AGENDA

City Council Meeting

Tuesday, July 13, 2021 @ 6:30 PM

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

The City Council of the City of Anna will meet at 6:30 PM, on July 13, 2021, at the Anna ISD Board Room, located at 201 E. 7th Street, Anna, Texas, 75409, to consider the following items.

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

1. **Call to Order, Roll Call and Establishment of Quorum.**
2. **Invocation and Pledge of Allegiance.**
3. **Neighbor Comments.**
   At this time, any person may address the City Council regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the City Council regarding an item that is not on this meeting agenda. Each person will be allowed up to 3 minutes to speak. No discussion or action may be taken at this meeting on items not listed on this agenda, other than to make statements of specific information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.
4. **Reports.**
   Receive reports from Staff or the City Council about items of community interest.
   Items of community interest include: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen (but not including a change in status of a person's public office or public employment); a reminder about an upcoming event organized or sponsored by the governing body; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.
   a. Recognition of the Anna Police Department Explorers for placing 3rd out of 21 teams in the Metroplex Competition. (Police Chief Dean Habel)
   b. Introduce Economic Development Intern. (Director of Economic Development Joey Grisham)
   c. Recognition of Jim Proce from the American Public Works Association (APWA)
   d. Recognition of Mayor Nate Pike by the Dallas Business Journal for 40 under 40
5. **Work Session.**
   a. FY 21/22 Budget Update (City Manager, Jim Proce, ICMA-CM)
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 the City Council Meeting Minutes for June 22, 2021. (City Secretary Carrie Land)

b. Review minutes of the June 1, 2021 Planning & Zoning Commission meeting. (Director of Development Services Ross Altobelli)

c. Review minutes of the May 24,2021 Parks Advisory Board Meeting. (Neighborhood Services Director Marc Marchand)

d. Approve a Resolution amending the representatives authorized to transact business with the Texas Local Government Investment Pool. (Alan Guard, Finance Director)

e. Approve an Ordinance Adopting a Purchasing Policy. (Alan Guard, Finance Director)

f. Approve a Resolution authorizing the City Manager to execute documents for the sale of real property to the Texas Department of Transportation for the widening of State Highway 5. (Director of Public Works Greg Peters, P.E.)

g. Approve a Resolution regarding the Luscombe Estates, Block A, Lot 1, Development Plat. (Director of Development Services Ross Altobelli)

h. Approve a Resolution regarding the West Crossing, Phase 12, Final Plat. (Director of Development Services Ross Altobelli)

i. Approve a Resolution regarding the Anna Crossing, Phase 8, Final Plat. (Director of Development Services Ross Altobelli)

j. Approve a Resolution regarding the Meadow Vista, Phase 1B, Preliminary Plat. (Director of Development Services Ross Altobelli)

7. **Items For Individual Consideration.**

a. Conduct a public hearing and consider an Ordinance granting a franchise to Universal Natural Gas, LLC for the transportation, delivery, sale, and distribution of gas in, out of, and through the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)

b. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute Master Agreements for SCADA and Well Services for the Public Water and Sanitary Sewer Systems in the City of Anna. (Director of Public Works Greg Peters, P.E.)

c. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute Master Agreements for Planning and Zoning, Architecture, Design Build, and Parks and Landscaping Design Services in the City of Anna Texas in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

d. Conduct a Public Hearing/Consider/Discuss/Action on a Resolution for the East Fork Estates, Lot 8R1 & 8R2, Replat. (Director of Development Services Ross Altobelli)

e. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend Article 9.04 Zoning Ordinance and related sections of the Development Regulations pertaining to accessory building regulations. (Planning Manager Lauren Mecke)

f. (1) Acting as the Anna Housing Finance Corporation Board of Directors, Consider/Discuss/Act on corporate bylaws and appoint offices of president, vice president, secretary and executive director. (Economic Development Director Joey Grisham).

(2) Acting as the Anna Housing Finance Corporation Board of Directors, Consider/Discuss/Act on entering into a Memorandum of Understanding (MOU) with Anna Senior Living LP for a senior living project. (Economic Development Director Joey Grisham)

g. Consider/Discuss/Action of an Ordinance authorizing the issuance and sale of City of Anna, Texas General Obligation Refunding AND Improvement Bonds, Series 2021; levying an annual ad valorem tax and providing for the security for and payment of said Bonds; approving an Official Statement, a Bond Purchase Agreement and Escrow Agreement; and enacting other provisions relating to the subject. (Director of Finance Alan Guard)

h. 1) Conduct a public hearing regarding creation of a tax increment reinvestment zone within the City of Anna.

2) Consider/Discuss/Action of an Ordinance of the City Council of the City of Anna, Texas, designating a contiguous geographic area within the extraterritorial jurisdiction of the City as a tax increment reinvestment zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Tax Increment Reinvestment Zone Number Three, City of Anna; describing the boundaries of the Zone; creating a Board of Directors for the Zone; establishing a Tax Increment Fund for the Zone; containing findings related to the creation of the Zone; providing a date for the termination of the Zone; providing that the Zone take effect immediately upon passage of the Ordinance; providing a severability clause; and providing an effective date." (Economic Development Director Joey Grisham)

i. Consider/Discuss/Action of a Resolution approving a Preliminary Private Placement Memorandum for the sale of "City of Anna, Texas Special Assessment Revenue Bonds, Series 2021 (Sherley Tract Public Improvement District No. 1 Improvement Area #1 Project)" (Economic Development Director Joey Grisham)

j. Consider/Discuss/Action of a Resolution approving a Preliminary Limited Offering Memorandum for the sale of "City of Anna, Texas Special Assessment Revenue Bonds, Series 2021 (Sherley Tract Public Improvement District No. 1 Major Improvement Area Project)" (Economic Development Director Joey Grisham)

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). public facilities and related legal matters

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

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

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

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

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

10. **Adjourn.**

This is to certify that I, Carrie L. Land, City Secretary, posted this Agenda on the City's website (www.annatexas.gov) and at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 p.m. on July 9, 2021.

Carrie L. Land

Carrie L. Land, City Secretary

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

Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Dean Habel

AGENDA ITEM:
Recognition of the Anna Police Department Explorers for placing 3rd out of 21 teams in the Metroplex Competition. (Police Chief Dean Habel)

SUMMARY:
The Anna Police Department Explorers participated in a Metroplex-wide competition in June. The team took 1st place in Burglary in Progress, Suicidal Person, and Arrest, Search and Seizure. They also took 3rd in Unknown Call for Police. Their stellar performance resulted in them taking 3rd place overall out of a total of 21 teams.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Dean Habel, Police Chief	Created/Initiated - 7/6/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

Item No. 4.b.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Joey Grisham

AGENDA ITEM:
Introduce Economic Development Intern. (Director of Economic Development Joey Grisham)

SUMMARY:
On June 7th, Nathaniel Johnson joined the Anna EDC team as Economic Development Intern. He is a current Masters of Public Administration (MPA) student at the University of Texas-Arlington and a graduate of Abilene Christian University.

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Taylor Lough, Economic Development Administrator	Created/Initiated - 7/9/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

Item No. 4.c.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Ryan Henderson

AGENDA ITEM:
Recognition of Jim Proce from the American Public Works Association (APWA)

SUMMARY:
The North Central Texas Branch of APWA had recently recognized and honored Jim Proce with the President's Award at a regional meeting in Grand Prairie.

Jim has been an APWA member for 20 years having recently served as the President of the North Central Texas Branch, which is the largest branch in the country, previously serving as the President of the Central Florida Branch before moving to Texas. Jim has also served APWA on the National Leadership and Management Committee, as the Chairperson of the National Awards Committee, Awards Committee for the State Chapter in both Florida and Texas. Jim is a past recipient of the National Community Involvement Award and the APWA Top Ten Leader of the Year Award. Jim has published numerous articles, taught countless classes, provided many presentations, and co-authored two books for APWA and continues to serve on the North Central Texas Board of Directors along with his daughter, Gabriela, who is a civil engineer for an engineering firm in Dallas.

Congrats to Jim for this honor and recognition!

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:

Ryan Henderson, Assistant City Manager	Created/Initiated - 7/9/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

Item No. 4.d.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Jim Proce

AGENDA ITEM:
Recognition of Mayor Nate Pike by the Dallas Business Journal for 40 under 40

SUMMARY:
The 15th annual Dallas Business Journal 40 Under 40 event honors rising stars and people you should know in the North Texas business community. These 20 men and 20 women are leaders in various companies spanning from some of the largest and most notable companies in DFW to smaller nonprofits or firms you may be hearing about for the first time. They represent companies from a variety of sizes and stages, a reflection of the diversity of industry and entrepreneurship that comprises North Texas' business ecosystem.

Judges selected leaders that are making an impression in North Texas after vetting over 400 nominations. The judging panel, comprised of 40 Under 40 alumni, span a variety of industries and roles at private, public and non-profit organizations and evaluated nominations over the course of several weeks.

This year's 40 Under 40 Awards winners will be honored at a virtual event next week on July 20th and subsequently featured in a print and digital special publication following the event.

Congratulations Mayor Nate Pike!

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Ryan Henderson, Assistant City Manager	Created/Initiated - 7/9/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Jim Proce

AGENDA ITEM:
FY 21/22 Budget Update (City Manager, Jim Proce, ICMA-CM)

SUMMARY:

FINANCIAL IMPACT:
There is no formal action at this time, so there is no financial impact.

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

STAFF RECOMMENDATION:
Staff seeks preliminary input from City Council for FY2021/22 budget.

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager	Created/Initiated - 7/9/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact:

AGENDA ITEM:
Approve the City Council Meeting Minutes for June 22, 2021. (City Secretary Carrie Land)

SUMMARY:

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:
1. CCmin20210622

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 7/6/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

Regular City Council Meeting
Meeting Minutes

Tuesday, June 22, 2021 @ 6:30 PM

Anna ISD Boardroom
201 E. 7th Street, Anna, Texas 75409

The City Council of the City of Anna met at 6:30 PM, on June 22, 2021, at the Anna ISD Board Room, located at 201 E. 7th Street, Anna, Texas, to consider the following items.

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

Mayor Pike called the meeting to order at 6:31 PM.

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

Mayor Pike led the Invocation and Pledge of Allegiance.

3. **Neighbor Comments.**

- Andrew Michrina would like to see more sports programs in Anna.
- Jennifer Richardson spoke in opposition of multi-family and high-rise hotel being constructed along US 75 near Urban Crossing subdivision.
- Steve Sweeney spoke in opposition of multi-family and high-rise hotel near Urban Crossing. Has concerns with interference with internet service, subdivision access and noise pollution.
- Todd Engles thanked the neighbors for their participation in the family fundraiser over the past weekend. The family lost their home to a fire and he would like to see the red tape cut for these types of events.

4. **Work Session.**

a. Discuss ballfield reservations and field access at Slayter Creek Park. (Director of Neighborhood Services Marc Marchand)

It has been the practice of the City to make the baseball fields at Slayter Creek Park available through reservations only and in accordance with the fees established by ordinance. Backstops have been provided at Geer Park and at Slayter Creek Park for practice, and the newly renovated ballfields at Johnson Park will be unlocked and open for practice as soon as the enhancement project to the park is completed this summer. The Parks Board recommends to keep two fields open for 4 to 6 weeks and evaluate at that end of that time.

5. **Reports.**

a. Fire Department Battalion Chief Badge Pinning (Fire Chief Ray Isom)

Battalion Chief Chuy Eaton, Battalion Chief Cody Nelson, and Battalion Chief Bryan Thomas

b. Presentation on the Neighborhood Block Party Trailer. (Neighborhood Services Coordinator Elisa Bowers)

Staff updated Council on the Neighborhood Block Party Trailer, its contents, and how neighbors can reserve the trailer for the neighborhood events.

c. Proclamation Declaring July as Park and Recreation Month (Director of Neighborhood Services Marc Marchand)

d. Introduce New Park Planning and Development Manager. (Director of Neighborhood Services Marc Marchand)

Dalan Walker

e. Introduce New Communications Manager. (Assistant City Manager Ryan Henderson)

Frances LaRue

f. American Rescue Plan Fund update.

There is still no word on small city Rescue Plan funds: Each state has to request its non-entitlement cities' share of the American Rescue Plan (ARP) funds. Non-entitlement cities are those under 50,000 in population. According to the Treasury Department, Texas has not yet done so, although the information from Treasury indicates that payment could potentially be in progress. The governor's

office has not yet announced if or when the request will be made. Accordingly, the governor has not yet announced the procedures for eligible non-entitlement cities to receive payments. Anna's portion of the $1,386,117,819 allocated to Texas NEU cities is approximately $3.3 million.

6. **Consent Items.**

MOTION: Council Member Carver moved to approve consent items a. through f. . Council Member Toten seconded. Motion carried 7-0.

a. Approve City Council Meeting Minutes for June 8, 2021. (City Secretary Carrie Land)

b. Review of quarterly attendance records for Council, Boards, and Commissions. (City Secretary Carrie Land)

c. Review minutes of the May 4, 2021, Diversity and Inclusion Advisory Commission Meeting. (Assistant City Manager Ryan Henderson)

d. Review minutes of the May 6, 2021, Joint Community Development Corporation Board and Economic Development Corporation Board Meeting. (Director of Economic Development Joey Grisham)

e. Review Minutes of the January 19, 2021, March 29, 2021, and April 19, 2021, Parks Advisory Board Meetings. (Neighborhood Services Director Marc Marchand)

f. Approve Resolution approving extension of Agreement 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 the agreement for a one (1) year period which shall be in effect from October 1, 2021, continuing through and including September 30, 2022, with the option for either party to terminate the contract with ninety (90) days written notice. FINANCIAL IMPACT: $55,189.00

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

7. **Items For Individual Consideration.**

a. 1) Conduct a Public Hearing to consider public comments regarding the request to amend Ordinance No. 846-2020 (One Anna Two Addition, Block B, Lot 1 & 2)

(Director of Development Services Ross Altobelli)

2) Consider/Discuss/Action on an Ordinance regarding the request to amend Ordinance No. 846-2020.

3) Approve a Resolution regarding the One Anna Two, Block B, Lot 1 & 2, Final Plat.

4) Approve a Resolution regarding the One Anna Two, Block B, Lot 1 & 2, Site Plan.

Mayor Pike opened the Public Hearing at 7:12 PM.

Director of Development Services Ross Altobelli presented to Council an overview of the Developer's request.

Multiple-family residence and commercial on two lots on 13.8± acres located at the southwest corner of U.S. Highway 75 and W Country Road 370 (Suzie Lane). Zoned: Planned Development 846-2020-General Commercial (PD-846-2020-C-1). The Applicant is requesting to amend the existing multiple-family residence development standards to include:

i. Remove the restriction prohibiting balconies, stoops, or patios on an exposed façade of a multifamily building directly facing U.S. Highway 75.
ii. Reduce the amount of required covered parking to 40%.
iii. Allow minimum parking space dimension of 9’ x 18’ where a 2’ overhang is provided (minimum 20’). Dual head in parking spaces are required to be a minimum of 20 feet in length.
iv. Allow car bumper overhangs within the 10-foot landscape buffer.

The Planning & Zoning Commission recommended approval (5 - 2) of the zoning case

- o Removal of the balcony restriction
- o 50% required covered parking
- o Allow minimum 9' x 18' parking space dimension where a 2' overhang is provided (minimum 20')
- o Allow car bumper overhangs within 10-foot landscape buffer

The Planning & Zoning Commission unanimously recommended approval of the final plat and site plan.

No public comments.

Mayor Pike closed the Public Hearing at 7:15 PM.

After Council discussion, Mayor Pike re-opened the Public Hearing at 7:24 PM.

Jennifer Richardson spoke in opposition to multi-family along US 75. She feels the area is better used for commercial.

Steve Sweeney spoke with regard to better utilities for residents.

Developer Robert Bell stated the property was zoned previously and this request is only for balconys, parking covering, and bumper overhang.

Mayor Pike closed the Public Hearing at 7:33 PM

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

MOTION: Council Member Toten moved to approve subject to 40% covered parking. Motion failed due to lack of a second.

MOTION: Council Member Ussery moved to approve subject to the Planning and Zoning's recommendations. Council Member Miller seconded. Motion carried 7-0.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A FINAL PLAT OF ONE ANNA TWO ADDITION, BLOCK B, LOTS 1 & 2.

MOTION: Council Member Toten moved to approve. Council Member Ussery seconded. Motion carried 7-0.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF ONE ANNA TWO ADDITION, BLOCK B, LOTS 1 & 2.

MOTION: Mayor Pike moved to approve. Council Member Miller seconded. Motion carried 7-0.

b. Consider/Discuss/Action on a Resolution authorizing Council Members to attend the 2021 TML Annual Conference and Exhibition. (City Secretary Carrie Land)

The TML Annual Conference includes workshops on current municipal issues and provides participants opportunities to discuss challenges, solve problems, and share successes with their peers. The Conference will be held in Houston October 6th - 10th. Estimated cost is $2000 per participant.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING COUNCIL MEMBERS TO ATTEND THE 2021 TML ANNUAL CONFERENCE AND EXHIBITION.

MOTION: Council Member Toten moved to approve. Council Member Ussery seconded. Motion carried 7-0.

c. Consider/Discuss/Action on a Resolution authorizing Council Members to attend the 2021 TML Newly Elected City Officials' Orientation. (City Secretary Carrie

Land)

The Texas Municipal League (TML) and the Texas Association of Mayors, Councilmembers and Commissioners (TAMCC) want to help new Council Members begin their public service with confidence. This program will guide them through the most fundamental areas of city government, help them side-step potential pitfalls, and give them the resources needed to maximize their impact as a city leader. The training will be held in San Antonio July 29th and 30th. Estimated cost per attendee is $1100.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING COUNCIL MEMBERS TO ATTEND THE 2021 TML NEWLY ELECTED OFFICIALS' ORIENTATION.

MOTION: Council Member Miller moved to approve. Council Member Vollmer seconded. Motion carried 7-0.

d. Consider/Discuss/Action on a Resolution approving an agreement for the reconstruction of W. 3rd Street. (Director of Public Works Greg Peters, P.E.)

This road has multiple subgrade failures and is in need of full depth reclamation. The existing road will be reclaimed to a depth of 8" with cement stabilization. The road will be paved with 3" Type D asphalt at a 24' width from Powell to Riggins. FINANCIAL IMPACT: $64,855

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AN AGREEMENT WITH WOPAC CONSTRUCTION FOR RECONSTRUCTION OF W. 3RD STREET.

MOTION: Council Member Carver moved to approve. Council Member Toten seconded. Motion carried 7-0.

e. Open Public Hearing on levying of assessments in the Sherley Tract Public Improvement District No. 2 and continue said Public Hearing until July 27, 2021.

MOTION: Mayor Pike moved to open the Public Hearing and continue until July 27, 2021. Council Member Vollmer seconded. Motion carried 7-0

f. Open a public hearing regarding creation of a tax increment reinvestment zone within the City of Anna and continue said Public Hearing until July 13, 2021. (Economic Development Director Joey Grisham)

MOTION: Mayor Pike moved to open the Public Hearing and continue until July 27, 2021. Council Member Toten seconded. Motion carried 7-0

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). *Bunetto v. City of Anna*, Civil Action No. 4:21-cv-00413, United States District Court, Eastern District of Texas, Sherman Division. City ordinances and regulations. Operational policies and procedures.

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).

MOTION: Council Member Miller moved to enter closed session. Council Member Vollmer seconded. Motion carried 7-0.

Mayor Pike recessed the meeting at 8:01 PM.

Mayor Pike reconvened the meeting at 8:48 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 taken.

10. **Adjourn.**

Mayor Pike adjourned the meeting at 8:48 PM.

Approved on July 13, 2021.

_____
Mayor Nate Pike

ATTEST:

_____
City Secretary Carrie L. Land

Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Review minutes of the June 1, 2021 Planning & Zoning Commission meeting. (Director of Development Services Ross Altobelli)

SUMMARY:
June 1, 2021 P&Z Minutes

FINANCIAL IMPACT:
N/A

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

STAFF RECOMMENDATION:
N/A

ATTACHMENTS:
1. 06-01-2021 PZ Minutes signed

APPROVALS:

Lauren Mecke, Planner II	Created/Initiated - 7/7/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

MINUTES
PLANNING AND ZONING COMMISSION
June 1, 2021

The Planning and Zoning Commission of the City of Anna held a meeting at 7:00 p.m. on June 1, 2021, at the Anna ISD Board Room located at 201 E. 7th Street, to consider the following items.

1. Call to Order and Establishment of Quorum

   The meeting was called to order at 7:04 pm.

   Commissioners present were Chairman Alonzo Tutson, Latoya Grady, Brent Thomas, Dennis Ogan, Donald Henke, Nick Rubits, and Paul Wenzel. Commissioners was absent Brent Thomas and Duane Hayes. Staff present was Olivia Demings, Kevin Johnson, and Lauren Mecke. Councilmen present were Stan Carver.

2. Invocation and Pledge of Allegiance

   Councilman Carver 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 welcomed everyone to the meeting and reminded speakers to state their name and address for the record.

4. Location Map

Consent Items

A motion was made by Commissioner Thomas, seconded by Commissioner Ogan to recommend approval of consent items 5 through 10. Commissioner Henke abstained for a conflict of interest. The vote was in favor 6-0-1.

5. Consider/Discuss/Action to approve minutes of the May 3, 2021 Planning & Zoning Commission Meeting.

6. Consider/Discuss/Action on a recommendation regarding the Riley Estate Development Plat, Block A, Lot 1, Development Plat. Applicant: Jakob & Skyler Riley

7. Consider/Discuss/Action on a recommendation regarding the 2380 W FM 455 Addition, Block A, Lot 1, Development Plat. Applicant: TBS Property Co. 4 LLC

8. Consider/Discuss/Action on a recommendation regarding the West Crossing, Phase 10, Final Plat. Applicant: Bloomfield Homes LP.

9. Consider/Discuss/Action on a recommendation regarding the Waterview, Block A, Lot 1, Final Plat. Applicant: Anna 21, LLC.

10. Consider/Discuss/Action on a recommendation regarding the Waterview, Block A, Lot 1, Site Plan. Applicant: Anna 21, LLC.

Items for Individual Consideration

11. A) Conduct a Public Hearing/Consider/Discuss/Action on a recommendation for the Anna High School #1 Addition, Block 1, Lot 1, Replat. Applicant: Anna Independent School District.

Ms. Mecke gave a brief presentation.

The public hearing was opened at 7:09 p.m.

Dr. Brad Duncan from Anna ISD spoke about the project and thanked the Planning & Zoning Commission.

Chairman Tutson & Commissioner Grady expressed their excitement for the project.

Commissioner Thomas stated that great cities have great schools and the success of the community thrives on the work done by the school district and city.

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

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

B) Consider/Discuss/Action on a recommendation for the Anna High School #1 Addition, Block 1, Lot 1, Site Plan.

Commissioner Henke asked if there was any concern about the turn radius of the fire lane adjacent to the corner of the building. Ms. Mecke stated that the Fire Department did not comment on it and staff did not have a concern.

A motion was made by Commissioner Thomas, seconded by Commissioner Rubits to recommend approval of the site plan. The vote was unanimous.

12. A) Conduct a Public Hearing/Consider/Discuss/Action on a recommendation regarding the request to rezone 61.7± acres consisting of multiple tracts of land generally located on the south side of East White Street, 1,320± east of the Dallas Area Rapid Transit Railway from AG Agricultural District, SF-E Single-Family Residential – Large Lot, and SF-1 Single-Family Residential to Planned Development-Restricted Commercial (PD-C-1). Applicant: Jonic Investments LLC.

Ms. Mecke stated that the applicant had changed their land area from what was provided in the public hearing notices, therefore making the notices invalid and requiring a re-notice. Staff's recommendation is to table without discussion to the July 6th Planning & Zoning Commission Meeting.

A motion was made by Commissioner Rubits, seconded by Commissioner Wenzel to table the item to the July 6th meeting. The vote was unanimous.

13. A) Conduct a Public Hearing/Consider/Discuss/Action on a recommendation to amend Ordinance No. 846-2020 in order to amend Development Standards associated with the multiple-family residence. Applicant: Anna Village Residential, LTD and Anna Village Commercial, LTD.

Ms. Mecke presented the applicant's four requests and staff's recommendations.

Nathan McCarthy, applicant, gave a lengthy presentation.

The Public Hearing was opened at 7:41 p.m.

Commissioner Rubits asked if the applicant was only including the carports as the 40% covered parking or if they were including garages and tuck-under parking as covered parking. The applicant stated all three.

Commissioner Rubits asked if the city had an ordinance about balconies facing the highway. Ms. Mecke stated when the zoning was adopted in 2020, the Director of Development Services and Ms. Mecke made the recommendation to not have balconies facing the highway due to their professional experience in order to mitigate noise and air pollution for the future residents.

Commissioner Grady asked why the applicant is focused only with balconies for aesthetic purposes when there are many ways to articulate a building. The applicant's response was that there is no environmental reason to prohibit balconies and did not answer Commissioner Grady's question.

Commissioner Rubits asked about the distance from the highway and number of units affected by the balconies. The applicant stated 534 feet and 101 units. Commissioner Rubits asked if there were going to be openings along the retail buffering the multifamily. The applicant stated yes and also stated that the wind typically moves from west to east in this area.

Commissioner Henke asked if there was a distinction between a window opening and a balcony. Ms. Mecke agreed with Commissioner Henke that there are building material features that would help but it was not discussed when adopted in the planned development ordinance.

Mr. McCarthy stated that even in Plano there is a 1,200-foot rule that is not being followed if an applicant comes in with a Planned Development Zoning Request. Ms. Mecke stated the history of the 1,200-foot distance that was an agreement amongst several cities along State Highway 121.

Commissioner Wenzel asked if the 534 feet was from the frontage road or highway. Ms. Mecke and Mr. McCarthy answered that it is from the centerline of the highway.

Commissioner Grady asked about the applicant's statements on air pollution. Mr. McCarthy stated that air pollution is not a concern due to the low traffic counts and air pollution reducing as cars become more efficient and people working from home.

Chairman Tutson asked how many of the communities the applicant mentioned in the presentation are adjacent to the freeways. The applicant stated all of them.

Commissioner Grady asked the applicant, "what is the difference between the 40% and 50% covered parking?" The applicant stated that covered parking is an amenity and that people do not want to maneuver around carport poles. The applicant then stated that the concept plan never showed carports suggesting that the site was approved for no carports. Ms. Mecke stated that a concept plan is a requirement of a Planned Development to support the text of the ordinance and the Planned Development does not discuss covered parking. Mr. Rubits asked if the city left that out or if the applicant left that out. Ms. Mecke stated that it is the applicant's responsibility to propose amendments. Mr. McCarthy stated that the applicants were never aware of the covered parking requirement. Ms. Mecke stated it is an applicant's responsibility to read the ordinance.

Commissioner Thomas asked for staff's rationale for the two recommendations that differed from the applicant's request. Ms. Mecke gave a brief history of this multifamily project's zoning in relation to the current staff being employed with the city as well as the discussions the Planning and Zoning Commission has had regarding covered parking. Ms. Mecke stated in regards to the highways she personally would never live within 1,000 feet of the centerline of a highway after being on the Plano staff that researched affects of highways on human health. The staff recommendation is to mitigate hazards to health as much as possible. She continued that having the retail in front helps which is why staff is recommending the patios on the ground floor, it helps having the building setback which is why staff recommends the corner balconies that are not predominantly facing the highway, and the staff recommendation is based on staff's experience in Plano.

Commissioner Ogan asked about light rail on the west side of the highway. The applicant stated no.

The applicant chastised studies as being in developed cities. Commissioner Rubits asked Ms. Mecke if those were the studies being referenced. Ms. Mecke stated that she was not part of the research team.

Mr. McCarty stated that the applicants were intending to spend a significant amount of money on the project.

Commissioner Thomas asked if the state presentation could be brought up and clarified what was different between the applicant's request and staff's recommendation.

Mr. McCarty stated that their studies show that the covered parking should be 40% and that staff didn't have a reason for 50%. Ms. Mecke stated again that the recommendation of 50% of covered parking came from the conversations that the Planning & Zoning Commission and City Council regarding covered parking. Commissioner Henke spoke about how previous zoning cases have discussed the issue.

Mr. McCarty stated that aesthetically carports would not look good from Standridge Boulevard and Suzie Lane and balconies would look better from the highway.

Chairman Tutson stated he was concerned about balconies on the upper floors for safety reasons and the applicant's opinion about balconies only on the first and second floor. Mr. McCarty stated that balconies are to code and that is not the reason staff is recommending to not have balconies facing the highway.

Commissioner Grady rephrased her earlier question about building articulation. Mr. McCarty talked about building materials and that it would look better with balconies.

Mr. McCarty interrupted Chairman Tutson to state that the reason staff was restricting the balconies was for noise and air pollution and the applicants believed that they had the approval two years prior for the balconies. Ms. Mecke reminded the Commission that this is the first and closest multifamily in Anna to U.S. Highway 75, State Highway 121, and Collin County Outer Loop with maybe an exception to the Mantua project.

John Hendricks, 219 E White Street, stated that eye pollution has not been discussed. His concern is that many apartment complexes allow people to use their balconies as storage that becomes unsightly.

The public hearing was closed at 8:13 p.m.

Commissioner Rubits asked if they could vote for each of the recommendations separately. Ms. Mecke stated yes and would be presented to City Council.

A motion was made by Commissioner Henke, seconded by Commissioner Thomas to recommend the following stipulations:

a. Remove the restriction prohibiting balconies, stoops, or patios on an exposed façade of a multifamily building directly facing U.S. Highway 75.

b. Reduce the amount of required covered parking to 50%.

c. Allow minimum parking space dimension of 9' x 18' where a 2' overhang is provided (minimum 20'). Dual head in parking spaces are required to be a minimum of 20 feet in length.

d. Allowing car bumper overhangs within the 10-foot landscape buffer.

The vote was in favor of the motion 5-2, with Chairman Tutson and Commissioner Grady in opposition.

B) Consider/Discuss/Action on a recommendation regarding the One Anna Two Addition, Block B, Lots 1 & 2, Final Plat.

Ms. Mecke gave a brief presentation.

A motion was made by Commissioner Thomas, seconded by Commissioner Wenzel. The vote was unanimous.

C) Consider/Discuss/Action on a recommendation regarding the One Anna Two Addition, Block B, Lots 1 & 2, Site Plan.

Ms. Mecke gave a brief presentation.

A motion was made by Commissioner Rubits, seconded by Commissioner Henke. The vote was unanimous.

14. Consider/Discuss on a recommendation to amend Article 9.04 Zoning Ordinance and related sections of the Development Regulations pertaining to accessory building regulations.

Ms. Mecke gave a brief presentation.

Commissioner Henke, Commissioner Rubits, and Commissioner Ogan asked if staff could clarify between a building addition versus an attached accessory structure. Ms. Mecke and the Commission discussed various scenarios.

Adjourn

A motion was made by Commissioner Thomas, seconded by Commissioner Grady to adjourn the meeting. The vote was unanimous. The meeting adjourned at 8:27 pm.

Alonzo Tutson
Planning and Zoning Commission Chairman

ATTEST:_

Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Marc Marchand

AGENDA ITEM:
Review minutes of the May 24,2021 Parks Advisory Board Meeting. (Neighborhood Services Director Marc Marchand)

SUMMARY:
May 24, 2021 Parks Advisory Board Minutes

FINANCIAL IMPACT:

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

STAFF RECOMMENDATION:

ATTACHMENTS:
1. 5-24-21 Parks Advisory Board Meeting Approved Minutes

APPROVALS:

Jeff Freeth, Recreation Manager	Created/Initiated - 7/9/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

MINUTES
ANNA PARKS ADVISORY BOARD MEETING
May 24, 2021

The Parks Board of the City of Anna met at 6:03 PM, on May 24, 2021, 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
   a. The meeting was called to order at 6:03pm. Members present were Elden Baker, Joe Crowder, Michelle Clemens, Eirik Hansen, LeQuey Douglas, and Mackenzie Jenks and Jonathon Schwyzer. Staff present included Marc Marchand and Jeff Freeth.

2. Park Minutes

   a. April 19, 2021

   A motion was made by Eirik Hansen, seconded by Elden Baker, to approve the Minutes of the April 19th meeting. Motion carried.

3. Staff presented a report on summer recreation programming.

4. Staff presented a report on the block party trailer.

5. Staff presented a status update on the Johnson Park Enhancement Project.

6. Staff presented a status update on the Bryant Park development project.

7. Adjourn

A motion was made by Eirik Hansen, seconded by Elden Baker to adjourn the meeting. Meeting adjourned at 6:15 pm.

Marc Marchand, Director of Neighborhood Services

ATTEST: _____

Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Alan Guard

AGENDA ITEM:
Approve a Resolution amending the representatives authorized to transact business with the Texas Local Government Investment Pool. (Alan Guard, Finance Director)

SUMMARY:
TexPool is one of the City's primary investment vehicles. As the resolution needs to be amended to recognize Holly Kellen, the new Accounting Manager, it is necessary for City Council to approve the update.

FINANCIAL IMPACT:
None

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
HIGH PERFORMING PROFESSIONAL GOVERNMENT

STAFF RECOMMENDATION:
Approve the Resolution amending the representatives.

