 68,658.37	Local Street	Rehabilitation	Tara Farms Street	Low
West 3rd Street	2.72	301.96	25	Asphalt	7549	$ 4.11	$ 31,026.39	Local Street	Rehabilitation	Original Town	Low
West Fern Street	2.7	1296.7	25	Asphalt	32417.5	$ 4.11	$ 133,235.93	Local Street	Rehabilitation	Small Neighborhood	Low
West 7th Street	2.69	341.71	25	Asphalt	8542.75	$ 4.11	$ 35,110.70	Local Street	Rehabilitation	Original Town	Low
Bear Creek Drive	2.67	29.77	30	Concrete	893.1	$ 4.11	$ 3,670.64	Local Street	Rehabilitation	Lakeview Estates	Low
West Hackberry Lane	2.67	316.66	30	Asphalt	9499.8	$ 4.11	$ 39,044.18	Minor Arterial	Rehabilitation	City Expansion Project	Moderate
Butler Street	2.62	869.68	25	Asphalt	21742	$ 4.11	$ 89,359.62	Local Street	Rehabilitation	Tara Farms	Low
County Road 376	2.54	445.53	25	Asphalt	11138.25	$ 4.11	$ 45,778.21	Major Arterial	Rehabilitation	Mutual Boundary Road	High
East 5th Street	2.43	684.88	25	Asphalt	17122	$ 4.11	$ 70,371.42	Local Street	Rehabilitation	Original Town	Very Low
Bamboo Drive	2.42	109.61	30	Concrete	3288.3	$ 2.06	$ 6,773.90	Local Street	Preventative Maintenance		Low
Acacia Drive	2.38	289.5	30	Concrete	8685	$ 2.06	$ 17,891.10	Local Street	Preventative Maintenance		Low
Westwood Court	2.34	307.96	30	Concrete	9238.8	$ 2.06	$ 19,031.93	Local Street	Preventative Maintenance		Low
Stanley Falls Drive	2.33	152.06	30	Concrete	4561.8	$ 2.06	$ 9,397.31	Local Street	Preventative Maintenance		Low
Hackberry Lane	2.31	155.5	30	Concrete	4665	$ 2.06	$ 9,609.90	Minor Arterial	Preventative Maintenance	City Expansion Project	Moderate
Hackberry Lane	2.3	350.35	30	Concrete	10510.5	$ 2.06	$ 21,651.63	Minor Arterial	Preventative Maintenance	City Expansion Project	Moderate
Finley Boulevard	2.29	436.39	30	Concrete	13091.7	$ 2.06	$ 26,968.90	Minor Arterial	Preventative Maintenance	City Arterial	Moderate
County Road 366	2.26	523.8	25	Asphalt	13095	$ 2.06	$ 26,975.70	County Road - City	Preventative Maintenance	Mutual Boundary Road	Low
North Interurban Street	2.21	333.08	30	Concrete	9992.4	$ 2.06	$ 20,584.34	Local Street	Preventative Maintenance		Low
County Road 366	2.18	2223.75	25	Asphalt	55593.75	$ 2.06	$ 114,523.13	County Road - City	Preventative Maintenance	Mutual Boundary Road	Low
Grangewood Drive	2.14	286.62	30	Concrete	8598.6	$ 2.06	$ 17,713.12	Local Street	Preventative Maintenance		Low
Westfield Drive	2.1	89.53	30	Concrete	2685.9	$ 2.06	$ 5,532.95	Local Street	Preventative Maintenance		Low
Hackberry Lane	2.08	367.79	30	Concrete	11033.7	$ 2.06	$ 22,729.42	Local Street	Preventative Maintenance		Low
Creekview Drive	2.07	1142.83	30	Concrete	34284.9	$ 2.06	$ 70,626.89	Local Street	Preventative Maintenance		Low
County Road 368	2	4814.33	25	Asphalt	120358.25	$ 2.06	$ 247,938.00	County Road - City	Preventative Maintenance	Mutual Boundary Road	Low
Creekside Drive	2	37.14	30	Concrete	1114.2	$ 2.06	$ 2,295.25	Local Street	Preventative Maintenance		Low
Magnolia Street	2	266.36	30	Concrete	7990.8	$ 2.06	$ 16,461.05	Local Street	Preventative Maintenance		Low
South Ferguson Parkway	2	64.67	30	Concrete	1940.1	$ 2.06	$ 3,996.61	Major Arterial	Preventative Maintenance	Major Thoroughfare	High
South Interurban Street	2	264.25	25	Asphalt	6606.25	$ 2.06	$ 13,608.88	Local Street	Preventative Maintenance		Low
Stonefield Drive	2	733.25	30	Concrete	21997.5	$ 2.06	$ 45,314.85	Local Street	Preventative Maintenance		Low
Willow Creek Drive	2	170.52	30	Concrete	5115.6	$ 2.06	$ 10,538.14	Local Street	Preventative Maintenance		Low
Axton Avenue	1.97	291.74	30	Concrete	8752.2	$ 0.69	$ 6,039.02	Collector	Preventative Maintenance	Neighborhood Collector	Moderate
Brook Drive	1.91	134.28	30	Concrete	4028.4	$ 0.69	$ 2,779.60	Local Street	Preventative Maintenance		Low
Buffalo Bill Drive	1.88	315.8	30	Concrete	9474	$ 0.69	$ 6,537.06	Local Street	Preventative Maintenance		Low
Tanur Cascade Drive	1.88	954.85	30	Concrete	28645.5	$ 0.69	$ 19,765.40	Local Street	Preventative Maintenance		Low
West Crossing Drive	1.88	75.11	30	Concrete	2253.3	$ 0.69	$ 1,554.78	Minor Arterial	Preventative Maintenance	Neighborhood Arterial	High
Chestnut Street	1.87	527	30	Concrete	15810	$ 0.69	$ 10,908.90	Local Street	Preventative Maintenance		Low
South Ferguson Parkway	1.86	220.79	30	Concrete	6623.7	$ 0.69	$ 4,570.35	Major Arterial	Preventative Maintenance	Major Thoroughfare	Moderate
Thayne Drive	1.86	293.81	30	Concrete	8814.3	$ 0.69	$ 6,081.87	Local Street	Preventative Maintenance		Low
Creekview Drive	1.83	854.07	30	Concrete	25622.1	$ 0.69	$ 17,679.25	Local Street	Preventative Maintenance		Low
Phillips Street	1.83	300.67	30	Concrete	9020.1	$ 0.69	$ 6,223.87	Local Street	Preventative Maintenance		Low
Nash Court	1.82	171.96	30	Concrete	5158.8	$ 0.69	$ 3,559.57	Local Street	Preventative Maintenance		Low
West Crossing Drive	1.81	299.55	30	Concrete	8986.5	$ 0.69	$ 6,200.69	Minor Arterial	Preventative Maintenance	Neighborhood Arterial	High
Finley Boulevard	1.8	439	30	Concrete	13170	$ 0.69	$ 9,087.30	Minor Arterial	Preventative Maintenance	Neighborhood Arterial	Moderate
West Crossing Drive	1.8	281.71	30	Concrete	8451.3	$ 0.69	$ 5,831.40	Minor Arterial	Preventative Maintenance	Neighborhood Arterial	High
Skyview Drive	1.78	136.3	30	Concrete	4089	$ 0.69	$ 2,821.41	Local Street	Preventative Maintenance		Low
Chestnut Street	1.77	473.67	30	Concrete	14210.1	$ 0.69	$ 9,804.97	Local Street	Preventative Maintenance		Low
Meadow Lark Lane	1.77	555.46	30	Concrete	16663.8	$ 0.69	$ 11,498.02	Local Street	Preventative Maintenance		Low
Mills Drive	1.77	317.88	30	Concrete	9536.4	$ 0.69	$ 6,580.12	Local Street	Preventative Maintenance		Low
Bamboo Drive	1.75	33.21	30	Concrete	996.3	$ 0.35	$ 348.71	Local Street	Preventative Maintenance		Low
Hillrich Drive	1.75	288.16	30	Concrete	8644.8	$ 0.35	$ 3,025.68	Local Street	Preventative Maintenance		Low
Grandview Avenue	1.74	291.06	30	Concrete	8731.8	$ 0.35	$ 3,056.13	Collector	Preventative Maintenance	Neighborhood Collector	Moderate
Thousand Oaks Drive	1.71	196.23	30	Concrete	5886.9	$ 0.35	$ 2,060.42	Local Street	Preventative Maintenance		Low
Dustin Trail	1.69	280.09	30	Concrete	8402.7	$ 0.35	$ 2,940.95	Local Street	Preventative Maintenance		Low
Sequoia Drive	1.69	766.58	30	Concrete	22997.4	$ 0.35	$ 8,049.09	Local Street	Preventative Maintenance		Low
County Road 376	1.68	296.55	25	Asphalt	7413.75	$ 0.35	$ 2,594.81	Local Street	Preventative Maintenance		Low
Easton Street	1.67	329.01	25	Asphalt	8225.25	$ 0.35	$ 2,878.84	Local Street	Preventative Maintenance		Low
Hackberry Lane	1.67	57.23	30	Concrete	1716.9	$ 0.35	$ 600.92	Local Street	Preventative Maintenance		Low
Oriole Drive	1.67	467.32	30	Concrete	14019.6	$ 0.35	$ 4,906.86	Local Street	Preventative Maintenance		Low
White Rock	1.66	400.78	30	Concrete	12023.4	$ 0.35	$ 4,208.19	Local Street	Preventative Maintenance		Low
Hackberry Lane	1.65	152.27	30	Concrete	4568.1	$ 0.35	$ 1,598.84	Local Street	Preventative Maintenance		Low
Hilltop Drive	1.65	1200.96	30	Concrete	36028.8	$ 0.35	$ 12,610.08	Local Street	Preventative Maintenance		Low
South Ferguson Parkway	1.65	196.96	30	Concrete	5908.8	$ 0.35	$ 2,068.08	Major Arterial	Preventative Maintenance	Major Thoroughfare	High
Foster Lane	1.64	145.74	30	Concrete	4372.2	$ 0.35	$ 1,530.27	Local Street	Preventative Maintenance		Low
Hackberry Lane	1.64	748.49	30	Concrete	22454.7	$ 0.35	$ 7,859.15	Local Street	Preventative Maintenance		Low
Oak Hollow Lane	1.63	304.81	30	Concrete	9144.3	$ 0.35	$ 3,200.51	Collector	Preventative Maintenance	Neighborhood Collector	Moderate
Ash Street	1.62	289.23	30	Concrete	8676.9	$ 0.35	$ 3,036.92	Local Street	Preventative Maintenance		Low
Live Oak Drive	1.6	284.44	30	Concrete	8533.2	$ 0.35	$ 2,986.62	Local Street	Preventative Maintenance		Low
Persimmon Drive	1.6	139.02	30	Concrete	4170.6	$ 0.35	$ 1,459.71	Local Street	Preventative Maintenance		Low
Sharp Street	1.6	238.46	30	Concrete	7153.8	$ 0.35	$ 2,503.83	Collector	Preventative Maintenance	Neighborhood Collector	Moderate

Street Pavement Scores
By Segment
(1-5, 5=worst)

Street Name/Segment	Pavement Rating	Length (ft)	Width (ft)	Pavement Material	Pavement Area (sq. ft.)	Rehab Cost (per sq. ft.)	Rehabilitation Cost (Per Segment)	Street Classification (Per Thoroughfare Plan)	Required Scope of Work	Notes	Traffic Volume
Black Willow Trail	1.59	211.01	30	Concrete	6330.3	$ 0.35	$ 2,215.61	Local Street	Preventative Maintenance		Low
Parkview Drive	1.59	307.21	30	Concrete	9216.3	$ 0.35	$ 3,225.71	Local Street	Preventative Maintenance		Low
Acacia Drive	1.58	294.16	30	Concrete	8824.8	$ 0.35	$ 3,088.68	Local Street	Preventative Maintenance		Low
White Oak Road	1.58	732.14	30	Concrete	21964.2	$ 0.35	$ 7,687.47	Local Street	Preventative Maintenance		Low
South Ferguson Parkway	1.57	61.31	30	Concrete	1839.3	$ 0.35	$ 643.76	Major Arterial	Preventative Maintenance	Major Thoroughfare	High
Burl Lane	1.56	137.75	30	Concrete	4132.5	$ 0.35	$ 1,446.38	Local Street	Preventative Maintenance		Low
East 4th Street	1.55	710.57	25	Asphalt	17764.25	$ 0.35	$ 6,217.49	TxDOT	Preventative Maintenance	TxDOT FM	Moderate
Ohara	1.55	582.78	30	Concrete	17483.4	$ 0.35	$ 6,119.19	Local Street	Preventative Maintenance		Low
Hazels Way	1.54	1007.44	30	Concrete	30223.2	$ 0.35	$ 10,578.12	Local Street	Preventative Maintenance		Low
Grandview Avenue	1.53	184.8	30	Concrete	5544	$ 0.35	$ 1,940.40	Collector	Preventative Maintenance	Neighborhood Collector	Moderate
Honeywell Drive	1.52	403.15	30	Concrete	12094.5	$ 0.35	$ 4,233.08	Local Street	Preventative Maintenance		Low
West Crossing Drive	1.52	691.52	30	Concrete	20745.6	$ 0.35	$ 7,260.96	Minor Arterial	Preventative Maintenance	Neighborhood Arterial	High
Smith Drive	1.51	685.97	30	Concrete	20579.1	$ 0.35	$ 7,202.69	Local Street	Preventative Maintenance		Low
Walnut Way	1.51	700.21	30	Concrete	21006.3	$ 0.35	$ 7,352.21	Local Street	Preventative Maintenance		Low
Laurenbrooke Drive	1.5	33.35	30	Concrete	1000.5	$ -	$ -	Local Street	None		Low
Perkins Court	1.5	241.33	30	Concrete	7239.9	$ -	$ -	Local Street	None		Low
Thousand Oaks Drive	1.5	284.47	30	Concrete	8534.1	$ -	$ -	Local Street	None		Low
Bamboo Drive	1.49	611.33	30	Concrete	18339.9	$ -	$ -	Local Street	None		Low
Crossvine Drive	1.47	179.52	30	Concrete	5385.6	$ -	$ -	Local Street	None		Low
Edinburg Drive	1.47	534.35	30	Concrete	16030.5	$ -	$ -	Local Street	None		Low
Meadow Glen Road	1.47	282.19	30	Concrete	8465.7	$ -	$ -	Local Street	None		Low
Buffalo Bill Drive	1.46	354.14	30	Concrete	10624.2	$ -	$ -	Local Street	None		Low
Foxtail Drive	1.46	788.67	30	Concrete	23660.1	$ -	$ -	Local Street	None		Low
Creekside Drive	1.45	205.19	30	Concrete	6155.7	$ -	$ -	Local Street	None		Low
South Ferguson Parkway	1.45	276.98	30	Concrete	8309.4	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Olive Lane	1.44	197.77	30	Concrete	5933.1	$ -	$ -	Local Street	None		Low
Thousand Oaks Drive	1.44	307.46	30	Concrete	9223.8	$ -	$ -	Local Street	None		Low
West Crossing Drive	1.43	69.6	30	Concrete	2088	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	High
Willow Creek Drive	1.43	63.76	30	Concrete	1912.8	$ -	$ -	Local Street	None		Low
Ainsworth Drive	1.42	309.41	30	Concrete	9282.3	$ -	$ -	Local Street	None		Low
Chalk Road	1.42	793	30	Concrete	23790	$ -	$ -	Local Street	None		Low
Durham Drive	1.42	280.12	30	Concrete	8403.6	$ -	$ -	Local Street	None		Low
Hurstwood Court	1.42	763.21	30	Concrete	22896.3	$ -	$ -	Local Street	None		Low
West Rosamond Parkway	1.42	364.09	30	Concrete	10922.7	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
North Interurban Street	1.41	330.6	30	Concrete	9918	$ -	$ -	Local Street	None		Low
Tennyson Street	1.41	635.54	30	Concrete	19066.2	$ -	$ -	Local Street	None		Low
Bankhurst Drive	1.4	40.17	30	Concrete	1205.1	$ -	$ -	Local Street	None		Low
Dogwood Drive	1.4	288.66	30	Concrete	8659.8	$ -	$ -	Local Street	None		Low
Haven Drive	1.4	127.49	30	Concrete	3824.7	$ -	$ -	Local Street	None		Low
Kelvington Drive	1.4	41.12	30	Concrete	1233.6	$ -	$ -	Local Street	None		Low
North Belford Circle	1.4	755.44	30	Concrete	22663.2	$ -	$ -	Local Street	None		Low
Rochdale Drive	1.4	409.04	30	Concrete	12271.2	$ -	$ -	Local Street	None		Low
Rockridge Trail	1.4	35.15	30	Concrete	1054.5	$ -	$ -	Local Street	None		Low
Victoria Falls Drive	1.4	764.51	30	Concrete	22935.3	$ -	$ -	Local Street	None		Low
Victoria Falls Drive	1.4	63.77	30	Concrete	1913.1	$ -	$ -	Local Street	None		Low
Creekview Drive	1.39	342.28	30	Concrete	10268.4	$ -	$ -	Local Street	None		Low
Live Oak Drive	1.39	304.12	30	Concrete	9123.6	$ -	$ -	Local Street	None		Low
Mitchell Way	1.39	292.5	30	Concrete	8775	$ -	$ -	Local Street	None		Low
Sweetgum Drive	1.38	860.01	30	Concrete	25800.3	$ -	$ -	Local Street	None		Low
Brooklyn Drive	1.37	283.99	30	Concrete	8519.7	$ -	$ -	Local Street	None		Low
Wyatt Earp Drive	1.37	422.06	30	Concrete	12661.8	$ -	$ -	Local Street	None		Low
Black Willow Trail	1.36	383.54	30	Concrete	11506.2	$ -	$ -	Local Street	None		Low
Lamont Road	1.36	138.48	30	Concrete	4154.4	$ -	$ -	Local Street	None		Low
North Powell Parkway	1.35	247.79		Asphalt	0	$ -	$ -	TxDOT	None	State Highway	Very High
West Rosamond Parkway	1.35	2168.2	25	Asphalt	54205	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Magnolia Street	1.34	886.93	30	Concrete	26607.9	$ -	$ -	Local Street	None		Low
West Crossing Drive	1.34	274.83	30	Concrete	8244.9	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	High
Bear Creek Drive	1.33	281.93	30	Concrete	8457.9	$ -	$ -	Local Street	None		Low
Brook View Court	1.33	434.72	30	Concrete	13041.6	$ -	$ -	Local Street	None		Low
Copper Swith Drive	1.33	114.71	30	Concrete	3441.3	$ -	$ -	Local Street	None		Low
County Road 369	1.33	133.79	25	Asphalt	3344.75	$ -	$ -	Minor Arterial	None	(West Crossing)	High
Creekside Drive	1.33	1192.27	30	Concrete	35768.1	$ -	$ -	Local Street	None		Low
Crossvine Drive	1.33	60.89	30	Concrete	1826.7	$ -	$ -	Local Street	None		Low
Grandview Avenue	1.33	293.48	30	Concrete	8804.4	$ -	$ -	Collector	None	Neighborhood Collector	Moderate
Luscombe Lane	1.33	43.25	30	Concrete	1297.5	$ -	$ -	Local Street	None		Low
Park Avenue	1.33	154.81	30	Concrete	4644.3	$ -	$ -	Local Street	None		Low
Timberfalls Drive	1.33	293.97	30	Concrete	8819.1	$ -	$ -	Local Street	None		Low
Westfield Drive	1.33	76.4	30	Concrete	2292	$ -	$ -	Local Street	None		Low
White Pine Trail	1.33	112.38	30	Concrete	3371.4	$ -	$ -	Local Street	None		Low
Bankhurst Drive	1.32	291.24	30	Concrete	8737.2	$ -	$ -	Local Street	None		Low
Creekside Drive	1.32	207.4	30	Concrete	6222	$ -	$ -	Local Street	None		Low
Park Avenue	1.32	424.08	30	Concrete	12722.4	$ -	$ -	Local Street	None		Low

Street Pavement Scores
By Segment
(1-5, 5=worst)

Street Name/Segment	Pavement Rating	Length (ft)	Width (ft)	Pavement Material	Pavement Area (sq. ft.)	Rehab Cost (per sq. ft.)	Rehabilitation Cost (Per Segment)	Street Classification (Per Thoroughfare Plan)	Required Scope of Work	Notes	Traffic Volume
Rosamond Parkway	1.32	775.96	30	Concrete	23278.8	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Westgate Court	1.32	307.74	30	Concrete	9232.2	$ -	$ -	Local Street	None		Low
Acacia Drive	1.31	276.17	30	Concrete	8285.1	$ -	$ -	Local Street	None		Low
Birdbrook Drive	1.31	284.34	30	Concrete	8530.2	$ -	$ -	Local Street	None		Low
Leslie Drive	1.31	300.69	30	Concrete	9020.7	$ -	$ -	Local Street	None		Low
Pin Oak Trail	1.31	314.78	30	Concrete	9443.4	$ -	$ -	Local Street	None		Low
Timberfalls Drive	1.31	740.54	30	Concrete	22216.2	$ -	$ -	Local Street	None		Low
West Crossing Drive	1.31	302.82	30	Concrete	9084.6	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	High
Hackberry Lane	1.3	666.32	30	Concrete	19989.6	$ -	$ -	Minor Arterial	None	City Expansion Project	Moderate
Meadow Glen Road	1.3	129.68	30	Concrete	3890.4	$ -	$ -	Local Street	None		Low
Melbourne Drive	1.3	580.65	30	Concrete	17419.5	$ -	$ -	Local Street	None		Low
Mitchell Way	1.3	193.19	30	Concrete	5795.7	$ -	$ -	Local Street	None		Low
Mulberry Drive	1.3	992.44	30	Concrete	29773.2	$ -	$ -	Local Street	None		Low
Red Oak Trail	1.3	435.74	30	Concrete	13072.2	$ -	$ -	Local Street	None		Low
Smith Drive	1.3	412.79	30	Concrete	12383.7	$ -	$ -	Local Street	None		Low
Meadow Ridge Drive	1.29	745.2	30	Concrete	22356	$ -	$ -	Local Street	None		Low
South Ferguson Parkway	1.29	1230.74	30	Concrete	36922.2	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Acklington Drive	1.28	664.61	30	Concrete	19938.3	$ -	$ -	Local Street	None		Low
Bamborough Drive	1.28	1001.48	30	Concrete	30044.4	$ -	$ -	Local Street	None		Low
Niagara Falls Drive	1.28	385.54	30	Concrete	11566.2	$ -	$ -	Local Street	None		Low
Persimmon Drive	1.28	286.57	30	Concrete	8597.1	$ -	$ -	Local Street	None		Low
White Rock	1.28	278.14	30	Concrete	8344.2	$ -	$ -	Local Street	None		Low
Cedar Canyon Drive	1.27	282.91	30	Concrete	8487.3	$ -	$ -	Local Street	None		Low
Pecan Grove Drive	1.27	224.62	30	Concrete	6738.6	$ -	$ -	Local Street	None		Low
Pecan Grove Drive	1.27	925.08	30	Concrete	27752.4	$ -	$ -	Local Street	None		Low
West Crossing Drive	1.27	1965.05	30	Concrete	58951.5	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	High
Ainsworth Drive	1.26	290.39	30	Concrete	8711.7	$ -	$ -	Local Street	None		Low
Durham Drive	1.26	223.32	30	Concrete	6699.6	$ -	$ -	Local Street	None		Low
Easton Street	1.26	326.09	25	Asphalt	8152.25	$ -	$ -	Local Street	None		Low
West Crossing Drive	1.26	257.84	30	Concrete	7735.2	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	High
Ash Street	1.25	294.3	30	Concrete	8829	$ -	$ -	Local Street	None		Low
County Road 366	1.25	41.46	25	Asphalt	1036.5	$ -	$ -	Minor Arterial	None	(West Crossing)	High
Crescent View Drive	1.25	199.95	30	Concrete	5998.5	$ -	$ -	Local Street	None		Low
Warner Drive	1.25	192.21	30	Concrete	5766.3	$ -	$ -	Local Street	None		Low
Willow Creek Drive	1.25	65.96	30	Concrete	1978.8	$ -	$ -	Local Street	None		Low
Ashley Lane	1.24	282.82	30	Concrete	8484.6	$ -	$ -	Local Street	None		Low
Bear Creek Drive	1.24	169.75	30	Concrete	5092.5	$ -	$ -	Local Street	None		Low
Chapel Hill Drive	1.24	366.08	30	Concrete	10982.4	$ -	$ -	Local Street	None		Low
Acacia Drive	1.23	287.29	30	Concrete	8618.7	$ -	$ -	Local Street	None		Low
Kaie Teur Drive	1.23	144.14	30	Concrete	4324.2	$ -	$ -	Local Street	None		Low
Mandarin Way	1.23	125.35	30	Concrete	3760.5	$ -	$ -	Local Street	None		Low
Pagoda Drive	1.23	791.42	30	Concrete	23742.6	$ -	$ -	Local Street	None		Low
Brook Drive	1.22	319.65	30	Concrete	9589.5	$ -	$ -	Local Street	None		Low
Stanley Falls Drive	1.22	613.29	30	Concrete	18398.7	$ -	$ -	Local Street	None		Low
Warner Drive	1.22	307.17	30	Concrete	9215.1	$ -	$ -	Local Street	None		Low
Charleston Drive	1.21	289.6	30	Concrete	8688	$ -	$ -	Local Street	None		Low
Glendale Drive	1.21	1060.32	30	Concrete	31809.6	$ -	$ -	Local Street	None		Low
Leonard Avenue	1.21	320.64	30	Concrete	9619.2	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Post Oak Trail	1.21	602.27	30	Concrete	18068.1	$ -	$ -	Local Street	None		Low
Sable Wood Drive	1.21	630.15	30	Concrete	18904.5	$ -	$ -	Local Street	None		Low
Stanley Falls Drive	1.21	140.57	30	Concrete	4217.1	$ -	$ -	Local Street	None		Low
Acacia Drive	1.2	39.08	30	Concrete	1172.4	$ -	$ -	Local Street	None		Low
Banbury Drive	1.2	288.51	30	Concrete	8655.3	$ -	$ -	Local Street	None		Low
Grandview Avenue	1.2	289.89	30	Concrete	8696.7	$ -	$ -	Collector	None	Neighborhood Collector	Moderate
Hackberry Lane	1.2	142.87	30	Concrete	4286.1	$ -	$ -	Local Street	None		Low
Lamont Road	1.2	621.97	30	Concrete	18659.1	$ -	$ -	Local Street	None		Low
Meadow Drive	1.2	265.17	30	Concrete	7955.1	$ -	$ -	Local Street	None		Low
Ranchview Drive	1.2	289.62	30	Concrete	8688.6	$ -	$ -	Local Street	None		Low
South Ferguson Parkway	1.2	255.27	30	Concrete	7658.1	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Cedar Canyon Drive	1.19	426.53	30	Concrete	12795.9	$ -	$ -	Local Street	None		Low
Cyrus Street	1.19	902.8	30	Concrete	27084	$ -	$ -	Local Street	None		Low
Leslie Drive	1.19	298.32	30	Concrete	8949.6	$ -	$ -	Local Street	None		Low
Meadow Ridge Drive	1.19	559.57	30	Concrete	16787.1	$ -	$ -	Local Street	None		Low
Mill Street	1.19	660.26	30	Concrete	19807.8	$ -	$ -	Local Street	None		Low
North Carlyle Circle	1.19	689.33	30	Concrete	20679.9	$ -	$ -	Local Street	None		Low
Fall Court	1.18	373.16	30	Concrete	11194.8	$ -	$ -	Local Street	None		Low
Fulbourne Drive	1.18	489.7	30	Concrete	14691	$ -	$ -	Local Street	None		Low
Niagara Falls Drive	1.18	482.51	30	Concrete	14475.3	$ -	$ -	Local Street	None		Low
West Crossing Drive	1.18	652.67	30	Concrete	19580.1	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	High
Wiley Farm	1.18	281.21	30	Concrete	8436.3	$ -	$ -	Local Street	None		Low
Avery Pioint Drive	1.17	178.07	30	Concrete	5342.1	$ -	$ -	Local Street	None		Low
Brooklyn Drive	1.17	227.52	30	Concrete	6825.6	$ -	$ -	Local Street	None		Low