ATTACHMENTS:
1. RESOLUTION AMENDING AUTHORIZED SIGNERS FOR TEXPOOL 2021.07.13

APPROVALS:

Alan Guard,	Created/Initiated - 6/28/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

CITY OF ANNA, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ANNA, TEXAS AMENDING THE AUTHORIZED REPRESENTATIVES AUTHORIZED TO TRANSACT BUSINESS WITH THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL, "TEXPOOL/TEXPOOL PRIME", A PUBLIC FUNDS INVESTMENT POOL.

WHEREAS, The City of Anna ("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/TexPool Prime"), a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

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 as if set forth in full for all purposes.

Section 2. That the individuals, whose signatures appear in the Resolution, are Authorized Representatives of the City of Anna and are each hereby authorized to transmit funds for investment in Texpool/Texpool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local government funds.

Section 3. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the City of Anna's TexPool account or (2) is no longer employed by the Participant.

Section 4. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant.

List of the Authorized Representatives of the Participant. Any new individuals will be issued identification numbers to transact business with TexPool Participant Services.

1. Name Ryan Henderson Title: Assistant City Manager
Phone/Fax/Email 214-831-5303 Fax 972-924-2620 rhenderson@annatexas.gov

Signature _____

2. Name Alan Guard Title: Finance Director
Phone/Fax/Email 214-831-5371 Fax 972-924-2760 aguard@annatexas.gov

Signature _____

3. Name Alesia Thornhill Title: Accountant
Phone/Fax/Email 214-831-5372 Fax 972-924-2760 athornhill@annatexas.gov

Signature _____

List the names of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name:	Alan Guard, Finance Director	Phone	214-831-5371
Email:	aguard@annatexas.gov	Fax	972-924-2760
Name:	Alesia Thornhill, Accountant	Phone	214-831-5372
Email:	athornhill@annatexas.gov	Fax	972-924-2760

In addition, and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry only, complete the following information.

Name:	Holly Kellen, Accounting Manager	Phone	214-831-5331
Email:	hkellen@anntexas.gov	Fax	972-924-2760

Section 4. This Resolution and its authorization shall continue in full force and effect until amended by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 13th day of July, 2021.

ATTEST: APPROVED:

_____ _____

Carrie L. Land, City Secretary Nate Pike, Mayor

Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Alan Guard

AGENDA ITEM:
Approve an Ordinance Adopting a Purchasing Policy. (Alan Guard, Finance Director)

SUMMARY:
City Council recently approved updated financial policies. Revisions are now being made to the Purchasing Policy to incorporate the the new Ion Wave purchasing software. Bids and Request For Proposals will now be managed using the online purchasing system. The system will allow staff to streamline the bid and RFP process, ensure the widest number of vendors are contacted, ensure compliance with state requirements regarding Historically Underutilized Businesses (HUBs) and provide reports to Council on cost avoidance achieved through the bidding process. Changes to the policy are highlighted in yellow in the document.

FINANCIAL IMPACT:
NA

STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
HIGH PERFORMING, PROFESSIONAL CITY.

STAFF RECOMMENDATION:
Staff recommends that City Council approve the ordinance adopting the revised Purchasing Policy.

ATTACHMENTS:
1. Ordinance Adopting Purchasing Policy 07132021
2. Purchasing Policy Revised 07132021

APPROVALS:

Alan Guard,	Created/Initiated - 7/2/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

CITY OF ANNA, TEXAS

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS ADOPTING A PURCHASING POLICY

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 interest of the neighbors of Anna to adopt Purchasing Policies that establish policies and procedures to govern the management and care of public funds required for operation of the City;

BE IT ORDAINED 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. Purchasing Policy Adoption.

The Council hereby approves the Purchasing Policy attached hereto as Exhibit 1 and incorporated herein for all purposes.

Section 3. Savings, Severability and Repealing Clauses.

All ordinances of the City in conflict with the provisions of this ordinance are repealed to the extent of that conflict. If any section, subsection, sentence, clause, or phrase of this ordinance, or its application to a particular set of persons or circumstances, is declared invalid or adjudged unconstitutional by a court of competent jurisdiction, it does not affect the remaining portions of this ordinance, as the various portions and provisions of this ordinance are severable. The City Council, declares that it would have passed each and every part of this ordinance notwistanding the omission of any part that is declared invalid or unconstitutional.

Section 4. Effective Date

This ordinance shall become effective after its passage and upon the posting and/or publication, if required by law.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, this, the 13th day of July, 2021.

ATTESTED:

_____
Carrie L. Land, City Secretary

APPROVED:

_____
Nate Pike, Mayor

City of Anna, Texas
Purchasing and Procedures Manual

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CHAPTER 1 INTRODUCTION

CHAPTER 1 INTRODUCTION

Section 1. Background

The Purchasing Policy and Procedure Manual provides the City departments information to assist in making decisions regarding the purchase of goods and services necessary to perform the functions of their offices and/or departments effectively.

City staff must ensure that purchasing responsibilities are accomplished in compliance with Texas Local Government Code, including Chapters 252 and 271, Purchasing and Contracting Authority of Municipalities, other relevant federal, state, and local statutes, and City of Anna policies. This is accomplished primarily through competitive bids/proposals with the City's best interests always paramount. The City of Anna embodies best practices, promotes transparency, fairness, and competitiveness in state and local government.

This policy is provided to protect employees and the use of public funds. Employees will be held accountable for the proper use and administration of the purchasing process. This policy/manual has been prepared for the use of City personnel and other interested parties to serve as policy for all procurement related activities. It is the responsibility of each employee involved in the procurement process to understand the policies, the meaning, and the intent. Individuals making purchases in a manner that does not adhere to the City's Purchasing Policy or enters into a private transaction with the vendor, assumes responsibility for payment and may be subject to disciplinary action.

Section 2. Mission and Goals of Public Purchasing

The mission of the Purchasing Policy of the City of Anna is to:

- Foster an understanding and appreciation of sound purchasing practices throughout all departments of the City;
- Acquaint all persons (internally and externally) in respect to the City's purchasing policies and procedures;
- Ensure compliance with local, state, and federal laws applicable to city purchasing;
- Attempt to gain the most value in every purchase;
- Eliminate high cost, convenience buying;
- Provide an ongoing supply of quality goods and services to all City offices; and
- Protect the interests of City of Anna neighbors.

The goals of public purchasing are to:

- Purchase the proper goods and services;

- Obtain the best possible price for goods or services, without sacrificing the quality needed;
- Ensure a continuing supply of goods and services are available where and when needed;
- Ensure responsible bidders are given a fair opportunity to compete for the City's business;
- Ensure the proper disposition of surplus property through internet auctions or sealed bids;
- Ensure public funds are safeguarded;
- Ensure public funds are not used to enrich elected officials or City employees or to confer favors; and
- Provide all vendors, including Historically Underutilized Businesses (HUBS), equal access to the City's competitive processes for the acquisition of goods and services.

Section 3. Purchasing Policy Statement

Purchasing is a function of all departments. Department Directors, Assistant Directors, and Managers are responsible for ensuring that departmental purchases are in compliance with the approved budget and the City's Purchasing Policy. Purchasing procedures are guided by several established policies. These consist of the following:

- All purchasing shall adhere to sound purchasing policies to ensure that Anna neighbors receive the best value for city purchases.
- Regardless of the expenditure, it is the policy of the City of Anna to garner competition that produces the highest quality goods and services at the lowest possible price whether the item or service is subject to quotes or bids.
- It is the policy of the City to allow the City Council to make final award on any expenditure of $50,000 or greater in accordance with Texas Statutes.
- All purchasing shall be in accordance with the laws of the State of Texas including Chapters 252 and 271 of the Texas Local Government code.

  http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.252.htm

  http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.271.htm
- Purchasing activities shall be managed with proper controls.
- When required or preferred, a competitive bidding process will be utilized to obtain purchases at the lowest possible cost and to provide for an open and fair process for all interested vendors.
- No City Council member or employee shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights in any land, materials, supplies or service except on behalf of the City as a Council member or employee. Any knowing violation of this section shall constitute malfeasance in office, and any member or employee found guilty thereof shall be subject to removal from such office or position. Any violation of this section shall render the contract voidable at the discretion of the City Council.

Section 4. Other Resources

An additional resource is provided through the link below from the Texas State Comptroller's Office. The State of Texas Procurement and Contract Management Guide was written to provide a holistic approach to government procurement. (Reference: Comptroller.Texas.Gov)

https://comptroller.texas.gov/purchasing/publications/procurement-contract.php

CHAPTER 2 PURCHASING ETHICS
(For City Representatives & Vendors)

CHAPTER 2 PURCHASING ETHICS
(For City Representatives & Vendors)

Section 1. Ethics Policy Statement

The Ethics Policy is cumulative of any provisions governing ethics or conflicts of interest under state law and the City of Anna's Home-Rule Charter all as amended. In the event of any conflict between any such provisions, the most restrictive provision shall govern. This section will promote the objectives of protecting government integrity and facilitating the recruitment and retention of qualified ethical personnel needed by the City of Anna.

The City also requires ethical conduct from those who do business with the City. City representatives and vendors/entities are required to adhere to all federal, state, and municipal laws and ordinances.

Section 2. Accountability of City Employees

The City wants to promote and protect its governmental integrity. As a public entity, the City is expected to be able to demonstrate to the neighbors that it has spent their tax dollars wisely. All participants in the City are responsible for ensuring that money is spent in accordance with the terms and conditions of all the policies of the City of Anna. Public employees must discharge their duties impartially so as to assure fair competitive access to government procurement by responsible contractors. Public officials and employees must take precautions to avoid even the appearance of impropriety, self-dealing, favoritism, or undue influence.

It is essential for employees to take ownership of, and be responsible for, their actions to preserve the public trust and protect the public interest. All City staff engaged in procurement for the City shall comply with the ethical standards set forth in the following criteria:

- Plan purchases to minimize the use of emergency or expedited purchases;
- Ensure that purchasing policies and procedures are understood prior to ordering;
- Apply sound business judgement;
- Purchase the proper goods or services to suit the City's needs;
- Get the best possible price for the goods or services using City policies;
- Purchases shall have appropriate and adequate supporting documentation including a clear explanation of the reason for the purchase
- Guard against misappropriation of City funds;
- Facilitate competition from responsible bidders;
- Safeguard public funds and receive the best value for the public dollar;
- Never use public spending to enrich elected officials or City employees; and
- Never make purchases for personal use in the City's name.

Section 3. Ethical Standards

1. It shall be a breach of ethics to attempt to realize personal gain through public employment with the City of Anna by any conduct inconsistent with the proper discharge of the employee's duties.
2. It shall be a breach of ethics to attempt to influence any public employee of the City of Anna to breach the standards of ethical conduct set forth in this code.
3. It shall be a breach of ethics for any employee of the City of Anna to participate directly or indirectly in a procurement when the employee knows that:
    a. The employee or any member of the employee's immediate family has a financial interest in the procurement;
    b. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement;
    c. Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
4. It shall be a breach of ethics for any employee of the City of Anna to accept, receive, or arrange for any gratuity or any offer of employment in connection with any decision, approval, denial, recommendation, preparation of any part of a program requirement or purchase request, influencing the content or any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal thereof, pending before this government.
5. It shall be a breach of ethics for any employee of the City of Anna to approve or allow any purchase, transaction or contract for expenditure regardless of the amount unless said employee has been expressly authorized to do so in advance by the City Council during a duly noticed public meeting if—with respect to such purchase, transaction or contract for expenditure—any City Official (as defined in the Anna Code of Ethics) is: (1) required to file a Conflicts Disclosure Statement under Chapter 176 of the Texas Local Gov't Code or the Anna Code of Ethics, as amended; or (2) is a Vendor as that term is described under Section 176.002 of the Texas Local Gov't Code, which includes acting as an agent of a Vendor.
6. It shall be a breach of ethics for any employee or former employee of the City of Anna knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.
7. No City representative may purchase City property for their own personal use unless it is purchased through the City's public auction.
8. No City representative, City Council, Boards or Commissions, or employees, may use the purchasing power of the City to make private purchases or to avoid the payment of sales tax.

CHAPTER 3 PURCHASING PROCEDURES

CHAPTER 3 PURCHASING PROCEDURES

Section 1. Conflict of Interest

All purchases, transactions and contracts for expenditures regardless of amount must be expressly approved in advance by the City Council during a duly noticed public meeting if, with respect to such purchase, transaction or contract for expenditure any City Official (as defined in the Anna Code of Ethics) is: (1) required to file a Conflicts Disclosure Statement under Chapter 176 of the Texas Local Gov't Code or the Anna Code of Ethics, as amended; or (2) is a Vendor as that term is described under Section 176.002 of the Texas Local Gov't Code, which includes acting as an agent of a Vendor. Otherwise, the following purchasing procedure is outlined in accordance with the noted dollar thresholds of expenditures.

Section 2. Department Responsibilities

It is the responsibility of the Department Director and/or Authorized Designee to ensure the following:

- The appropriate budget has been identified and is available;
- The appropriate method of purchase has been identified;
- City management and/or City Council approves of the purchase;
- City policy is being followed;
- State and Federal laws are being enforced;
- Documentation for the purchase is attached to the PO, such as quotes, emergency purchase order with the City Managers signature, invoice, and/or documentation reflecting the vendor is a sole source vendor;
- Invoices are submitted in a timely manner to adhere to the Prompt Payment Act as described Section 12; and
- When applicable, a Certificate of Interested Parties (Form 1295) is provided to the Finance Department. Chapter 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file a Certificate of Interested Parties, Form 1295. Generally, all contracts requiring a vote of the City Council are included. Contractors are required to register via the Texas Ethics Commission Website where a Form 1295 is generated. The City must acknowledge receipt of the form via the same portal no later than the 30th day after the contract date.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Section 3. Purchasing Parameters

At no time, shall purchases by broken down into smaller quantities or specialized activities so as to avoid the requirements stated below. This practice is against State law and City policy.

Approval Authority

The following approval levels shall be utilized in all procurement related matters.

1. All procurement card (P-Card) transactions shall be approved by the respective Department Director or Assistant Director.
2. All other Procurement Related Expenses below:

Amount	Approval Requirements				
0 - $4,999	Designated Supervisors				
$5,000 - $9,999		Assistant Director or	Department Director		
$10,000 - $49,999			Department Director and	City Manager	
$50,000+			Department Director and	City Manager and	Council Approval

***The purchasing thresholds below pertain to the **total purchase** from a single vendor, not per item. This also includes purchases by multiple departments. ***

A. Petty Cash (0 to $50.00)

Petty Cash is deemed appropriate when it allows for more efficient procurement of minor goods and services. Petty Cash may only be used for non-routine minor purchases of goods or services up to $50.00. An employee requesting the Petty Cash must have approval from their Department Director, Assistant Director, or Designated Supervisor. Documentation for the use of Petty Cash is required at time of reimbursement and must include an invoice or itemized receipt for the purchase. The employee requesting reimbursement will be required to sign for receipt of the cash. Employees issued P-cards should not utilize petty cash for purchases.

B. Purchases less than $3,000 (0 to $2,999.99)

A one-time purchase by a single department or from multiple departments under the same Department Director for supplies do not require quotes to be obtained. Quotes are recommended when possible even if they are verbal. Purchases may be made with the P-Card depending on the employee's card limit.

C. Purchases $3,000 but less than $50,000

A one-time purchase by a single department or from multiple departments under the same Department Director requires three written quotes. Two of the quotes shall be from HUB vendors as required by statue. A quote form should be completed and approved by the appropriate approval level in the above chart, prior to making the purchase. If service is performed on City

property a certificate of insurance shall be obtained. Work should not begin before insurance is obtained and verified.

D. Purchases $50,000 and over

A one-time purchase or cumulative purchases by a single department or from multiple departments requires a formal sealed bid. All purchases over $50,000 must also include a contract, insurance, and bonds (if needed). City Council approval is required. See Chapter 4 on Competitive Bidding requirements.

Section 4. Tax Exemption Certificate

The City is exempt from payment of all local tax, state sales tax, and federal excise tax, with the exception of Hotel/Motel tax. This is solely due to being a municipality.

When practicable the City will claim and insist on all of its purchases being exempt from sales and use tax. However, an exception to this is any single purchase of food related to travel, outreach and city-sponsored events when a single purchase is less than $200. Purchases for these exclusions over $200 must be approved in advance by the City Manager in writing.

At the time of purchase, vendors may request a Sales and Use Tax Exempt Certificate and/or a W-9 form be completed by the City prior to removing any sales tax from the invoice. Please contact the Finance Department to obtain a form to submit to the vendor.

Section 5. Purchasing Procedure Violations

Employees will be held accountable for the proper use and administration of the Purchasing Process. The Department Directors or Approving Manager is responsible for ensuring that employees comply with the policies outlined in this manual. The statues governing local government purchasing impose criminal penalties for violating the provisions of various Acts enacted by the Legislature to oversee purchasing. Any misuse of the City's purchasing power carries various legal and/or future employment consequences.

LOCAL GOVERNMENT CODE 252.062 – CRIMININAL PENALTIES

A municipal officer or employee commits an offense, if the officer or employee intentionally or knowingly makes or authorizes ***separate, sequential, or component purchases*** to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor. http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.252.htm

Section 6. Exceptions to Competitive Bidding

In some cases, competitive bidding is not possible to procure a good or service. Below are the exceptions to utilizing a competitive bidding process. These exceptions must also accompany the *Sole Source/Emergency or Exceptions to Competitive Bidding Form* as well as a letter on

company letterhead in the event the purchase is a sole source purchase. An example of the form is located in the back of the policy.

A. Emergency Purchases

Texas statutes generally allow the local government to make "emergency or exempted purchases" without competitive bidding as per Texas Local Government Code 255.022 "General Exemptions". A political subdivision is generally exempted from competitive bidding or contacting Historically Underutilized Businesses (HUB) if one of the following occurs:

1. Public Calamity – In the case of a public calamity, the prompt purchase of items is required to provide for the needs of the public or to preserve the property of the political subdivision.
2. Preservation or Protection – The item is necessary to preserve or protect the health or safety of residents of the political subdivision.
3. Unforeseen Damage – The item is made necessary by unforeseen damage to public property.

Normal Working Hours – The City Manager is authorized to declare or determine if an Emergency Purchase is warranted. When the emergency occurs during normal business hours and the expenditure exceeds the department approval limit, the Department Director shall contact the City Manager or his designee to obtain authorization. The City Manager shall advise the City Council of any such emergency in excess of $50,000. Purchase Order (PO) should be prepared and approved by both the Department Director and the City Manager or designee as soon as possible. The Emergency Purchase Order (EPO) Form shall provide which emergency situation from the above list has occurred. The PO, EPO Form, and the invoice should then be turned into Accounts Payable for processing.

After Office Hours/Weekends/Holidays – When an emergency occurs after hours and the expenditure exceeds the department approval level, the department authorized designee should contact the Department Director for authorization and take whatever steps are necessary to make the procurement. The Department Director shall complete the EPO Form and obtain the City Manager or his designee's signature the following morning. As stated previously, the EPO Form should justify which one of the occurrences from the list above resulted in the emergency.

Purchases made in emergency situations are more costly than routine purchases; therefore, they must be kept at a minimum. Poor planning, overlooked requirements or negligence may cause the need for expedited purchases, but are not true emergencies.

B. Sole Source Purchases

Quotes are not required if the materials, goods, or supplies can only be purchased from a sole vendor, in other words, a sole source. Reasonable efforts must be made to ensure purchases from sole sources are correctly classified as such. Materials, goods, and/or supplies cannot be requested so as to remove other suitable alternative vendors/sources. The department must attach justification to validate the sole source procurement meets one of the requirements listed below.

1. The good/service is a one of a kind or patented, copyrighted, secret process or unique item;

2. The product is only available from a regulated or natural monopoly; or
3. The product is a component of an existing system which is only available from one supplier.

Sole source purchases are approved only after the lack of alternate sources has been determined and proof of sole source is documented. The requesting department should do everything possible to strengthen the City's bargaining position. Costs related to procurement should always be considered before an order is placed, including post-purchase costs. Post-purchase costs could include multi-year maintenance contracts, replacement parts or trade-in value. Written justification should include one or more of the following:

1. Statement on company letterhead from vendor attesting to the fact that the item(s) being requested are only available from that vendor.
2. A statement from the Department Director or authorized designed providing information concerning previous attempts to obtain competitive bids on the item(s) requested including the name of the company and person contacted, in an effort to find other sources.

C. Other Exceptions

Maintenance of City Fleet Vehicles – The City has contracted with Enterprise Fleet Management (EFM) for the lease purchase of new City vehicles. In addition, maintenance and repair of City vehicles shall be taken to a vendor who is contracted with EFM. EFM staff will ensure that proper repairs and/or maintenance is completed on the vehicles and appropriate charges are incurred.

The following reasons are additional justification that an employee may not be able to utilize a competitive bidding process:

- The requested product is an integral repair part or accessory compatible with existing equipment.
- The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.
- Repair/maintenance is available only from manufacturer or designated service representative.
- Upgrade to enhancement of existing software is available only from one manufacturer.
- Purchase of land, right-of-way, or buildings
- Services performed by blind or severely disabled person
- Goods purchased for the subsequent resale
- Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.
- Professional Services (See Section 7 below on further requirements)

Local Government Code Chapter 252.022 Competitive Requirements for Purchases defines the general exemptions: https://statutes.capitol.texas.gov/SOTWDocs/LG/htm/LG.252.htm

Section 7. Professional Services

Cities are prohibited by law from awarding a contract by competitive bidding for some professional services including architects, interior designers, engineers, or certified public accountants. The Professional Services Procurement Act established a set of procedures that must be followed to contract for these services.

The selection of these providers shall be based on demonstrated competence, experience, and qualifications of the firm.

Section 8. Lease Purchases

State law authorizes cities to enter into lease purchase agreements. However, normal statutory procurement requirements generally apply to these lease purchase agreements. This is the case when a lease purchase agreement for personal property will involve an expenditure of more than $50,000 in city funds. The contract must then be competitively bid unless the type of item purchased is covered by a specific exception to the statutory procurement requirements.

All lease purchases shall be coordinated by the Finance Department due to this type of purchase and financing being unique and accounted for differently.

Section 9. Purchasing Card Program (P-Card)

The P-Card is a method that allows employees to make small dollar approved City purchases quickly and efficiently by paying vendors immediately with a credit card. A purchase shall not be made with a card unless it is the most productive purchasing method. All employees issued a P-Card are expected to understand all City policies related to using City funds. At no time does the P-Card override the City's purchasing policy, which is guided by procurement law. The City bears no legal liability from inappropriate use. (See the City's Purchasing Card Policy)

Section 10. Purchase Order Processing

All invoices shall be accompanied by a purchase order unless otherwise indicated below. Purchase orders shall be submitted to Accounts Payable for processing after obtaining the appropriate approval signatures with all supporting documentation attached. Purchase orders submitted without appropriate approval or required documentation will be returned to the originating department. Subject to the limits on the City Manager's authority to make purchases and enter into contracts on behalf of the City, purchases of the following items do not require the solicitation of bids or purchase order. However, if the purchase was made by a purchasing card, a PO made payable to J P Morgan will be required. Departments shall clearly place the vendor number and account number on the invoice itself.

- Insurance Premium Payments
- Retirement System Payments (TMRS) or other Payroll Expenditures
- Debt Service Payments
- Utility Service Payments

- Operating Leases/Maintenance Agreements
- City Fleet Fuel Payments
- Contracted Services
- Registration Fees
- Membership/Professional Association dues and fees
- Postage
- Subscription Services

Section 11. Receiving and Inspection

When materials, equipment, or supplies are received, the department/division that placed the order is responsible for inspecting the shipment and initiating the payment process. This should be done as promptly as possible to take advantage of early payment discounts and/or give the Accounting Technician time to avoid interest penalties and comply with the 30-day payment requirements by state law.

Section 12. Prompt Payment Act

Department shall ensure Purchase Orders, invoices, and the appropriate documentation is submitted to Finance in a timely manner. Invoices are to be paid no later than net 30 days.

Texas Government Code Chapter 2251 stipulates that all local governments shall pay for goods and services within thirty (30) days of the delivery or invoice date or interest is automatically imposed.

CHAPTER 4 COMPETITIVE BID PROCESS

CHAPTER 4 COMPETITIVE BID PROCESS

Section 1. Request for Quote (Purchases $3,000 and less than $50,000)

Disadvantaged Businesses/Historically Underutilized Businesses:
A municipality in making an expenditure of more than $3,000 but less than $50,000, is required by state law to contact at least two (2) disadvantaged businesses or historically underutilized businesses (HUB) on a rotating basis, in accordance with Texas Government Code, Title 10, Subtitle D, Section 2161 and the General Services Commission Rule I TAC 111.11-111.24. If the list fails to identify a HUB in the County in which the city is situated, the City is exempt from this section. HUB vendors must complete the certification process with the State of Texas Comptroller of Public Accounts. See link below to the Texas Comptroller of Public Accounts website to perform a search for HUBs.

https://mycpa.cpa.state.tx.us/tpasscmblsearch/tpasscmblsearch.do

Price quotes should be solicited from an adequate number of vendors on a rotating basis to ensure competition. Departments are encouraged to use the Ion Wave purchasing software to pursue multiple quotes and ensure HUB vendors are contacted.

Section 2. Bid/Request for Proposal Process (RFP) (Purchases $50,000 and Over)

Departments must take caution when determining whether a procurement requires a competitive bid process. No specifications are to be written with the intent to exclude a possible bidder. The following circumstances need to be considered and well thought out as they are of particular concern to a city when departments are making a determination if a bid is required.

1. A city does not competitively bid an item because the total expenditure would be below the $50,000 threshold and later purchase more items or more services are procured. The extra procurement would take the total over the threshold. If the department knows this is a possibility, even though the current procurement is under the threshold, a competitive bidding process shall be utilized.
2. Individual departments making their own purchases of commodities or services that in total take the City over the threshold. If the City in total reaches the threshold, a competitive bidding process shall be utilized.

As stated in Chapter 3, Section 5, State law provides criminal penalties if a city makes component, sequential or incremental purchases to avoid the competitive bidding requirements. If such a charge is at issue, the prosecuting attorney would require the facts surrounding the involved transaction. It is advisable for departments to look at their purchasing practices over past budget years and consider whether certain items should be purchased through a competitive process.

A. Procedure Requirements for Bids/Request for Proposals (RFP)

State law requires competitive bidding for expenditures over $50,000. The City may choose the bid process or the Request for Proposal option. Both options require City Council approval and award.

The competitive bidding process has two purposes. The first one being to ensure that public monies are spent properly, legally and for public projects only and to ensure the best possible value is received for the money. Additionally, it is utilized to give those qualified and responsible vendors who desire to do business with the City a fair and equitable opportunity to do so. Below are the requirements for bids and proposals:

- A notice must be published establishing the time and place at which bids or proposals will be publicly opened. The notice must be published at least once a week for two consecutive weeks. The notice must be published in a newspaper that is published in the City. The first publication must appear before the 14th day before the date that the bids or proposals are unsealed.
- Specifications detailing the requirements that must be met by the goods or services or information how to obtain copies of the specifications shall be included in the publication.
- Competitive bidding can be on a lump sum or unit price basis.
- In the event other factors other than price are utilized to make the selection, such as previous performance, the specifications shall clearly state that such factors will be considered in the award.
- The department must determine prior to the advertisement and before the notice is given the method of procurement that provides the best value for the City.
- All bids shall be received through the Ion Wave purchasing software which will time and date stamp as the bids are delivered.
- All bids shall be submitted and opened through the City's Ion Wave purchasing software system at the designated time and place by the Finance Director or his designated representative.

B. Establishing Bid Specifications

A specification is a concise description of goods or services the City seeks to buy and the requirements the vendor must meet in order to be considered for the award. A specification may include requirements for testing, inspection or preparing an item for delivery, or preparing or installing use of it. The specification is the total description of the purchase.

The purpose of any specification is to provide personnel with clear guides for purchasing, and to provide vendors with firm criteria of minimum product or service acceptability. A good specification has four characteristics:

1. *It sets a minimum acceptability of goods or services*. The term "minimum acceptability" is key since the vendor must know the minimum standard to determine what to provide. A standard too high means tax dollars will be wasted. A standard too low means the goods or services will not meet the expectations of the user.
2. *It should promote competitive bidding*. The maximum number of responsible vendors should be able to bid the specification. Restrictive specifications decrease competition.

3. *It should contain provisions for reasonable tests and inspections for acceptability of the good or service*. The methods and timing of testing and inspection must be indicated in the specification. Tests should refer to nationally recognized practices and standards, when possible.
4. *It should provide for an equitable award to the lowest responsible bidder*. The buyer obtains goods or services that will perform to expectations, and the vendor is able to provide the goods or services at an agreeable price.

C. Awarding the Bid

Best Value – If best value is utilized, below are a list of items the department may utilize to make the determination of "best value" for the City.

- Purchase price;
- Reputation of the bidder;
- The bidder's safety record;
- Warranties;
- The quality of the bidder's goods or services;
- The extent to which the goods or services meet the City's needs;
- The bidders' past relationships with the City or Department;
- The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and nonprofit organizations employing person with disabilities;
- The total long-term cost to the City to acquire the bidder's good or services; and
- Any relevant criteria specifically requested in the bid or proposal.

In the event no bids are received, the Department must re-advertise or choose to not undertake a contract. If only one bid is received, the City Council may choose to accept the bid, reject the bid and re-advertise, or determine not to undertake the project.

Bids are opened and read aloud at the designated time and place. The bid/bids must then be presented to City Council. The City Council must then award the bid to the lowest responsible bidder or if previously determined, the bidder with the "best value". The City Council does have the option to reject all bids as well.

Once a bid has been opened, it may not be changed or altered to correct minor errors in the price. However, under some circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

D. Contested Bids

If a department is made aware of or is contacted by a vendor regarding a protest relating to advertising of bid notices, deadlines, bid opening and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications, the Department Director should first attempt to determine the reasons behind the potential protest. If the Department Director fails to satisfy the vendor, they shall instruct the

vendor to prepare a written protest. At said time the Department Director shall notify the City Manager and City Attorney.
Appeals of protest of awards for $50,000 and over shall be filed with the City Secretary with a concurrent copy to the City Manager and City Attorney.

The written protest should include the following:

- Include both the name and address of the protester, as well as the vendor they represent, if different.
- Identify the bid number and item.
- Contain a statement of the grounds for protest and any supporting documentation.
- Protest must be submitted within five (5) days of the bid opening.

E. Awarding the Request for Proposal (RFP)

If an RFP is utilized and the best value option was established prior to the solicitation, the same criteria listed above can be used to award the RFP.

When the RFPs are opened and acknowledged by Ion Wave purchasing software, the vendor name is the only item identified. This is to avoid disclosure of the contents of the proposals to competing proposers until after the award of the contract. All proposals are open for public inspection after the contract is awarded, but trade secrets are confidential information in the proposal and are not open for public inspection (see Local Government Code, Chapter 252.049).

Unlike bids, once the proposals have been submitted, the City may conduct discussions with the offeror or offerors whom the City determines to be reasonably qualified for the award of the contract. However, such discussions must comply with the RFP and any guidelines established by the City Council.

To obtain the best offers, the City may allow the submission of revisions after proposals are submitted and before the award of the contract. (see Local Government Code, Chapter 252.042). All offerors must be treated equally and fairly with respect to any opportunity for discussion and revisions to the proposals.

Some of the items that should be evaluated and considered when reviewing an RFP are as follows:

- All calculations and sums shall be double checked for accuracy.
- Unit prices shall be extended to a total price for the requested quantity;
- The proposal shall be verified that it has been signed by an authorized signer of the vendor;
- Verify all of the specifications outlined in the RFP have been met;
- List all areas where it fails to meet any condition(s) included in the specifications and whether any failure disqualifies the proposal;
- Verify all required samples are included; and
- Include results of testing of samples, if required.

Contracts awarded by proposals are awarded by City Council. The contracts must be awarded to

the responsible bidder whose proposal is determined to be the most advantageous to the municipality, considering the relative importance of price and the other evaluation factors included in the RFP. (see Local Government Code, Chapter 252.043).

The evaluation and recommendation should include at least the following:

- Merits of each proposal with recommendations about which one should be selected;
- Whether the vendor has submitted a responsive proposal, meeting all criteria in the RFP;
- Give information about whether the vendor has a record of being a responsible bidder, capable of performing a contract and/or appears financially and technically capable of adequately performing the contract; and
- Details of areas to be negotiated, including desired changes in the proposal.

F. Verification of Insurance

Vendors on City property or public right-of-way for the City of Anna shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required or that the subcontractors are included under the contractor's policy.

All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insured's as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating services.

The vendor shall during the term hereof maintain in full force and affect the required insurance. The City reserves the right to amend or require additional types depending on the nature of the work.

G. Bonding Requirements

The Local Government Code mandates that a city contracting for public work in excess of $50,000 shall require its contractor to execute a payment bond solely for the protection of beneficiaries who supply materials and labor to the public works project and have a direct contractual relationship with the contractor. The payment bond shall be in the amount of the contract.

The Local Government Code also mandates that a city contracting for public work in excess of $100,000 shall require its contractor to execute a performance bond solely for the protection of the City. The performance bond protects the City in the event of a contractor default and/or termination. The performance bond must also be written for the total cost of the contract and

shall be executed by a corporate surety in accordance with the Insurance Code prior to commencement of the work.

H. Change Orders to Contracts

After a City has awarded a bid or contract, a city may still increase or decrease the quantity of work to be done or supplies to be furnished if it is necessary to do so. Such changes may not increase or decrease the original contract price by more than 25 percent. In the event the increase goes above 25 percent, the City shall must seek bids or proposals for the work or product which would go beyond the 25 percent. If the City wants to decrease the contract amount by more than 25 percent, it shall obtain the approval of the contractor for such a change.

Section 3. State Contracts and Cooperatives

Texas Government Code, Chapter 791, and Texas Local Government Code, Chapter 271, authorize the use of local cooperative purchasing programs. These chapters authorize the City to use (piggyback on) another entity's bid and likewise allows another entity to use the City's contracts. This action allows cities to obtain more advantageous volume purchases including administrative savings and other benefits. These agreements must be in the form of an Inter-local Cooperative Agreement which must be presented to Council for them to authorize the City Manager to execute the agreement.

In addition to local cooperative purchasing programs, cities may also utilize contracts competitively awarded by the State of Texas or the State of Texas Cooperative Purchasing Program. The state purchasing cooperative promotes best value procurements through state contract usage at the local level. In order to become a member of a state purchasing program, City Council must pass a Resolution authorizing the City to participate in the program. A minimal fee is then required annually to remain an active member in the program. Below is a list of some of the purchasing cooperatives:

- Collin County Governmental Purchasing Form (CCGPF)
- Buyboard – https://www.buyboard.com
- Department of Information Resources (DIR) – https://dir.texas.gov
- Houston-Galveston Area Council (H-GAC) – http://www.h-gac.com
- Texas Multiple Award Schedule Program (TXMAS) – https://comptroller.texas.gov/purchasing/contracts/txmas/
- Sourcewell (Formerly National Joint Power Alliance) - https://www.sourcewell-mn.gov/
- The Interlocal Purchasing System (TIPS) – http://www.tips-usa.com
- OMNIA Partners (Formerly National IPA and U.S. Communities) – https://www.omniapartners.com/publicsector/national-ipa-an-omnia-partner

CHAPTER 5 DISPOSAL OF SURPLUS PROPERTY

CHAPTER 5 DISPOSAL OF SURPLUS PROPERTY

Disposal of surplus property may be sold by public auction (private auctioneer), Internet sale, or sealed bids to the highest bidder. Employees may not directly purchase City property, unless it is through the channels listed above where they are the highest bidder.

As surplus properties become available, notice of the items shall be circulated to all departments to determine whether any items could be used in another area of the City.

If the property is deemed to have no value, or if the value is less than the cost to process for an auction, it will be disposed of by the most convenient method.

Finance shall be notified of any auction items to ensure the tracking of the fixed assets are maintained.

CHAPTER 6 DEFINITIONS

Advertisement – A public notice in a newspaper or general circulation containing information about solicitation in compliance with legal requirements.

Best Value - A procurement method that emphasizes value over price. The best value may not be the lowest cost. Value may include a combination of reputation, quality, long-term costs, services, and time.

Bid Types –

- **a.** Request for Quote (RFQ) Procurement process for purchases $3,000-$49,999
- **b.** Request for Bid (RFB) Procurement process for $50,000 or greater
- **c.** Request for Proposal (RFP) Negotiable Procurement process for $50,000 and greater.

Bidder – A vendor that submits a bid including acting on behalf of the vendor that submits a bid, such as agents, employees and representatives.

Change Orders - Change orders may address differences in order quantity, quality, damages, or additions. The original contract price may not be increased (under section 252.048 of the Local Government Code) by more than 25% without going out for bid. The original contract price may not be decreased under this section by more than 25% without the consent of the contractor.

Competitive Bidding – A transparent procurement process in which bids from competing contractors, suppliers or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed contract. The aim of competitive bidding is to obtain goods and services at the lowest price for such goods or services through competition and preventing favoritism. The City determines the lowest bidder that is responsible and awards the contract to the lowest bidder.

Competitive Proposal Process – A transparent procurement in which proposals from competing contractors, suppliers, or vendors are invited by openly advertising the scope, specifications, and terms and conditions of the proposed contract.

Cooperative Procurement – The action taken when two or more entities combine their requirements to obtain advantages of volume purchases or a variety of arrangements whereby two or more public procurement units purchase from the same vendor using a single RFP.

Emergency Purchase Order (EPO) – Emergencies are defined to remove hazards, to protect property and people, to alleviate financial loss and operation damage, and to expedite repairs. The Emergency Exception to Competitive Bidding Form shall be completed and signed by the City Manager by the next business day.

Historically Underutilized Business (HUB) – Texas Administrative Code, Chapter 2161 defines a "Historically Underutilized Business" or "HUB", in part, as one with ownership by "a person who is economically disadvantaged because of the person's identification as a member of a certain group, including black Americans, Hispanic Americans, women, Asian Pacific

Americans, and American Indians, who have suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control". Also referred to as a disadvantaged business, Minority/Woman-owned Disadvantaged Business Enterprise or M/W/DBE.

Invitation to Bid (ITB) – Specifications and formal bidding documents requesting pricing for a specified work, good, or service which has been advertised for bid in a newspaper.

Invoice – An itemized statement of merchandise or service provided by a vendor. It is the means for settlement of financial obligations incurred when the purchase order is issued.

Lease – A contract for the use of personal property or real property for a period of time in return for a specified compensation.

Lowest Responsible Bidder – The offer that provides the lowest price meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid, including any related costs to the City in a total cost concept and which submittal, including all reported references contained therein, provides the City with sufficient evidence of the bidder's financial and practical ability to perform the contract, references of past performance indicating the ability to comply with the Contract and satisfactorily complete the subject work, and other information provided to or obtained by the City demonstrating the subject bidder's capabilities, competence, and success.

Modification – A document used to change the provisions in a contract.

Payment Bond – A surety bond executed in connection with a contract that secures solely for the protection and benefit of those persons or entities that have a direct contractual relationship with the Contractor to supply public work labor or material (Payment Bond Beneficiaries) and with which such Contractor the City has contracted for a particular contract the payment obligation of that Contractor to the Payment Bond Beneficiaries.

Performance Bond – A surety bond that provides assurance to the City that the Contractor will faithfully perform the work in accordance with the plans, specifications, and contract documents.

Professional Services – Services rendered by members of a recognized profession possessing a special skill/education as defined in Local Government Code.

Purchase – The act of obtaining approved goods or services by an authorized City representative.

Purchase Order (PO) – A legal contract for the purchase of goods and services establishing the terms and conditions and incurs a financial obligation.

Request for Proposal (RFP) – A document requesting a proposal from vendors that specifies the relative importance of price and other evaluation factors, and which allows for negotiations after a proposal has been received and before award of the contract for the goods and services sought. (See also Competitive Proposal Process above)

Request for Qualifications (RFQ) – A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act or in conjunction with an alternative bid delivery process.

Sealed Bids – Offers in response to an invitation to bid that is advertised in a newspaper and submitted to the City Secretary in a manner that conceals the price.

Separate Purchase – Purchases made separately of items that in normal purchasing practices would be purchased in one purchase.

Sequential Purchases – Inappropriate separation of purchases to avoid the required process of obtaining quotes or bids.

Sole Source Purchase – Purchases that can be made from only one vendor as defined by State Law.

Specifications – Detailed description for an item or service. Specifications must be complete and sufficiently defined in order to provide the exact product or service required.

Tax Exemption – The City is tax exempt from paying local or state sales tax, and federal excise tax. The City is not exempt from Hotel Occupancy Tax.

Vendor – A business entity or individual that seeks to have or has a contract to provide goods or services to the City.

Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact:

AGENDA ITEM:
Approve a Resolution authorizing the City Manager to execute documents for the sale of real property to the Texas Department of Transportation for the widening of State Highway 5. (Director of Public Works Greg Peters, P.E.)

SUMMARY:
TxDOT is acquiring the last pieces of property needed for the future widening of State Highway 5 through the City of Anna. As such, they have requested the acquisition of 0.0074 acres of land from the Municipal Complex property. The 0.0074 acre tract is a small 20' x 20' corner clip at the southwest corner of the City property, and was already contemplated in the design and planning for the new Municipal Complex. An aerial image showing the location of the 0.0074 acre tract, along with the appraisal summary is included as Exhibit A. Additional TxDOT Documents attached include:

Draft Deed - Exhibit B
Possession and Use Agreement - Exhibit C
Acknowledgement Forms - Exhibit D

The widening of SH 5 is a very important project for the future growth and development of the central portion of the community. As such, it is in the best interest of the City of Anna to help keep the project moving forward.

While this is a very small piece of property and the sale will have no impact on the Municipal Complex, any sale or purchase of real property involving the City of Anna requires City Council approval. TxDOT has completed an appraisal and is offering to purchase the 0.0074 acre tract for $2,774.00. Staff finds the appraisal and offer to be reasonable and recommends approval of the Resolution.

FINANCIAL IMPACT:
TxDOT will pay the City of Anna the fair market value of the property, $2,774.00.

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

ATTACHMENTS:
1. Exhibit A - Aerial and Appraisal Information
2. Exhibit B - Draft Deed
3. Exhibit C - Posession and Use Agreement
4. Exhibit D - Acknowledgement Forms
5. Resolution - Authorizing City Manager TxDOT Property Acquisition

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 7/7/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

SUBJECT PHOTOGRAPHS

Aerial View of Subject and Acquisition

Executive Summary

Property Name	Parcel 201	
Location	206 W. 7th St., Anna, Collin County, TX 75454	
Client	HDR Engineering, Inc.	
Client Reference Number	CSJ: 0047-04-026; Contract No. 7806	
Highest and Best Use		
As If Vacant	Commercial	
Property Rights Appraised	Fee Simple Estate	
Date of Report	December 27, 2018	
Date of Inspection	December 6, 2018	
Estimated Exposure Time	6 - 12 Months	
Estimated Marketing Time	6 - 12 Months	
Land Area	2.1516 AC	93,724 SF
Parcel 201	0.0074 AC	322 SF
Fee Area Remaining	2.1442 AC	93,401 SF
Zoning	C-1	

CONCLUDED MARKET VALUE		
Whole Property	$539,244	
Part to be Acquired		$2,188
Remainder Before Consideration of Damages	$537,056	
Remainder After Consideration of Damages	$537,056	
Net Damages or Enhancements		$0
Net Cost to Cure		$586
Total Compensation		**$2,774**

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

An extraordinary assumption is defined as "an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions."

A hypothetical condition is defined as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis." [1]

[1] The Appraisal Foundation, *USPAP, 2018-2019*

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Texas Department of Transportation
Form ROW-N-14
(Rev. 11/20)

DEED

TxDOT ROW CSJ: 0047-04-026

TxDOT Parcel ID: P201 / P00002662

Grantor(s), whether one or more:
City of Anna

Grantor's Mailing Address (including county):
City of Anna
PO Box 779
Anna, TX 75409-0776
Collin County

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):
Texas Department of Transportation
125 E. 11 Street
Austin, Texas 78701
Travis County

Consideration:

The sum of **Two Thousand Seven Hundred and Seventy-Four and no/100 Dollars ($2,774.00)** to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Collin County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Collin County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit:

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR:
City of Anna

_____

_____

Corporate Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____
by _____, _____
of _____
, a _____, on behalf of said entity. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

AFTER RECORDING, RETURN TO:
Alamo Title Company
2900 S. Hulen Street, STE 30
Fort Worth, TX 76109

Exhibit "A"

County: Collin
Highway: State Highway 5
STA. 395+09.77 to STA. 395+57.20
R.O.W. CSJ: 0047-04-026

REV. October 24, 2018

Description for Parcel 201

BEING a 0.0074 acre parcel of land, situated in the Henry Brantley Survey, Abstract Num71, City of Anna, Collin County, Texas, and being part of a tract of land conveyed by deed to Joiner Construction Co., and recorded in Volume 2250, Page 244, 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 a 1 1/2 inch iron pipe, (controlling monument) (CM), found in the northeast corner of a tract of land conveyed to Jonic Investments, LLC., recorded in Instrument No. 20131001001367560, O.P.R.C.C.T., and being in the south right of way line of West 5th Street (called 80 foot right of way) same being in the west line of South Riggins Street (variable width right of way) from which a 1/2 inch iron rod (CM) found bears S 89° 12' 15" E, a distance of 234.88 feet for the northeast corner of a tract of land conveyed to the City of Anna as recorded in Instrument No. 20160929001311580, O.P.R.C.C.T. and being in the south line of West 5th Street;

THENCE S 00° 38' 01" W, departing said West 5th Street and along the west right of way of said South Riggings Street, a distance of 580.00 feet to the southeast corner of said Joiner Construction Co. tract and being in the north line of West 7th Street (called 80 foot right of way);

THENCE N 89° 12' 34" W, departing said South Riggins Street and along the common north right of way line of West 7th Street and the south line of said Joiner Construction Co. tract a distance of 596.32 feet to a set 5/8 inch iron rod with pink cap stamped "TXDOT SURVEY MARKER, RIGHT OF WAY MONUMENT"** (hereafter referred to as TxDOT Monument) at the **POINT OF BEGINNING** on the new easterly right of way line of State Highway 5 (variable width right of way), and being 72.66 feet right of Station 395+09.77, and having N.A.D. 83 (2011 Adjustment) Texas State Plane, North Central Zone (4202) surface coordinate of Northing 7,179,447.99 and Easting 2,563,930.30;

1. **THENCE** N 89° 12' 34" W, continuing along said common line, a distance of 21.02 feet to a Angle Iron found (CM) for the southeast corner of said Joiner Construction tract and being in the existing right of way of State Highway 5(variable width right of way) recorded in Volume 297, Page 632, Deed Records, Collin County, Texas (D.R.C.C.T.);

2. **THENCE** N 03° 12' 48" E, departing said common line and along the common east line of said existing easterly right of way of State Highway 5, and the west line of said Joiner Construction tract, a distance of 47.61 feet to a set TxDOT Monument** for corner and being in the new easterly right of way of State Highway 5 and being 54.49 feet right of station 395+57.20;

3. **THENCE** S 01° 26' 26" E, departing said existing westerly right of way of State Highway 5 and along the new easterly right of way line of State Highway 5 a distance of 20.68 feet to a set TxDOT Monument** for corner;

County: Collin
Highway: State Highway 5
STA. 395+09.77 to STA. 395+57.20
R.O.W. CSJ: 0047-04-026

Description for Parcel 201

4. **THENCE** S 33° 17' 21" E, along the new easterly right of way line of State Highway 5 a distance of 32.49 feet to the **POINT OF BEGINNING** and containing 323 square feet or 0.0074 acres of land.

Basis of Bearings is the Texas State Plane Coordinate System, North American Datum 1983 (2011 Adjustment), Position (Epoch 2010), North Central Zone (4202).

All coordinates shown are surface unless otherwise noted and may be converted to grid by dividing by the TxDOT combined scale factor of 1.000152710.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right of Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

This property description is accompanied by a separate plat of even date.

I, Harry L. Dickens, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.

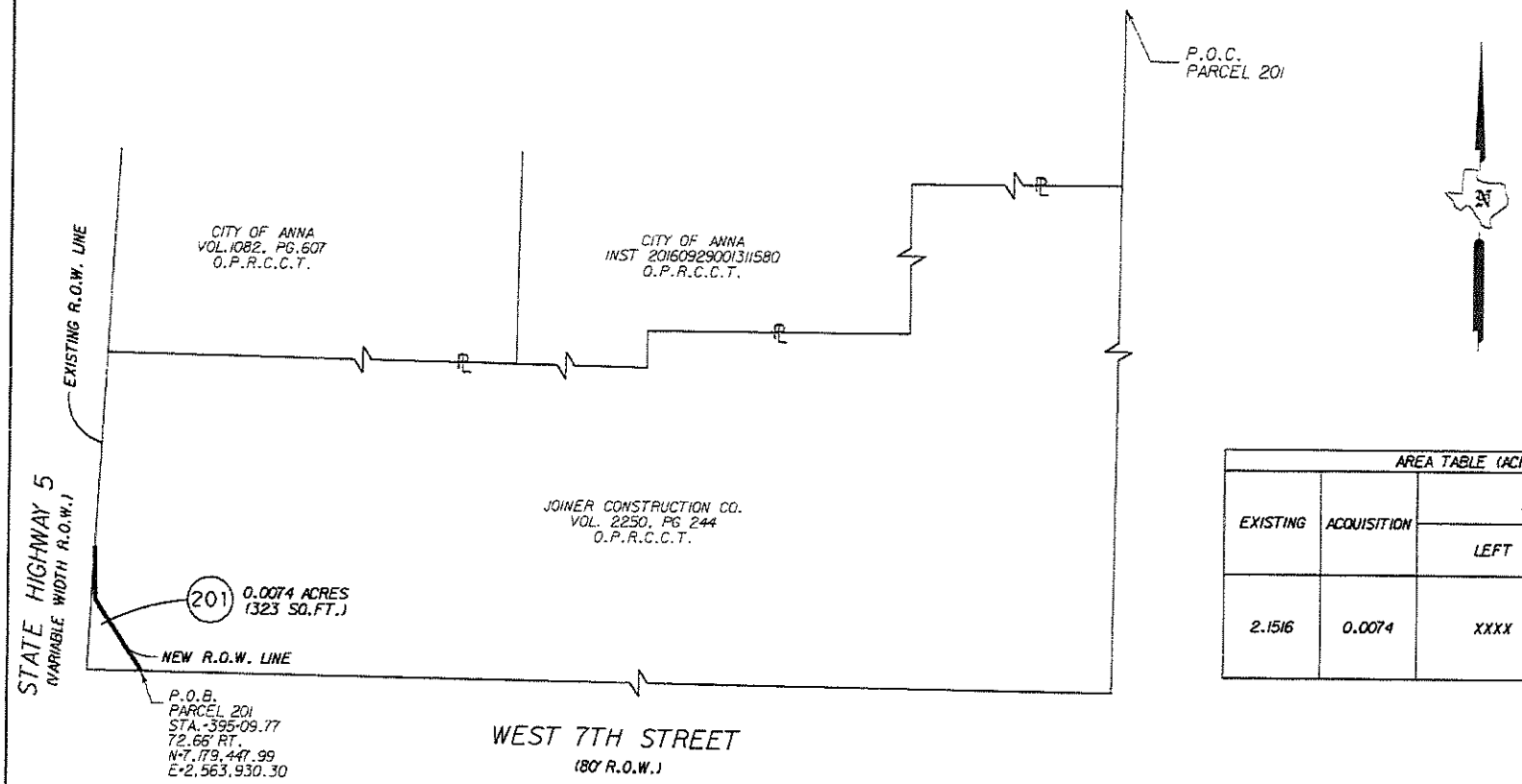
Harry L. Dickens 10-24-18

Harry L. Dickens, R.P.L.S. Date
Texas Registration No. 5939

Lina T. Ramey & Associates, Inc.
3320 Belt Line Road
Farmers Branch, Texas 75234
Ph. 214-979-1144
TBPLS FIRM NO. 10140700

STATE OF TEXAS
REGISTERED
HARRY L. DICKENS
5939
PROFESSIONAL
LAND SURVEYOR

PARENT TRACT INSERT
N.T.S.



AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
2.1516	0.0074	XXXX	2.1442

LEGEND

EXISTING ROW	
PROPERTY LINE	PL
PROPOSED ROW	
SURVEY LINE	℄
PROPOSED ACCESS DENIAL LINE	
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED TXDOT SURVEY MARKER, RIGHT OF WAY MONUMENT (UNLESS NOTED OTHERWISE)	■
SET 5/8" IRON ROD WITH TXDOT ALUMINUM CAP STAMPED "AD"	◪
FOUND (AS NOTED)	□
SET 5/8" IRON ROD WITH CAP STAMPED "LTRA" (UNLESS NOTED OTHERWISE)	⊙
CONTROLLING MONUMENT	CM

D.R.C.C.T. DEED RECORDS OF COLLIN COUNTY TEXAS
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY TEXAS
P.R.C.C.T. PLAT RECORDS OF COLLIN COUNTY TEXAS

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, EPOCH 2010. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.000152710.

** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

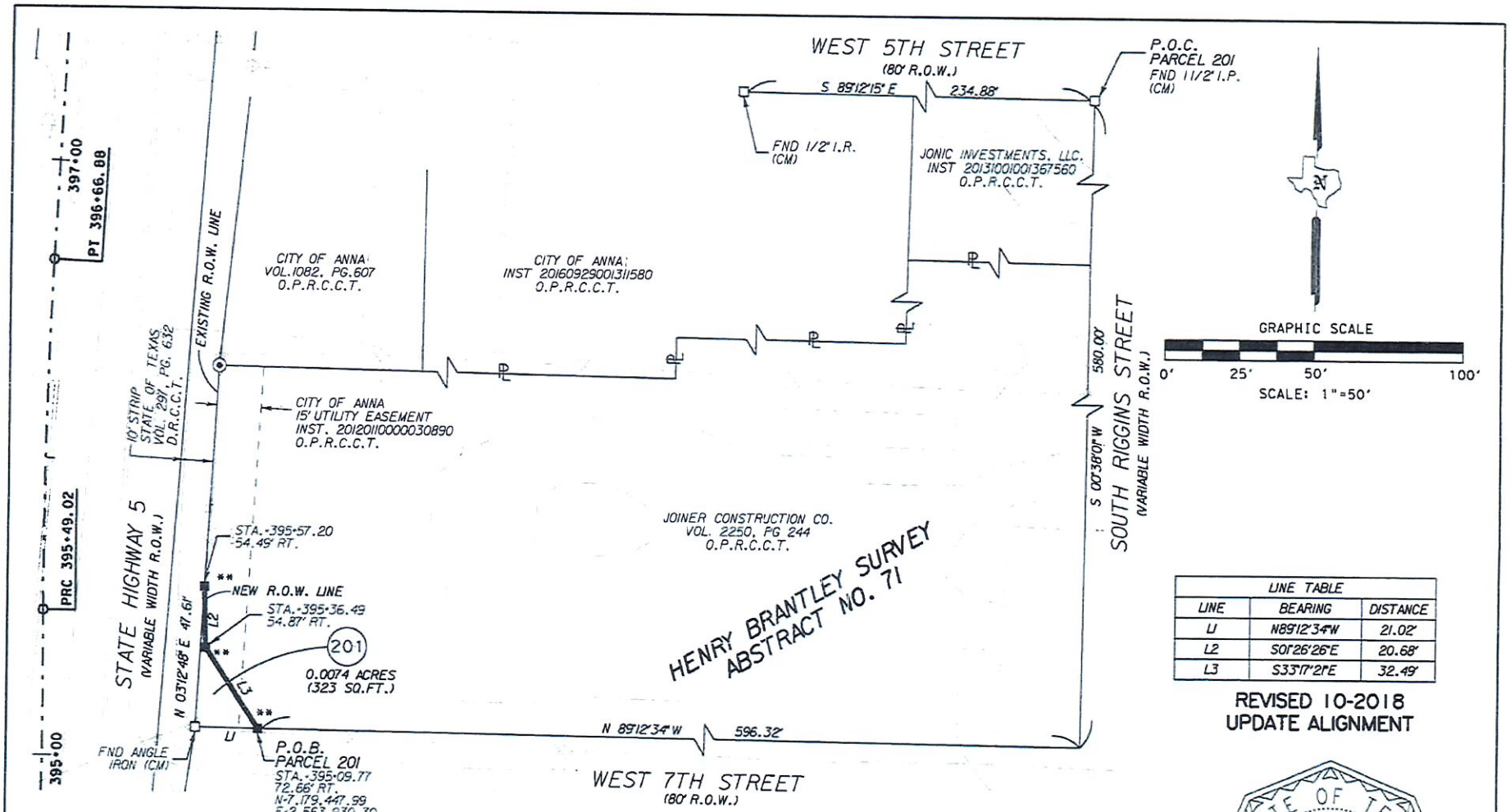
A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

A PLAT OF A SURVEY OF
PARCEL 201
FOR STATE HIGHWAY 5
RIGHT OF WAY CSJ: 0047-04-026
A 323 SQ. FT. (0.0074 AC.)
TRACT OF LAND
IN THE HENRY BRANTLEY SURVEY
ABSTRACT NUMBER 71
COLLIN COUNTY, TEXAS
(REV. OCTOBER 24, 2018)

EXHIBIT "A"

10/26/2018

O:_136 TxDOT DALLAS 18-7IDP1010\07 SH-5 ROW Updates\DGN\PARCELS\FINAL 098 SH 5\PARCEL 201_1.dgn



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°12'34"W	21.02'
L2	S01°26'26"E	20.68'
L3	S33°17'21"E	32.49'

REVISED 10-2018
UPDATE ALIGNMENT

LEGEND

EXISTING ROW	
PROPERTY LINE	PL
PROPOSED ROW	
SURVEY LINE	℄
PROPOSED ACCESS DENIAL LINE	
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED TXDOT SURVEY MARKER, RIGHT OF WAY MONUMENT (UNLESS NOTED OTHERWISE)	■
SET 5/8" IRON ROD WITH TXDOT ALUMINUM CAP STAMPED "AD"	◪
FOUND (AS NOTED)	□
SET 5/8" IRON ROD WITH CAP STAMPED "LTRA" (UNLESS NOTED OTHERWISE)	⊙
CONTROLLING MONUMENT	CM

D.R.C.C.T. DEED RECORDS OF COLLIN COUNTY TEXAS
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY TEXAS
P.R.C.C.T. PLAT RECORDS OF COLLIN COUNTY TEXAS

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, EPOCH 2010. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.000152710.

** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

A PLAT OF A SURVEY OF PARCEL 201 FOR STATE HIGHWAY 5 RIGHT OF WAY CSJ: 0047-04-026 A 323 SQ. FT. (0.0074 AC.) TRACT OF LAND IN THE HENRY BRANTLEY SURVEY ABSTRACT NUMBER 71 COLLIN COUNTY, TEXAS (REV. OCTOBER 24, 2018)

EXHIBIT "A"
Page 4 of 4

STATE OF TEXAS
REGISTERED
HARRY L. DICKENS
5939
PROFESSIONAL
LAND SURVEYOR

Harry L. Dickens 10-24-18

Harry L. Dickens, R.P.L.S. Date
Texas Registration No. 5939

LTRA
LINA T. RAMEY & ASSOCIATES, INC.
3320 Belt Line Road
Farmers Branch, Texas 75234
214.979.1144
TBPLS FIRM NO. 10140700

10/26/2018

O:_136 TxDOT DALLAS 18-7IDP1010\07 SH-5 ROW Updates\DGN\PARCELS\FINAL 098 SH 5\PARCEL 201_2.cgn

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION

STATE OF TEXAS	§	ROW CSJ: 0047-04-026
	§	Parcel ID: P201 / P00002662
COUNTY OF COLLIN	§	Project No.: N/A

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between the State of Texas, acting by and through the Texas Department of Transportation (the "State") , and City of Anna (the "Grantor" whether one or more), grants to the State, its contractors, agents and all others deemed necessary by the State, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of State Highway No. 5 (the "Highway Construction Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the State of Texas the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. This Agreement will extend to the State, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future, and all others deemed necessary by the State for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the State will tender to the Grantor the sum of 0.00 Dollars ($0.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 0% percent of the State's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the State's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the State has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the State, the Grantor will promptly refund the overpayment to the State.

3. As additional consideration, the State will tender to the Grantor the sum of **Three Thousand and no/100 Dollars ($3,000.00)**, the receipt and sufficiency of which is acknowledged. The parties agree that the sum tendered under this Paragraph 3:

   (i) is independent consideration for the possession and use of Grantor's Property and represents no part of the State's compensation to be paid for the anticipated purchase of the Property; and
   (ii) will not be refunded to the State upon any acquisition of the Property by the State.

4. The effective date of this Agreement will be the date on which payment pursuant to Paragraphs 2 and 3 above was tendered to the Grantor by the State, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

5. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

6. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the State in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.

7. This Agreement is made with the understanding that the State will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the State, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The State's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

8. In the event the State institutes or has instituted eminent domain proceedings, the State will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.

9. The purpose of this Agreement is to allow the State to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the State's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Highway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that

acquisition of the Property is not necessary for the public use.

10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder.

11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the State takes possession under this agreement.

12. Notwithstanding the acquisition of right of possession to the Property by the State in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the State acquires title to the Property either by negotiation, settlement, or final court judgment.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

14. It is agreed the State will record this document.

15. Other conditions: None.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

By: _____

Printed Name: _____

Title: _____
(City of Anna)

Date: _____

By: _____

Printed Name: _____

Title: _____
(if GRANTOR is an entity other than an individual person)

Date: _____

Corporate Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____by

_____, _____

of _____, a _____

corporation, on behalf of said corporation. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

_____
Notary Public's Signature

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Right of Way Manager

Date: _____

Exhibit "A"

County: Collin
Highway: State Highway 5
STA. 395+09.77 to STA. 395+57.20
R.O.W. CSJ: 0047-04-026

REV. October 24, 2018

Description for Parcel 201

BEING a 0.0074 acre parcel of land, situated in the Henry Brantley Survey, Abstract Num71, City of Anna, Collin County, Texas, and being part of a tract of land conveyed by deed to Joiner Construction Co., and recorded in Volume 2250, Page 244, 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 a 1 1/2 inch iron pipe, (controlling monument) (CM), found in the northeast corner of a tract of land conveyed to Jonic Investments, LLC., recorded in Instrument No. 20131001001367560, O.P.R.C.C.T., and being in the south right of way line of West 5th Street (called 80 foot right of way) same being in the west line of South Riggins Street (variable width right of way) from which a 1/2 inch iron rod (CM) found bears S 89° 12' 15" E, a distance of 234.88 feet for the northeast corner of a tract of land conveyed to the City of Anna as recorded in Instrument No. 20160929001311580, O.P.R.C.C.T. and being in the south line of West 5th Street;

THENCE S 00° 38' 01" W, departing said West 5th Street and along the west right of way of said South Riggings Street, a distance of 580.00 feet to the southeast corner of said Joiner Construction Co. tract and being in the north line of West 7th Street (called 80 foot right of way);

THENCE N 89° 12' 34" W, departing said South Riggins Street and along the common north right of way line of West 7th Street and the south line of said Joiner Construction Co. tract a distance of 596.32 feet to a set 5/8 inch iron rod with pink cap stamped "TXDOT SURVEY MARKER, RIGHT OF WAY MONUMENT"** (hereafter referred to as TxDOT Monument) at the **POINT OF BEGINNING** on the new easterly right of way line of State Highway 5 (variable width right of way), and being 72.66 feet right of Station 395+09.77, and having N.A.D. 83 (2011 Adjustment) Texas State Plane, North Central Zone (4202) surface coordinate of Northing 7,179,447.99 and Easting 2,563,930.30;

1. **THENCE** N 89° 12' 34" W, continuing along said common line, a distance of 21.02 feet to a Angle Iron found (CM) for the southeast corner of said Joiner Construction tract and being in the existing right of way of State Highway 5(variable width right of way) recorded in Volume 297, Page 632, Deed Records, Collin County, Texas (D.R.C.C.T.);

2. **THENCE** N 03° 12' 48" E, departing said common line and along the common east line of said existing easterly right of way of State Highway 5, and the west line of said Joiner Construction tract, a distance of 47.61 feet to a set TxDOT Monument** for corner and being in the new easterly right of way of State Highway 5 and being 54.49 feet right of station 395+57.20;

3. **THENCE** S 01° 26' 26" E, departing said existing westerly right of way of State Highway 5 and along the new easterly right of way line of State Highway 5 a distance of 20.68 feet to a set TxDOT Monument** for corner;

County: Collin
Highway: State Highway 5
STA. 395+09.77 to STA. 395+57.20
R.O.W. CSJ: 0047-04-026

Description for Parcel 201

4. **THENCE** S 33° 17' 21" E, along the new easterly right of way line of State Highway 5 a distance of 32.49 feet to the **POINT OF BEGINNING** and containing 323 square feet or 0.0074 acres of land.

Basis of Bearings is the Texas State Plane Coordinate System, North American Datum 1983 (2011 Adjustment), Position (Epoch 2010), North Central Zone (4202).

All coordinates shown are surface unless otherwise noted and may be converted to grid by dividing by the TxDOT combined scale factor of 1.000152710.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right of Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

This property description is accompanied by a separate plat of even date.