Street Pavement Scores
By Segment
(1-5, 5=worst)

Street Name/Segment	Pavement Rating	Length (ft)	Width (ft)	Pavement Material	Pavement Area (sq. ft.)	Rehab Cost (per sq. ft.)	Rehabilitation Cost (Per Segment)	Street Classification (Per Thoroughfare Plan)	Required Scope of Work	Notes	Traffic Volume
County Road 367	1.17	44.62	25	Asphalt	1115.5	$ -	$ -	Local Street	None		Low
Dogwood Drive	1.17	342.46	30	Concrete	10273.8	$ -	$ -	Local Street	None		Low
Dustin Trail	1.17	295.12	30	Concrete	8853.6	$ -	$ -	Local Street	None		Low
Kyle Street	1.17	114.68	30	Concrete	3440.4	$ -	$ -	Local Street	None		Low
Lockhurst Drive	1.17	684	30	Concrete	20520	$ -	$ -	Local Street	None		Low
Margaret Lane	1.17	283.9	30	Concrete	8517	$ -	$ -	Local Street	None		Low
Ranchview Drive	1.17	297.64	30	Concrete	8929.2	$ -	$ -	Local Street	None		Low
South Ferguson Parkway	1.17	448.03	30	Concrete	13440.9	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Sycamore Street	1.17	462.84	30	Concrete	13885.2	$ -	$ -	Local Street	None		Low
Sherwood Drive	1.16	780.38	30	Concrete	23411.4	$ -	$ -	Local Street	None		Low
South Ferguson Parkway	1.16	297.25	30	Concrete	8917.5	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
West Crossing Drive	1.16	291.85	30	Concrete	8755.5	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	High
White Pine Trail	1.16	383.94	30	Concrete	11518.2	$ -	$ -	Local Street	None		Low
Willow Creek Drive	1.16	178.65	30	Concrete	5359.5	$ -	$ -	Local Street	None		Low
Birchwood Road	1.15	566.96	30	Concrete	17008.8	$ -	$ -	Local Street	None		Low
Drayton Drive	1.15	194.7	30	Concrete	5841	$ -	$ -	Local Street	None		Low
Helmoken Falls Drive	1.15	1075.21	30	Concrete	32256.3	$ -	$ -	Local Street	None		Low
Kyle Street	1.15	285.9	30	Concrete	8577	$ -	$ -	Local Street	None		Low
Leonard Avenue	1.15	390.13	30	Concrete	11703.9	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Mesquite Lane	1.15	534.12	30	Concrete	16023.6	$ -	$ -	Local Street	None		Low
Oriole Drive	1.15	662.56	30	Concrete	19876.8	$ -	$ -	Local Street	None		Low
Pecan Grove Drive	1.15	225.42	30	Concrete	6762.6	$ -	$ -	Local Street	None		Low
South Carlyle Circle	1.15	627.42	30	Concrete	18822.6	$ -	$ -	Local Street	None		Low
South Ferguson Parkway	1.15	205.04	30	Concrete	6151.2	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Cottonwood Trail	1.14	274.58	30	Concrete	8237.4	$ -	$ -	Local Street	None		Low
Dumas Drive	1.14	883.04	30	Concrete	26491.2	$ -	$ -	Local Street	None		Low
Elm Grove	1.14	969.65	30	Concrete	29089.5	$ -	$ -	Local Street	None		Low
Grangewood Drive	1.14	199.61	30	Concrete	5988.3	$ -	$ -	Local Street	None		Low
Pin Oak Trail	1.14	270.61	30	Concrete	8118.3	$ -	$ -	Local Street	None		Low
Post Oak Trail	1.14	551.37	30	Concrete	16541.1	$ -	$ -	Local Street	None		Low
Red Pine Road	1.14	315.82	30	Concrete	9474.6	$ -	$ -	Local Street	None		Low
Sandalwood Lane	1.14	287.11	30	Concrete	8613.3	$ -	$ -	Local Street	None		Low
Scarlet View	1.14	280.06	30	Concrete	8401.8	$ -	$ -	Local Street	None		Low
Water Oak Way	1.14	286.73	30	Concrete	8601.9	$ -	$ -	Local Street	None		Low
West Rosamond Parkway	1.14	1150.04	25	Asphalt	28751	$ -	$ -	Local Street	None		Low
Westfall Drive	1.14	994.4	30	Concrete	29832	$ -	$ -	Local Street	None		Low
Askew Drive	1.13	375.59	30	Concrete	11267.7	$ -	$ -	Local Street	None		Low
Cain Drive	1.13	152.47	30	Concrete	4574.1	$ -	$ -	Local Street	None		Low
Cottonwood Trail	1.13	312.97	30	Concrete	9389.1	$ -	$ -	Local Street	None		Low
County Road 369	1.13	284.44	25	Asphalt	7111	$ -	$ -	Local Street	None		Low
Grandview Avenue	1.13	304.44	30	Concrete	9133.2	$ -	$ -	Collector	None	Neighborhood Collector	Moderate
Hackberry Lane	1.13	366.2	30	Concrete	10986	$ -	$ -	Local Street	None		Low
Hillrich Drive	1.13	293.72	30	Concrete	8811.6	$ -	$ -	Local Street	None		Low
Laurenbrooke Drive	1.13	304.76	30	Concrete	9142.8	$ -	$ -	Local Street	None		Low
Park Avenue	1.13	319.99	30	Concrete	9599.7	$ -	$ -	Local Street	None		Low
Salisbury Drive	1.13	159.17	30	Concrete	4775.1	$ -	$ -	Local Street	None		Low
Thousand Oaks Drive	1.13	378.14	30	Concrete	11344.2	$ -	$ -	Local Street	None		Low
Thousand Oaks Drive	1.13	232.48	30	Concrete	6974.4	$ -	$ -	Local Street	None		Low
West Crossing Drive	1.13	313.73	30	Concrete	9411.9	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	High
Wilson Drive	1.13	229.19	30	Concrete	6875.7	$ -	$ -	Local Street	None		Low
Bankhurst Drive	1.12	161.86	30	Concrete	4855.8	$ -	$ -	Local Street	None		Low
Bear Creek Drive	1.12	504.33	30	Concrete	15129.9	$ -	$ -	Local Street	None		Low
Birdbrook Drive	1.12	576.73	30	Concrete	17301.9	$ -	$ -	Local Street	None		Low
Elam Drive	1.12	485.75	30	Concrete	14572.5	$ -	$ -	Local Street	None		Low
Hackberry Lane	1.12	748.65	30	Concrete	22459.5	$ -	$ -	Local Street	None		Low
Langford Court	1.12	681.09	30	Concrete	20432.7	$ -	$ -	Local Street	None		Low
Meadow Lark Lane	1.12	413.98	30	Concrete	12419.4	$ -	$ -	Local Street	None		Low
Meadow View Lane	1.12	503.79	30	Concrete	15113.7	$ -	$ -	Local Street	None		Low
Rhett Road	1.12	284.78	30	Concrete	8543.4	$ -	$ -	Local Street	None		Low
Rodeo Drive	1.12	402.66	30	Concrete	12079.8	$ -	$ -	Local Street	None		Low
Sherwood Drive	1.12	407.9	30	Concrete	12237	$ -	$ -	Local Street	None		Low
Bat Masterson Drive	1.11	427.74	30	Concrete	12832.2	$ -	$ -	Local Street	None		Low
Bonnie Court	1.11	176.8	30	Concrete	5304	$ -	$ -	Local Street	None		Low
Copper Swith Drive	1.11	269.8	30	Concrete	8094	$ -	$ -	Local Street	None		Low
Elam Drive	1.11	351.07	30	Concrete	10532.1	$ -	$ -	Local Street	None		Low
Phillips Street	1.11	294.13	30	Concrete	8823.9	$ -	$ -	Local Street	None		Low
Plantation Drive	1.11	1103.52	30	Concrete	33105.6	$ -	$ -	Local Street	None		Low
Ranchview Drive	1.11	184.06	30	Concrete	5521.8	$ -	$ -	Local Street	None		Low
Victoria Falls Drive	1.11	453.9	30	Concrete	13617	$ -	$ -	Local Street	None		Low
Wiley Farm	1.11	269.75	30	Concrete	8092.5	$ -	$ -	Local Street	None		Low
Wiley Farm	1.11	277.92	30	Concrete	8337.6	$ -	$ -	Local Street	None		Low
Acacia Drive	1.1	884.8	30	Concrete	26544	$ -	$ -	Local Street	None		Low

Street Pavement Scores
By Segment
(1-5, 5=worst)