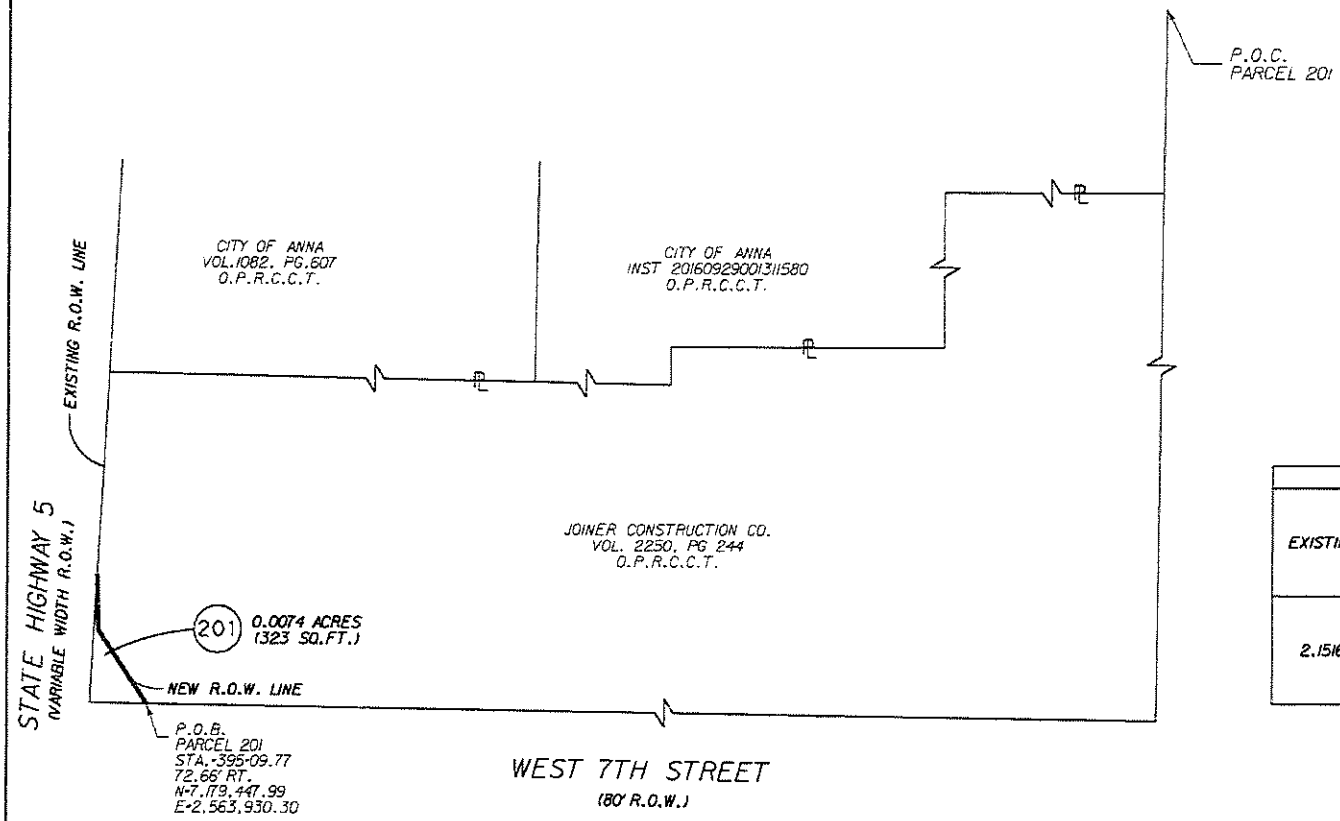
I, Harry L. Dickens, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that the land description and plat represent an actual survey made on the ground under my supervision.

Harry L. Dickens 10-24-18

Harry L. Dickens, R.P.L.S. Date
Texas Registration No. 5939

Lina T. Ramey & Associates, Inc.
3320 Belt Line Road
Farmers Branch, Texas 75234
Ph. 214-979-1144
TBPLS FIRM NO. 10140700

PARENT TRACT INSERT
N.T.S.



AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
2.1516	0.0074	XXXX	2.1442

LEGEND

EXISTING ROW	
PROPERTY LINE	℄
PROPOSED ROW	
SURVEY LINE	
PROPOSED ACCESS DENIAL LINE	
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED TXDOT SURVEY MARKER, RIGHT OF WAY MONUMENT (UNLESS NOTED OTHERWISE)	■
SET 5/8" IRON ROD WITH TXDOT ALUMINUM CAP STAMPED "AD"	◪
FOUND (AS NOTED)	□
SET 5/8" IRON ROD WITH CAP STAMPED "LTRA" (UNLESS NOTED OTHERWISE)	◉
CONTROLLING MONUMENT	CM

D.R.C.C.T. DEED RECORDS OF COLLIN COUNTY TEXAS
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY TEXAS
P.R.C.C.T. PLAT RECORDS OF COLLIN COUNTY TEXAS

NOTES:

ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 1983) 2011 ADJUSTMENT, EPOCH 2010. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.000152710.

** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

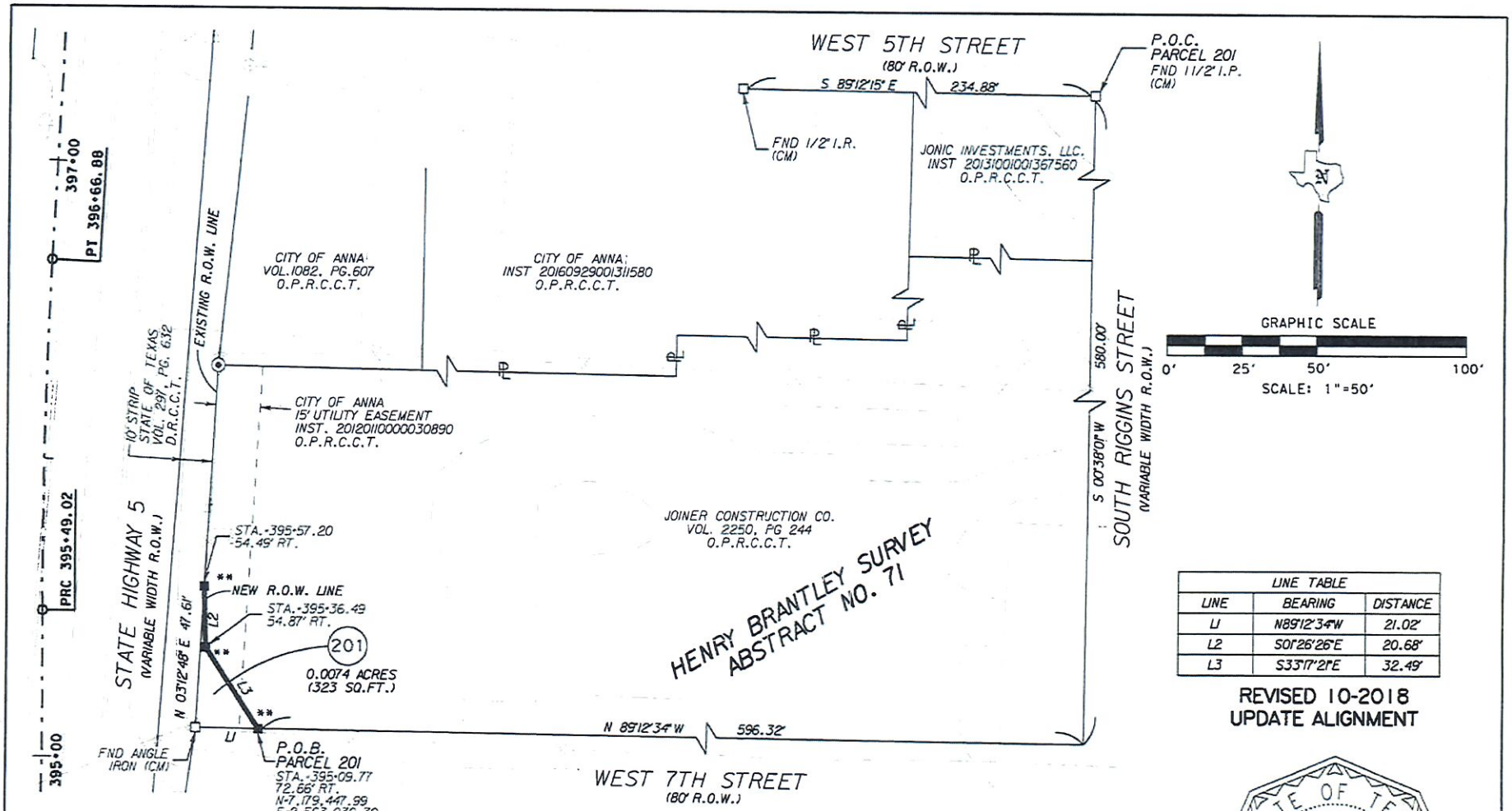
A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

A PLAT OF A SURVEY OF
PARCEL 201
FOR STATE HIGHWAY 5
RIGHT OF WAY CSJ: 0047-04-026
A 323 SQ. FT. (0.0074 AC.)
TRACT OF LAND
IN THE HENRY BRANTLEY SURVEY
ABSTRACT NUMBER 71
COLLIN COUNTY, TEXAS
(REV. OCTOBER 24, 2018)

EXHIBIT "A"

10/26/2018

O:_136 TxDOT DALLAS 18-7IDP1010\07 SH-5 ROW Updates\DGN\PARCELS\FINAL 098 SH 5\PARCEL 201_1.dgn



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°12'34"W	21.02'
L2	S01°26'26"E	20.68'
L3	S33°17'21"E	32.49'

REVISED 10-2018
UPDATE ALIGNMENT

LEGEND

EXISTING ROW	
PROPERTY LINE	PL
PROPOSED ROW	
SURVEY LINE	
PROPOSED ACCESS DENIAL LINE	
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED TXDOT SURVEY MARKER, RIGHT OF WAY MONUMENT (UNLESS NOTED OTHERWISE)	■
SET 5/8" IRON ROD WITH TXDOT ALUMINUM CAP STAMPED "AD"	◪
FOUND (AS NOTED)	□
SET 5/8" IRON ROD WITH CAP STAMPED "LTRA" (UNLESS NOTED OTHERWISE)	⊙
CONTROLLING MONUMENT	CM

D.R.C.C.T. DEED RECORDS OF COLLIN COUNTY TEXAS
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY TEXAS
P.R.C.C.T. PLAT RECORDS OF COLLIN COUNTY TEXAS

NOTES:

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** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

A PLAT OF A SURVEY OF PARCEL 201 FOR STATE HIGHWAY 5 RIGHT OF WAY CSJ: 0047-04-026 A 323 SQ. FT. (0.0074 AC.) TRACT OF LAND IN THE HENRY BRANTLEY SURVEY ABSTRACT NUMBER 71 COLLIN COUNTY, TEXAS (REV. OCTOBER 24, 2018)

EXHIBIT "A"
Page 4 of 4

STATE OF TEXAS
REGISTERED
HARRY L. DICKENS
5939
PROFESSIONAL
LAND SURVEYOR

Harry L. Dickens 10-24-18
Harry L. Dickens, R.P.L.S. Date
Texas Registration No. 5939

LTRA
LINA T. RAMEY & ASSOCIATES, INC.
3320 Belt Line Road
Farmers Branch, Texas 75234
214.978.1144
TBPLS FIRM NO. 10140700

10/26/2018

O:_136 TxDOT DALLAS 18-7IDP1010\07 SH-5 ROW Updates\DGN\PARCELS\FINAL 098 SH 5\PARCEL 201_2.dgn

Form ROW-A-RA
(Rev. 06/11)

ACKNOWLEDGMENT OF RECEIPT OF APPRAISAL REPORT

County: Collin	District: Dallas
Federal Project No.: N/A	Parcel ID: P201 / P00002662
ROW CSJ No.: 0047-04-026	Highway: SH 5

I, _____ hereby acknowledge receipt on _____ of a copy of an appraisal report prepared by T. J. Smith dated December 27, 2018 related to the above parcel. I acknowledge that this appraisal report is subject to the copyright laws of the United States and that any republication or redisclosure is prohibited without the express written consent of the Texas Department of Transportation.

_____ _____
Signature of Owner(s) Date

_____ _____
Signature of Owner(s) Date

ACKNOWLEDGMENT OF RECEIPT OF LANDOWNER'S BILL OF RIGHTS

County: Collin

District: Dallas

Federal Project No.: N/A

Parcel ID: P201 / P00002662

ROW CSJ No.: 0047-04-026

Highway: SH 5

I, _____ hereby acknowledge receipt on

_____ of a copy of the State of Texas Landowner's Bill of Rights dated August 2020.

_____ _____

Signature of Owner(s) Date

_____ _____

Signature of Owner(s) Date

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS FOR THE SALE OF REAL PROPERTY TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE WIDENING OF STATE HIGHWAY 5 IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation is seeking to acquire public right-of-way needed for the widening of State Highway 5 in Anna, Texas; and,

WHEREAS, the Texas Department of Transportation is seeking to purchase a 0.0074 acre tract of land from the City of Anna located at the southwest corner of the Municipal Complex, said 0.0074 acre tract being also identified as Parcel 201 as shown in Exhibit "A" attached hereto; and,

WHEREAS, the 0.0074 Acre tract of land is not essential to the activities, procedures, and actions at the Municipal Complex of the City of Anna, Texas; and,

WHEREAS, the City of Anna will receive fair market value compensation from the Texas Department of Transportation in an amount not less than $2,774.00; and,

WHEREAS, the widening of State Highway 5 is essential to the growth and development of the City of Anna, Texas; and,

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

Section 1. **Recitals Incorporated**

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

Section 2. **Authorization of Sale of Real Property.**

That the City Council of the City of Anna authorizes the City Manager to execute the necessary documents and agreements for the sale of the 0.0074 acre tract of land as shown in Exhibit "A" attached.

That all documents shall be reviewed and approved by the City Attorney prior to execution.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ___ day of July 2021.

ATTEST:

_____

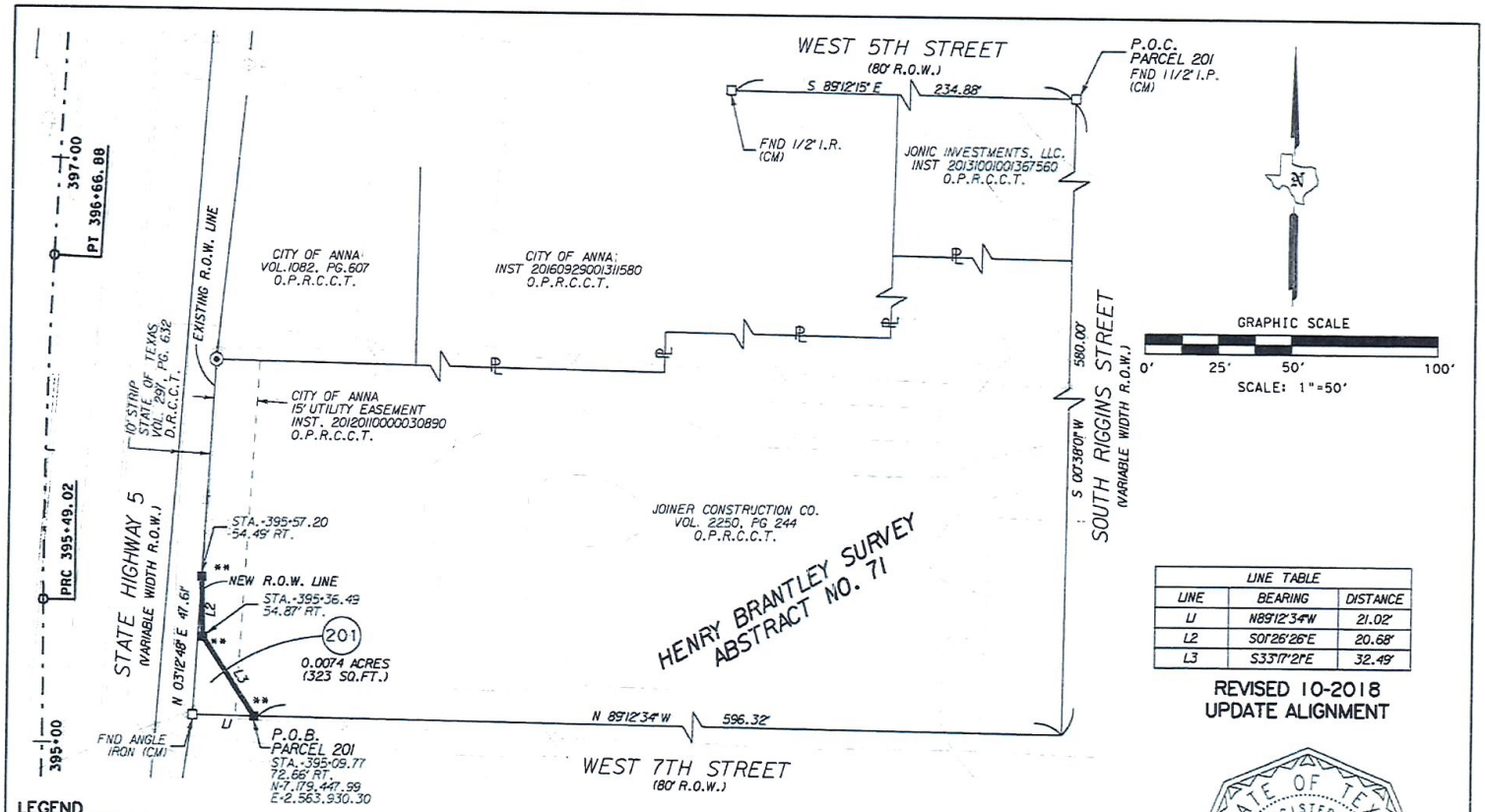
City Secretary, Carrie Land

APPROVED:

_____

Mayor, Nate Pike

Exhibit “A”
(following page)



LINE TABLE		
LINE	BEARING	DISTANCE
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L3	S33°17'21"E	32.49'

REVISED 10-2018
UPDATE ALIGNMENT

LEGEND

EXISTING ROW	
PROPERTY LINE	PL
PROPOSED ROW	
SURVEY LINE	℄
PROPOSED ACCESS DENIAL LINE	
POINT OF COMMENCING	P.O.C.
POINT OF BEGINNING	P.O.B.
SET 5/8" IRON ROD WITH PINK PLASTIC CAP STAMPED TXDOT SURVEY MARKER, RIGHT OF WAY MONUMENT (UNLESS NOTED OTHERWISE)	■
SET 5/8" IRON ROD WITH TXDOT ALUMINUM CAP STAMPED "AD"	◪
FOUND (AS NOTED)	□
SET 5/8" IRON ROD WITH CAP STAMPED "LTRA" (UNLESS NOTED OTHERWISE)	⊙
CONTROLLING MONUMENT	CM

D.R.C.C.T. DEED RECORDS OF COLLIN COUNTY TEXAS
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY TEXAS
P.R.C.C.T. PLAT RECORDS OF COLLIN COUNTY TEXAS

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A PLAT OF A SURVEY OF PARCEL 201 FOR STATE HIGHWAY 5 RIGHT OF WAY CSJ: 0047-04-026 A 323 SQ. FT. (0.0074 AC.) TRACT OF LAND IN THE HENRY BRANTLEY SURVEY ABSTRACT NUMBER 71 COLLIN COUNTY, TEXAS (REV. OCTOBER 24, 2018)

EXHIBIT "A"
Page 4 of 4

STATE OF TEXAS
REGISTERED
HARRY L. DICKENS
5939
PROFESSIONAL
LAND SURVEYOR

Harry L. Dickens 10-24-18

Harry L. Dickens, R.P.L.S. Date
Texas Registration No. 5939

LTRA
LINA T. RAMEY & ASSOCIATES, INC.
3320 Belt Line Road
Farmers Branch, Texas 75234
214.978.1144
TBPLS FIRM NO. 10140700

10/26/2018

O:_136 TxDOT DALLAS 18-7IDP1010\07 SH-5 ROW Updates\DGN\PARCELS\FINAL 098 SH 5\PARCEL 201_2.cgn

Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Ross Altobelli

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

SUMMARY:
Two residences and accessory buildings on one lot on 3.6± acres, located on the south side of W Foster Crossing, 327± feet west of Yucca Street. Located within the extraterritorial jurisdiction (ETJ).

The Planning & Zoning Commission recommended approval.

FINANCIAL IMPACT:
N/A

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

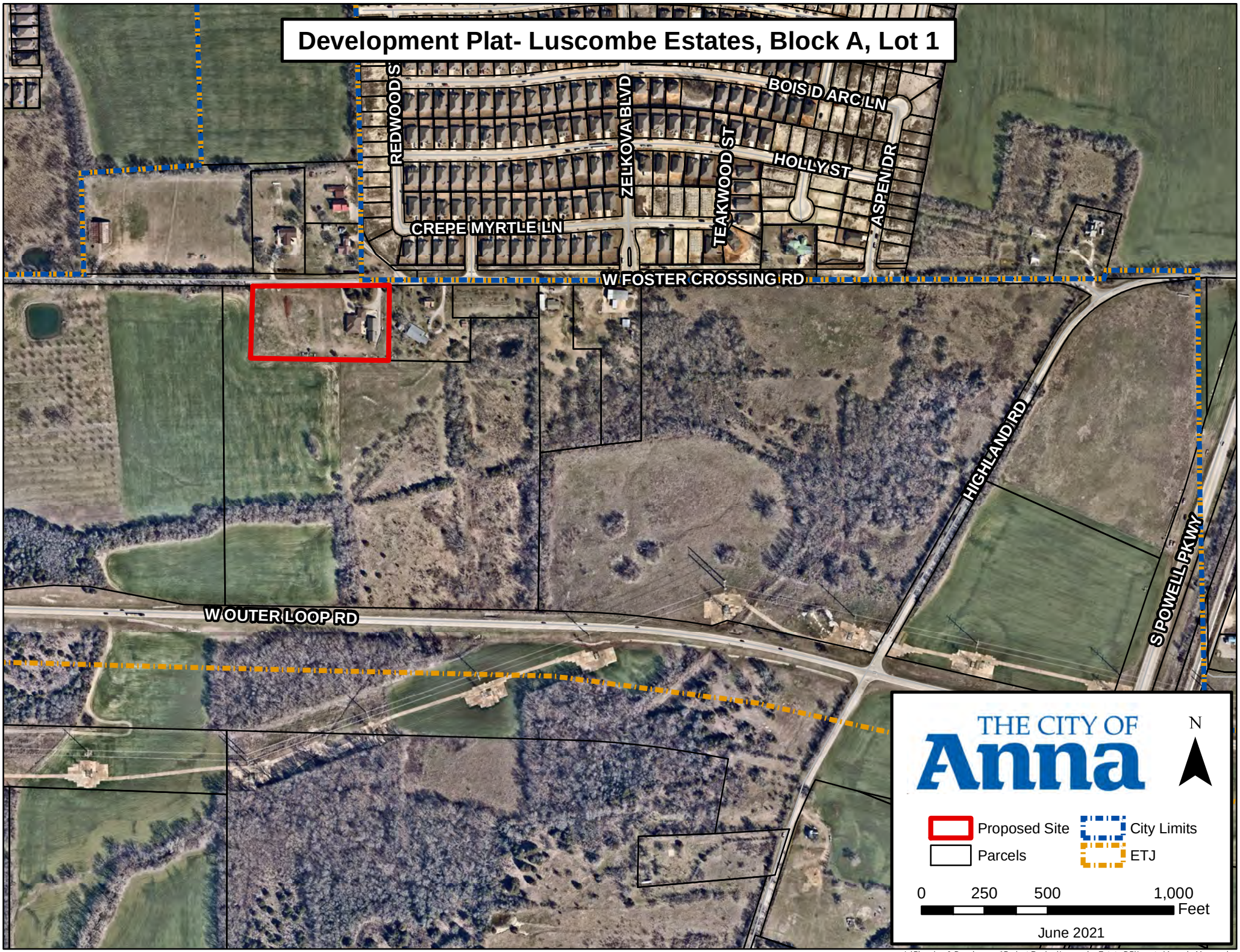
STAFF RECOMMENDATION:
Recommended for approval.

ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (DP) Luscombe Estates DP BL A Lt 1
3. Exhibit A (DP) Luscombe Estates BL A Lt 1 stamped

APPROVALS:

Lauren Mecke, Planner II	Created/Initiated - 7/7/2021
Ross Altobelli, Director of Development Services	Approved - 7/9/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

Development Plat- Luscombe Estates, Block A, Lot 1



L:\Planning & Development\Project Review\Luscombe Estate DP\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

WHEREAS, James Jr & Robyn Luscombe, has submitted an application for the approval of the Luscombe Estates, Block A, Lot 1, Development Plat.

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

Recitals Incorporated

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

Approval of Development Plat.

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

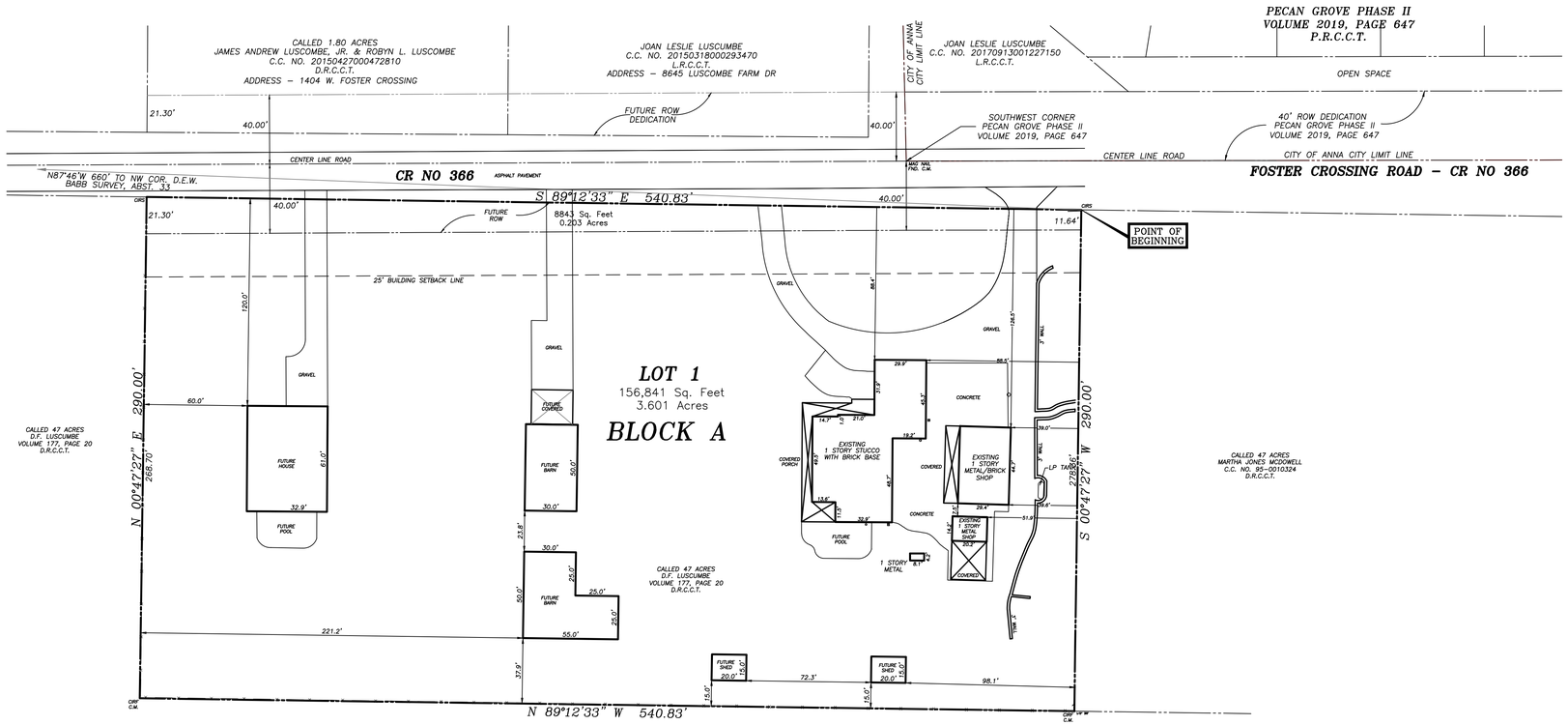
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 13th day of July 2021.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

EXHIBIT A



LEGAL DESCRIPTION

BEING a tract of land situated in the D.E.W. Babb Survey, Abstract No. 33. City of Anna ETJ, Collin County, Texas, and being all of a 3.60 acre tract conveyed to James Andrew Luscombe, JR. & Robyn L. Luscombe as recorded in Instrument No. 20101129001294960, Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

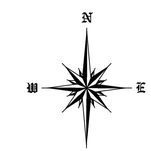
BEGINNING at a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner in the south line of West Foster Crossing Road (County Road No. 366), said 1/2" iron rod being at the northeast corner of said 3.60 acre tract;

THENCE S 00°47'27" W a distance of 290.00' to a 1/2" iron rod found for corner;

THENCE N 89°12'33" W a distance of 540.83' to a 1/2" iron rod found for corner;

THENCE N 00°47'27" E a distance of 290.00' to a 1/2" iron rod with yellow plastic cap stamped "4613" set for corner in the south line of West Foster Crossing Road;

THENCE S 89°12'33" E a distance of 540.83' to the POINT OF BEGINNING and containing 156,841 Square Feet or 3.601 Acres of land.



NORTH
SCALE 1"= 40'

0 40 80

LEGEND

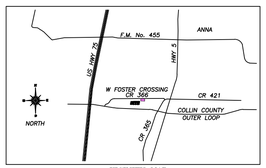
C.M. = CONTROLLING MONUMENT
CIRF = CAPPED 1/2" IRON ROD FOUND STAMPED (PREMIER)
CIRS = CAPPED 1/2" IRON ROD SET STAMPED (4613)
IRF = IRON ROD FOUND

CERTIFICATE OF APPROVAL

Approved this ____ day of _____, 2021, by the City Council of the City of Anna Texas

_____ Mayor

_____ City Secretary



VICINITY MAP
NOT TO SCALE

GENERAL NOTES;

1. The surveyor has not abstracted subject property.
2. This survey is subject to all easements of record.
3. Copyright 2021, Surdukan Surveying, Inc.
4. The survey is being provided solely for the use of the current parties and that no licenses has been created, express or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within 3 months of the date of this survey.
5. The basis of bearings, horizontal position are derived from Texas WDS RTK Network, Texas State Plane Coordinates System, Nad83, North Central Zone, Nad 83 (CORS96) Epoch 2002.0.
7. Existing water service to this site is provided by North Collin Water Supply Co.
8. Sanitary Sewer is an existing system on site.
9. Existing electric is provided by Grayson–Collin Electric Company.
10. Solid waste will be provided through a private solid waste company.
11. Selling any portion of this addition by metes and bounds is a violation of City Ordinance and State laws, and is subject to fines and withholding of utilities and building permits.

SURVEYOR'S CERTIFICATE

The survey shown hereon is a true representation of the property as determined by a survey made on the ground and under my personal supervision. All visible improvements are as shown. There are no visible encroachments, conflicts, or protrusions, except as shown. This survey conforms to the Texas Board of Professional Land Surveyors' Minimum Standards of Practice, as adopted by the Board effective September 1, 2017. The property is subject to all easements of record.

David J. Surdukan R.P.L.S. No. 4613

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

APPROVED
JULY 13, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JULY 6, 2021
P&Z COMMISSION
CITY OF ANNA

DEVELOPMENT PLAT
LUSCOMBE ESTATES
BLOCK A, LOT 1
BEING 3.601 ACRES OUT OF THE D.E.W. BABB SURVEY
ABSTRACT NO. 33
CITY OF ANNA ETJ
COLLIN COUNTY, TEXAS

OWNER
JAMES ANDREW LUSCOMBE, JR. & ROBYN L. LUSCOMBE
1303 W FOSTER CROSSING ROAD
ANNA, TEXAS 75409
(214) 458–4107

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

SCALE 1" = 40' DATE: JUNE 8, 2021 JOB No. 20214–55

Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the West Crossing, Phase 12, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
75 single-family dwelling, detached lots and 2 common area lots on 18.6± acres located at the southeast intersection of Rosamond Parkway and West Crossing Boulevard. Zoned: Planned Development-Single-Family Residence-60 (PD-SF-60 Ord. No. 133-2004).

The purpose for the final plat is to dedicate right-of-way, lot and block boundaries, and easements necessary for the completion of the single-family subdivision.

The Planning & Zoning Commission recommended for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

FINANCIAL IMPACT:
N/A

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

STAFF RECOMMENDATION:
Recommended for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:
1. Agenda Map
2. RESOLUTION (FP) West Crossing PH 12
3. Exhibit A (FP) West Crossing, Ph 12

APPROVALS:
Lauren Mecke, Planner II Created/Initiated - 7/7/2021

Ross Altobelli, Director of Development Services	Approved - 7/9/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

Final Plat- West Crossing Phase 12

L:\Planning & Development\Project Review\West Crossing, Phase 12\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A FINAL PLAT OF WEST CROSSING, PHASE 12.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Jim Douglas has submitted an application for the approval of the Final Plat of West Crossing, Phase 12;

WHEREAS, The West Crossing, Phase 12, Final Plat generally conforms to the approved West Crossing, Phase 8, 10, & 12, Preliminary Plat;

WHEREAS, The West Crossing, Phase 12, 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

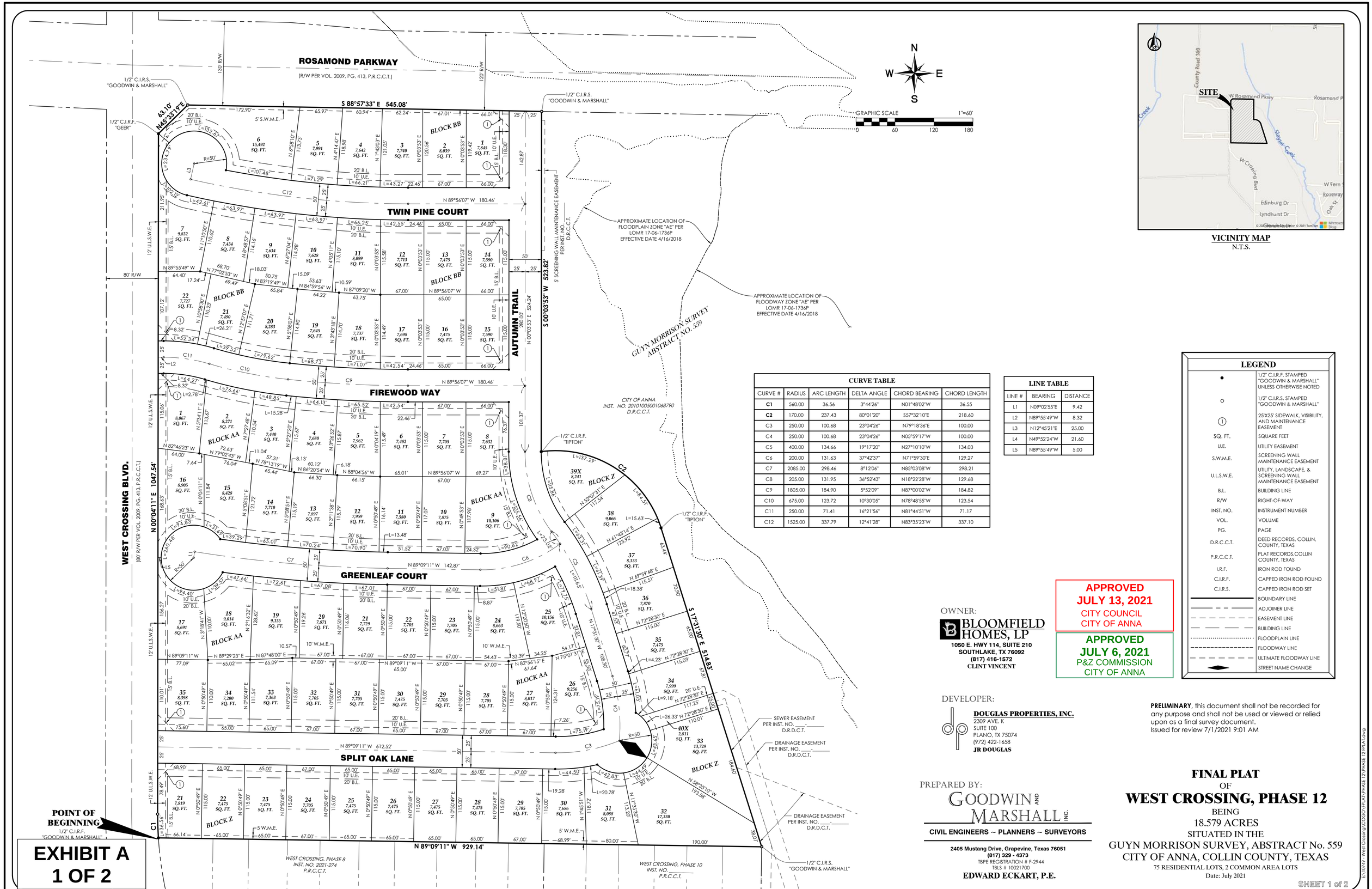
The City Council hereby approves the Final Plat of West Crossing, Phase 12 attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of July, 2021.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike



VICINITY MAP
N.T.S.

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	560.00	36.56	3°44'26"	N01°48'02"W	36.55
C2	170.00	237.43	80°01'20"	S57°32'10"E	218.60
C3	250.00	100.68	23°04'26"	N79°18'36"E	100.00
C4	250.00	100.68	23°04'26"	N05°59'17"W	100.00
C5	400.00	134.66	19°17'20"	N27°10'10"W	134.03
C6	200.00	131.63	37°42'37"	N71°59'30"E	129.27
C7	2085.00	298.46	8°12'06"	N85°03'08"W	298.21
C8	205.00	131.95	36°52'43"	N18°22'28"W	129.68
C9	1805.00	184.90	5°52'09"	N87°00'02"W	184.82
C10	675.00	123.72	10°30'05"	N78°48'55"W	123.54
C11	250.00	71.41	16°21'56"	N81°44'51"W	71.17
C12	1525.00	337.79	12°41'28"	N83°35'23"W	337.10

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N09°02'55"E	9.42
L2	N89°55'49"W	8.32
L3	N12°45'21"E	25.00
L4	N49°52'24"W	21.60
L5	N89°55'49"W	5.00

LEGEND

●	1/2" C.I.R.F. STAMPED "GOODWIN & MARSHALL" UNLESS OTHERWISE NOTED
○	1/2" C.I.R.S. STAMPED "GOODWIN & MARSHALL"
①	25'X25' SIDEWALK, VISIBILITY, AND MAINTENANCE EASEMENT
SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
S.W.M.E.	SCREENING WALL MAINTENANCE EASEMENT
U.L.S.W.E.	UTILITY, LANDSCAPE, & SCREENING WALL MAINTENANCE EASEMENT
B.L.	BUILDING LINE
R/W	RIGHT-OF-WAY
INST. NO.	INSTRUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS
I.R.F.	IRON ROD FOUND
C.I.R.F.	CAPPED IRON ROD FOUND
C.I.R.S.	CAPPED IRON ROD SET
	BOUNDARY LINE
	ADJOINER LINE
	EASEMENT LINE
	BUILDING LINE
	FLOODPLAIN LINE
	FLOODWAY LINE
	ULTIMATE FLOODWAY LINE
	STREET NAME CHANGE

APPROVED
JULY 13, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JULY 6, 2021
P&Z COMMISSION
CITY OF ANNA

OWNER:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572
CLINT VINCENT

DEVELOPER:
DOUGLAS PROPERTIES, INC.
2309 AVE. K
SUITE 100
PLANO, TX 75074
(972) 422-1658
JR DOUGLAS

PREPARED BY:
GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373
TBPE REGISTRATION # F-2944
TBLS # 10021700
EDWARD ECKART, P.E.

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Issued for review 7/1/2021 9:01 AM

FINAL PLAT
OF
WEST CROSSING, PHASE 12
BEING
18.579 ACRES
SITUATED IN THE
GUYN MORRISON SURVEY, ABSTRACT No. 559
CITY OF ANNA, COLLIN COUNTY, TEXAS
75 RESIDENTIAL LOTS, 2 COMMON AREA LOTS
Date: July 2021

EXHIBIT A
1 OF 2

SHEET 1 of 2

E:\10149 - West Crossing\COGO\FPLAT\PHASE 12\PHASE 12 FPLAT.dwg

OWNER'S CERTIFICATION

STATE OF TEXAS)
)SS.
COUNTY OF COLLIN)

WHEREAS, BLOOMFIELD HOMES, L.P., as owner of that certain lot, tract, or parcel of land, situated in a portion of the Guyn Morrison Survey, Abstract No. 559, City of Anna, Collin County, Texas, being part of that certain called 85.196 acre tract described as Tract B in a deed from Dechomai Asset Trust to Bloomfield Homes, L.P. recorded in Instrument No. 20131227001685590 of the Deed Records of Collin County, Texas (DRCCT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" capped iron rod found stamped "GOODWIN & MARSHALL", hereinafter referred to as 1/2" capped iron rod found, for the Northwest corner of West Crossing Phase 8 as recorded in Instrument No. 2021-274 of the Plat Records of Collin County, Texas (PRCCT), and being in the West line of said 85.196 acre tract, and being in the East right-of-way line of West Crossing Boulevard, being 80' wide right-of-way, recorded in Volume 2009, Page 413 (PRCCT), said point being a Point of Curvature of a circular curve to the right, having a radius of 560.00 feet, a central angle of 03 deg. 44 min. 26 sec., and being subtended by a chord which bears North 01 deg. 48 min. 02 sec. West - 36.55 feet;

THENCE in a northerly direction along said curve to the right, the East right-of-way line of said West Crossing Boulevard, and the West line of said 85.196 acre tract, a distance of 36.56 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" hereinafter referred to as 1/2" capped iron rod set;

THENCE North 00 deg. 04 min. 11 sec. East, tangent to said curve, a distance of 1,047.54 feet to a 1/2" capped iron rod found stamped "GEER" at the beginning of a corner clip at the intersection of the East right-of-way line of said West Crossing Boulevard and the South right-of-way line of Rosamond Parkway;

THENCE North 45 deg. 33 min. 19 sec. East, along said corner clip, a distance of 63.10 feet to a 1/2" capped iron rod set in the North line of said 85.196 acre tract and the South right-of-way line of Rosamond Parkway;

THENCE South 88 deg. 57 min. 33 sec. East, along said North line and South right-of-way line, a distance of 545.08 feet to a 1/2" capped iron rod set for the Northeast corner of said 85.196 acre tract;

THENCE South 00 deg. 03 min. 53 sec. West, departing said South right-of-way line, and along the East line of the said 85.196 acre tract, a distance of 523.82 feet to a 1/2" capped iron rod found stamped "TIPTON" for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 170.00 feet, a central angle of 80 deg. 01 min. 20 sec., and being subtended by a chord which bears South 57 deg. 32 min. 10 sec. East - 218.60 feet;

THENCE in a southeasterly direction along said curve to the right, and said East line, a distance of 237.43 feet to a 1/2" capped iron rod found stamped "TIPTON";

THENCE South 17 deg. 31 min. 30 sec. East, tangent to said curve, along said East line, a distance of 514.83 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 09 min. 11 sec. West, departing said East line, and along the North line of West Crossing Phase 10 as recorded in Instrument No._____ (PRCCT), the North line of said West Crossing Phase 8, a distance of 929.14 feet to the **POINT OF BEGINNING**, containing 809,302 square feet or 18.579 acres of land, more or less.

OWNER'S CERTIFICATION Cont...

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, BLOOMFIELD HOMES, L.P., acting herein by and through its duly authorized officer does hereby adopt this plat designating the herein above described property as WEST CROSSING PHASE 12, an addition to the city of Anna, Texas, and does hereby dedicate to the public use forever the streets and alleys shown thereon; and does hereby dedicate the easement strips shown on the plat for mutual use and accommodation of all public utilities desiring to use, or using same. No buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, over or across the easement strips on side plat. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements, or growths, which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easement strips, and any public utility company shall at all times have the right of ingress or egress to and from and upon any said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

WITNESS MY HAND THIS_____ DAY OF,_____, 20_.

BLOOMFIELD HOMES, LP.,

a TEXAS LIMITED PARTNERSHIP

By: BLOOMFIELD PROPERTIES, INC.,

a TEXAS CORPORATION, GENERAL PARTNER

BY:_____

Donald J. Dykstra, President

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Donald J. Dykstra, President of Bloomfield Properties, Inc. the General Partner of Bloomfield Homes, LP, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE
THIS_____ DAY OF,_____, 20_.

_____
Notary public, State of Texas

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, John Nicholas Rogers, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Anna, Texas.

Dated this the____day of_____, 20__.

_____
John Nicholas Rogers, R.P.L.S. #6372
Goodwin & Marshall, Inc.
2405 Mustang Drive
Grapevine, TX 76051
(817) 329-4373

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Issued for review
7/1/2021 9:01 AM

STATE OF TEXAS)
) SS
COUNTY OF TARRANT)

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

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE
this the____day of_____, 20__.

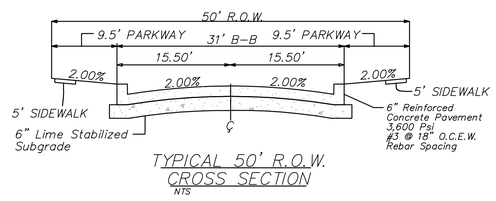
_____
Notary public, State of Texas

CERTIFICATE OF ACCEPTANCE BY THE ANNA CITY COUNCIL

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

_____
Mayor, City of Anna, Texas

_____
City Secretary, City of Anna, Texas



TYPICAL 50' R.O.W.
CROSS SECTION
NTS

LOT SUMMARY TABLE

LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
1	AA	8067	0.185
2	AA	8271	0.190
3	AA	7440	0.171
4	AA	7680	0.176
5	AA	7962	0.183
6	AA	7482	0.172
7	AA	7705	0.177
8	AA	7632	0.175
9	AA	10106	0.232
10	AA	7875	0.181
11	AA	7580	0.174
12	AA	7959	0.183
13	AA	7897	0.181
14	AA	7710	0.177
15	AA	8428	0.193
16	AA	8905	0.204
17	AA	8691	0.200
18	AA	9014	0.207
19	AA	9135	0.210
20	AA	7871	0.181
21	AA	7729	0.177
22	AA	7705	0.177
23	AA	7705	0.177
24	AA	8663	0.199
25	AA	10156	0.233
26	AA	9256	0.212
27	AA	8017	0.184
28	AA	7705	0.177
29	AA	7705	0.177
30	AA	7475	0.172
31	AA	7705	0.177
32	AA	7705	0.177
33	AA	7363	0.169
34	AA	7200	0.165
35	AA	8398	0.193

LOT SUMMARY TABLE

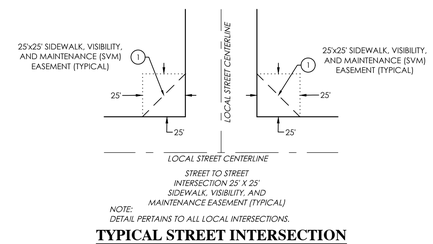
LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
1	BB	7845	0.180
2	BB	8039	0.185
3	BB	7740	0.178
4	BB	7642	0.175
5	BB	7991	0.183
6	BB	15492	0.356
7	BB	9832	0.226
8	BB	7434	0.171
9	BB	7634	0.175
10	BB	7628	0.175
11	BB	8099	0.186
12	BB	7713	0.177
13	BB	7475	0.172
14	BB	7590	0.174
15	BB	7590	0.174
16	BB	7475	0.172
17	BB	7698	0.177
18	BB	7737	0.178
19	BB	7645	0.175
20	BB	8283	0.190
21	BB	7490	0.172
22	BB	7727	0.177

LOT SUMMARY TABLE

LOT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)
21	Z	7819	0.179
22	Z	7475	0.172
23	Z	7475	0.172
24	Z	7705	0.177
25	Z	7475	0.172
26	Z	7475	0.172
27	Z	7475	0.172
28	Z	7475	0.172
29	Z	7705	0.177
30	Z	7686	0.176
31	Z	8088	0.186
32	Z	17330	0.398
33	Z	13729	0.315
34	Z	7999	0.184
35	Z	7475	0.172
36	Z	7870	0.181
37	Z	8333	0.191
38	Z	9066	0.208

NOTES

1. Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation. The combined scale factor for this is 0.99985652. This factor is to be applied to any ground coordinate or distance values in order to reduce said values to State Plane grid.
2. All property corners are set with 1/2" iron rods with yellow plastic caps stamped "Goodwin & Marshall", unless otherwise noted.
3. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
4. Right-of-way will be owned by the city of Anna. Landscape improvements within the medians, open space lots and the U.L.S.W.E. will be maintained by the HOA.
5. According to the Flood Insurance Rate Map (FIRM) panel 48085C0160J, effective June 2, 2009. This survey is located in Flood Insurance Zone (X) (non-shaded), being defined as areas outside the 0.2% annual chance floodplain.
6. Parkway improvements such as curb & gutter, pavement tie-in, drive approaches, and sidewalks may be required at time of building permit issuance via a parkway permit.
7. Lots 39X, and 40X, Block Z are private H.O.A./Developer owned and maintained common area lots.
8. The City of Anna is not responsible for the maintenance of the retaining walls so the H.O.A. will be responsible for the maintenance of the retaining walls along West Crossing Boulevard and retaining walls over 4' in height.
9. Utility, Landscape, & Screening Wall Easement to be maintained by Home Owners Association.
10. CBU to be maintained by the Home Owners Association.



STREET TO STREET INTERSECTION 25' X 25' SIDEWALK, VISIBILITY, AND MAINTENANCE EASEMENT (TYPICAL)

NOTE:
DETAIL PERTAINS TO ALL LOCAL INTERSECTIONS.

TYPICAL STREET INTERSECTION
N.T.S.

TRACT SUMMARY TABLE

TRACT#	BLOCK	AREA (Sq. Ft.)	AREA (Acres)	USAGE	MAINTENANCE RESPONSIBILITY
39X	Z	8241	0.189	LANDSCAPE, OPENSPACE, UTILITY EASEMENT	H.O.A.
40X	Z	2811	0.065	LANDSCAPE, OPENSPACE, UTILITY EASEMENT	H.O.A.

AREA SUMMARY TABLE

	SQ. FT.	ACRES
GROSS AREA	809,302	18.579
PUBLIC RIGHT-OF-WAY	178,900	4.107
NET AREA	630,401	14.472
AREA OF TRACTS	11,052	0.254
AREA OF LOTS	619,349	14.218

APPROVED
JULY 13, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JULY 6, 2021
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Issued for review 7/1/2021 9:01 AM

EXHIBIT A
2 OF 2

OWNER:
BLOOMFIELD HOMES, LP
1050 E. HWY 114, SUITE 210
SOUTHLAKE, TX 76092
(817) 416-1572
CLINT VINCENT

DEVELOPER:
DOUGLAS PROPERTIES, INC.
2309 AVE. K
SUITE 100
PLANO, TX 75074
(972) 422-1658
JR DOUGLAS

PREPARED BY:
GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373
TBPE REGISTRATION # F-2944
TBLS # 10021700
EDWARD ECKART, P.E.

FINAL PLAT
OF
WEST CROSSING, PHASE 12
BEING
18.579 ACRES
SITUATED IN THE
GUYN MORRISON SURVEY, ABSTRACT No. 559
CITY OF ANNA, COLLIN COUNTY, TEXAS
75 RESIDENTIAL LOTS, 2 COMMON AREA LOTS
Date: July 2021

E:\10749 - West Crossing\COGO\PLAT\PHASE 12\PHASE 12 FPLAT.dwg

Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Anna Crossing, Phase 8, Final Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
260 single-family dwellings, detached lots and 3 common area lots on 64.7± acres located at the northeast intersection of Finley Boulevard and Leonard Avenue. Zoned: Planned Development-Single-Family Residence-60/Single-Family Residence-72 (PD-SF-60/SF-72 Ord. No. 236-2005).

The purpose for the final plat is to dedicate right-of-way, lot and block boundaries, and easements necessary for the completion of the single-family subdivision.

The Planning & Zoning Commission recommended for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

FINANCIAL IMPACT:
N/A

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

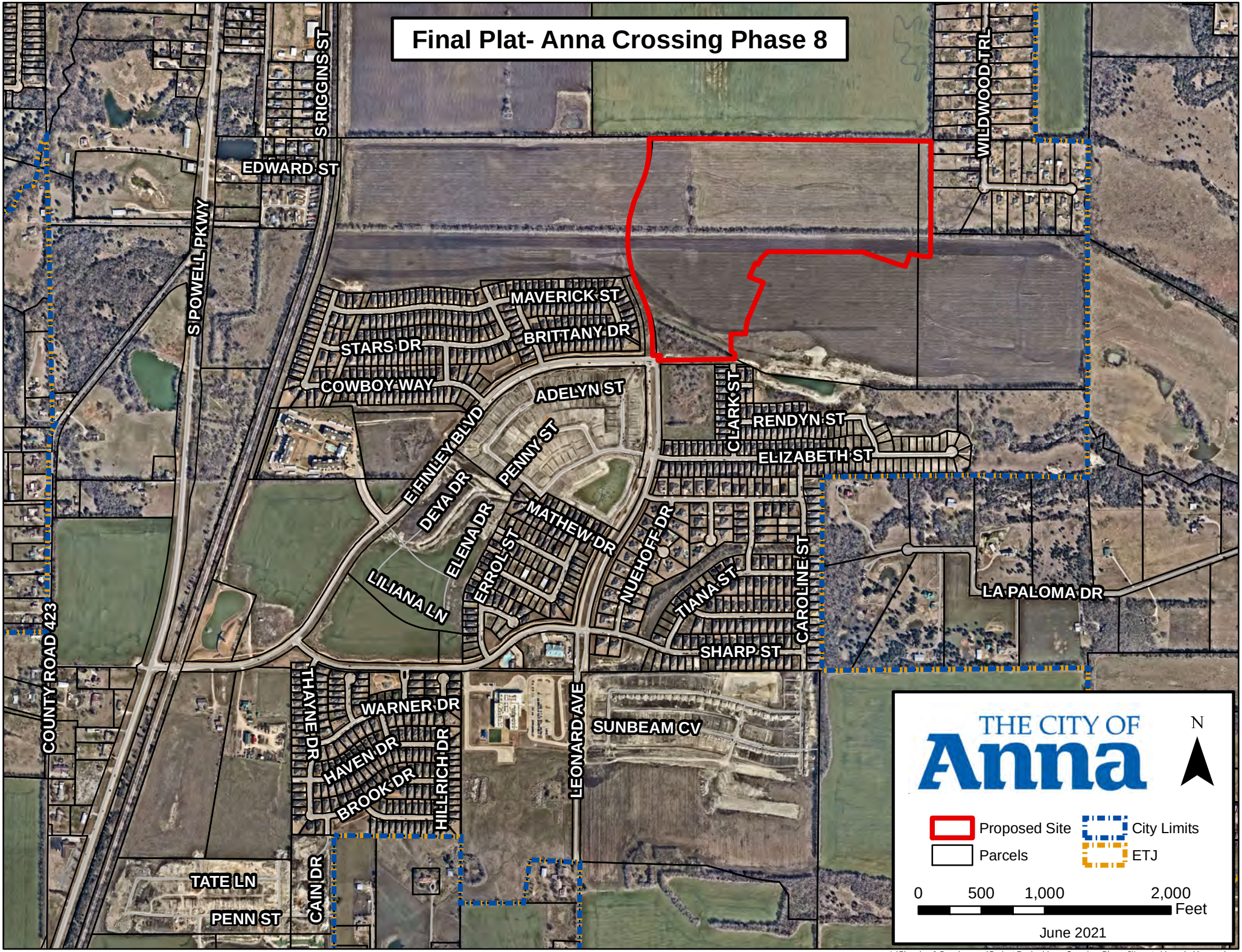
STAFF RECOMMENDATION:
Recommended for approval subject to additions and/or alterations to the engineering plans as required by the Public Works Department.

ATTACHMENTS:
1. Agenda Map
2. RESOLUTION (FP) Anna Crossing PH 8
3. Exhibit A (FP) Anna Crossing Phase 8 stamped

APPROVALS:

Lauren Mecke, Planner II	Created/Initiated - 7/7/2021
Ross Altobelli, Director of Development Services	Approved - 7/9/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

Final Plat- Anna Crossing Phase 8



L:\Planning & Development\Project Review\Anna Crossing, Phase 8\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A FINAL PLAT OF ANNA CROSSING, PHASE 8.

WHEREAS, In order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Anna Town Center No. 7/LNRD LLC has submitted an application for the approval of the Final Plat of Anna Crossing, Phase 8;

WHEREAS, The Anna Crossing, Phase 8, Final Plat generally conforms to the approved Anna Crossing, Phases 8 - 10, Preliminary Plat;

WHEREAS, The Anna Crossing, Phase 8, 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 Final Plat of Anna Crossing, Phase 8 attached hereto as Exhibit A.

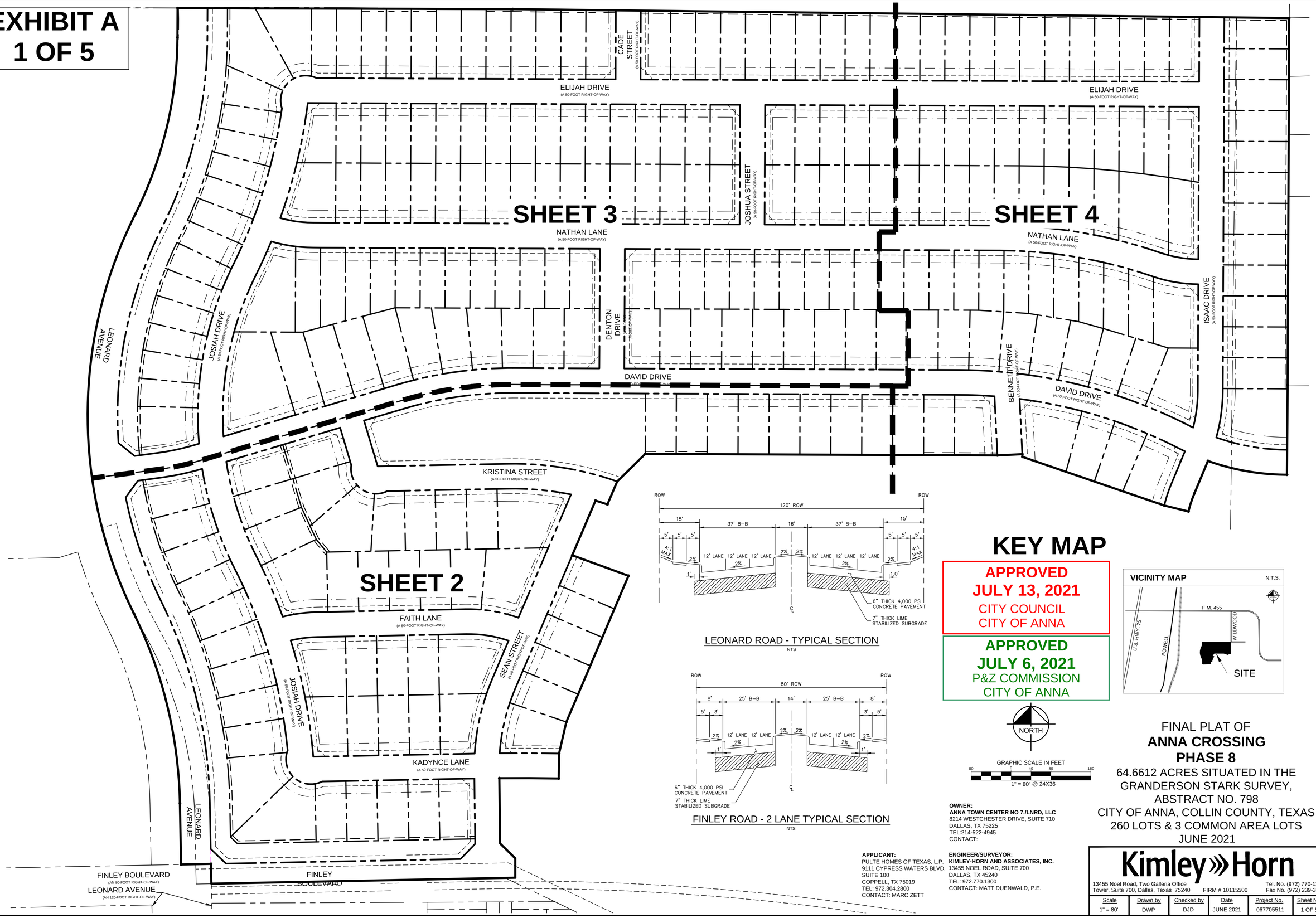
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of July, 2021.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

EXHIBIT A
1 OF 5



LEONARD ROAD - TYPICAL SECTION

NTS

FINLEY ROAD - 2 LANE TYPICAL SECTION

NTS

KEY MAP

APPROVED
JULY 13, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JULY 6, 2021
P&Z COMMISSION
CITY OF ANNA

NORTH

GRAPHIC SCALE IN FEET
80 0 40 80 160
1" = 80' @ 24X36

OWNER:
ANNA TOWN CENTER NO 7./LNRD, LLC
8214 WESTCHESTER DRIVE, SUITE 710
DALLAS, TX 75225
TEL:214-522-4945
CONTACT:

APPLICANT:
PULTE HOMES OF TEXAS, L.P.
9111 CYPRESS WATERS BLVD.
SUITE 100
COPPELL, TX 75019
TEL: 972.304.2800
CONTACT: MARC ZETT

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD, SUITE 700
DALLAS, TX 45240
TEL: 972.770.1300
CONTACT: MATT DUENWALD, P.E.

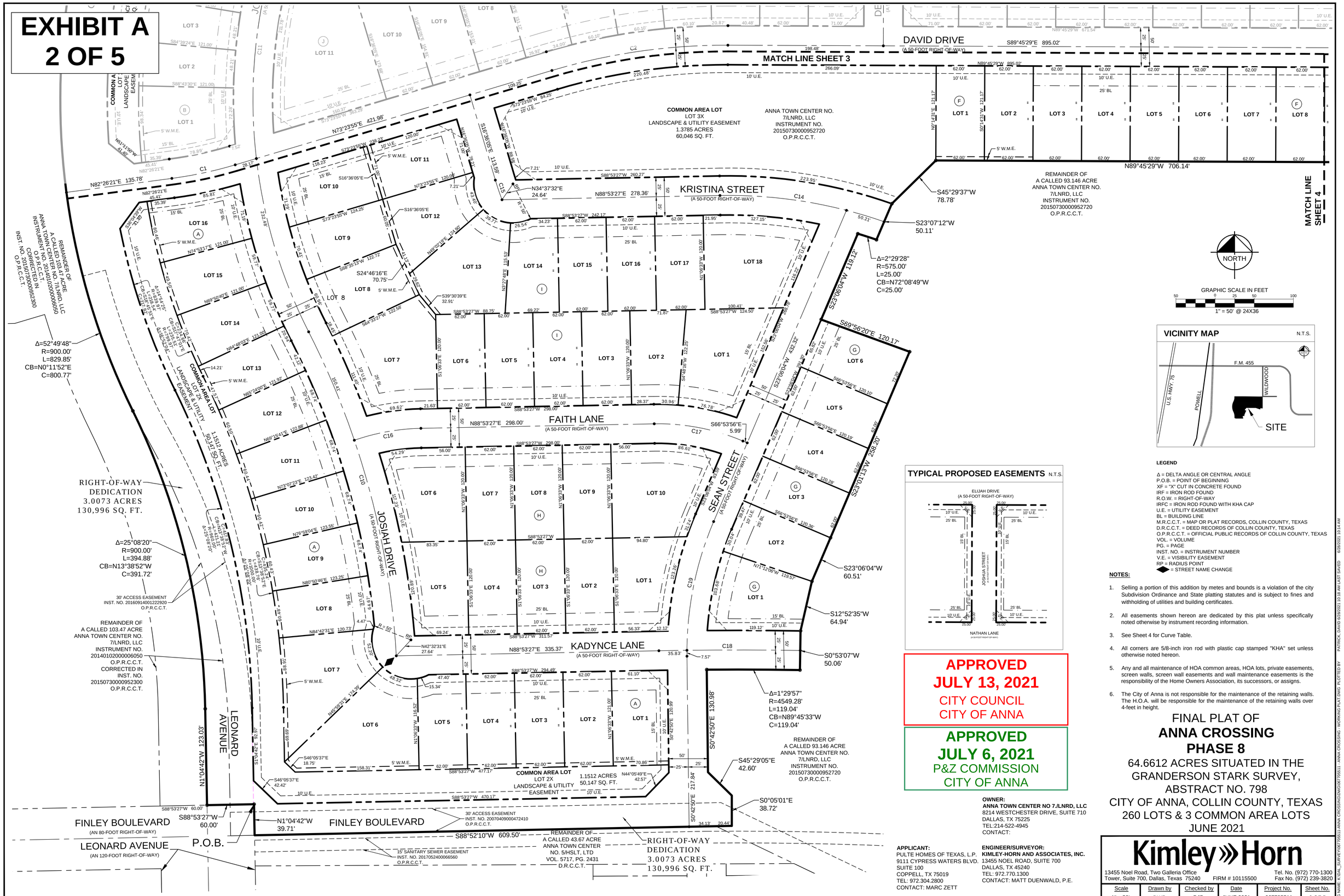
FINAL PLAT OF
ANNA CROSSING
PHASE 8
64.6612 ACRES SITUATED IN THE
GRANDERSON STARK SURVEY,
ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS
260 LOTS & 3 COMMON AREA LOTS
JUNE 2021

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 80'	DWP	DJD	JUNE 2021	067705511	1 OF 5

DWG NAME: K:\DAL_SURVEY\067705511-ANNA CROSSING\WORKING\067705511 - ANNA CROSSING - WORKING PLAT.DWG PLOTTED BY PATRICK, DAVID 6/28/2021 10:18 AM LAST SAVED 6/28/2021 10:14 AM

EXHIBIT A
2 OF 5



VICINITY MAP

N.T.S.

TYPICAL PROPOSED EASEMENTS N.T.S.