Street Name/Segment	Pavement Rating	Length (ft)	Width (ft)	Pavement Material	Pavement Area (sq. ft.)	Rehab Cost (per sq. ft.)	Rehabilitation Cost (Per Segment)	Street Classification (Per Thoroughfare Plan)	Required Scope of Work	Notes	Traffic Volume
Alder Drive	1.1	769.67	30	Concrete	23090.1	$ -	$ -	Local Street	None		Low
Andrews Court	1.1	465.46	30	Concrete	13963.8	$ -	$ -	Local Street	None		Low
Black Maple Drive	1.1	195.92	30	Concrete	5877.6	$ -	$ -	Local Street	None		Low
Black Willow Trail	1.1	299.01	30	Concrete	8970.3	$ -	$ -	Local Street	None		Low
Buffalo Bill Drive	1.1	303.25	30	Concrete	9097.5	$ -	$ -	Local Street	None		Low
Burgert Drive	1.1	295.24	30	Concrete	8857.2	$ -	$ -	Local Street	None		Low
Chatsworth Drive	1.1	277.79	30	Concrete	8333.7	$ -	$ -	Local Street	None		Low
Cherry Hill Drive	1.1	665.09	30	Concrete	19952.7	$ -	$ -	Local Street	None		Low
Clark Street	1.1	291.89	30	Concrete	8756.7	$ -	$ -	Local Street	None		Low
County Road 367	1.1	199.38	25	Asphalt	4984.5	$ -	$ -	Local Street	None		Low
Live Oak Drive	1.1	171.39	30	Concrete	5141.7	$ -	$ -	Local Street	None		Low
Meadow Glen Road	1.1	270.83	30	Concrete	8124.9	$ -	$ -	Local Street	None		Low
Meadow Lark Lane	1.1	619.14	30	Concrete	18574.2	$ -	$ -	Local Street	None		Low
Meadow Lark Lane	1.1	134.22	30	Concrete	4026.6	$ -	$ -	Local Street	None		Low
Rhett Road	1.1	295.16	30	Concrete	8854.8	$ -	$ -	Local Street	None		Low
West Crossing Drive	1.1	279.8	30	Concrete	8394	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	High
Cypress Way	1.09	575.17	30	Concrete	17255.1	$ -	$ -	Local Street	None		Low
East 2nd Street	1.09	720.64	25	Asphalt	18016	$ -	$ -	Local Street	None		Low
Hackberry Lane	1.09	445.93	30	Concrete	13377.9	$ -	$ -	Local Street	None		Low
Helmoken Falls Drive	1.09	145.66	30	Concrete	4369.8	$ -	$ -	Local Street	None		Low
Leslie Drive	1.09	304.56	30	Concrete	9136.8	$ -	$ -	Local Street	None		Low
Magnolia Street	1.09	327.53	30	Concrete	9825.9	$ -	$ -	Local Street	None		Low
Meadow Drive	1.09	131.14	30	Concrete	3934.2	$ -	$ -	Local Street	None		Low
Oak Hollow Lane	1.09	571.89	30	Concrete	17156.7	$ -	$ -	Collector	None	Neighborhood Collector	Moderate
Ranchview Drive	1.09	327.85	30	Concrete	9835.5	$ -	$ -	Local Street	None		Low
Salisbury Drive	1.09	514.5	30	Concrete	15435	$ -	$ -	Local Street	None		Low
South Ferguson Parkway	1.09	657.97	30	Concrete	19739.1	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Stanley Falls Drive	1.09	140.38	30	Concrete	4211.4	$ -	$ -	Local Street	None		Low
Belle	1.08	388	30	Concrete	11640	$ -	$ -	Local Street	None		Low
Black Oak Court	1.08	403.18	30	Concrete	12095.4	$ -	$ -	Local Street	None		Low
Elm Grove	1.08	1416.86	30	Concrete	42505.8	$ -	$ -	Local Street	None		Low
Nuehoff Circle	1.08	120.65	30	Concrete	3619.5	$ -	$ -	Local Street	None		Low
Pine Knoll Way	1.08	524.11	30	Concrete	15723.3	$ -	$ -	Local Street	None		Low
Skyview Drive	1.08	280.45	30	Concrete	8413.5	$ -	$ -	Local Street	None		Low
Spruce Street	1.08	378.71	30	Concrete	11361.3	$ -	$ -	Local Street	None		Low
West Grove Circle	1.08	234.46	30	Concrete	7033.8	$ -	$ -	Local Street	None		Low
Aaron Street	1.07	878.58	30	Concrete	26357.4	$ -	$ -	Local Street	None		Low
Acacia Drive	1.07	285.78	30	Concrete	8573.4	$ -	$ -	Local Street	None		Low
Ash Street	1.07	284.54	30	Concrete	8536.2	$ -	$ -	Local Street	None		Low
Bankhurst Drive	1.07	284.99	30	Concrete	8549.7	$ -	$ -	Local Street	None		Low
Butch Cassidy Drive	1.07	296.02	30	Concrete	8880.6	$ -	$ -	Local Street	None		Low
Cherry Lane	1.07	288.58	30	Concrete	8657.4	$ -	$ -	Local Street	None		Low
Cottonwood Trail	1.07	592.94	30	Asphalt	17788.2	$ -	$ -	Local Street	None		Low
County Road 376	1.07	619.83	25	Asphalt	15495.75	$ -	$ -	Local Street	None		Low
Fulbourne Drive	1.07	290.44	30	Concrete	8713.2	$ -	$ -	Local Street	None		Low
Honeywell Drive	1.07	794.46	30	Concrete	23833.8	$ -	$ -	Local Street	None		Low
Laurenbrooke Drive	1.07	275.45	30	Concrete	8263.5	$ -	$ -	Local Street	None		Low
Maple Wood Trail	1.07	308.37	30	Concrete	9251.1	$ -	$ -	Local Street	None		Low
Meadow Drive	1.07	276.35	30	Concrete	8290.5	$ -	$ -	Local Street	None		Low
Pin Oak Trail	1.07	285.65	30	Concrete	8569.5	$ -	$ -	Local Street	None		Low
Post Oak Trail	1.07	450.52	30	Concrete	13515.6	$ -	$ -	Local Street	None		Low
Rockridge Trail	1.07	284.13	30	Concrete	8523.9	$ -	$ -	Local Street	None		Low
Westwood Court	1.07	289.96	30	Concrete	8698.8	$ -	$ -	Local Street	None		Low
Avery Pioint Drive	1.06	170.88	30	Concrete	5126.4	$ -	$ -	Local Street	None		Low
Bonsai Drive	1.06	202.65	30	Concrete	6079.5	$ -	$ -	Local Street	None		Low
Brooklyn Drive	1.06	309.88	30	Concrete	9296.4	$ -	$ -	Local Street	None		Low
Butch Cassidy Drive	1.06	307.22	30	Concrete	9216.6	$ -	$ -	Local Street	None		Low
Calder Court	1.06	306.76	30	Concrete	9202.8	$ -	$ -	Local Street	None		Low
Cedar Wood Trail	1.06	696.37	30	Concrete	20891.1	$ -	$ -	Local Street	None		Low
Charleston Drive	1.06	290.42	30	Concrete	8712.6	$ -	$ -	Local Street	None		Low
Deerfield Drive	1.06	147.37	30	Concrete	4421.1	$ -	$ -	Local Street	None		Low
Deerfield Drive	1.06	785.53	30	Concrete	23565.9	$ -	$ -	Local Street	None		Low
Elizabeth Street	1.06	614.44	30	Concrete	18433.2	$ -	$ -	Local Street	None		Low
Hackberry Lane	1.06	667.67	30	Concrete	20030.1	$ -	$ -	Local Street	None		Low
Hillside Drive	1.06	474.55	30	Concrete	14236.5	$ -	$ -	Local Street	None		Low
Kingston Court	1.06	604.09	30	Concrete	18122.7	$ -	$ -	Local Street	None		Low
Lamont Road	1.06	480.26	30	Concrete	14407.8	$ -	$ -	Local Street	None		Low
Live Oak Drive	1.06	301.64	30	Concrete	9049.2	$ -	$ -	Local Street	None		Low
Magnolia Street	1.06	164.97	30	Concrete	4949.1	$ -	$ -	Local Street	None		Low
Meadow View Lane	1.06	655.59	30	Concrete	19667.7	$ -	$ -	Local Street	None		Low
Oak Hollow Lane	1.06	462.24	30	Concrete	13867.2	$ -	$ -	Collector	None	Neighborhood Collector	Moderate
Persimmon Drive	1.06	315.27	30	Concrete	9458.1	$ -	$ -	Local Street	None		Low

Street Pavement Scores
By Segment
(1-5, 5=worst)

Street Name/Segment	Pavement Rating	Length (ft)	Width (ft)	Pavement Material	Pavement Area (sq. ft.)	Rehab Cost (per sq. ft.)	Rehabilitation Cost (Per Segment)	Street Classification (Per Thoroughfare Plan)	Required Scope of Work	Notes	Traffic Volume
Sandalwood Lane	1.06	887.26	30	Concrete	26617.8	$ -	$ -	Local Street	None		Low
West Crossing Drive	1.06	165.76	30	Concrete	4972.8	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	High
West Rosamond Parkway	1.06	806.35	30	Concrete	24190.5	$ -	$ -	Local Street	None		Low
Acacia Drive	1.05	352.72	30	Concrete	10581.6	$ -	$ -	Local Street	None		Low
Axton Avenue	1.05	217.71	30	Concrete	6531.3	$ -	$ -	Collector	None	Neighborhood Collector	Moderate
Candlewood Drive	1.05	200	30	Concrete	6000	$ -	$ -	Local Street	None		Low
Dumas Drive	1.05	213.47	30	Concrete	6404.1	$ -	$ -	Local Street	None		Low
Elizabeth Street	1.05	210.37	30	Concrete	6311.1	$ -	$ -	Local Street	None		Low
Indian Creek	1.05	596.97	30	Concrete	17909.1	$ -	$ -	Local Street	None		Low
Margaret Lane	1.05	392.69	30	Concrete	11780.7	$ -	$ -	Local Street	None		Low
Nuehoff Drive	1.05	399.65	30	Concrete	11989.5	$ -	$ -	Local Street	None		Low
Nuehoff Drive	1.05	770.08	30	Concrete	23102.4	$ -	$ -	Local Street	None		Low
South Belford Circle	1.05	789.8	30	Concrete	23694	$ -	$ -	Local Street	None		Low
South Ferguson Parkway	1.05	732.64	30	Concrete	21979.2	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Triston Street	1.05	731.9	30	Concrete	21957	$ -	$ -	Local Street	None		Low
Willow Creek Drive	1.05	186.72	30	Concrete	5601.6	$ -	$ -	Local Street	None		Low
Athabasca Falls Drive	1.04	1075.29	30	Concrete	32258.7	$ -	$ -	Local Street	None		Low
Black Willow Trail	1.04	266.83	30	Concrete	8004.9	$ -	$ -	Local Street	None		Low
Copper Swith Drive	1.04	274.64	30	Concrete	8239.2	$ -	$ -	Local Street	None		Low
Cottonwood Trail	1.04	283.64	30	Concrete	8509.2	$ -	$ -	Local Street	None		Low
Crescent View Drive	1.04	757.22	30	Concrete	22716.6	$ -	$ -	Local Street	None		Low
East 3rd Street	1.04	351.08	25	Asphalt	8777	$ -	$ -	Local Street	None		Low
Eastbrook Drive	1.04	1228.02	30	Concrete	36840.6	$ -	$ -	Local Street	None		Low
Fields View Drive	1.04	909.44	30	Concrete	27283.2	$ -	$ -	Local Street	None		Low
Grandview Avenue	1.04	289.2	30	Concrete	8676	$ -	$ -	Collector	None	Neighborhood Collector	Moderate
Hickory Trail	1.04	444.35	30	Concrete	13330.5	$ -	$ -	Local Street	None		Low
Hilltop Drive	1.04	731.52	30	Concrete	21945.6	$ -	$ -	Local Street	None		Low
Niagara Falls Drive	1.04	437.91	30	Concrete	13137.3	$ -	$ -	Local Street	None		Low
Niagara Falls Drive	1.04	664.91	30	Concrete	19947.3	$ -	$ -	Local Street	None		Low
Park Avenue	1.04	478.15	30	Concrete	14344.5	$ -	$ -	Local Street	None		Low
South Ferguson Parkway	1.04	459.5	30	Concrete	13785	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
West Crossing Drive	1.04	519.42	30	Concrete	15582.6	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	High
West Rosamond Parkway	1.04	256.09	25	Asphalt	6402.25	$ -	$ -	Local Street	None		Low
Bens Drive	1.03	1011.73	30	Concrete	30351.9	$ -	$ -	Local Street	None		Low
Black Maple Drive	1.03	325.68	30	Concrete	9770.4	$ -	$ -	Local Street	None		Low
Bonnie Court	1.03	582.09	30	Concrete	17462.7	$ -	$ -	Local Street	None		Low
Chapel Hill Drive	1.03	310.56	30	Concrete	9316.8	$ -	$ -	Local Street	None		Low
Charleston Drive	1.03	286.45	30	Concrete	8593.5	$ -	$ -	Local Street	None		Low
Charleston Drive	1.03	745.43	30	Concrete	22362.9	$ -	$ -	Local Street	None		Low
Chatsworth Drive	1.03	290.27	30	Concrete	8708.1	$ -	$ -	Local Street	None		Low
Chatsworth Drive	1.03	288.74	30	Concrete	8662.2	$ -	$ -	Local Street	None		Low
Clark Street	1.03	288.25	30	Concrete	8647.5	$ -	$ -	Local Street	None		Low
Copper Swith Drive	1.03	286.02	30	Concrete	8580.6	$ -	$ -	Local Street	None		Low
Cottonwood Trail	1.03	295.24	30	Concrete	8857.2	$ -	$ -	Local Street	None		Low
County Road 369	1.03	619.97	25	Asphalt	15499.25	$ -	$ -	Local Street	None		Low
Crestwood Drive	1.03	332.34	30	Concrete	9970.2	$ -	$ -	Local Street	None		Low
Curt Street	1.03	888.02	30	Concrete	26640.6	$ -	$ -	Local Street	None		Low
Dogwood Drive	1.03	282.7	30	Concrete	8481	$ -	$ -	Local Street	None		Low
Evelyn Circle	1.03	332.36	30	Concrete	9970.8	$ -	$ -	Local Street	None		Low
Fulbourne Drive	1.03	624.32	30	Concrete	18729.6	$ -	$ -	Local Street	None		Low
Hanakoa Falls Drive	1.03	1075.28	30	Concrete	32258.4	$ -	$ -	Local Street	None		Low
Hawthorne Road	1.03	291.27	30	Concrete	8738.1	$ -	$ -	Local Street	None		Low
Honeywell Drive	1.03	660.57	30	Concrete	19817.1	$ -	$ -	Local Street	None		Low
Kelvington Drive	1.03	1239.25	30	Concrete	37177.5	$ -	$ -	Local Street	None		Low
Lamont Road	1.03	277.24	30	Concrete	8317.2	$ -	$ -	Local Street	None		Low
Lyndhurst Drive	1.03	1065.85	30	Concrete	31975.5	$ -	$ -	Local Street	None		Low
Magnolia Street	1.03	618.66	30	Concrete	18559.8	$ -	$ -	Local Street	None		Low
Meadow Ridge Drive	1.03	566.66	30	Concrete	16999.8	$ -	$ -	Local Street	None		Low
Melanie Drive	1.03	675.09	30	Concrete	20252.7	$ -	$ -	Local Street	None		Low
Parkview Drive	1.03	381.57	30	Asphalt	11447.1	$ -	$ -	Local Street	None		Low
Redbud Drive	1.03	343.13	30	Concrete	10293.9	$ -	$ -	Local Street	None		Low
Redbud Drive	1.03	380.2	30	Concrete	11406	$ -	$ -	Local Street	None		Low
Ryedale Lane	1.03	278.22	30	Concrete	8346.6	$ -	$ -	Local Street	None		Low
Sable Wood Drive	1.03	1140.03	30	Concrete	34200.9	$ -	$ -	Local Street	None		Low
Skyview Drive	1.03	281.86	30	Concrete	8455.8	$ -	$ -	Local Street	None		Low
South Ferguson Parkway	1.03	728.52	30	Concrete	21855.6	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
South Ferguson Parkway	1.03	662.24	30	Concrete	19867.2	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Stanley Falls Drive	1.03	291.13	30	Concrete	8733.9	$ -	$ -	Local Street	None		Low
Thayne Drive	1.03	695.24	30	Concrete	20857.2	$ -	$ -	Local Street	None		Low
Westgate Court	1.03	285.91	30	Concrete	8577.3	$ -	$ -	Local Street	None		Low
Crestwood Drive	1.02	393.96	30	Concrete	11818.8	$ -	$ -	Local Street	None		Low
Elm Street	1.02	525.66	30	Concrete	15769.8	$ -	$ -	Local Street	None		Low