APPROVED
JULY 13, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JULY 6, 2021
P&Z COMMISSION
CITY OF ANNA

LEGEND

Δ = DELTA ANGLE OR CENTRAL ANGLE
P.O.B. = POINT OF BEGINNING
XF = "X" CUT IN CONCRETE FOUND
IRF = IRON ROD FOUND
R.O.W. = RIGHT-OF-WAY
IRFC = IRON ROD FOUND WITH KHA CAP
U.E. = UTILITY EASEMENT
BL = BUILDING LINE
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FINAL PLAT OF
ANNA CROSSING
PHASE 8

64.6612 ACRES SITUATED IN THE GRANDERSON STARK SURVEY, ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS
260 LOTS & 3 COMMON AREA LOTS
JUNE 2021

OWNER:
ANNA TOWN CENTER NO 7./LNRD, LLC
8214 WESTCHESTER DRIVE, SUITE 710
DALLAS, TX 75225
TEL:.214-522-4945
CONTACT:

APPLICANT:
PULTE HOMES OF TEXAS, L.P.
9111 CYPRESS WATERS BLVD.
SUITE 100
COPPELL, TX 75019
TEL: 972.304.2800
CONTACT: MARC ZETT

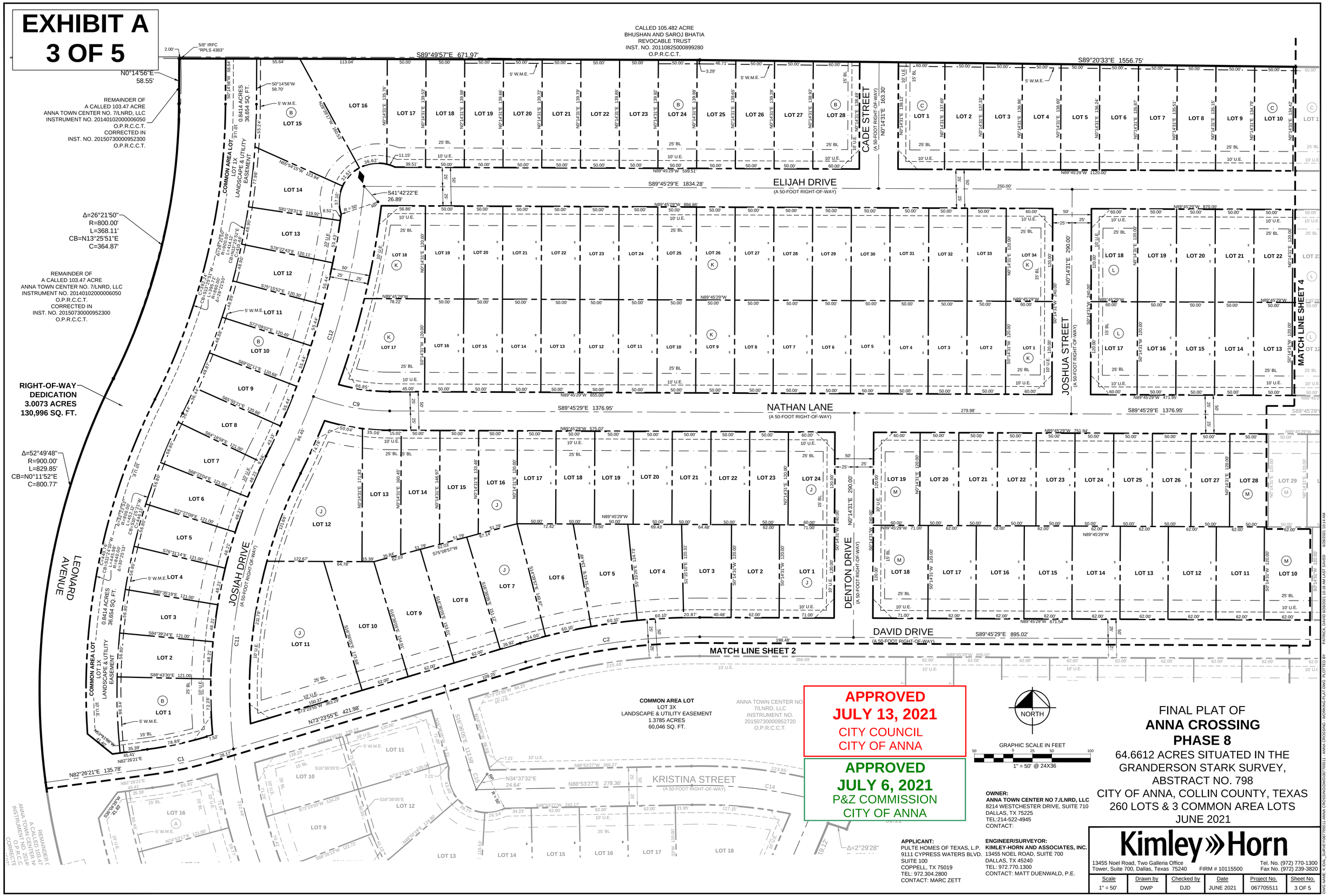
ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD, SUITE 700
DALLAS, TX 45240
TEL: 972.770.1300
CONTACT: MATT DUENWALD, P.E.

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	DWP	DJD	JUNE 2021	067705511	2 OF 5

DWG NAME: K:\DAL_SURVEY\067705511-ANNA CROSSING\DIV\DIV\067705511 - ANNA CROSSING - WORKING PLAT.DWG PLOTTED BY PATRICK, DAVID 6/28/2021 10:18 AM LAST SAVED 6/28/2021 10:14 AM

EXHIBIT A
3 OF 5



APPROVED
JULY 13, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JULY 6, 2021
P&Z COMMISSION
CITY OF ANNA

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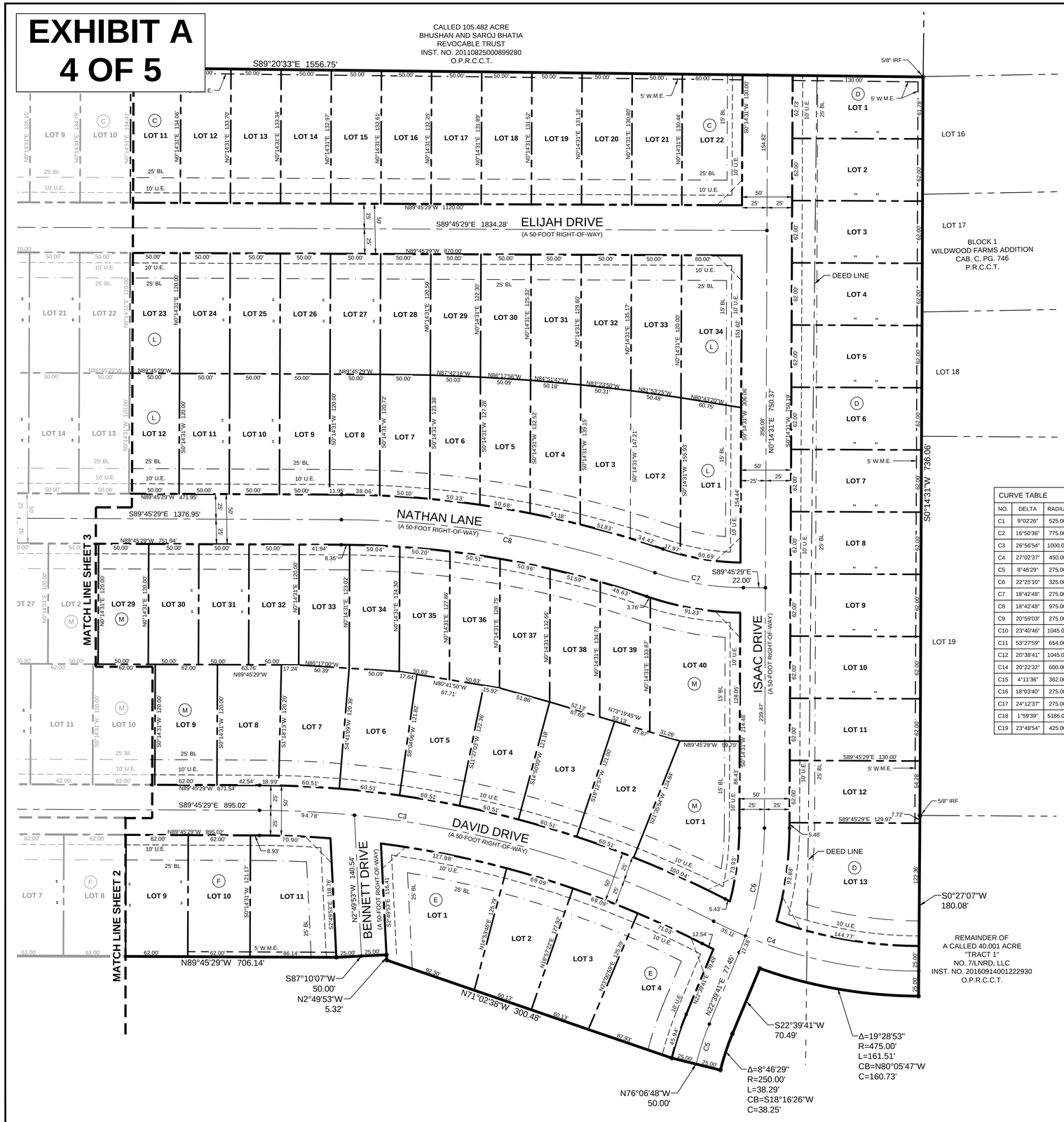
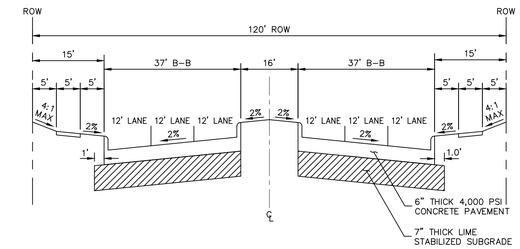
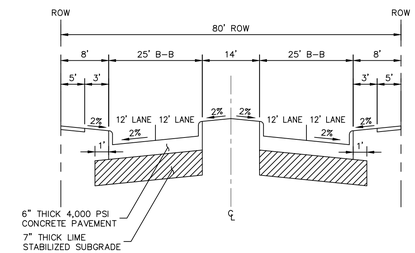




LEONARD ROAD - TYPICAL SECTION

NTS



FINLEY ROAD - 2 LANE TYPICAL SECTION

NTS

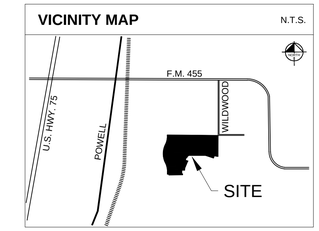
CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	9°02'26"	525.00'	82.84'	N77°55'08"E	82.75'
C2	16°50'36"	775.00'	227.83'	N81°49'13"E	227.01'
C3	26°56'54"	1000.00'	470.34'	S76°17'02"E	466.02'
C4	27°02'37"	450.00'	212.40'	S76°19'53"E	210.43'
C5	8°46'29"	275.00'	42.12'	N18°16'26"E	42.07'
C6	22°25'10"	325.00'	127.17'	N11°27'06"E	126.36'
C7	18°42'48"	275.00'	89.82'	S80°24'05"E	89.42'
C8	18°42'48"	975.00'	318.45'	S80°24'05"E	317.03'
C9	20°59'03"	275.00'	100.72'	S79°15'57"E	100.16'
C10	23°40'46"	1045.00'	431.88'	N15°07'35"W	428.82'
C11	53°27'59"	654.00'	610.29'	N00°13'59"W	588.39'
C12	20°38'41"	1045.00'	376.53'	N16°10'40"E	374.50'
C14	20°22'32"	600.00'	213.37'	N80°55'17"W	212.25'
C15	4°11'36"	362.00'	26.49'	S18°41'53"E	26.49'
C16	18°03'40"	275.00'	86.69'	N79°51'37"E	86.33'
C17	24°12'37"	275.00'	116.20'	N79°00'14"W	115.34'
C18	1°59'39"	5186.00'	180.51'	S89°53'17"W	180.50'
C19	23°48'54"	425.00'	176.65'	S11°11'37"W	175.38'

NORTH

GRAPHIC SCALE IN FEET

50 0 25 50 100

1" = 50' @ 24X36



LEGEND

Δ = DELTA ANGLE OR CENTRAL ANGLE
P.O.B. = POINT OF BEGINNING
XF = "X" CUT IN CONCRETE FOUND
IRF = IRON ROD FOUND
R.O.W. = RIGHT-OF-WAY
IRFC = IRON ROD FOUND WITH KHA CAP
U.E. = UTILITY EASEMENT
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EXHIBIT A
5 OF 5

LOT TABLE - BLK. A	
LOT NO.	SQ. FT.
1	8,624
2	7,502
3	7,502
4	7,502
5	7,463
6	14,453
7	12,906
8	7,939
9	7,972
10	7,977
11	7,957
12	7,912
13	7,574
14	7,877
15	7,877
16	8,961

LOT TABLE - BLK. B	
LOT NO.	SQ. FT.
1	10,559
2	6,353
3	6,353
4	6,353
5	6,353
6	6,353
7	6,353
8	6,182
9	6,299
10	6,290
11	6,281
12	6,271
13	6,261
14	7,160
15	13,373
16	10,277
17	6,953
18	6,978
19	6,981
20	6,984
21	6,988
22	6,991
23	6,994
24	6,997
25	6,991
26	6,973
27	6,955
28	8,322

LOT TABLE - BLK. C	
LOT NO.	SQ. FT.
1	8,274
2	6,875
3	6,857
4	6,839
5	6,821
6	6,803
7	6,785
8	6,767
9	6,748
10	6,730
11	6,712
12	6,694
13	6,676
14	6,658
15	6,640
16	6,621
17	6,603
18	6,585
19	6,567
20	6,549
21	6,531
22	7,813

LOT TABLE - BLK. D	
1	SQ. FT.
2	8,093
3	8,060
4	8,060
5	8,060
6	8,060
7	8,060
8	8,060
9	8,060
10	8,060
11	8,060
12	8,060
13	8,060
14	15,439

LOT TABLE - BLK. E	
LOT NO.	SQ. FT.
1	13,186
2	8,216
3	8,216
4	10,251

LOT TABLE - BLK. F	
LOT NO.	SQ. FT.
1	7,512
2	7,512
3	7,512
4	7,512
5	7,512
6	7,512
7	7,512
8	7,512
9	7,512
10	7,512
11	9,982

COMMON AREA LOTS		
TRACT NO.	ACRES	SQ. FT.
1X	0.841	36,654
2X	1.151	50,147
3X	1.760	76,656

LOT TABLE - BLK. G	
LOT NO.	SQ. FT.
1	10,108
2	7,817
3	7,460
4	7,454
5	7,449
6	8,285

LOT TABLE - BLK. H	
LOT NO.	SQ. FT.
1	9,449
2	7,440
3	7,440
4	7,440
5	9,018
6	11,440
7	7,440
8	7,440
9	7,440
10	14,017

LOT TABLE - BLK. I	
LOT NO.	SQ. FT.
1	13,178
2	7,895
3	7,440
4	7,440
5	7,440
6	7,440
7	14,446
8	9,250
9	8,088
10	8,656
11	8,520
12	8,884
13	11,816
14	7,638
15	7,440
16	7,440
17	7,440
18	14,657

LOT TABLE - BLK. J	
LOT NO.	SQ. FT.
1	8,520
2	7,440
3	7,552
4	7,897
5	8,389
6	9,271
7	9,634
8	9,428
9	9,546
10	10,186
11	21,997
12	15,809
13	8,352
14	7,686
15	7,011
16	6,337
17	6,000
18	6,000
19	6,000
20	6,000
21	6,000
22	6,000
23	6,000
24	7,200

LOT TABLE - BLK. K	
LOT NO.	SQ. FT.
1	7,200
2	6,000
3	6,000
4	6,000
5	6,000
6	6,000
7	6,000
8	6,000
9	6,000
10	6,000
11	6,000
12	6,000
13	6,000
14	6,000
15	6,000
16	6,000
17	11,187
18	7,964
19	6,000
20	6,000
21	6,000
22	6,000
23	6,000
24	6,000
25	6,000
26	6,000
27	6,000
28	6,000
29	6,000
30	6,000
31	6,000
32	6,000
33	6,000
34	7,200

LOT TABLE - BLK. L	
LOT NO.	SQ. FT.
1	9,385
2	7,583
3	7,147
4	6,781
5	6,484
6	6,256
7	6,092
8	6,009
9	6,000
10	6,000
11	6,000
12	6,000
13	6,000
14	6,000
15	6,000
16	6,000
17	7,200
18	7,200
19	6,000
20	6,000
21	6,000
22	6,000
23	6,000
24	6,000
25	6,000
26	6,000
27	6,000
28	6,013
29	6,070
30	6,190
31	6,373
32	6,619
33	6,931
34	8,811

LOT TABLE - BLK. M	
LOT NO.	SQ. FT.
1	11,747
2	7,861
3	7,738
4	7,829
5	7,805
6	7,781
7	7,710
8	7,519
9	7,440
10	7,440
11	7,440
12	7,440
13	7,440
14	7,440
15	7,440
16	7,440
17	7,440
18	8,520
19	7,200
20	6,000
21	6,000
22	6,000
23	6,000
24	6,000
25	6,000
26	6,000
27	6,000
28	6,000
29	6,000
30	6,000
31	6,000
32	6,000
33	6,112
34	6,194
35	6,315
36	6,427
37	6,547
38	6,697
39	6,727
40	11,800

OWNERS DEDICATION AND ACKNOWLEDGMENT §

STATE OF TEXAS §

COUNTY OF COLLIN §

We, the undersigned, owners of the land shown on this plat within the area described by metes and bounds as follows:

WHEREAS Anna Town Center No 7./LNRD, LLC, is the owner of a tract of land situated in the Granderson Stark Survey, Abstract No. 798, City of Anna, Collin County, Texas and being a portion of a called 93.146 acre tract of land described in the Special Warranty Deed to Anna Town Center No. 7/LNRD, LLC, recorded in Instrument No. 20150730000952720, Official Public Records, Collin County, Texas, and being a portion of a called 40.001 acre tract of land described as "Tract 1" in Special Warranty Deed with Vendor's Lien, to Anna Town Center No 7./LNRD, LLC, recorded in Instrument No. 20160914001222930, Official Public Records, Collin County, Texas, and a portion of a called 103.347 acre tract described in the Special Warranty Deed to Anna Town Center No 7./LNRD, LLC , recorded in Instrument No. 20140102000006050, as and corrected in Instrument No. 20150730000952300, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" set at the intersection of the north right-of-way line of Finley Boulevard (an 80-foot right-of-way) with the east right-of-way line of Leonard Drive (an 120-foot right-of-way) as shown on the plat of Anna Crossing Phase 7 an addition to the City if Anna, Texas; according to the plat thereof recorded in Instrument No. 20180907010004210, Official Public Records, Collin County, Texas;

THENCE South 88°53'27" West, with said north right-of-way line, a distance of 60.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner from which the southeast corner of an H.O.A. Lot described as Tract 15 shown on said Anna Crossing plat bears South 88°53'27" West, a distance of 60.00 feet;

THENCE over and across said 103.47 acre tract, the following courses and distances:

North 1°04'42" West, a distance of 123.03 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 25°08'20", a radius of 900.00 feet, a chord bearing and distance of North 13°38'52" West, 391.72 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 394.88 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set in the common line of said 103.47 acre tract with said 93.146 acre tract and being at the beginning of a reverse curve to the right having a central angle of 52°49'48", a radius of 900.00 feet, a chord bearing and distance of North 01°11'52" East, 800.77 feet;

THENCE in a northwesterly direction, with said common line and said curve to the right, an arc distance of 829.85 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the left having a central angle of 26°21'50", a radius of 800.00 feet, a chord bearing and distance of North 13°25'51" East, 364.87 feet;

THENCE in a northeasterly direction, with said curve to the left, an arc distance of 368.11 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE North 0°14'56" East, a distance of 58.55 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the north line of said 103.47 acre tract;

THENCE South 89°49'57" East, with said north line, passing at a distance of 2.00 feet a 5/8-inch iron rod with plastic cap stamped "RPLS 4383" found at the common north corner of said 103.47 and said 93.146 acre tract, continuing with the north line of said 93.146 acre tract a distance of 671.97 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 89°20'33" East, with said north line of said 93.146 acre tract a distance of 1556.75 feet to a 5/8-inch iron rod found at the most northerly northeast corner of said 40.001 acre tract and being in the west line of Block 1 of Wildwood Farms, an addition to the City of Anna, Texas, according to the plat thereof recorded in Cabinet C, Page 746, Plat Records, Collin County, Texas;

THENCE South 0°14'31" West, with the west line of said Block 1, a distance of 736.06 feet to a 5/8-inch iron rod found at the southwest corner of said Block 1;

THENCE over and across said 40.001 acre and said 93.146 acre tracts, the following courses and distances:

South 0°27'07" West, a distance of 180.08 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 19°28'53", a radius of 475.00 feet, a chord bearing and distance of North 80°05'47" West, 160.73 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 161.51 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 22°39'41" West, a distance of 70.49 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 8°46'29", a radius of 250.00 feet, a chord bearing and distance of South 18°16'26" West, 38.25 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 38.29 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 76°06'48" West, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 71°02'38" West, a distance of 300.48 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 2°49'53" West, a distance of 5.32 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 87°10'07" West, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

North 89°45'29" West, a distance of 706.14 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 45°29'37" West, a distance of 78.78 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 23°07'12" West, a distance of 50.11 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 2°29'28", a radius of 575.00 feet, a chord bearing and distance of North 72°08'49" West, 25.00 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 25.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 23°06'04" West, a distance of 119.12 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 69°56'20" East, a distance of 120.17 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 23°01'13" West, a distance of 258.20 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 23°06'04" West, a distance of 60.51 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 12°52'35" West, a distance of 64.94 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 0°53'07" West, a distance of 50.06 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 1°29'57", a radius of 4549.28 feet, a chord bearing and distance of North 89°45'33" West, 119.04 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 119.04 feet to a point for corner;

South 0°42'50" East, a distance of 130.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 45°29'05" East, a distance of 42.60 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 0°05'01" East, a distance of 38.72 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

South 88°52'10" West, passing at a distance of 20.44 feet the northeast corner of a called 43.67 acre tract of land described in the Special Warranty Deed with Vendor's Lien, to Anna Town Center No. 5/HSTL, LTD. Recorded in Volume 5717, Page 2431, Deed Records, Collin County, Texas, continuing with the common line of said 93.146 and aforementioned 43.67 acre tract a total distance of 609.50 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner in the east right-of-way line of said Leonard Drive;

THENCE North 1°04'42" West, with said east right-of-way line, a distance of 39.71 feet to the **POINT OF BEGINNING** and containing 64.6612 acres or 2,816,643 square feet of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT **Anna Town Center No 7./LNRD, LLC** acting herein by and through it's duly authorized officers, does hereby adopt this plat designating the hereinabove described property as **ANNA CROSSING PHASE 8**, an addition to the City of Anna, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Anna. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Anna's use thereof. The City of Anna and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Anna and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

Anna Town Center No 7./LNRD, LLC

By:_____

Name:_____

Title:_____

STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2021.

_____
Notary Public in and for the State of Texas

_____
Printed Name

SURVEYOR'S STATEMENT

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

Dated this the _____ day of _____, 2021.

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

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

STATE OF TEXAS §

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2021.

_____
Notary Public in and for the State of Texas

_____
Printed Name

APPROVED
JULY 13, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JULY 6, 2021
P&Z COMMISSION
CITY OF ANNA

APPLICANT:
PULTE HOMES OF TEXAS, L.P.
9111 CYPRESS WATERS BLVD.
SUITE 100
COPPELL, TX 75019
TEL: 972.304.2800
CONTACT: MARC ZETT

OWNER:
ANNA TOWN CENTER NO 7./LNRD, LLC
8214 WESTCHESTER DRIVE, SUITE 710
DALLAS, TX 75225
TEL:214-522-4945
CONTACT:

ENGINEER/SURVEYOR:
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD, SUITE 700
DALLAS, TX 45240
TEL: 972.770.1300
CONTACT: MATT DUENWALD, P.E.

FINAL PLAT OF
ANNA CROSSING
PHASE 8
64.6612 ACRES SITUATED IN THE
GRANDERSON STARK SURVEY,
ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS
260 LOTS & 3 COMMON AREA LOTS
JUNE 2021

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	DWP	DJD	JUNE 2021	067705511	5 OF 5

DWG NAME: K:\DAL_SURVEY\067705511-ANNA CROSSING - WORKING PLAT.DWG PLOTTED BY PATRICK, DAVID 6/28/2021 10:18 AM LAST SAVED 6/28/2021 10:14 AM

Item No. 6.j.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Approve a Resolution regarding the Meadow Vista, Phase 1B, Preliminary Plat. (Director of Development Services Ross Altobelli)

SUMMARY:
155 single-family dwelling, detached lots and 4 common area lots on 32.7± acres generally located on the north and south side of future Hackberry Drive, 541± feet west of Ferguson Parkway. Zoned: Planned Development-Restricted Commercial/Single-Family Residence-60 (PD-C-1/SF-60 Ord. No. 839-2019).

The purpose for the preliminary plat is to propose right-of-way dedication, lot and block boundaries, and easements necessary for the creation of the single-family subdivision.

The Planning & Zoning Commission recommended approval.

FINANCIAL IMPACT:
N/A

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

STAFF RECOMMENDATION:
Recommended for approval.

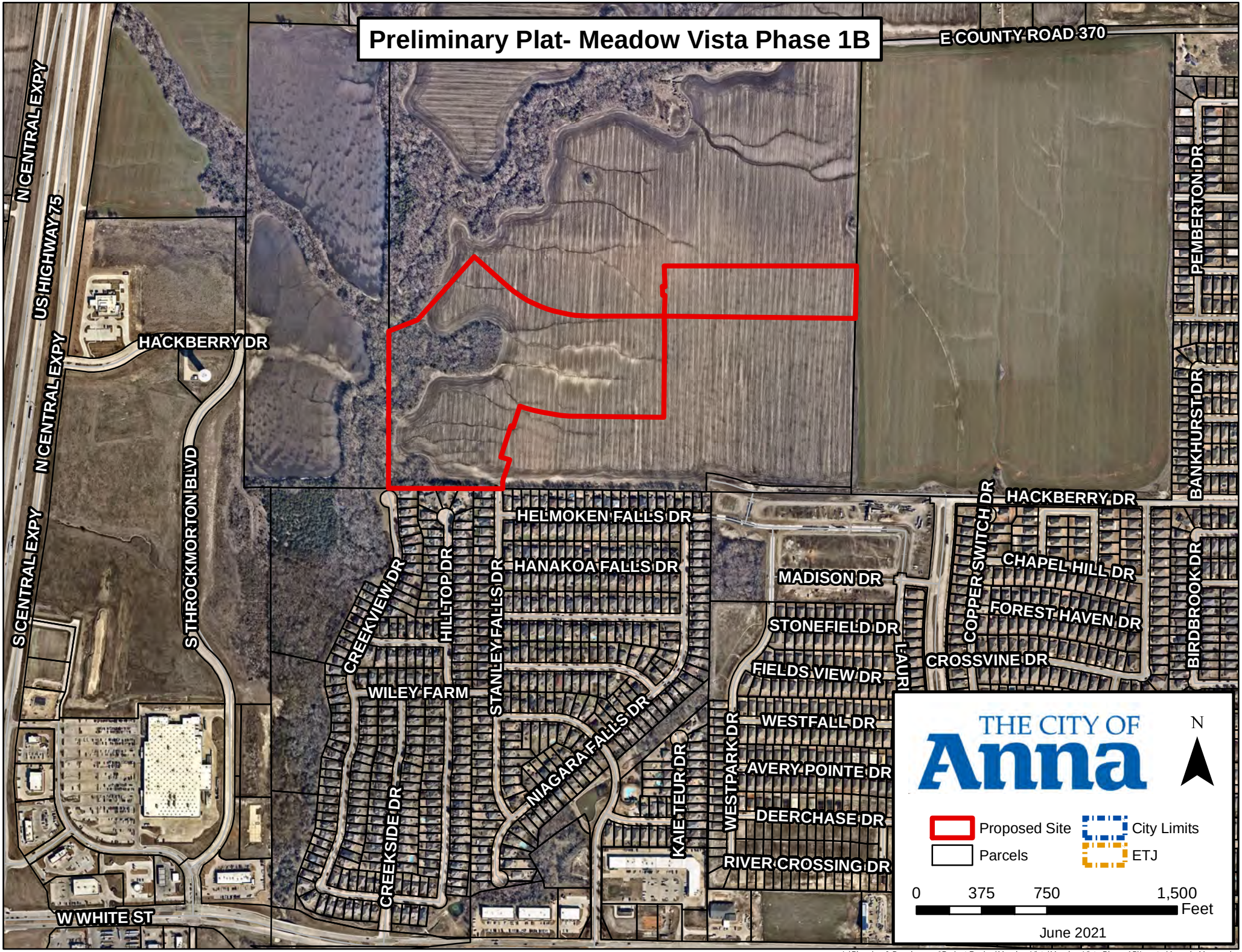
ATTACHMENTS:
1. Agenda Map
2. RESOLUTION (PP) Meadow Vista PH 1B
3. Exhibit A (PP) Meadow Vista, Ph 1B
4. Neighborhood Feature Plan (Meadow Vista)

APPROVALS:

Lauren Mecke, Planner II	Created/Initiated - 7/7/2021
Ross Altobelli, Director of Development Services	Approved - 7/9/2021

Jim Proce, City Manager Final Approval - 7/9/2021

Preliminary Plat- Meadow Vista Phase 1B



L:\Planning & Development\Project Review\Meadow Vista\Meadow Vista Phase 1B\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PRELIMINARY PLAT FOR MEADOW VISTA, PHASE 1B,

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

WHEREAS, Bloomfield Homes, LP, has submitted an application for approval of a preliminary plat for Meadow Vista, Phase 1B;

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Preliminary Plat

The City Council hereby approves the preliminary plat for Meadow Vista, Phase 1B attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 13th day of July 2021.

ATTEST: APPROVED:

_____ _____

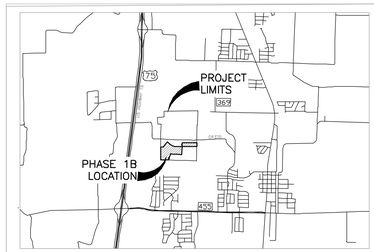
City Secretary, Carrie L. Land Mayor, Nate Pike

LOT AREA DATA

LOT	BLOCK	AREA (SF)	LOT	BLOCK	AREA (SF)	LOT	BLOCK	AREA (SF)	LOT	BLOCK	AREA (SF)	LOT	BLOCK	AREA (SF)
15	B	6795	48	B	8666	27	F	6000	2	I	8351	35	I	6854
16	B	7423	49	B	8364	28	F	6000	3	I	7507	36	I	8093
17	B	6193	50	B	7721	29	F	6000	4	I	6885	37	I	6841
18	B	6830	51	B	7077	30	F	6000	5	I	7507	38	I	7149
19	B	7454	52	B	8363	31	F	6000	6	I	8128	39	I	6792
20	B	6842	53	B	7077	32	F	6000	7	I	6885	40	I	8400
21	B	7481	54	B	7720	33	F	6000	8	I	7507	1	J	7200
22	B	6873	55	B	8364	34	F	7200	9	I	6885	2	J	7732
23	B	7512	56	B	8432	1	G	7200	10	I	7507	3	J	8165
24	B	9313	57	B	10306	2	G	6000	11	I	6885	4	J	6912
25	B	8705	58	B	8531	3	G	6000	12	I	7638	5	J	7537
26	B	8708	59	B	6250	4	G	6000	13	I	7800	6	J	6906
27	B	7433	60	B	7500	5	G	6000	14	I	7200	7	J	8161
28	B	6816	61	B	6875	6	G	6000	15	I	6600	8	J	6908
29	B	6199	62	B	6250	7	G	6000	16	I	7800	9	J	7548
30	B	6816	63	B	6875	8	G	6000	17	I	6000	10	J	8315
31	B	8049	64	B	7500	9	G	6000	18	I	6600	11	J	7200
32	B	6816	65	B	6875	10	G	6000	19	I	8400	12	J	7800
33	B	7433	17	D	6196	11	G	6000	20	I	8400	13	J	6000
34	B	6816	18	D	6250	12	G	6000	21	I	6600	14	J	7200
35	B	7433	19	D	6250	13	G	6000	22	I	6000	15	J	6600
36	B	6816	20	D	6250	14	G	6000	23	I	7800	16	J	7200
37	B	8049	21	D	6250	15	G	6000	24	I	6600	17	J	9000
38	B	6816	22	D	6250	16	G	6000	25	I	7200			
39	B	6199	18	F	7200	17	G	7200	26	I	7800			
40	B	6956	19	F	6000	1	H	6000	27	I	6690			
41	B	7200	20	F	6000	2	H	6600	28	I	7449			
42	B	6600	21	F	6000	3	H	7194	29	I	6839			
43	B	7800	22	F	6000	4	H	8924	30	I	7468			
44	B	6000	23	F	6000	5	H	9848	31	I	6850			
45	B	7200	24	F	6000	6	H	8427	32	I	7479			
46	B	7800	25	F	6000	7	H	6000	33	I	6855			
47	B	7800	26	F	6000	1	I	8400	34	I	7489			

AVERAGE AREA PER LOT IN PHASE 1B: 7013 SF

MINIMUM LOT AREA SHALL BE 5500 SF AND OVERALL AVERAGE SHALL BE 6600 SF



LOCATION MAP
NTS

PRELIMINARY PLAT NOTES:

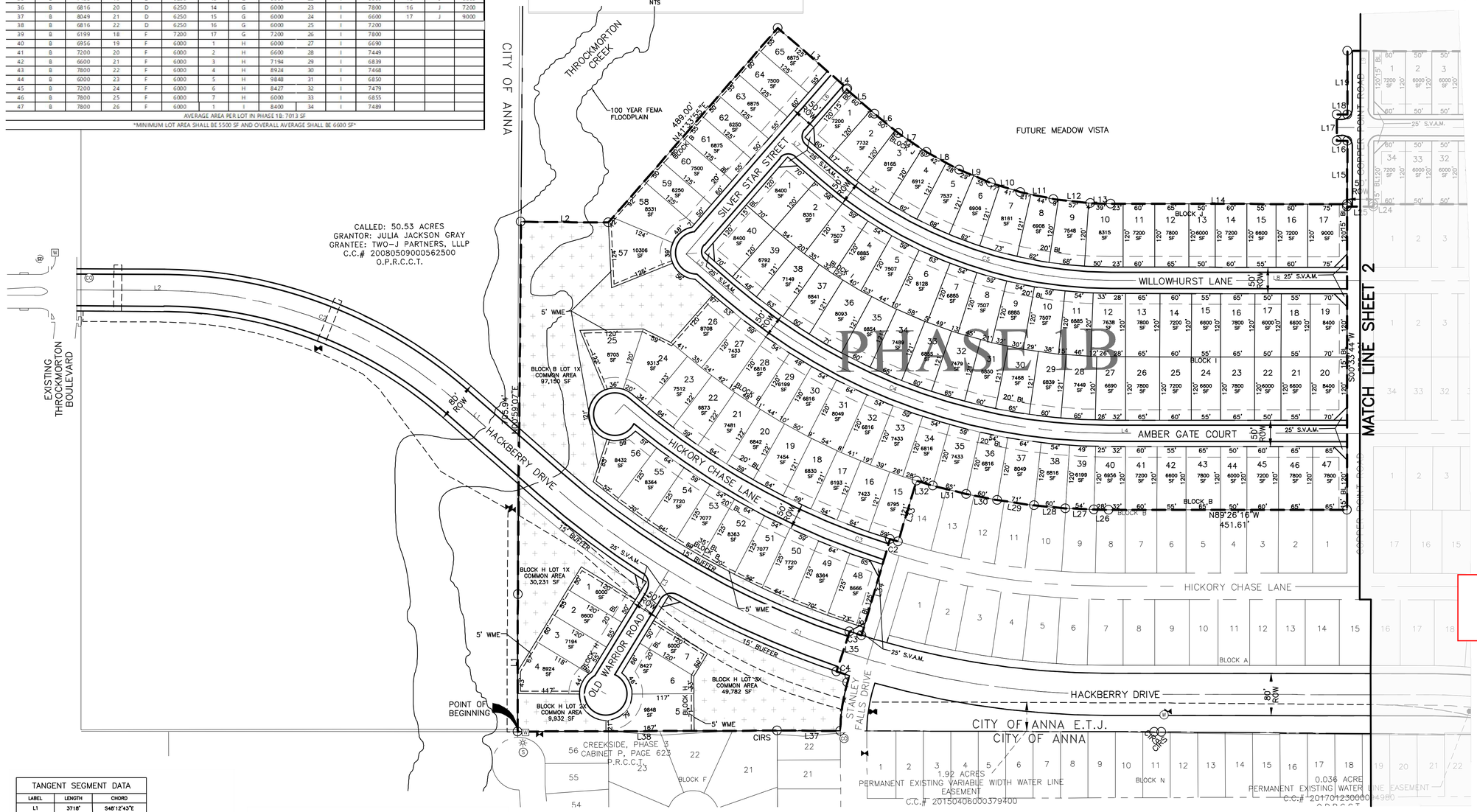
1. THE LAYOUT SHOWN IS PRELIMINARY IN NATURE AND SUBJECT TO MINOR CHANGE WITH THE APPROVAL OF THE PLANNING DIRECTOR AT THE TIME OF FINAL PLAT AND CONSTRUCTION PLAN DESIGN.
2. PHASING IS SUBJECT TO CHANGE AT THE TIME OF FINAL PLAT AND CONSTRUCTION PLAN DESIGN. EACH PHASE SHALL BE ABLE TO PROVIDE SAFE ACCESS AND CITY SERVICES.
3. THE HOMEOWNERS ASSOCIATION (HOA) WILL OWN AND MAINTAIN ALL COMMON AREA (X) LOTS.
4. ALL EASEMENTS ARE PUBLIC UNLESS OTHERWISE NOTED. WATER, SEWER AND DRAINAGE EASEMENTS SHALL BE EXCLUSIVE OF FRANCHISE UTILITIES.
5. EASEMENT LOCATIONS ARE SUBJECT TO CHANGE WITH THE FINAL PLAT.
6. 10' UTILITY EASEMENTS ARE PROPOSED ADJACENT TO STREET FRONTAGES OF LOTS.
7. SIDEWALKS ARE REQUIRED ALONG STREETS. THE DEVELOPER WILL CONSTRUCT SIDEWALKS ADJACENT TO HOA MAINTAINED LOTS AND THOROUGHFARES. THE BUILDER WILL CONSTRUCT SIDEWALKS ADJACENT TO RESIDENTIAL LOTS AT THE TIME OF HOME CONSTRUCTION.
8. THE CITY OF ANNA IS NOT RESPONSIBLE FOR THE MAINTENANCE OF ANY RETAINING OR SCREENING WALLS. ANY WALL OVER 4' IN HEIGHT IS THE RESPONSIBILITY OF THE HOA.

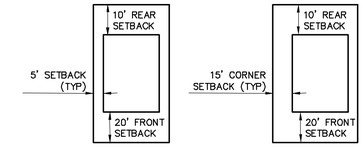
LEGEND

IRF	IRON ROD FOUND
CIRS	5/8" IRON ROD WITH YELLOW PLASTIC STAMPED "JACOBS" SET
CIRF	CAPPED IRON ROD FOUND
(CM)	CONTROLLING MONUMENT
O.P.R.C.C.T	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
BL	BUILDING SETBACK LINE
PUE	PUBLIC UTILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
CAB. SL.	CABINET SLIDE
R.O.W.	RIGHT OF WAY
DE	DRAINAGE EASEMENT
S.V.A.M.	SIDEWALK, VISIBILITY, ACCESS, AND MAINTENANCE EASEMENT

N

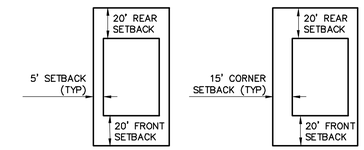
0 50 100 200
1" = 100'





STANDARD LOT CORNER LOT

TYPICAL LOT SETBACKS
NTS



STANDARD LOT CORNER LOT

TYPICAL SETBACKS OF LOTS BACKING UP TO MAJOR/MINOR COLLECTOR
NTS

LAND USE DATA TABLE

AREA DESCRIPTION	NUMBER OF LOTS	AREA (ACRE FEET)
RESIDENTIAL LOTS	155	24.954 AC
COMMON AREA LOTS	4	4.295 AC
ROW AREA	–	7.753 AC
TOTAL	–	37.002 AC

TANGENT SEGMENT DATA		
LABEL	LENGTH	CHORD
L1	3718'	S48°12'43"E
L2	3718'	S89°05'28"E
L3	262'	S31°52'31"W
L4	1345'	S89°26'16"E
L5	1345'	S48°26'05"E
L6	435'	S41°33'55"W
L7	1137'	S48°26'05"E
L8	1137'	S89°26'16"E
L9	290'	N0°33'44"E
L10	965'	N89°26'16"W
L11	299'	S0°33'44"W

CENTERLINE CURVE DATA					
CV#	DELTA	RADIUS	LENGTH	CHORD	C-L
C1	041°13'33"	1505.00'	1154.84'	S68°49'29"E	1130.09'
C2	040°52'45"	850.00'	606.46'	S68°39'05"E	593.87'
C3	023°31'51"	1400.00'	574.97'	S60°09'32"E	570.83'
C4	041°00'10"	1100.00'	787.20'	S68°56'11"E	770.51'
C5	041°00'10"	820.00'	586.82'	S68°56'11"E	574.38'

MFFE TABLE

LOT	MFFE
BLOCK B LOT 25	702.50
BLOCK B LOT 56	700.40
BLOCK B LOT 57	703.49
BLOCK B LOT 58	703.49
BLOCK B LOT 59	704.81
BLOCK B LOT 60	704.81
BLOCK B LOT 61	704.81
BLOCK B LOT 62	704.81
BLOCK B LOT 63	705.58
BLOCK B LOT 64	705.58
BLOCK B LOT 65	705.58
BLOCK H LOT 1	696.69
BLOCK H LOT 2	695.46
BLOCK H LOT 3	695.46
BLOCK H LOT 4	694.94

APPROVED
JULY 13, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JULY 6, 2021
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY PLAT
FOR
MEADOW VISTA PHASE 1B

LOTS 15–65, 1X, BLOCK B; LOTS 17–22, BLOCK D; LOTS 18–34, BLOCK F; LOTS 1–17, BLOCK G; LOTS 1–7, 1X–3X, BLOCK H; LOTS 1–40, BLOCK I; LOTS 1–17 BLOCK J.
OUT OF THE
FRANCIS T. DUFFAU SURVEY, ABSTRACT NO. 288 AND THE JOHN ELLETT SURVEY, ABSTRACT NO. 296
IN THE
CITY OF ANNA, COLLIN COUNTY, TEXAS

32.707 ACRES / 155 RESIDENTIAL LOTS
4 COMMON AREA LOTS / 4.295 ACRES
GROSS AREA: 37.002 ACRES
ZONING: PD 507–2010

OWNER:
BLOOMFIELD HOMES
1050 E. HWY 114 #210
SOUTHLAKE, TX 76092
CONTACT: CLINT VINCENT
OFFICE: 817–416–1572

DEVELOPER:
DOUGLAS PROPERTIES
2309 K AVE #100,
PLANO, TX 75074
CONTACT: JIM DOUGLAS
OFFICE: (972) 422–1658

LJA Engineering, Inc.
6060 North Central Expressway
Suite 440
Dallas, Texas 75206
Contact: Taylor Freeman
Phone 469.621.0710
FRN - F-1386
Office: 214-451-0868

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF TAYLOR FREEMAN, TEXAS P.E. #139214 ON JUNE 2021
THIS DOCUMENT IS NOT TO BE USED FOR THE PURPOSES OF CONSTRUCTION.

EXHIBIT A
1 OF 4

CITY PROJECT NO. XXXX–XXXX JUNE 2021 SCALE: 1" = 100' SHEET 1 OF 4

Date\Time : Wed, 30 Jun 2021 – 1:30pm User Name : sschoech
Path\Name : S:\WTX-LAND\0077\400 LAND\415 Preliminary Plat\Phase 1B\0077BLKM01.dwg

LOT AREA DATA

LOT	BLOCK	AREA (SF)	LOT	BLOCK	AREA (SF)	LOT	BLOCK	AREA (SF)	LOT	BLOCK	AREA (SF)	LOT	BLOCK	AREA (SF)
15	B	6795	48	B	8666	27	F	6000	2	I	8351	35	I	6854
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17	B	6193	50	B	7721	29	F	6000	4	I	6885	37	I	6841
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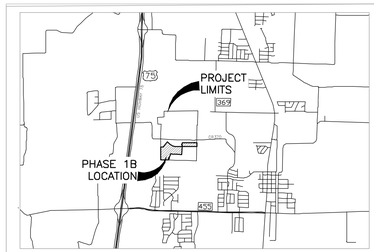
25	B	8705	58	B	8531	3	G	6000	12	I	7638	5	J	7537
26	B	8708	59	B	6250	4	G	6000	13	I	7800	6	J	6906
27	B	7433	60	B	7500	5	G	6000	14	I	7200	7	J	8161
28	B	6816	61	B	6875	6	G	6000	15	I	6600	8	J	6908
29	B	6199	62	B	6250	7	G	6000	16	I	7800	9	J	7548
30	B	6816	63	B	6875	8	G	6000	17	I	6000	10	J	8315
31	B	8049	64	B	7500	9	G	6000	18	I	6600	11	J	7200
32	B	6816	65	B	6875	10	G	6000	19	I	8400	12	J	7800
33	B	7433	17	D	6196	11	G	6000	20	I	8400	13	J	6000
34	B	6816	18	D	6250	12	G	6000	21	I	6600	14	J	7200
35	B	7433	19	D	6250	13	G	6000	22	I	6000	15	J	6600
36	B	6816	20	D	6250	14	G	6000	23	I	7800	16	J	7200
37	B	8049	21	D	6250	15	G	6000	24	I	6600	17	J	9000
38	B	6816	22	D	6250	16	G	6000	25	I	7200			
39	B	6199	18	F	7200	17	G	7200	26	I	7800			
40	B	6956	19	F	6000	1	H	6000	27	I	6690			
41	B	7200	20	F	6000	2	H	6600	28	I	7449			
42	B	6600	21	F	6000	3	H	7194	29	I	6839			
43	B	7800	22	F	6000	4	H	8924	30	I	7468			
44	B	6000	23	F	6000	5	H	9848	31	I	6850			
45	B	7200	24	F	6000	6	H	8427	32	I	7479			
46	B	7800	25	F	6000	7	H	6000	33	I	6855			
47	B	7800	26	F	6000	1	I	8400	34	I	7489			
AVERAGE AREA PER LOT IN PHASE 1B 7013 SF														

MINIMUM LOT AREA SHALL BE 5500 SF AND OVERALL AVERAGE SHALL BE 6600 SF



LOCATION MAP
NTS

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5. EASEMENT LOCATIONS ARE SUBJECT TO CHANGE WITH THE FINAL PLAT.
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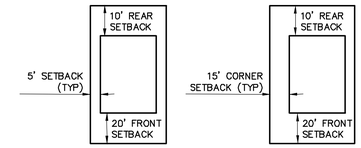
7. SIDEWALKS ARE REQUIRED ALONG STREETS. THE DEVELOPER WILL CONSTRUCT SIDEWALKS ADJACENT TO HOA MAINTAINED LOTS AND THOROUGHFARES. THE BUILDER WILL CONSTRUCT SIDEWALKS ADJACENT TO RESIDENTIAL LOTS AT THE TIME OF HOME CONSTRUCTION.
8. THE CITY OF ANNA IS NOT RESPONSIBLE FOR THE MAINTENANCE OF ANY RETAINING OR SCREENING WALLS. ANY WALL OVER 4' IN HEIGHT IS THE RESPONSIBILITY OF THE HOA.

LEGEND

IRF	IRON ROD FOUND
CIRS	5/8" IRON ROD WITH YELLOW PLASTIC STAMPED "JACOBS" SET
CIRF	CAPPED IRON ROD FOUND
(CM)	CONTROLLING MONUMENT
O.P.R.C.C.T	OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS
BL	BUILDING SETBACK LINE
PUE	PUBLIC UTILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
CAB. SL.	CABINET SLIDE
R.O.W.	RIGHT OF WAY
DE	DRAINAGE EASEMENT
S.V.A.M.	SIDEWALK, VISIBILITY, ACCESS, AND MAINTENANCE EASEMENT

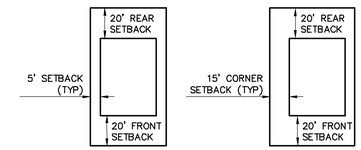
N

0 50 100 200
1" = 100'



STANDARD LOT CORNER LOT

TYPICAL LOT SETBACKS
NTS



STANDARD LOT CORNER LOT

TYPICAL SETBACKS OF LOTS BACKING UP TO MAJOR/MINOR COLLECTOR
NTS

LAND USE DATA TABLE

AREA DESCRIPTION	NUMBER OF LOTS	AREA (ACRE FEET)
RESIDENTIAL LOTS	155	24.954 AC
COMMON AREA LOTS	4	4.295 AC
ROW AREA	–	7.753 AC
TOTAL	–	37.002 AC

TANGENT SEGMENT DATA		
LABEL	LENGTH	CHORD
L1	3718'	S48°12'43"E
L2	3718'	S89°05'28"E
L3	282'	S31°52'31"W
L4	1345'	S89°26'16"E
L5	1345'	S48°26'05"E
L6	435'	S41°33'55"W
L7	1137'	S48°26'05"E
L8	1137'	S89°26'16"E
L9	290'	N0°33'44"E
L10	985'	N89°26'16"W
L11	299'	S0°33'44"W

CENTERLINE CURVE DATA					
CV#	DELTA	RADIUS	LENGTH	CHORD	C-L
C1	041°13'33"	1605.00'	1154.84'	S68°49'29"E	1130.09'
C2	040°52'45"	850.00'	606.45'	S68°39'05"E	593.67'
C3	023°31'51"	1400.00'	574.97'	S60°09'32"E	570.93'
C4	041°00'10"	1100.00'	787.20'	S68°56'11"E	770.51'
C5	041°00'10"	820.00'	586.82'	S68°56'11"E	574.38'

MFFE TABLE

LOT	MFFE
BLOCK B LOT 25	702.50
BLOCK B LOT 56	700.40
BLOCK B LOT 57	703.49
BLOCK B LOT 58	703.49
BLOCK B LOT 59	704.81
BLOCK B LOT 60	704.81
BLOCK B LOT 61	704.81
BLOCK B LOT 62	704.81
BLOCK B LOT 63	705.58
BLOCK B LOT 64	705.58
BLOCK B LOT 65	705.58
BLOCK H LOT 1	696.69
BLOCK H LOT 2	695.46
BLOCK H LOT 3	695.46
BLOCK H LOT 4	694.94

EXHIBIT A
2 OF 4

APPROVED
JULY 13, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JULY 6, 2021
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY PLAT
FOR
MEADOW VISTA
PHASE 1B

LOTS 15–65, 1X, BLOCK B; LOTS 17–22, BLOCK D; LOTS 18–34, BLOCK F; LOTS 1–17, BLOCK G; LOTS 1–7, 1X–3X, BLOCK H; LOTS 1–40, BLOCK I; LOTS 1–17 BLOCK J.
OUT OF THE
FRANCIS T. DUFFAU SURVEY, ABSTRACT NO. 288 AND THE JOHN ELLETT SURVEY, ABSTRACT NO. 296
IN THE
CITY OF ANNA, COLLIN COUNTY, TEXAS

32.707 ACRES / 155 RESIDENTIAL LOTS
4 COMMON AREA LOTS / 4.295 ACRES
GROSS AREA: 37.002 ACRES
ZONING: PD 507–2010

OWNER:
BLOOMFIELD HOMES
1050 E. HWY 114 #210
SOUTHLAKE, TX 76092
CONTACT: CLINT VINCENT
OFFICE: 817–416–1572

DEVELOPER:
DOUGLAS PROPERTIES
2309 K AVE #100,
PLANO, TX 75074
CONTACT: JIM DOUGLAS
OFFICE: (972) 422–1658

PRELIMINARY

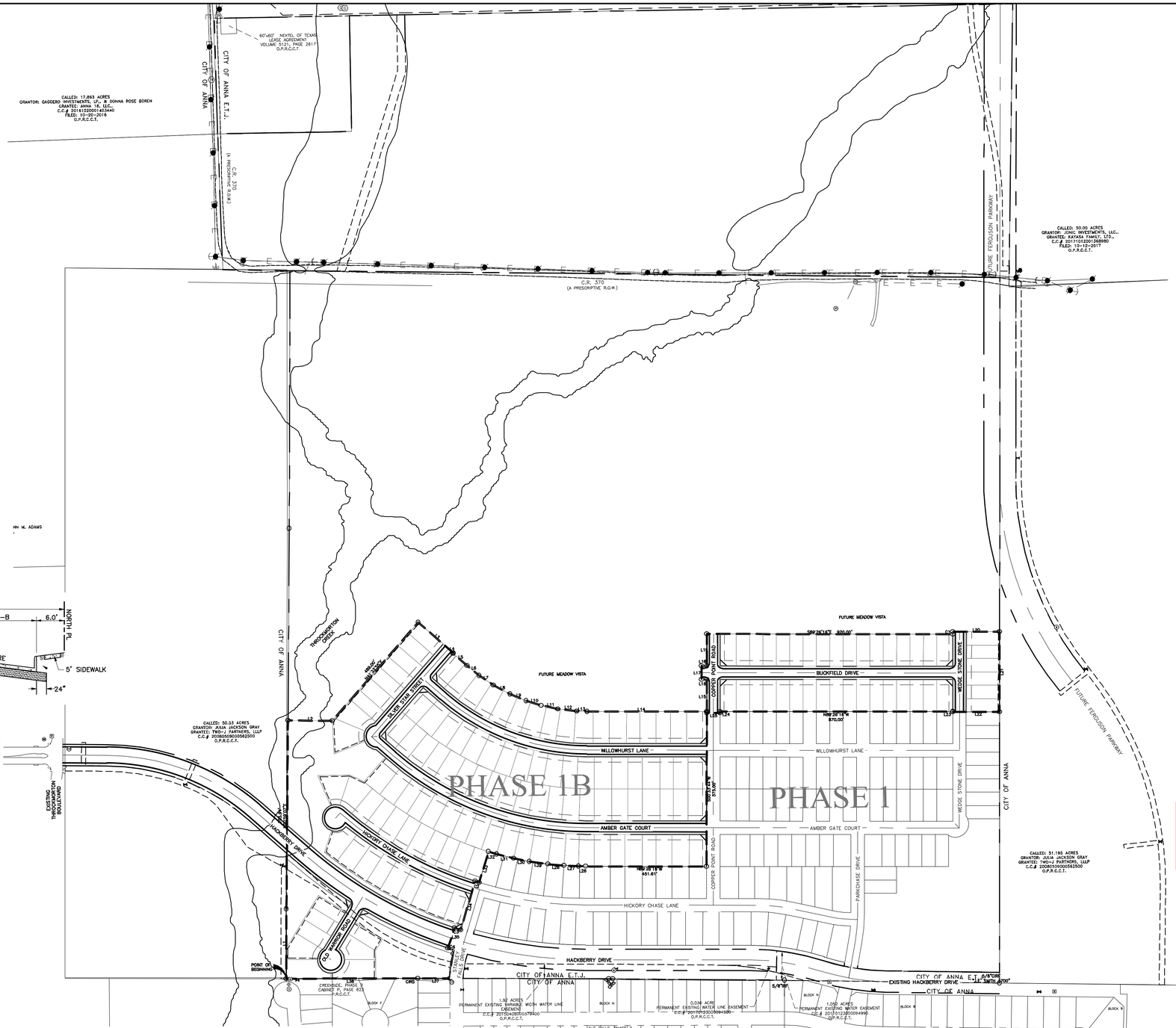
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW
UNDER THE AUTHORITY OF TAYLOR FREEMAN, TEXAS P.E. #139214
ON JUNE 2021
THIS DOCUMENT IS NOT TO BE USED FOR THE PURPOSES OF CONSTRUCTION.

LJA Engineering, Inc.
6060 North Central Expressway
Suite 440
Dallas, Texas 75206
Contact: Taylor Freeman
Phone 469.621.0710
FRN - F-1386
Office: 214-451-0868

CITY PROJECT NO. XXXX–XXXX JUNE 2021 SCALE: 1" = 100' SHEET 2 OF 4

Date\Time : Wed, 30 Jun 2021 – 1:30pm User Name : sschoech
Path\Name : S:\NTX-LAND\007\1400 LAND\415 Preliminary Plat\Phase 1B\007781LAN01.dwg

EXHIBIT A
3 OF 4



LAND USE DATA TABLE

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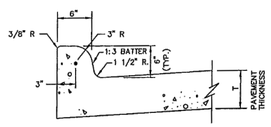
ROW AREA	–	7.753 AC
TOTAL	–	37.002 AC



INTEGRAL CURB & GUTTER
N.T.S.

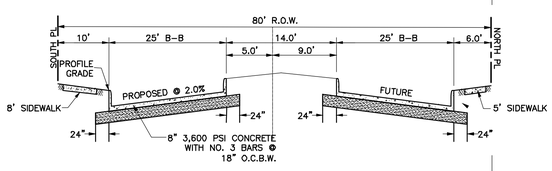
BENCHMARKS PROJECT NO 0077 MEADOW VISTA

BM#1 -"X" CUT IN CONCRETE NEAR THE NORTHWEST CORNER OF THIS PROJECT, BEING LOCATED AT THE CENTERLINE INTERSECTION OF NIAGRA FALLS DRIVE WITH HELMOKEN FALLS DRIVE.

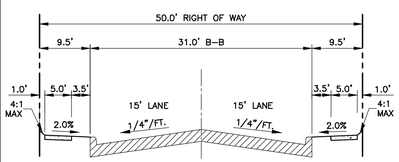
ELEVATION=730.37'

BM#2 -"X" CUT IN CONCRETE NEAR THE SOUTHEAST CORNER OF THIS PROJECT, BEING LOCATED AT A BACK OF CURB INTERSECTION AT THE NORTHEAST CORNER OF THE PARKING LOT FOR AUTOZONE.

ELEVATION=705.20'



MAJOR COLLECTOR STREET SECTION
NTS



NOTE:
PAVEMENT SECTION TO BE VERIFIED BY GEOTECHNICAL RECOMMENDATION.

LOCAL RESIDENTIAL STREET SECTION
NTS

PRELIMINARY PLAT NOTES:

1. THE LAYOUT SHOWN IS PRELIMINARY IN NATURE AND SUBJECT TO MINOR CHANGE WITH THE APPROVAL OF THE PLANNING DIRECTOR AT THE TIME OF FINAL PLAT AND CONSTRUCTION PLAN DESIGN.
2. PHASING IS SUBJECT TO CHANGE AT THE TIME OF FINAL PLAT AND CONSTRUCTION PLAN DESIGN. EACH PHASE SHALL BE ABLE TO PROVIDE SAFE ACCESS AND CITY SERVICES.
3. THE HOMEOWNERS ASSOCIATION (HOA) WILL OWN AND MAINTAIN ALL COMMON AREA (X) LOTS.
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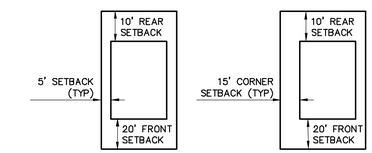
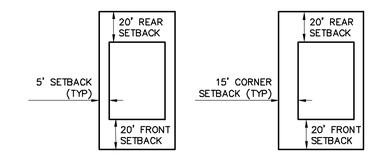


STANDARD LOT CORNER LOT

TYPICAL LOT SETBACKS
NTS



STANDARD LOT CORNER LOT

TYPICAL SETBACKS OF LOTS BACKING UP TO MAJOR/MINOR COLLECTOR
NTS

APPROVED
JULY 13, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JULY 6, 2021
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY PLAT
FOR
MEADOW VISTA
PHASE 1B

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OUT OF THE
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IN THE
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32.707 ACRES / 155 RESIDENTIAL LOTS
4 COMMON AREA LOTS / 4.295 ACRES
GROSS AREA: 37.002 ACRES
ZONING: PD 507–2010

OWNER:
BLOOMFIELD HOMES
1050 E. HWY 114 #210
SOUTHLAKE, TX 76092
CONTACT: CLINT VINCENT
OFFICE: 817–416–1572

DEVELOPER:
DOUGLAS PROPERTIES
2309 K AVE #100,
PLANO, TX 75074
CONTACT: JIM DOUGLAS
OFFICE: (972) 422–1658

LJA Engineering, Inc.
6060 North Central Expressway
Suite 440
Dallas, Texas 75206
Contact: Taylor Freeman
Phone 469.621.0710
FRN - F-1386
Office: 214-451-0868

LINE	BEARING	DISTANCE
L1	N00°40'32"E	260.50'
L2	S89°00'53"E	165.63'
L3	S48°26'05"E	175.00'
L4	S41°33'55"W	2.23'
L5	S48°26'05"E	70.00'
L6	S50°19'56"E	58.40'
L7	S55°30'47"E	64.54'
L8	S61°14'33"E	70.40'
L9	S66°58'20"E	64.54'
L10	S72°12'13"E	58.68'
L11	S77°26'05"E	64.54'
L12	S83°09'52"E	70.40'

LINE	BEARING	DISTANCE
L13	S87°47'45"E	38.68'
L14	S89°26'16"E	447.87'
L15	N00°33'44"E	120.00'
L16	N89°26'16"W	20.00'
L17	N00°33'44"E	50.00'
L18	S89°26'16"E	20.00'
L19	N00°33'44"E	120.00'
L20	S89°26'16"E	175.05'
L21	S00°33'44"W	300.00'
L22	N89°26'16"W	175.00'
L23	N00°33'44"E	1.21'
L24	S00°33'44"W	5.00'
L25	N89°26'16"W	50.00'

LINE	BEARING	DISTANCE
L26	N88°48'01"W	27.70'
L27	N86°54'43"W	54.36'
L28	N84°17'05"W	59.80'
L29	N81°16'57"W	70.67'
L30	N78°16'48"W	59.80'
L31	N75°24'10"W	65.23'
L32	N72°31'32"W	31.93'
L33	S17°25'53"W	120.81'
L34	S17°03'04"W	190.03'
L35	S18°50'10"W	80.00'
L36	N17°03'04"E	13.55'
L37	N89°18'16"W	120.00'
L38	N89°41'14"W	492.18'

CURVE	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	00°31'00"	975.00'	N00°14'59"E	8.79'	8.79'
C2	00°39'41"	1375.00'	N72°14'16"W	15.87'	15.87'
C3	00°52'11"	1565.00'	N71°35'55"W	23.76'	23.76'
C4	00°54'51"	1645.00'	S71°37'16"E	26.25'	26.25'
C5	16°21'20"	325.00'	S08°52'24"W	92.46'	92.77'

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF TAYLOR FREEMAN, TEXAS P.E. #139214 ON JUNE 2021
THIS DOCUMENT IS NOT TO BE USED FOR THE PURPOSES OF CONSTRUCTION.