Street Pavement Scores
By Segment
(1-5, 5=worst)

Street Name/Segment	Pavement Rating	Length (ft)	Width (ft)	Pavement Material	Pavement Area (sq. ft.)	Rehab Cost (per sq. ft.)	Rehabilitation Cost (Per Segment)	Street Classification (Per Thoroughfare Plan)	Required Scope of Work	Notes	Traffic Volume
Forest Haven Drive	1.02	1002.76	30	Concrete	30082.8	$ -	$ -	Local Street	None		Low
Oak Hollow Lane	1.02	997.87	30	Concrete	29936.1	$ -	$ -	Collector	None	Neighborhood Collector	Moderate
Olive Lane	1.02	595.16	30	Concrete	17854.8	$ -	$ -	Local Street	None		Low
Penton Linns Drive	1.02	632.75	30	Concrete	18982.5	$ -	$ -	Local Street	None		Low
Persimmon Drive	1.02	599.14	30	Concrete	17974.2	$ -	$ -	Local Street	None		Low
Rendyn Street	1.02	795.74	30	Concrete	23872.2	$ -	$ -	Local Street	None		Low
Sable Wood Drive	1.02	475.67	30	Concrete	14270.1	$ -	$ -	Local Street	None		Low
Willow Way	1.02	473.73	30	Concrete	14211.9	$ -	$ -	Local Street	None		Low
Axton Avenue	1.01	1445.25	30	Concrete	43357.5	$ -	$ -	Collector	None	Neighborhood Collector	Moderate
Brook Drive	1.01	655.32	30	Concrete	19659.6	$ -	$ -	Local Street	None		Low
Carol Lane	1.01	864.29	30	Concrete	25928.7	$ -	$ -	Local Street	None		Low
Crossvine Drive	1.01	840.18	30	Concrete	25205.4	$ -	$ -	Local Street	None		Low
Hackberry Lane	1.01	1130.2	30	Concrete	33906	$ -	$ -	Local Street	None		Low
Ryan Street	1.01	900.89	30	Concrete	27026.7	$ -	$ -	Local Street	None		Low
West Crossing Drive	1.01	650.42	30	Concrete	19512.6	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	Moderate
Aaron Street	1	44.29	30	Concrete	1328.7	$ -	$ -	Local Street	None		Low
Acacia Drive	1	219.09	30	Concrete	6572.7	$ -	$ -	Local Street	None		Low
Acacia Drive	1	213.11	30	Concrete	6393.3	$ -	$ -	Local Street	None		Low
Acacia Drive	1	167.61	30	Concrete	5028.3	$ -	$ -	Local Street	None		Low
Annie Oakley Drive	1	424.12	30	Concrete	12723.6	$ -	$ -	Local Street	None		Low
Ashley Lane	1	275.66	30	Concrete	8269.8	$ -	$ -	Local Street	None		Low
Ashley Lane	1	272.83	30	Concrete	8184.9	$ -	$ -	Local Street	None		Low
Ashley Lane	1	175.27	30	Concrete	5258.1	$ -	$ -	Local Street	None		Low
Avery Pioint Drive	1	37.65	30	Concrete	1129.5	$ -	$ -	Local Street	None		Low
Avery Pioint Drive	1	62.6	30	Concrete	1878	$ -	$ -	Local Street	None		Low
Axton Avenue	1	291.53	30	Concrete	8745.9	$ -	$ -	Collector	None	Neighborhood Collector	Moderate
Bamborough Drive	1	41.04	30	Concrete	1231.2	$ -	$ -	Local Street	None		Low
Banbury Drive	1	288.11	30	Concrete	8643.3	$ -	$ -	Local Street	None		Low
Black Maple Drive	1	293.32	30	Concrete	8799.6	$ -	$ -	Local Street	None		Low
Black Maple Drive	1	300.12	30	Concrete	9003.6	$ -	$ -	Local Street	None		Low
Black Maple Drive	1	292.25	30	Concrete	8767.5	$ -	$ -	Local Street	None		Low
Black Willow Trail	1	306.76	30	Concrete	9202.8	$ -	$ -	Local Street	None		Low
Bonsai Drive	1	341.47	30	Concrete	10244.1	$ -	$ -	Local Street	None		Low
Bridgeport Drive	1	286.88	30	Concrete	8606.4	$ -	$ -	Local Street	None		Low
Bridgeport Drive	1	33.93	30	Concrete	1017.9	$ -	$ -	Local Street	None		Low
Brock Drive	1	630.01	30	Concrete	18900.3	$ -	$ -	Local Street	None		Low
Buffalo Bill Drive	1	327.12	30	Concrete	9813.6	$ -	$ -	Local Street	None		Low
Burl Lane	1	879.15	30	Concrete	26374.5	$ -	$ -	Local Street	None		Low
Burl Lane	1	224.94	30	Concrete	6748.2	$ -	$ -	Local Street	None		Low
Butch Cassidy Drive	1	308.88	30	Concrete	9266.4	$ -	$ -	Local Street	None		Low
Butch Cassidy Drive	1	328.65	30	Concrete	9859.5	$ -	$ -	Local Street	None		Low
Caroline Street	1	156.2	30	Concrete	4686	$ -	$ -	Local Street	None		Low
Cedar Canyon Drive	1	438.5	30	Concrete	13155	$ -	$ -	Local Street	None		Low
Cedar Trail	1	519.21	30	Concrete	15576.3	$ -	$ -	Local Street	None		Low
Chapel Hill Drive	1	292.87	30	Concrete	8786.1	$ -	$ -	Local Street	None		Low
Charleston Drive	1	290.42	30	Concrete	8712.6	$ -	$ -	Local Street	None		Low
Charleston Drive	1	292.13	30	Concrete	8763.9	$ -	$ -	Local Street	None		Low
Chatsworth Drive	1	228.13	30	Concrete	6843.9	$ -	$ -	Local Street	None		Low
Clark Street	1	161.17	30	Concrete	4835.1	$ -	$ -	Local Street	None		Low
Copper Swith Drive	1	271.87	30	Concrete	8156.1	$ -	$ -	Local Street	None		Low
Copper Swith Drive	1	307.38	30	Concrete	9221.4	$ -	$ -	Local Street	None		Low
County Road 367	1	197.66	25	Asphalt	4941.5	$ -	$ -	Local Street	None		Low
County Road 367	1	742.51	25	Asphalt	18562.75	$ -	$ -	Local Street	None		Low
County Road 422	1	530.91	25	Asphalt	13272.75	$ -	$ -	Local Street	None		Low
Creekside Drive	1	72.37	30	Concrete	2171.1	$ -	$ -	Local Street	None		Low
Creekside Drive	1	72.1	30	Concrete	2163	$ -	$ -	Local Street	None		Low
Cyrus Street	1	242.47	30	Concrete	7274.1	$ -	$ -	Local Street	None		Low
Doc Holliday Drive	1	427.82	30	Concrete	12834.6	$ -	$ -	Local Street	None		Low
Dogwood Drive	1	292.59	30	Concrete	8777.7	$ -	$ -	Local Street	None		Low
Drayton Drive	1	157.97	30	Concrete	4739.1	$ -	$ -	Local Street	None		Low
Drayton Drive	1	43.17	30	Concrete	1295.1	$ -	$ -	Local Street	None		Low
Dumas Drive	1	292.71	30	Concrete	8781.3	$ -	$ -	Local Street	None		Low
Durham Drive	1	40.18	30	Concrete	1205.4	$ -	$ -	Local Street	None		Low
Dustin Trail	1	14.73	30	Concrete	441.9	$ -	$ -	Local Street	None		Low
Eastbrook Drive	1	36.31	30	Concrete	1089.3	$ -	$ -	Local Street	None		Low
Edinburg Drive	1	525.4	30	Concrete	15762	$ -	$ -	Local Street	None		Low
Elizabeth Street	1	388.14	30	Concrete	11644.2	$ -	$ -	Local Street	None		Low
Elizabeth Street	1	137.61	30	Concrete	4128.3	$ -	$ -	Local Street	None		Low
Elm Street	1	71.95	30	Concrete	2158.5	$ -	$ -	Local Street	None		Low
Elm Street	1	110.2	30	Concrete	3306	$ -	$ -	Local Street	None		Low
Elm Street	1	194.13	30	Concrete	5823.9	$ -	$ -	Local Street	None		Low
Elm Street	1	352.36	30	Concrete	10570.8	$ -	$ -	Local Street	None		Low

Street Pavement Scores
By Segment
(1-5, 5=worst)

Street Name/Segment	Pavement Rating	Length (ft)	Width (ft)	Pavement Material	Pavement Area (sq. ft.)	Rehab Cost (per sq. ft.)	Rehabilitation Cost (Per Segment)	Street Classification (Per Thoroughfare Plan)	Required Scope of Work	Notes	Traffic Volume
Fall Court	1	137.52	30	Concrete	4125.6	$ -	$ -	Local Street	None		Low
Finley Boulevard	1	43.84	30	Concrete	1315.2	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	Moderate
Finley Boulevard	1	235.06	30	Concrete	7051.8	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	Moderate
Fulbourne Drive	1	40.85	30	Concrete	1225.5	$ -	$ -	Local Street	None		Low
Fulbourne Drive	1	132.2	30	Concrete	3966	$ -	$ -	Local Street	None		Low
Grandview Avenue	1	291.18	30	Concrete	8735.4	$ -	$ -	Collector	None		Moderate
Grandview Avenue	1	292.06	30	Concrete	8761.8	$ -	$ -	Collector	None		Moderate
Grandview Avenue	1	289.63	30	Concrete	8688.9	$ -	$ -	Collector	None		Moderate
Grangewood Drive	1	40.9	30	Concrete	1227	$ -	$ -	Local Street	None		Low
Hackberry Lane	1	147.16	30	Concrete	4414.8	$ -	$ -	Minor Arterial	None	City Expansion Project	Moderate
Hackberry Lane	1	160.18	30	Concrete	4805.4	$ -	$ -	Minor Arterial	None	City Expansion Project	Moderate
Hackberry Lane	1	33.29	30	Concrete	998.7	$ -	$ -	Minor Arterial	None	City Expansion Project	Moderate
Hackberry Lane	1	290.18	30	Concrete	8705.4	$ -	$ -	Minor Arterial	None	City Expansion Project	Moderate
Hackberry Lane	1	37.4	30	Concrete	1122	$ -	$ -	Minor Arterial	None	City Expansion Project	Moderate
Hackberry Lane	1	160.03	30	Concrete	4800.9	$ -	$ -	Minor Arterial	None	City Expansion Project	Moderate
Hackberry Lane	1	139.97	30	Concrete	4199.1	$ -	$ -	Minor Arterial	None	City Expansion Project	Moderate
Hackberry Lane	1	289.45	30	Concrete	8683.5	$ -	$ -	Minor Arterial	None	City Expansion Project	Moderate
Hackberry Lane	1	102.78	30	Concrete	3083.4	$ -	$ -	Minor Arterial	None	City Expansion Project	Moderate
Haven Drive	1	411.03	30	Concrete	12330.9	$ -	$ -	Local Street	None		Low
Haven Drive	1	704.88	30	Concrete	21146.4	$ -	$ -	Local Street	None		Low
Hawthorne Road	1	381.34	30	Concrete	11440.2	$ -	$ -	Local Street	None		Low
Hawthorne Road	1	290	30	Concrete	8700	$ -	$ -	Local Street	None		Low
Hawthorne Road	1	329.56	30	Concrete	9886.8	$ -	$ -	Local Street	None		Low
Hayes Drive	1	592.34	30	Concrete	17770.2	$ -	$ -	Local Street	None		Low
Hilltop Drive	1	289.24	30	Concrete	8677.2	$ -	$ -	Local Street	None		Low
Honeywell Drive	1	40.37	30	Concrete	1211.1	$ -	$ -	Local Street	None		Low
Kaie Teur Drive	1	489.11	30	Concrete	14673.3	$ -	$ -	Local Street	None		Low
Laurenbrooke Drive	1	281.1	30	Concrete	8433	$ -	$ -	Local Street	None		Low
Laurenbrooke Drive	1	273.3	30	Concrete	8199	$ -	$ -	Local Street	None		Low
Leonard Avenue	1	786.42	30	Concrete	23592.6	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Leonard Avenue	1	1179.51	30	Concrete	35385.3	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Luscombe Lane	1	397.1	30	Concrete	11913	$ -	$ -	Local Street	None		Low
Madison Drive	1	59.17	30	Concrete	1775.1	$ -	$ -	Local Street	None		Low
Madison Drive	1	187.84	30	Concrete	5635.2	$ -	$ -	Local Street	None		Low
Mae Street	1	154.21	30	Concrete	4626.3	$ -	$ -	Local Street	None		Low
Mahogany Drive	1	768.59	30	Concrete	23057.7	$ -	$ -	Local Street	None		Low
Mandarin Way	1	155.67	30	Concrete	4670.1	$ -	$ -	Local Street	None		Low
Maston Drive	1	311.72	30	Concrete	9351.6	$ -	$ -	Local Street	None		Low
Meadow View Lane	1	562.53	30	Concrete	16875.9	$ -	$ -	Local Street	None		Low
Mesquite Lane	1	360.77	30	Concrete	10823.1	$ -	$ -	Local Street	None		Low
Mesquite Lane	1	199.49	30	Concrete	5984.7	$ -	$ -	Local Street	None		Low
Mesquite Lane	1	324.7	30	Concrete	9741	$ -	$ -	Local Street	None		Low
Mill Street	1	348.14	30	Concrete	10444.2	$ -	$ -	Local Street	None		Low
Mitchell Way	1	673.47	30	Concrete	20204.1	$ -	$ -	Local Street	None		Low
Mulberry Drive	1	140.74	30	Concrete	4222.2	$ -	$ -	Local Street	None		Low
Niagara Falls Drive	1	292.41	30	Concrete	8772.3	$ -	$ -	Local Street	None		Low
Niagara Falls Drive	1	291.86	30	Concrete	8755.8	$ -	$ -	Local Street	None		Low
Ohara	1	173.45	30	Concrete	5203.5	$ -	$ -	Local Street	None		Low
Olivia Lane	1	626.43	30	Concrete	18792.9	$ -	$ -	Local Street	None		Low
Pecan Grove Drive	1	249.44	30	Concrete	7483.2	$ -	$ -	Local Street	None		Low
Pecan Grove Drive	1	1034.37	30	Concrete	31031.1	$ -	$ -	Local Street	None		Low
Pin Oak Trail	1	733.36	30	Concrete	22000.8	$ -	$ -	Local Street	None		Low
Post Oak Trail	1	294.92	30	Concrete	8847.6	$ -	$ -	Local Street	None		Low
Post Oak Trail	1	286.64	30	Concrete	8599.2	$ -	$ -	Local Street	None		Low
Redbud Drive	1	287.27	30	Concrete	8618.1	$ -	$ -	Local Street	None		Low
Rhymers Glen Drive	1	430.6	30	Concrete	12918	$ -	$ -	Local Street	None		Low
Salisbury Drive	1	40.2	30	Concrete	1206	$ -	$ -	Local Street	None		Low
Salisbury Drive	1	284.3	30	Concrete	8529	$ -	$ -	Local Street	None		Low
Salisbury Drive	1	280.53	30	Concrete	8415.9	$ -	$ -	Local Street	None		Low
Scarlet View	1	203.32	30	Concrete	6099.6	$ -	$ -	Local Street	None		Low
Scarlet View	1	293.78	30	Concrete	8813.4	$ -	$ -	Local Street	None		Low
Sephora Court	1	309.06	30	Concrete	9271.8	$ -	$ -	Local Street	None		Low
Sephora Court	1	248.53	30	Concrete	7455.9	$ -	$ -	Local Street	None		Low
Sharp Street	1	156.65	30	Concrete	4699.5	$ -	$ -	Collector	None	Neighborhood Collector	Moderate
Sharp Street	1	237.14	30	Concrete	7114.2	$ -	$ -	Collector	None	Neighborhood Collector	Moderate
Sharp Street	1	1535.49	30	Concrete	46064.7	$ -	$ -	Collector	None	Neighborhood Collector	Moderate
Sharp Street	1	709.36	30	Concrete	21280.8	$ -	$ -	Collector	None	Neighborhood Collector	Moderate
Sherwood Drive	1	127.61	30	Concrete	3828.3	$ -	$ -	Local Street	None		Low
South Ferguson Parkway	1	484.54	30	Concrete	14536.2	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
South Ferguson Parkway	1	424.43	30	Concrete	12732.9	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
South Ferguson Parkway	1	139.43	30	Concrete	4182.9	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
South Ferguson Parkway	1	955.46	30	Concrete	28663.8	$ -	$ -	Major Arterial	None	Major Thoroughfare	High

Street Pavement Scores
By Segment
(1-5, 5=worst)

Street Name/Segment	Pavement Rating	Length (ft)	Width (ft)	Pavement Material	Pavement Area (sq. ft.)	Rehab Cost (per sq. ft.)	Rehabilitation Cost (Per Segment)	Street Classification (Per Thoroughfare Plan)	Required Scope of Work	Notes	Traffic Volume
South Ferguson Parkway	1	456.19	30	Concrete	13685.7	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
South Ferguson Parkway	1	124.68	30	Concrete	3740.4	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
South Ferguson Parkway	1	465.9	25	Asphalt	11647.5	$ -	$ -	Major Arterial	None	Major Thoroughfare	High
Stanley Falls Drive	1	287.81	30	Concrete	8634.3	$ -	$ -	Local Street	None		Low
Stanley Falls Drive	1	292.66	30	Concrete	8779.8	$ -	$ -	Local Street	None		Low
Teal Street	1	202.89	30	Concrete	6086.7	$ -	$ -	Local Street	None		Low
Thayne Drive	1	282.45	30	Concrete	8473.5	$ -	$ -	Local Street	None		Low
Warner Drive	1	226.38	30	Concrete	6791.4	$ -	$ -	Local Street	None		Low
Warner Drive	1	371.11	30	Concrete	11133.3	$ -	$ -	Local Street	None		Low
Waterton Drive	1	283.19	30	Concrete	8495.7	$ -	$ -	Local Street	None		Low
West Crossing Drive	1	31.61	30	Concrete	948.3	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	Moderate
West Crossing Drive	1	581.6	30	Concrete	17448	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	Moderate
West Crossing Drive	1	544.44	30	Concrete	16333.2	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	Moderate
West Crossing Drive	1	292.8	30	Concrete	8784	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	Moderate
West Crossing Drive	1	288	30	Concrete	8640	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	Moderate
West Crossing Drive	1	687.06	30	Concrete	20611.8	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	Moderate
West Crossing Drive	1	38.63	30	Concrete	1158.9	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	Moderate
West Crossing Drive	1	39.77	30	Concrete	1193.1	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	Moderate
West Crossing Drive	1	289.47	30	Concrete	8684.1	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	Moderate
West Crossing Drive	1	452.33	30	Concrete	13569.9	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	Moderate
West Crossing Drive	1	165.39	30	Concrete	4961.7	$ -	$ -	Minor Arterial	None	Neighborhood Arterial	Moderate
Westpark Drive	1	126.76	30	Concrete	3802.8	$ -	$ -	Local Street	None		Low
Westpark Drive	1	346.5	30	Concrete	10395	$ -	$ -	Local Street	None		Low
Westpark Drive	1	268.26	30	Concrete	8047.8	$ -	$ -	Local Street	None		Low
White Rock	1	224.76	30	Concrete	6742.8	$ -	$ -	Local Street	None		Low
Willow Creek Drive	1	33.38	30	Concrete	1001.4	$ -	$ -	Local Street	None		Low
Willow Creek Drive	1	162.59	30	Concrete	4877.7	$ -	$ -	Local Street	None		Low
Willow Way	1	1000.81	30	Concrete	30024.3	$ -	$ -	Local Street	None		Low
Oak Circle	1	382.77	25	Asphalt	9569.25	$ -	$ -	Local Street	None		Low
West 3rd Street	1	286.79	25	Asphalt	7169.75	$ -	$ -	Local Street	None		Low
				Total Maintenance Cost			**$ 11,375,459.82**				

Item No. 7.I.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Consider/Discuss/Act on a Resolution approving an Interlocal Agreement with the City of Howe to acquire a portion of their Take or Pay Water Purchase for the water year 2019-2020 and authorize the City Manager to sign the agreement. (Finance Director Alan Guard)

SUMMARY:
Staff recommends adopting the Resolution approving the Interlocal Agreement of the purchase of a portion of Howe's Take or Pay water purchase from the North Texas Municipal Water District.

The City of Anna has agreed to purchase a portion of the City of Howe's Take or Pay water purchase. Each year the City is required to pass a Resolution approving that year's purchase through an interlocal agreement. Council approval is required each year. This year's purchase is for 27,363,000 gallons at a rate of $1.765 per thousand gallons for a total of $48,295.25.

FINANCIAL IMPACT:
$48,295.25 is approved in the Utility Fund in account 60-710-6701 GTUA Contractor Services.

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 3: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Adopt the Resolution.

ATTACHMENTS:
1. Howe Resolution and Agreement
2. Resolution Howe Take or Pay 12082020

APPROVALS:

Jim Proce, City Manager Created/Initiated - 12/4/2020

CITY OF HOWE

116 East Haning • Post Office Box 518
Howe, Texas 75459
903-532-5571

November 20, 2020

City of Anna
P O BOX 776
Anna, TX 75459

The signed Resolution 2020-0003 and Interlocal Agreement for Take or Pay Water is enclosed. Please return the executed copies, pages 5 & 6 to the City of Howe. The invoice is attached.

Sincerely,

Joy Stevens
City Secretary

City of Howe

P. O. Box 518
Howe, Texas, 75459
903-532-5771

INVOICE

City of Anna
P O Box 776
Anna TX 75409

Date: November 20, 2020
INVOICE # 201117

Qty	Description	Unit Price		
ILA/ Resolution	Take or Pay Water	$1.765 per thousand		$48,295.25
			Total	$48,295.25

Thank you!

COPY

RESOLUTION NO. 2020-0003

A RESOLUTION RELATED TO AN INTER-LOCAL AGREEEMNT BETWEEN THE CITIES OF HOWE AND ANNA UNDER WHICH THE CITY OF HOWE AGREES TO TRANSFER A PORTION OF ITS CONTRACTUAL MINIMUM TAKE OR PAY WATER OBLIGATION WITH THE GREATER TEXOMA UTILITY AUTHORITY TO THE CITY OF ANNA IN EXCHANGE FOR AN AGREED PAYMENT FROM ANNA AND AUHORIZING THE EXECUTION AND ADMINISTRATION OF SAID INTER-LOCAL AGREEMENT

WHEREAS, the City of HOWE has previously authorized and executed agreements with the Greater Texoma Utility Authority for a surface water supply system to be planned, funded, constructed, and operated by GTUA, including the payment of monthly minimum take or pay water purchase provisions necessary to fund said water transmission system and purchase of potable water; and

WHEREAS, the City of HOWE has chosen to not accept delivery of a portion of the agreed minimum take or pay water through the end of the **2020** water year (ended **July 31, 2020**) and desires to transfer a portion of its obligated minimum take or pay for said **2020** water year to the City of Anna for consideration detailed in an inter-local agreement; and

WHEREAS, the City of Anna has indicated interest in purchasing a portion of the City of HOWE's minimum take or pay for the water year ended **July 31, 2020** as explained in a report memorandum to the City Managers / Administrators of the Cities of Melissa, Anna, Van Alstyne and Howe dated **October 5, 2020** by Donald E. Paschal, Jr., consultant to said cities, which report memorandum is attached to said Inter-local agreement as "Exhibit A"; and

WHEREAS, it is acknowledged that a companion or similar agreement is contemplated between the Purchasing CGMA-GTUA City of Anna and the Selling CGMA-GTUA Cities of Melissa, Howe and Van Alstyne.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of HOWE that:

SECTION 1: The City Council of the City of HOWE authorizes the execution by the City Administrator or Mayor of the attached Inter-local agreement with the City of Anna for the terms detailed therein providing for the following:

A. Transferring a portion of HOWE's GTUA required minimum take or pay to Anna as provided for in the attached Inter-local Agreement.

B. Invoicing Anna for the agreed portion of the **2020** water year minimum take or pay.

C. Accepting Payment from Anna as provided for in the attached Inter-local agreement.

SECTION 2: It is specifically provided that the participating cities shall have the right to verify quantities of water with the GTUA prior to final consummation of the attached agreement.

Upon motion of Dale Rideout seconded by Georgia Richardson the above resolution was approved by the City Council of the City of Howe at its meeting held this 17th day of November, **2020**, by the following vote:

5 AYE 0 NAY 0 ABSTAIN

Bill Zwach
Mayor, City of HOWE

Joy Stevens
City Secretary, City of HOWE
(SEAL)

INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND THE CITY OF HOWE, TEXAS FOR PURCHASE AND CORRESPONDING SALE OF A PORTION OF THE SELLING CITY'S MINIMUM TAKE OR PAY OBLIGATION UNDER THE GTUA-CITIES OF MELISSA, ANNA, VAN ALSTYNE, AND HOWE POTABLE WATER SUPPLY CONTRACT

THIS AGREEMENT is made and entered by and between the **CITY OF ANNA, TEXAS**, a Texas Home-Rule Municipal Corporation, hereinafter referred to as "Anna", and **CITY OF HOWE, TEXAS,** a Texas General Law City hereinafter referred to as "Howe", collectively referred to herein as the "Cities", as follows:

W I T N E S S E T H:

WHEREAS, both Anna and Howe are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as Anna and Howe to enter into inter-local agreements with each other to perform governmental functions and services as set forth in the Act; and

WHEREAS, each of the Cities has previously entered into an agreement with the Greater Texoma Utility Authority, hereinafter referred to as "GTUA" for the planning, construction, funding, and operations of a surface water supply system to serve the collective Contract Cities of Melissa, Anna, Van Alstyne, and Howe, which agreement specifies the obligations of each participant; and

WHEREAS, each of said Cities has entered an Amended and Restated Contract for Water Supply providing that from the time water has been delivered to each Participating City for one month and forward, on a monthly basis, each Participating City shall be charged for water at the greater of its minimum take-or-pay amount (MT-P) under the Potable Water Supply Contract made and entered between such Participating City and GTUA; and

WHEREAS, for the water year **2019-2020 ended July 31, 2020** as provided for in said water purchase agreements, including the North Texas Municipal Water District, hereinafter referred to as "NTMWD" standard water purchase agreement, only the City of Anna received delivery of water which equaled or exceeded the individual City required MT-P; and

WHEREAS, the Contract Cities of Melissa, Anna, Van Alstyne, and Howe have a multi-year precedent of the referenced Minimum Take or Pay Buy-Sell concept as referenced herein and as is further referenced and detailed in "Exhibit A" attached hereto for reference in establishing the buy-sell rate; and

WHEREAS, the Cities Van Alstyne, Howe, and Melissa are desirous of selling to Anna a portion of their unused MT-P and Anna is willing to purchase said unused portion of the minimum MT-P as defined in this agreement and detailed in "Exhibit A" thus allowing Van Alstyne, Howe, and Melissa to recover a portion of the purchased but unused MT-P for the stated water year; and

WHEREAS, the background of the above noted agreements, volumes, rates, and circumstances are further detailed in the **October 5, 2019** memorandum attached hereto for reference and labeled "Exhibit A".

NOW, THEREFORE, ANNA and HOWE, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I.
TERM

This Agreement shall apply to the NTMWD water year ended **July 31, 2020** and shall be executed and consummated in full between **November 1, 2020 and January 31, 2021** and shall not apply to subsequent water volumes or water years unless said Cities so authorize by subsequent agreement.

II.
AGREEMENT

The Cities agree that HOWE shall transfer **27,363,000 gallons (27,363.0)** one thousand gallon increments) of MT-P water to ANNA for the water year ended **July 31, 2020** and ANNA shall remit to HOWE a payment for said transfer of MT-P at the rate of **$1.765** per thousand gallons totaling in the sum of **$48,295.25** as payment in full for said portion of HOWE's MT-P. Following execution of this agreement, HOWE shall submit to ANNA an invoice for the transfer of the described MT-P for the above stated sum and ANNA shall remit payment for said transfer within twenty (20) days of receipt of said invoice, it being the intent that this transaction shall be completed on or before January 31, 2021, although it is specifically provided that completion of said invoicing and payment after said date shall not invalidate any portion of this agreement, it being the intent however to complete said transaction by the stipulated date.

III.
RESPONSIBILITIES OF THE PARTIES

1. The respective City Councils of ANNA and HOWE shall each approve an interlocal agreement authorizing the sale / purchase of MT-P as described herein and further detailed in the attached Exhibit A.
2. HOWE, following approval of the interlocal agreement by each party thereto shall submit to ANNA an invoice for the referenced gallons of MT-P water detailed above in Section II and in the stipulated amount.

3. ANNA shall remit to HOWE the above stated payment for the transferred MT-P within twenty (20) working days of the receipt of referenced invoice.

4. Any party hereto wishing to verify the metered quantities of water or the portion of the minimum take or pay to which this agreement refers shall be entitled to verification subject to said verification being completed prior to the submission of the invoice referenced in item III – 2 above. Should GTUA verification indicate a different volume of minimum take or pay than referenced herein, the parties hereto shall modify said quantity and the resultant payment for said quantity of minimum take or pay prior to the invoicing and payment phase (item III – 2 & 3 above).

IV.
TERMINATION

C. The Cities recognize that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Anna and Howe herein recognize that the continuation of any contract after the termination of this agreement or impacting any future water year shall be subject to City Council approval for each City, respectively. Following termination of this agreement, or should either City fail to execute this agreement, there shall be no further commitment hereunder.

V.
RELEASE AND HOLD HARMLESS

Anna and Howe, to the extent authorized under the constitution and laws of the State of Texas, agree to be responsible for their own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement. In the event of joint and concurrent negligence, Anna and Howe agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

VI.
AUTHORITY TO SIGN

The undersigned officer 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. The Cities have executed this Agreement pursuant to the authority granted by its governing body.

IX.
SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

X.
VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

XI.
INTERPRETATION OF AGREEMENT

It is acknowledged that this is a negotiated document. Should any part of this Agreement be in dispute, the Cities agree that the Agreement shall not be construed more favorably for either City.

XII.
REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XIII.
SUCCESSORS AND ASSIGNS

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

City of Howe

P. O. Box 518
Howe, Texas, 75459
903-532-5771

INVOICE

City of Anna
P O Box 776
Anna TX 75409

Date: November 20, 2020
INVOICE # 201117

Qty	Description	Unit Price		
ILA/ Resolution	Take or Pay Water	$1.765 per thousand		$48,295.25
			Total	$48,295.25

Thank you!

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF ANNA, TEXAS

Date: _____

By: _____
Jim Proce
City Manager

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF HOWE, TEXAS

Date: November 17, 2020

By: _____
Joe Shepherd
City Administrator

APPROVED AS TO FORM

_____
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____, _____ of the **City of Anna, Texas,** a Texas Home-Rule Municipal Corporation, on behalf of said municipality.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

2020 ~~2019~~ This instrument was acknowledged before me on the 17th day of November, by Joe Shephard, _____, of the **City of Howe, Texas**, a Texas General Law City, on behalf of said municipality.

PAMELA JOY STEVENS
NOTARY PUBLIC
STATE OF TEXAS
ID# 124511821
EXPIRES 3-27-2023

Pamela Joy Stevens
Notary Public, State of Texas

Exhibit A

Attach copy of **October 5, 2020** memorandum from Donald E. Paschal, Jr. to CGMA Mayors and City Managers regarding the subject: Sale of GTUA-CGMA Minimum Take or Pay to Participant City

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ANNA, TEXAS REALTED TO THE AN INTER-LOCAL AGREEMENT BETWEEN THE CITIES OF ANNA AND HOWE UNDER WHICH THE CITY OF HOWE AGREES TO TRANSFER A PORTION OF ITS CONTRACTUAL MINIMUM TAKE OR PAY WATER OBLIGATIONS WITH THE GREATER TEXOMA UTILITY AUTHORITY (GTUA) TO THE CITY OF ANNA IN EXCHANGE FOR AN AGREED PAYMENT FROM ANNA AND AUTHORIZING THE CITY MANAGER TO SIGN THE INTER-LOCAL AGREEMENT

WHEREAS, the City of Howe, Texas has previously authorized and executed agreements with the Greater Texoma Utility Authority for surface water supply system to be planned, funded, constructed, and operated by GTUA, including the payment of monthly minimum take or pay water purchase provisions necessary to fund said water transmission system and purchase of potable water; and

WHEREAS, the City of Howe has chosen to not accept delivery of a portion of the agreed minimum take or pay water through the end of the 2020 water year (ended July 31, 2020) and desires to transfer a portion of its obligated minimum take or pay for said 2020 water year to the City of Anna for consideration detailed in an inter-local agreement; and;

WHEREAS, the City of Anna has indicated interest in purchasing a portion of the City of Howe's minimum take or pay for the water year ended July 31, 2020 as explained in a report memorandum to the City Managers,/Administrators of the Cities of Melissa, Anna, Van Alstyne and Howe, dated October 5, 2020 by Donald E. Paschal, Jr., consultant to said cities, which report memorandum is attached to said inter-local agreement as "Exhibit A"; and

WHEREAS, it is acknowledged that a companion or similar agreement is contemplated between CGMA-GTUA City of Anna and the selling CGMA-GTUA Cities of Melissa, Howe and Van Alstyne.; and

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

Section 1. Recitals Incorporated.

The City Council of the City of Anna authorizes the execution by the City Manager of the attached Inter-local Agreement with the City of Howe for the terms detailed therein providing for the following:

A. Receiving a portion of Howe's GTUA required minimum take or pay from Howe as provided for in the attached Inter-local Agreement.
B. Agreeing to pay for the agreed portion of the 2020 water year minimum take or pay to the City of Howe.

Section 2. **Verification.**

It is specifically provided that the participating cities shall have the right to verify quantities of water with the GTUA prior to final consummation of the attached agreement.

Section 3. Approval of Resolution.

This Resolution shall be effective immediately upon adoption.

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

ATTESTED:	APPROVED:
_____	_____
Carrie L. Land, City Secretary	Nate Pike, Mayor

Item No. 7.m.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact: Jim Proce

AGENDA ITEM:
Consider/Discuss/Action on votes for the 2021/2022 TCAP Board of Directors. (City Manager Jim Proce)

SUMMARY:

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:
1. 2021 TCAP BOARD BALLOT

APPROVALS:
Carrie Land, City Secretary Created/Initiated - 12/4/2020

2021/2022 TCAP Board Ballot

BALLOT – 2021/2022 TCAP BOARD OF DIRECTORS

Instructions for Voting:

Only one ballot per member city/entity. *The member representative is entitled to cast nine for the eight current positions and one special election position to be filled. PLEASE BE SURE THAT NO MORE THAN NINE CANDIDATES HAVE BEEN CHECKED!* ***Ballots with more than nine cast votes will be rejected.*** *No more than one vote may be cast for the same nominee. Places 1, 3, and 5 will be filled by the three candidates in the high consumption (HC) category receiving the most votes. Places 7 and 9 will be filled by the candidate in the medium consumption (MC) category receiving the most votes. Place 11 will be filled by the candidate in the low consumption (LC) category receiving the most votes. Places 13 and 15 will be filled by the two candidates receiving the most votes but who were not elected to a particular consumption category. The exception to this rule is the requirement in TCAP Bylaws that stipulates the board of directors include at least one member from each of the four ERCOT zones (North, South, West, and Houston). Nominees who are incumbents (I) are noted on the ballot.*

After the eight positions are filled, the next highest low consumption candidate will be placed in the unexpired Place 10 term.

.

(Vote for nine)

Names were randomly drawn for ballot order

☐ **Steve Harris, Walnut Creek SUD – LC**	☐ **Michael Marrero, Odessa - HC (I)**
☐ **Chris Steubing, Sugar Land – HC (I)**	☐ **Mark Dempsey, Grand Prairie – HC (I)**
☐ **George Rivera, Palm Valley - LC**	☐ **Richard Cortez, Hidalgo County - HC**
☐ **Carey D. Neal, Jr., Lancaster - MC**	☐ **Gary Broz, Edna – LC**
☐ **Gabriel Gonzalez, Harlingen –HC**	☐ **Clayton Fulton, Hurst - MC**
☐ **Clifford Howard, Lewisville – HC (I)**	☐ **Gilbert P. Reyna, Jr., Victoria- HC (I)**
☐ **Richard Summerlin, Duncanville – MC (I)**	☐ **Kevin Carruth, Rockport- LC (I)**
☐ **Gary Allsup, Corpus Christi Housing - LC**	

Please complete and return by **5 p.m. C.S.T., Wednesday, January 6, 2021** to:
Janet DeVault, TCAP Secretary
15455 Dallas Parkway, Suite 600
Addison, TX 75001
or jdevault@tcaptx.com

Submitted by (MUST BE COMPLETED):

_____
Printed Name
☐

_____
Signature

_____
Member City/Entity:

2021/2022 TCAP Board Biographies

(alphabetical order)

Gary Allsup, Corpus Christi Housing Authority

Gary brought an entrepreneurial leadership style when he joined CCHA as the President & CEO in November 2011 where he is responsible for all operations of CCHA and each of the Affiliates. CCHA and its Affiliates own and operate over 2,200 apartment units, serve as general partner and manager of three LIHTC developments, and administer over 3,800 housing vouchers. Gary and his team have also developed an innovative single-family home building program that offers moderately-priced homeownership and rental homes for in the extremely tight Corpus Christi housing market. Before joining CCHA, Gary served five years as of the Kansas Housing Resources Corporation's Executive Director and three years with the Missouri Housing Development Corporation before that. In all Gary brings nearly 20 years housing experience and well over 30 years of state and local government leadership. Gary is married to Sherrie, who speaks nationally promoting the awareness and prevention of sexual abuse and suicide. Gary and Sherrie have 4 children and 4 grandchildren in Arizona and Kansas.

Gary Broz, City of Edna

Gary was born on September 15, 1955 in San Angelo, Texas. Gary and his siblings grew up in San Angelo. He graduated from Paint Rock High School. Gary went onto college in Sul Ross State University in Alpine, Texas where he graduated in 1977 with a bachelor's degree.

After school, came back home to the family farm and ranch. Mid 1980's were bad farming years. He went to work outside the family farm as General Manager at Paint Rock Wool Warehouse where they brokered wool, lamb feed lot, general store and automotive center.

In 1987, Gary went to work for the City of Brady. He began as Purchasing Agent moved up to Director of Public Works. He soon became Assistant to the City Manager, then Assistant City Manager and was promoted to City Manager in 1997.

After leaving Brady in November 2000 and accepted the position as City Manager in Port Lavaca where he worked there until November 2009. Gary and his wife moved to Liberty. He continued his career as City Manager in Liberty until retirement in 2018. After retiring, he and his wife, moved outside Columbus, Texas to start enjoying retirement. In July 2018, Gary was asked to be the City Manager in· Eagle Lake, Texas where he worked until May 2019. The City of Edna proudly hired Gary to be their City Manager where he is now.

Gary has been married to Georgia for forty-one (41) years. They have two children. Their daughter, Shawna and her husband live in Ganado, Texas while son, Jonathan and grandson live in Port Lavaca, Texas.

2021/2022 TCAP Board Biographies

(alphabetical order)

Kevin Carruth, City of Rockport

Lubbock native Kevin Carruth has over 30 years of experience in local government and has served as Rockport's City Manager for the last nine years. In the previous 20 years he also served as City Manager in the Texas cities of Brownwood, Daingerfield, Hillsboro, Paris, and Prosper. Prior to entering city management, he was the Senior Program Analyst and Emergency Management Coordinator for Harris County Housing & Community Development Agency for over five years and served as an elected official on the Board of Directors for Ft. Bend Municipal Utility District No. 41 in Sugar Land for over two years.

Kevin earned a BA from Texas Tech University in Political Science and English and a MA from the University of Houston in Public Administration. He is also one of 82 active International City/County Management Association Credentialed Managers in Texas and has served on several Texas Municipal League and Texas City Management Association (TCMA) committees, including those responsible for ethics and legislative policies. He is a past member of the TCMA Board of Directors and has served on the TCAP Board since January 2018.

His path to law school and a career in the Foreign Service took a detour in graduate school when he followed his girlfriend to Houston. He has been married to his girlfriend Shawn for 26 years and they are the proud parents of 20-year-old Spencer and 16-year-old Kaitlyn. All members of the family are active in church, community, and school activities.

Richard Cortez, Hidalgo County

Judge Richard F. Cortez took office as Hidalgo County Judge on January 2, 2019. He is a retired Certified Public Accountant and a Certified Valuation Analyst (CPA/CVA).

After receiving his CPA license in 1973, Judge Cortez became a partner with other CPAs and continued practicing public accounting. In 194, he began providing consulting services, assisting parties in litigation by assisting and determining economic damages. He has been involved in hundreds of cases in federal, state and bankruptcy courts. Judge Cortez has been appointed receiver, special auditor, accountant, and business valuator by various state district courts.

Judge Cortez has devoted considerable time for the betterment of the accounting profession: he has held various positions, including president of the Local Rio Grande Valley Chapter of the Texas Society of CPAs. He has performed business valuations for various industries and companies of all sizes.

He has taught a graduate-level course in Forensic Accounting at the University of Texas-Pam American.

Judge Cortez was elected the eighteenth Mayor of the City of McAllen. He was re-elected for a second four-year term in May of 2009. Since he became Mayor, the City continues to create significant assets and accumulated substantial economic reserves. A $53 million convention center was constructed with no borrowed funds. A new international bridge was constructed, various city parks were built of improved, the McAllen Miller International Airport was expanded, an Arts District and an Entertainment District were created, a Historic Preservation Ordinance was enacted, a Youth Advisory Council was formed, various programs to benefit youth and senior citizens were established, and the city undertook the environment- friendly technologies of "Going

2021/2022 TCAP Board Biographies

(alphabetical order)

Green." The city's fund balance exceeded $225 million, and the tax rate did not increase during his term as mayor.

Judge Cortez also served as McAllen City Commissioner-District 1, elected in 2015, and continued to serve until he gave up his seat to run for Hidalgo County Judge.

Mark Dempsey, City of Grand Prairie

Mark Dempsey is a Deputy City Attorney for the City of Grand Prairie. Prior to joining the City in 2017, he served as an assistant and deputy city attorney for the City of Garland for almost 30 years, having been extensively involved with electric utility and regulatory matters in connection with providing legal services to Garland's municipally owned electric utility. He is a current member of the TCAP board, having been elected in 2018.

Mark's current duties include providing legal counsel during meetings of the Planning and Zoning Commission and Board of Adjustment, as well as proving legal advice and services to the City and its departments on various matters including utility and regulatory matters, zoning and land use, municipal and environmental law, eminent domain, telecommunications, purchasing, civil service, open records, contracts, right of way management, and related matters.

Other board service includes 10 years serving on Central Appraisal District board and various charitable and volunteer community boards.

Clayton Fulton, City of Hurst

Clayton Fulton graduated with a Master's in Public Administration from the George W. Romney Institute of Public Service and Ethics in Brigham Young University's Marriott School of Management in 2008 with an emphasis in local government and financial analysis. Upon graduation he received the Stuart L. Grow award from the MPA program for integrity, academic excellence, concern for others, and devotion to public service. Clayton has also received a bachelor's degree from BYU in Sociology, holds associates degrees in Business and General Studies, completed the Texas Tech Institute of Governmental Finance and is a Certified Government Finance Officer.

Clayton has been working for the City of Hurst since October 2016 and was promoted to ACM in early 2019. Clayton has been instrumental in incorporating the Council's strategic priorities into the annual budget process and oversees Finance, Information Technology, Public Works, Utility Billing, and Solid Waste Services. He also partners with Atmos and Oncor for any customer issues faced by the citizens and coordinating on rate cases that involve the City. Prior to working for the City of Hurst, Mr. Fulton worked as the Finance Director for the City of Anna overseeing all financial operations for the city as well as managing the municipal court, utility billing, information technology, and human resource operations for the City. Mr. Fulton brought the GFOA distinguished budget award to the City of Anna and also received recognition from the State of Texas Comptroller's Office for financial transparency.

Clayton has also held positions with the State of Utah's Division of Housing and Community Development where he developed increasing responsibility over the execution and management of various Federal HUD, USDA, and HHS grants in addition to overseeing additional State grant programs. In his spare time he volunteers with his church and enjoys spending time in the great outdoors and finding adventure in everyday life. Clayton lives in NRH with his wife and 5 children.

2021/2022 TCAP Board Biographies

(alphabetical order)

Gabriel Gonzalez, City of Harlingen

Gabriel Gonzalez has served in local government for 33 years. He is currently the Assistant City Manager for the City of Harlingen and has served in that capacity for 20 years. He served on the TCAP Board of Directors for three years from 2014-2016. He previously served on the Board of Directors for the South Texas Aggregation Project before the organization merged into TCAP. He began his government career with the City of Brownsville. He then went on to the City of San Benito where he served as City Manager for three years before joining the City of Harlingen. He is a graduate of the University of Texas at Austin with a BA in Economics. He has served as President for TCMA Region 10 and on the TCMA State Board of Directors. He currently serves as a Board Member on the South Texas Emergency Care Foundation Board of Directors, an organization that provides emergency ground and air transportation services to nine cities within Cameron County.

Steve Harris, Walnut Creek Special Utillity District

Steve Harris is the General Manager of Walnut Creek SUD, a public water utility that serves customers in rural areas of Parker and Wise Counties. Steve has been with Walnut Creek SUD since 2015. Steve has 32 years' experience serving on boards of electric generation and distribution companies.

Steve is the owner of Harris Welding and Construction Company, a construction company working in the oil and gas industry and heavy highway bridge construction. He is also the owner and operator of farm and ranch operation in Wise and Parker Counties.

Other board service includes 10 years serving on Central Appraisal District board and various charitable and volunteer community boards.

Clifford Howard, City of Lewisville

Clifford Howard is the Fiscal Services Manager for the City of Lewisville and has served the City's Finance Department in multiple capacities in his 32 years of service. Clifford's area of expertise is utility rate studies, utility collection and billing services, as well as banking and investments.

For the past 16 years, Clifford has served on the Dallas Water Utility Cost of Service rate subcommittee. Prior to being elected to the Texas Coalition for Affordable Power Board (TCAP) he served TCAP on their Technology committee. Since joining the TCAP Board he has served every year on the Finance committee. He is an active member of the Government Finance Officers Association, Government Finance Officers Association of Texas, and Government Treasurers' Organization of Texas.

Clifford is a graduate of Midwestern State University in Wichita Falls and holds a Bachelor's degree in Accounting.

Michael Marrero, City of Odessa

Michael Marrero is the City Manager for the City of Odessa. He has been with the City of Odessa since 1995. Mr. Marrero was named City Manager in May 2018. Prior to his current role as City Manager, he served as Deputy City Manager, Assistant City Manager and Community Development Director. As City Manager, Mr. Marrero is responsible for all municipal functions for the City of Odessa. Mr. Marrero reports to a seven-member city council, and he serves as the chief executive

2021/2022 TCAP Board Biographies

(alphabetical order)

officer for the municipal organization, providing direction to approximately 1,000 city employees across several departments and divisions.

Michael received his B.A. from the University of Texas Permian Basin in Political Science and has also received a Masters in Public Administration from Sul Ross State University. Mr. Marrero has been involved with several local not for profit organizations in Odessa and is also a member of the International City Manager's Association and the Texas City Manager's Association. Mr. Marrero has served on the board of TCAP since May of 2018.

Carey D. Neal, Jr., City of Lancaster

Carey joined the City of Lancaster in July of 2019. He obtained a Bachelor of Science degree from the University of Texas at Arlington, and will obtain a Masters in Public Administration from American University -Washington D.C. in December of 2020. Prior to joining the City of Lancaster, Carey worked for seven years as a Human Resources Director for Walmart Stores Inc. His passion for public service began with an internship opportunity for State Representative Yvonne Davis.

Carey is responsible for the operations of Airport, Country View Golf Club, Public Relations, Sanitation, Utility Billing, Purchasing, Municipal Court, Library Services, Parks and Recreation, and Public Improvement Districts (PIDS).

Carey is a member of several professional organizations such as: the International City/County Management Association (ICMA), Emerging Local Government Leaders (ELGL), National Forum for Black Public Administrators (NFBPA), North Texas City Management Association (NTCMA), and an Executive Board Member and Chair of the Special Event Committee for Urban Management Assistant of North Texas (UMANT). Carey also volunteers with Dallas ISD, Big Brother Big Sister of America, Lancaster Lions Club and Public Administration Student Association.

Gilbert P. Reyna, Jr., City of Victoria

Graduating Cum Laude from the University of Houston in Houston with a Bachelor of Accounting Degree, I obtained my Certified Public Accountant certificate in September 1988, 2 years after completing college.

In 1986 I began employment with the accounting firm, Harrison, Waldrop & Uherek (HWU), an accounting firm which consists of 15-19 professionals, serving as an Audit Manager, in charge of several large government entities, private and public enterprises. I remained with HWU until January 1995 when I was hired as the Assistant Director of Finance for the City of Victoria. One year later, I was appointed as the City of Victoria Director of Finance; also serving as the treasurer of the Victoria Sales Tax Development Corporation (VSTDC). In August 2020, I was appointed Chief Financial Officer for the City of Victoria and remain the treasurer of the VSTDC. For the period March 2009 until October 2009 I acted as interim representative to ERCOT.

I was a board member of STAP representing the City of Victoria from March 2009 until the end of 2010, at which time I was elected to the TCAP board. I have served on the board of TCAP for the terms of January 2011 through December 2020.

2021/2022 TCAP Board Biographies

(alphabetical order)

George Rivera, City of Palm Valley

George was first elected as Mayor for the City of Palm Valley in May 2015. He is currently in his 3rd term. He is employed by United Parcel Service (UPS) as the Mexico Country Manager for UPS Freight. George is a Board Member on the Lower Rio Grande Valley Development Council (LRGVDC), Chair - LRGVDC Small Cities Coalition Committee, Board Member - TML Small Cities Advisory Council. George holds a Bachelor of Science degree in Business Management and is a veteran of the US Air Force.

Chris Steubing, P.E., CFM, City of Sugar Land

Chris Steubing, P.E., CFM, Assistant City Manager is a professional engineer with 24 years of city, county and private-sector experience in the field of engineering, program/project management and construction management. He was named assistant city manager in May of 2017 and leads the City of Sugar Land as the Chief Operating Officer constantly working to improve efficiency, performance and accountability within the organization. Prior to this, he served as Sugar Land's city engineer from December 2006, providing oversight of new development, construction of civil infrastructure, development and delivery of the capital improvement program, floodplain administration oversight, thoroughfare planning and land acquisition.

He provided leadership and oversight for the delivery of the Smart Financial Centre at Sugar Land, the largest capital improvement project in the City's history, and is currently overseeing the City's initiatives as executive sponsor for a new Enterprise Resource Program (ERP) and the Asset Management Program.

Prior to Sugar Land, Steubing spent the first 10 years of his career in the Dallas/Fort Worth area in leadership positions with Denton County, the cities of Decatur and Colleyville and Racetrac Petroleum.

He received a bachelor's degree in civil engineering from Texas A&M University in 1996, earned a Texas engineering license in 2002, became a certified floodplain administrator in 2004 and completed the LBJ School of Public Affairs Public Executive Institute in April 2016. He currently serves as a board member for the Texas Coalition for Affordable Power and is a member of the several professional organizations representing the fields of engineering, city management and floodplain administration.

Richard Summerlin, CPA, CGFO, City of Duncanville

Richard graduated from UT-Arlington in 1982 with a BBA Accounting Degree and is a CPA, and a CGFO (Certified Government Finance Officer). Richard started his career in public accounting as an auditor at KPMG in Ft. Worth and worked as a Controller in the private sector for 7 years. He started his public career with the City of Dallas where he served for 15 years in the City Controller's Office. He has worked for the City of Duncanville for 14 years and is currently the Finance Director overseeing the City's Accounting, Budget, Utility Billing, Purchasing, and Municipal Court. For the last 14 consecutive years, the City of Duncanville has received the GFOA Excellence in Financial Reporting Award under Richard's leadership. Richard is a member of the UT-Arlington Accounting Alumni Group, the KPMG Alumni Group, and an active member in GFOAT. He serves on the Dallas Water Rate Study Sub-Committee as well as on the TRA Advisory Board for the Central and Ten Mile Creek

2021/2022 TCAP Board Biographies

(alphabetical order)

Plants. Richard also serves on the TRA Advisory Board for Joe Pool Lake, the ONCOR and ATMOS Cities Executive Steering Committee, and the Board of Directors of the Arlington Vineyard Church. He has also been elected and served two two-year terms on the Board of Directors of Texas Coalition for Affordable Power in the medium consumption category.

Item No. 7.n.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Consider/Discuss/Action to fill a vacancy on the Planning and Zoning Commission. (Interview Committee)

SUMMARY:

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:
Carrie Land, City Secretary Created/Initiated - 11/30/2020

Item No. 7.o.

City Council Agenda
Staff Report

Meeting Date: 12/8/2020
Staff Contact:

AGENDA ITEM:
Consider/Discuss/Action on filling a vacancy on the Diversity and Inclusion Advisory Commission. (Interview Committee)

SUMMARY:
There is a vacancy in Place 8 with a term to expire May 2022.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:
Carrie Land, City Secretary Created/Initiated - 11/30/2020