CITY PROJECT NO. XXXX–XXXX JUNE 2021 SCALE: 1" = 200' SHEET 3 OF 4

Date\Time : Wed, 30 Jun 2021 – 1:30pm User Name : sschoech
Path\Name : S:\NTX-LAN\0077\400 LAND\415 Preliminary Plat\Phase 1B\0077BLKM01.dwg

OWNER'S CERTIFICATE

STATE OF TEXAS)(
COUNTY OF COLLIN)(

BEING A 37.002 ACRE TRACT OF LAND SITUATED IN THE FRANCIS T. DUFFAU SURVEY, ABSTRACT NO. 288, CITY OF ANNA E.T.J., COLLIN COUNTY, TEXAS, AND BEING PART OF A 160.197 ACRE TRACT OF LAND CONVEYED TO BLOOMFIELD HOMES, LP, AS RECORDED IN COUNTY CLERK'S FILE NO. 20200117000076380, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 37.002 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 DENTON CORS ARP (PID-DF8986) AND DALLAS CORS ARP (PID-DF8984) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHWEST CORNER OF SAID 160.197 ACRE TRACT, THE COMMON NORTHWEST CORNER OF LOT 56, BLOCK F AND THE NORTHEAST CORNER OF LOT 3, BLOCK G OF CREEKSIDE PHASE 3, AN ADDITION TO THE CITY OF ANNA, AS RECORDED IN CABINET P, SLIDE 623, PLAT RECORDS, COLLIN COUNTY, TEXAS AND BEING THE COMMON SOUTHEAST CORNER OF CALLED 50.53 ACRE TRACT OF LAND CONVEYED TO TWO-J PARTNERS, LLLP, AS RECORDED IN COUNTY CLERK'S FILE NO. 20080509000562500, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, ALONG THE WEST LINE OF SAID 160.197 ACRE TRACT AND THE EAST LINE OF SAID 50.53 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 40 MINUTES 32 SECONDS EAST, A DISTANCE OF 260.50 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 59 MINUTES 07 SECONDS EAST, A DISTANCE OF 705.94 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 160.197 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 00 MINUTES 53 SECONDS EAST, A DISTANCE OF 165.63 FEET TO A POINT FOR CORNER;

NORTH 41 DEGREES 33 MINUTES 55 SECONDS EAST, A DISTANCE OF 489.00 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 26 MINUTES 05 SECONDS EAST, A DISTANCE OF 175.00 FEET TO A POINT FOR CORNER;

SOUTH 41 DEGREES 33 MINUTES 55 SECONDS WEST, A DISTANCE OF 2.23 FEET TO A POINT FOR CORNER;

SOUTH 48 DEGREES 26 MINUTES 05 SECONDS EAST, A DISTANCE OF 70.00 FEET TO A POINT FOR CORNER;

SOUTH 50 DEGREES 19 MINUTES 56 SECONDS EAST, A DISTANCE OF 58.40 FEET TO A POINT FOR CORNER;

SOUTH 55 DEGREES 30 MINUTES 47 SECONDS EAST, A DISTANCE OF 64.54 FEET TO A POINT FOR CORNER;

SOUTH 61 DEGREES 14 MINUTES 33 SECONDS EAST, A DISTANCE OF 70.40 FEET TO A POINT FOR CORNER;

SOUTH 66 DEGREES 58 MINUTES 20 SECONDS EAST, A DISTANCE OF 64.54 FEET TO A POINT FOR CORNER;

SOUTH 72 DEGREES 12 MINUTES 13 SECONDS EAST, A DISTANCE OF 58.68 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 26 MINUTES 05 SECONDS EAST, A DISTANCE OF 64.54 FEET TO A POINT FOR CORNER;

SOUTH 83 DEGREES 09 MINUTES 52 SECONDS EAST, A DISTANCE OF 70.40 FEET TO A POINT FOR CORNER;

SOUTH 87 DEGREES 47 MINUTES 45 SECONDS EAST, A DISTANCE OF 38.68 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 26 MINUTES 16 SECONDS EAST, A DISTANCE OF 447.87 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 33 MINUTES 44 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 26 MINUTES 16 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 33 MINUTES 44 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 26 MINUTES 16 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 33 MINUTES 44 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 26 MINUTES 16 SECONDS EAST, A DISTANCE OF 920.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 31 MINUTES 00 SECONDS, A RADIUS OF 975.00 FEET, AND A LONG CHORD THAT BEARS NORTH 00 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 8.79 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 8.79 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 26 MINUTES 16 SECONDS EAST, A DISTANCE OF 175.05 FEET TO A POINT FOR CORNER ON THE EAST LINE OF SAID 160.197 ACRE TRACT AND THE WEST LINE OF A 111.666 ACRE TRACT OF LAND CONVEYED TO OAKWOOD VILLAGE APARTMENTS, INC., AS RECORDED IN COUNTY CLERK'S FILE NO. 20171200100159420O, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 00 DEGREES 33 MINUTES 44 SECONDS WEST, ALONG SAID EAST LINE OF 160.197 ACRE TRACT AND SAID WEST LINE OF 111.666 ACRE TRACT, A DISTANCE OF 300.00 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 160.197 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 26 MINUTES 16 SECONDS WEST, A DISTANCE OF 175.00 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 33 MINUTES 44 SECONDS EAST, A DISTANCE OF 1.21 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 26 MINUTES 16 SECONDS WEST, A DISTANCE OF 870.00 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 33 MINUTES 44 SECONDS WEST, A DISTANCE OF 5.00 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 26 MINUTES 16 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 33 MINUTES 44 SECONDS WEST, A DISTANCE OF 575.00 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 26 MINUTES 16 SECONDS WEST, A DISTANCE OF 451.61 FEET TO A POINT FOR CORNER;

NORTH 88 DEGREES 48 MINUTES 01 SECONDS WEST, A DISTANCE OF 27.70 FEET TO A POINT FOR CORNER;

NORTH 86 DEGREES 54 MINUTES 43 SECONDS WEST, A DISTANCE OF 54.36 FEET TO A POINT FOR CORNER;

NORTH 84 DEGREES 17 MINUTES 05 SECONDS WEST, A DISTANCE OF 59.80 FEET TO A POINT FOR CORNER;

NORTH 81 DEGREES 16 MINUTES 57 SECONDS WEST, A DISTANCE OF 70.67 FEET TO A POINT FOR CORNER;

NORTH 78 DEGREES 16 MINUTES 48 SECONDS WEST, A DISTANCE OF 59.80 FEET TO A POINT FOR CORNER;

NORTH 75 DEGREES 24 MINUTES 10 SECONDS WEST, A DISTANCE OF 65.23 FEET TO A POINT FOR CORNER;

NORTH 72 DEGREES 31 MINUTES 32 SECONDS WEST, A DISTANCE OF 31.93 FEET TO A POINT FOR CORNER;

SOUTH 17 DEGREES 25 MINUTES 53 SECONDS WEST, A DISTANCE OF 120.81 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 39 MINUTES 41 SECONDS, A RADIUS OF 1375.00 FEET, AND A LONG CHORD THAT BEARS NORTH 72 DEGREES 14 MINUTES 16 SECONDS WEST, A DISTANCE OF 15.87 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 15.87 FEET TO A POINT FOR CORNER;

SOUTH 17 DEGREES 03 MINUTES 04 SECONDS WEST, A DISTANCE OF 190.03 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00 DEGREES 52 MINUTES 11 SECONDS, A RADIUS OF 1565.00 FEET, AND A LONG CHORD THAT BEARS NORTH 71 DEGREES 35 MINUTES 55 SECONDS WEST, A DISTANCE OF 23.76 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 23.76 FEET TO A POINT FOR CORNER;

SOUTH 18 DEGREES 50 MINUTES 10 SECONDS WEST, A DISTANCE OF 80.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES 54 MINUTES 51 SECONDS, A RADIUS OF 1645.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 71 DEGREES 37 MINUTES 16 SECONDS EAST, A DISTANCE OF 26.25 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 26.25 FEET TO A POINT FOR CORNER;

SOUTH 17 DEGREES 03 MINUTES 04 SECONDS WEST, A DISTANCE OF 13.55 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16 DEGREES 21 MINUTES 20 SECONDS, A RADIUS OF 325.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 08 DEGREES 52 MINUTES 24 SECONDS WEST, A DISTANCE OF 92.46 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 92.77 FEET TO A POINT FOR CORNER ON THE SOUTH LINE OF SAID 160.497 ACRE TRACT AND THE NORTH LINE OF THE FALLS, PHASE 2, AN ADDITION TO THE CITY OF ANNA, AS RECORDED IN CABINET P, PAGE 870, PLAT RECORDS, COLLIN COUNTY TEXAS, SAID POINT BEING THE NORTHWEST CORNER OF STANLEY FALLS DRIVE (A 50' RIGHT-OF-WAY);

THENCE, NORTH 89 DEGREES 18 MINUTES 16 SECONDS WEST, ALONG SAID SOUTH LINE OF 160.197 ACRE TRACT AND SAID NORTH LINE OF THE FALLS, PHASE 2, A DISTANCE OF 120.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHWEST CORNER OF SAID FALLS, PHASE 2 AND THE NORTHEAST CORNER OF AFORESAID CREEKSIDE, PHASE 3;

THENCE, NORTH 89 DEGREES 41 MINUTES 14 SECONDS WEST, ALONG SAID SOUTH LINE OF 160.197 ACRE TRACT AND SAID NORTH LINE OF CREEKSIDE, PHASE 3, A DISTANCE OF 492.18 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 37.002 ACRES, OR 1,611,824 SQUARE FEET OF LAND.

EXHIBIT A
4 OF 4

EASEMENT LANGUAGE

ACCESS EASEMENT

THE UNDERSIGNED DOES COVENANT AND AGREE THAT THE ACCESS EASEMENT MAY BE UTILIZED BY ANY PERSON OR THE GENERAL PUBLIC FOR INGRESS AND EGRESS TO OTHER REAL PROPERTY, AND FOR THE PURPOSE OF GENERAL PUBLIC VEHICULAR AND PEDESTRIAN USE AND ACCESS, AND FOR FIRE DEPARTMENT AND EMERGENCY USE, IN, ALONG, UPON, AND ACROSS SAID PREMISES, WITH THE RIGHT AND PRIVILEGE AT ALL TIMES OF THE CITY OF ANNA, ITS AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES HAVING INGRESS, EGRESS, AND REGRESS IN, ALONG, UPON, AND ACROSS SAID PREMISES.

DRAINAGE AND DETENTION EASEMENT

STATE OF TEXAS
COUNTY OF COLLIN
CITY OF ANNA

THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY THE CITY OF ANNA (CALLED "CITY") SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES AND SUCCESSORS:
THE PORTION OF BLOCK 1, AS SHOWN ON THE PLAT IS CALLED "DRAINAGE AND DETENTION EASEMENT." THE DRAINAGE AND DETENTION EASEMENT WITHIN THE LIMITS OF THIS ADDITION, WILL REMAIN OPEN AT ALL TIMES AND WILL BE MAINTAINED IN A SAFE AND SANITARY CONDITION BY THE OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE AND DETENTION EASEMENT. THE CITY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID EASEMENT OR FOR ANY DAMAGE TO PRIVATE PROPERTY OR PERSON THAT RESULTS FROM CONDITIONS IN THE EASEMENT, OR FOR THE CONTROL OF EROSION. NO OBSTRUCTION TO THE NATURAL FLOW OF STORM WATER RUN-OFF SHALL BE PERMITTED BY CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE WITHIN THE DRAINAGE AND DETENTION EASEMENT AS HEREINABOVE DEFINED, UNLESS APPROVED BY THE CITY ENGINEER. PROVIDED, HOWEVER, IT IS UNDERSTOOD THAT IN THE EVENT IT BECOMES NECESSARY FOR THE CITY TO ERECT OR CONSIDER ERECTING ANY TYPE OF DRAINAGE STRUCTURE IN ORDER TO IMPROVE THE STORM DRAINAGE THAT MAY BE OCCASIONED BY THE CITY SHALL HAVE THE RIGHT TO ENTER UPON THE DRAINAGE AND DETENTION EASEMENT AT ANY POINT, OR POINTS, TO INVESTIGATE, SURVEY OR TO ERECT, CONSTRUCT AND MAINTAIN ANY DRAINAGE FACILITY DEEMED NECESSARY FOR DRAINAGE PURPOSES. EACH PROPERTY OWNER SHALL KEEP THE DRAINAGE AND DETENTION EASEMENT CLEAN AND FREE OF DEBRIS, SILT, AND ANY SUBSTANCE WHICH WOULD RESULT IN UNSANITARY CONDITIONS OR OBSTRUCT THE FLOW OF WATER, AND THE CITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF INSPECTION AND SUPERVISION OF MAINTENANCE WORK BY THE PROPERTY OWNER TO ALLEVIATE ANY UNDESIRABLE CONDITIONS WHICH MAY OCCUR. THE NATURAL DRAINAGE THROUGH THE DRAINAGE AND DETENTION EASEMENT IS SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT WHICH CANNOT BE DEFINITELY DEFINED. THE CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, OR RESULTING FROM THE FAILURE OF ANY STRUCTURE, OR STRUCTURES, WITHIN THE EASEMENT.

SVAM EASEMENT

THE AREA OR AREAS SHOWN ON THE PLAT AS "SVAM" (SIDEWALK, VISIBILITY , ACCESS, AND MAINTENANCE) EASEMENT(S) ARE HEREBY GIVEN AND GRANTED TO THE CITY, ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO PROVIDE SIDEWALKS, VISIBILITY, RIGHT OF ACCESS, AND MAINTENANCE UPON AND ACROSS SAID SVAM EASEMENT. THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN ANY AND ALL LANDSCAPING WITHIN THE SVAM EASEMENT. SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, IT SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, ANY TREES, SHRUBS, FLOWERS, GROUND COVER, AND FIXTURES. THE CITY MAY WITHDRAW MAINTENANCE OF THE SVAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE SVAM EASEMENT SHALL REST WITH THE OWNERS. NO BUILDING, FENCE, SHRUB, TREE, OR OTHER IMPROVEMENTS OR GROWTHS, WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER, OR ACROSS THE SVAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE SVAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES OR SIGNS ON THE SVAM EASEMENT, AND TO REMOVE ANY OBSTRUCTION THEREON. THE CITY, ITS SUCCESSORS, ASSIGNS, OR AGENTS, SHALL HAVE THE RIGHT AND PRIVILEGE AT ALL TIMES TO ENTER UPON THE SVAM EASEMENT OR ANY PART THEREOF FOR THE PURPOSES AND WITH ALL RIGHTS AND PRIVILEGES SET FORTH HEREIN.

OWNERS CERTIFICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **BLOOMFIELD HOMES, L.P.**, ACTING HEREIN BY AND THROUGH IT'S DULY AUTHORIZED OFFICERS, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS **MEADOW VISTA PHASE 1B**, AN ADDITION TO THE CITY OF ANNA, TEXAS, AND DOES HEREBY DEDICATE, IN FEE SIMPLE, TO THE PUBLIC USE FOREVER, THE STREETS AND ALLEYS SHOWN THEREON. THE STREETS AND ALLEYS ARE DEDICATED FOR STREET PURPOSES. THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN, ARE DEDICATED FOR THE PUBLIC USE FOREVER, FOR THE PURPOSES INDICATED ON THIS PLAT. 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. 2021.

BLOOMFIELD HOMES, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: BLOOMFIELD PROPERTIES, INC.,
A TEXAS CORPORATION, GENERAL PARTNER

BY: _____,
DONALD J. DYKSTRA, PRESIDENT

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 DONALD J. DYKSTRA, 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. 2021.

_____

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.

_____

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. 2021.

_____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

ID NUMBER: _____

MY COMMISSION EXPIRES: _____

APPROVED
JULY 13, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JULY 6, 2021
P&Z COMMISSION
CITY OF ANNA

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF TAYLOR FREEMAN, TEXAS P.E. #139214 ON JUNE 2021. THIS DOCUMENT IS NOT TO BE USED FOR THE PURPOSES OF CONSTRUCTION.

PRELIMINARY PLAT
FOR
MEADOW VISTA PHASE 1B

LOTS 15–65, 1X, BLOCK B; LOTS 17–22, BLOCK D; LOTS 18–34, BLOCK F; LOTS 1–17, BLOCK G; LOTS 1–7, 1X–3X, BLOCK H; LOTS 1–40, BLOCK I; LOTS 1–17 BLOCK J.
OUT OF THE
FRANCIS T. DUFFAU SURVEY, ABSTRACT NO. 288 AND THE JOHN ELLETT SURVEY, ABSTRACT NO. 296
IN THE
CITY OF ANNA, COLLIN COUNTY, TEXAS

32.707 ACRES / 155 RESIDENTIAL LOTS
4 COMMON AREA LOTS / 4.295 ACRES
GROSS AREA: 37.002 ACRES
ZONING: PD 507–2010

OWNER:
BLOOMFIELD HOMES
1050 E. HWY 114 #210
SOUTHLAKE, TX 76092
CONTACT: CLINT VINCENT
OFFICE: 817–416–1572

DEVELOPER:
DOUGLAS PROPERTIES
2309 K AVE #100,
PLANO, TX 75074
CONTACT: JIM DOUGLAS
OFFICE: (972) 422–1658

LJA Engineering, Inc.
6060 North Central Expressway
Suite 440
Dallas, Texas 75206
Contact: Taylor Freeman
Phone 469.621.0710
FRN - F-1386
Office: 214-451-0868

CITY PROJECT NO. XXXX–XXXX JUNE 2021 SCALE: N/A SHEET 4 OF 4

Date\Time : Wed, 30 Jun 2021 – 1:30pm User Name : sschoech
Path\Name : S:\NTX-LAN\007\400 LAND\415 Preliminary Plat\Phase 1B\007BLAK01.dwg

NEIGHBORHOOD ENTRY AND INTERIOR FEATURES POINT

	CATEGORY 1	POINTS AVAILABLE	POINTS PROVIDED
A	ADDITIONAL GREEN SPACE	1/2 LOT = 2 1 LOT = 4	4
B	AMENITY CENTER (3,00 SF OF COVERED SPACE)	5	5
C	GAZEBO	1	1
D	SIGNIFICANT FLORAL FOCAL POINT	2	2
E	ADDITIONAL LANDSCAPING ABOVE AND BEYOND THE REQUIREMENTS	2	2
F	LARGE TREE PRESERVATION AREAS	2	2
G	LARGE OPEN SPACES ALONG TRIBUTARIES	2	2
H	DIVIDED ENTRY	2	2
	SUBTOTAL	20 MIN	20

	CATEGORY 2	POINTS AVAILABLE	POINTS PROVIDED
I	ADDITION & MAINTENANCE OF SEASONAL LANDSCAPING (HOA)	3	3
J	(2) PLAYGROUND	2	2
K	INTERNAL PARKING SPACES	2	2
L	DOG PARK	8	8
M	ADDITIONAL BENCH&TRASH CAN IN COMMON AREAS	1	1
N	SUBSTANTIAL TRAIL LENGTH	2	2
	SUBTOTAL	15 MIN	18
	TOTAL	35	38

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, floodplains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

PARKS PLAN
MEADOW VISTA
BLOOMFIELD HOMES
JUNE 2021

LJA Engineering, Inc.
6060 North Central Expressway
Suite 440
Dallas, Texas 75206
Phone 469.621.0710
FRN - F-1386

Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Conduct a public hearing and consider an Ordinance granting a franchise to Universal Natural Gas, LLC for the transportation, delivery, sale, and distribution of gas in, out of, and through the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Universal Gas, LLC is seeking to increase their footprint in North Texas, including expanding their infrastructure into Anna, Texas. Universal Gas currently serves customers in Montgomery, Harris, Grimes, and Comal Counties. Many of their current customers are in the Houston area. They are specifically seeking to provide natural gas utilities in several upcoming development projects in the community. As such, Universal Gas is requesting a gas franchise in the City of Anna to allow them to conduct their business.

Franchise utilities in the State of Texas are overseen and regulated by the Texas Railroad Commission. Cities have limited authority to regulate franchise utilities, however Cities do have the authority to grant the use of public streets, easements, and rights-of-way by franchise utility companies. The proposed ordinance would allow Universal Gas to have the right to construct and maintain gas mains in public rights-of-way for the distribution of natural gas to Anna neighbors. In return, the City receives a franchise fee in the amount of 5% of Gross Revenues Universal Gas receives from the sale of gas to all customers within the City of Anna.

The Ordinance has been prepared by the City Attorney. City staff has researched Universal Gas and their subsidiaries and finds no reason to make any recommendation other than to approve the Ordinance as presented.

FINANCIAL IMPACT:

The adoption of the Ordinance will allow the City to receive the franchise utility rate of 5% of all gross sales made by Universal Gas, LLC in the City of Anna.

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.

ATTACHMENTS:
1. Gas Franchise Ord C03029D20210616CR2

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 7/7/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

ORDINANCE NO: _____

AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF ANNA, COLLIN COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; PROVIDING FOR A TERM AND EFFECTIVE DATE; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE; PROVIDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of Anna, Texas (hereinafter referred to as "City") has been requested to grant a nonexclusive franchise for the transportation and sale of natural gas to Universal Natural Gas, LLC (hereinafter referred to as "Company"); and

WHEREAS, the City Council of the City finds that it is in the best interest of the City to adopt this franchise ordinance allowing Company to furnish and supply gas to the general public in the City, and to transport, deliver, sell, and distribute gas in, out of, and through the City for all purposes;

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

SECTION 1. GRANT OF AUTHORITY.

A. The City hereby grants to Company and, subject to Section 15, its successors and assigns, consent to use and occupy the present and future Public Right-of-Way, as defined herein, for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, supply, sell, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City's corporate limits, as such limits may be amended from time to time during the term of this Franchise.

B. Said consent being granted for a term ending September 30, 2031. Unless written notice of its intent to renegotiate is provided by either the City or Company at least 180 days prior to the expiration of any term, the Franchise shall be extended for up to two (2) additional terms ("Renewal Terms") of five (5) years each on the same terms and conditions as set forth herein.

C. The provisions set forth in this Ordinance represent the terms and conditions under which Company shall construct, operate, and maintain the System within City, hereinafter sometimes referred to as the "Franchise." In granting this Franchise, City does not in any manner surrender or waive its regulatory or other rights, powers and immunities under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future

ordinances of City, including but not limited to generally applicable ordinances regulating the use of Public Right-of-Way including without limitation the Public Right-Of-Way Management Ordinance; provided, however, that in the event the terms of such ordinances conflict with the terms of this ordinance, then the terms of this ordinance shall control. To the extent of any conflict between any ordinance and the City Charter, the City Charter shall control. Company, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in City shall be in full force and effect and subject to the exercise thereof by City at any time. Notwithstanding anything in this Ordinance to the contrary, Company's acceptance of the terms of this Ordinance shall in no way affect or impair Company's rights, obligations or remedies under any federal or state law or regulation, nor shall such acceptance be deemed a waiver, release or relinquishment of Company's rights to contest, appeal or file suit with respect to any action or inaction of the City, including adoption of ordinances by the City, that Company believes is contrary to this Ordinance or any federal or state or regulation.

D. Nothing in this ordinance waives any governmental immunity available to the City under Texas law. This ordinance is not intended to create a cause of action or liability for the benefit of third parties, but is solely for the benefit of the Company and the City. This ordinance is not intended to limit the ability of City or Company to settle claims through mediation.

SECTION 2. DEFINITIONS.

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

a. "Affiliate" shall mean in relation to Company, a Person that controls, is controlled by, or is under common control with Company. As used in this definition, the term "control" means, with respect to a Person that is a corporation, the ownership, directly or indirectly, of more than 50% of the voting securities of such Person or, with respect to a Person that is not a corporation, the power to direct the management or policies of such Person, whether by operation of law, by contract, or otherwise.

b. "City" shall mean the City of Anna, Texas.

c. "City Charter" shall mean the City's Home Rule Charter, as amended.

d. "City Code" shall mean The Anna City Code of Ordinances, as amended

e. "Company" shall mean Universal Natural Gas, LLC a Texas limited liability company, its successors and assigns, but does not include an Affiliate, which shall have no right or privilege granted hereunder except through succession or assignment in accordance with Section 15.

f. "Franchise Fee(s)" shall mean five percent (5%) of Gross Revenues due to the City as described in further detail in Section 11.A.

g. "Gross Revenues" shall mean:

(1) all revenues, direct or indirect, derived by Company from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within Town) within the Town;

(2) all revenues received by Company from the transportation of gas through the System of Company within the City to customers located within the Town;

(3) the purchase price or, if the purchase price is not disclosed to the Company by the Transport Customer, the value of gas transported by the Company for Transport Customers through the System of Company within the City ("Third Party Sales") (excluding the value of any gas transported to another gas utility in the City for resale to its customers within the Town). Company shall request that each Transport Customer of the Company disclose to the Company the purchase price of said gas. Should the Transport Customer fail or refuse to disclose such purchase price to Company, the value of such gas shall be established by utilizing 110% of the Houston Ship Channel index of prices for large package of gas as published each month in "Inside FERC's Gas Market Report" under "Delivered Spot-Gas Prices" (or a successor publication or another publication agreed upon by City and Company) as reasonably near the time as the transportation service is performed;

(4) Franchise Fees or other fees paid pursuant to this Ordinance, and the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas; contributions in aid of construction (including but not limited to builder contributions); charges to handle returned checks from consumers within the Town; and State gross receipts fees. "Miscellaneous charges" may include certain other service charges that have, from time to time, been authorized in the rates and charges on file with the City. Any such service charge not already described in this Subsection 2.g.(4) will be included in the definition of Gross Revenues; and

(5) monies received from the lease of System Facilities within the Public Right-of-Way;

Notwithstanding the foregoing, "Gross Revenues" shall not include:

(A) the revenue of any Affiliate or subsidiary of Company;

(B) other than fees specifically included within the definition of Gross Revenues and Franchise Fees payable pursuant to this Ordinance, any taxes or fees required to be remitted to a third party, including the Town;

(C) interest or investment income earned by Company;

(D) monies received from the lease or sale of real or personal property except for the lease of System Facilities within the Public Right-of-Way;

(E) amounts billed or collected from Company's customers for refundable fees and deposits;

(F) State or federal grants, credits or reimbursements;

(G) reimbursements for damage to, or relocation of, any part of the System;

(H) amounts billed or collected by the Company from its customers for charitable contributions such as Operation Roundup®; and

(I) revenues billed but not ultimately collected or received by the Company.

h. "Person" shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context clearly intends otherwise, include City or any employee, agent, servant, representative or official of City.

i. "Public Right-of-Way" shall mean public streets, alleys, highways, bridges, public easements, public places, public thoroughfares, grounds, and sidewalks of City, as they now exist or may be hereafter constructed, opened, laid out, or extended within the present limits of City, or in such territory as may hereafter be added to, consolidated, or annexed to City.

j. "Public Right-Of-Way Management Ordinance" shall mean the City's public right-of-way management ordinance set forth in Article 10.03 of the City Code.

k. "System" or "System Facilities" shall mean all of Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections, and all other appurtenant equipment used in or incident to providing delivery, transportation, distribution, supply and sales of natural gas for heating, lighting, and power, located in the Public Right-of-Way within the corporate limits of the City.

l. "Transport Customer" shall mean any Person for which Company transports gas through the System of Company within the Public Right-of-Way for delivery within the City.

SECTION 3. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF COMPANY SYSTEM FACILITIES.

A. All use and occupancy and all construction, reconstruction, expansion, repairs, excavation, or other work performed by Company, and all of Company's System installed in Public Right-of-Way, shall be in accordance with all generally applicable City codes and ordinances not in conflict with this Franchise, including without limitation the City Code, applicable building codes, City standard construction details applicable to the construction of public improvements, the Public Right-Of-Way Management Ordinance, subdivision ordinance, tree preservation ordinance, outdoor lighting ordinance, and the zoning ordinance, as may be hereafter adopted or amended. Company shall be responsible for all repairs and maintenance

resulting from any defects, impairments, or other substandard conditions of City property, including any disturbed, damaged or destroyed landscaping material, caused in whole or in part by the construction, maintenance, expansion, reconstruction, operation or use of City property by Company. Provided, however, that Company will not be responsible for repairs or maintenance to City facilities that Company or another party damages due to City's failure to mark, or City's incorrect marking of, City facilities but only in the event that Company requests that the City mark said facilities and has received written confirmation from City that such facilities have been marked at least seven business days before said damage occurs.

B. Upon request of the City, Company shall remove and abate any portion of the System that is dangerous to life or property in accordance with any applicable law. Company shall operate and maintain its System and its related System Facilities in material compliance with applicable federal, state, and local laws governing natural gas facilities.

C. Company or contractors working on behalf of Company shall be required to obtain permits for construction in Public Right-of-Way as provided in City ordinances but shall not be required to pay the City's permit fees.

D. The City reserves the right to lay, and permit to be laid, any facilities, such as stormwater, sewer, gas, water, wastewater and other pipelines, cable, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Right-of-Way occupied by Company. The City also reserves the right to change or permit to be changed in any manner any curb, sidewalk, highway, alley, public way, street, and utility lines, storm sewers, drainage basins, drainage ditches, and other City facilities. If City damages Company's System or System Facilities while doing work on City facilities, Company shall repair any such damage at City's expense. Provided, however, that City will not be responsible for repairs to Company facilities that City or another party damages due to Company's failure to mark, or Company's incorrect marking of, Company facilities but only in the event that City requests that the Company mark said facilities and has received written confirmation from Company that such facilities have been marked at least seven business days before said damage occurs. If Company damages any City facilities while doing work on Company Facilities, City shall repair any such damage at Company's expense. The City shall not be liable for any direct or consequential damage to Company or its customers that may arise from any interruption of service; and Company shall hold the City harmless and indemnify the City for said damages.

E. When Company is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Right-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local, or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through City, Company costs and expenses shall be included in any application by

City for reimbursement if Company submits its cost and expense documentation to City prior to the filing of the application. City shall make all reasonable efforts to provide reasonable written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City in order for City to be able to submit its application for reimbursement to such program in a timely manner. Upon receipt of an amount of reimbursement intended for utility relocation including, but not limited to, gas utilities, City shall remit to Company, within sixty (60) days of receipt, the portion of reimbursement related to the relocation or removal of Company's facilities.

F. Whenever by reason of the changes in the grade of City property, or in the location or the manner of construction, repair, maintenance, relocation, widening, raising or lowering of any public street, alley, right -of-way, water line or pipe, gas line or pipe, sewer, or any other underground or overhead facility or structure for any reasonable and lawful purpose deemed necessary by the City, the Company shall at its own cost and expense, move, relocate, change, alter or modify any of its facilities including underground or overhead facilities located in any public street, alley, right-of-way or other property owned or occupied by the Town; such relocation shall be promptly made by Company when ordered in writing by the City, without claim for reimbursement or damages against the City. When Company is required to remove or relocate its mains, laterals or other System Facilities to accommodate construction by City without reimbursement from City, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. When Company is required to remove or relocate its mains, laterals or other facilities to accommodate construction or widening of streets or alleys or other facilities or structures constructed for a governmental purpose by City as a result of Federal, State, County, City or other programs and is not reimbursed, Company shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 et al of the Texas Utilities Code, as amended.

G. If City abandons any portion of the Public Right-of-Way in which Company has System Facilities, for public safety reasons or in furtherance of a public project, City shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Company. If City determines, in its sole discretion, that the continued use of the Public Right-of-Way by Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section 11, and to the maximum extent of its right to do so, City shall grant Company an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of Company. If City determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of this Section 3, for relocating its System from such Public Right-of-Way, as directed by City. If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by City to a third party, such action shall be conditioned upon Company's right to maintain use of the former Public Right-of-Way. If

the third party requests Company to relocate its System from the former Public Right-of-Way, and if such relocation is agreed to by Company, such relocation shall be at the expense of the party requesting same. In addition, in the event of a third party requesting the relocation, if the relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

H. The City reserves the right to authorize someone other than the Company to occupy Public Right-of-Way. In the event that the City authorizes someone other than the Company to occupy any Public Right-of-Way, such grant shall not unreasonably interfere with the non-exclusive rights herein granted to Company.

I. Permits

(1) Company's facilities shall not unreasonably interfere with Town-owned or controlled facilities and with vehicular and pedestrian use of Public Right-of-Way.

(2) Company shall not be required to submit a permit application for the placement of facilities outside of the Public Right-of-Way; however, Company shall provide detailed drawings, in accordance with Company's customary practice, reflecting Company's installations on private property to the extent necessary for City to verify compliance with City ordinances related to zoning, development, building regulations, and setbacks, and for easement verification.

(3) Company shall submit a permit application to City for the placement of new facilities, for upgrade or augmentation of existing facilities, or for replacement of existing facilities in the Public Right-of-Way. Such permit application shall include:

(A) complete plans and detailed drawings reflecting compliance with all applicable zoning, development, and building requirements of the Town; and

(B) all additional information requested by City reasonably related to the permit request.

(4) Except as otherwise provided in this Section 3.I., following the submission of a permit application described herein, notice of City's approval or denial of Company's request for a permit shall be provided in accordance with City's usual procedures for processing of permit applications included but not limited to the City's Public Right-Of-Way Management Ordinance to the extent applicable.

(5) City shall endeavor to complete its review of Company's application within thirty (30) days after City's receipt of the permit application. Prior to the expiration of the said thirty (30) day period, City shall request any additional information that is necessary to complete its review of Company's application. City shall issue a decision regarding

Company's permit application within fifteen (15) days after receipt of the additional information. If City reasonably determines that the additional information is not sufficient to complete the review of Company's application, the City may request additional information. City shall issue a decision regarding the application within fifteen (15) days after receipt of all additionally requested information.

(6) The Company may proceed with the placement of the facilities described in its permit application if written notice of City's approval or denial of Company's request for a permit is not provided within:

(A) Fifteen days' after receiving written notice from the Company stating that Thirty (30) days have elapsed since Company filed its application for a permit with and City has not after receipt by City of the permit application (if no additional information was requested by Town), or

(B) if City requested additional information under Section 3(I)(5), fifteen days' after receiving written notice from the Company stating that Fifteen (15) days have elapsed since Company supplied the additional information requested by the Town; provided, however, that City has determined the additional information is sufficient to complete the review of Company's application.

(7) A permit application approved by the City shall be valid for a period of time consistent with the amount of time reasonably required and submitted in the permit application for the Company to perform the work described in the permit application. City shall grant an extension of such time as reasonably required to complete such work upon City's receipt of Company's request in writing for such an extension, but in no case shall the extended period exceed six (6) months from the date of such written request.

J. Laying of Lines in Advance of Paving.

(1) Whenever the City elects to pave any Public Right-of-Way in which Company's System Facilities already exist or in which Company may propose to install its System Facilities, Company will be provided the opportunity, at no expense to City, in advance of such paving to modify such System Facilities and to lay new System Facilities in such Public Right-of-Way.

(2) At least ninety (90) calendar days prior to the planned paving or repaving of Public Right-of-Way, City shall give Company written notice of the intention of City to pave any such Public Right-of-Way. Upon receipt of such notice, Company shall initiate its review process to determine the need to modify its System Facilities, and the need to lay or modify service lines underneath the portions of the Public Right-of-Way to be paved. If Company

determines such a need, Company shall promptly initiate such work and shall thereafter proceed in a good faith and workmanlike manner to completion of the necessary work within ninety (90) calendar days after receipt of the notice from the City. Company's failure to complete the necessary work within the ninety (90) day period may be excused at the City's discretion, if Company has promptly notified the City of the circumstances that have caused the delay, and has requested an extension of the construction period. City shall grant the extension unless withheld for good cause.

K. Maps. In addition to maps provided as part of the permit application process, upon request by City made no more often than once in any 12-month period, Company shall provide maps showing the location of its primary System Facilities. In addition, Company shall cooperate in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

SECTION 4. LIABILITY INSURANCE.

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Franchise, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

A. Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars ($5,000,000) per occurrence and ten million dollars ($10,000,000) aggregate. This coverage shall include the following:

(1) Products/completed operations to be maintained for a warranty period of 2 years,

(2) Personal and advertising injury,

(3) Contractual liability, and

(4) Explosion, collapse, or underground (XCU) hazards.

B. Automobile liability coverage with a minimum policy limit of one million dollars ($1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.

C. Workers compensation and employers liability coverage. Statutory workers compensation benefits in accordance with the statutes and regulations of the State of Texas. Company must provide the City with a waiver of subrogation for workers compensation claims.

D. Any contractors or subcontractors working in the Public Right-of-Way on behalf of Company are agents of Company. Company shall remain the responsible party for damage to and/or in the Public Right-of-Way resulting from any work of Company or its agents. City shall submit claims for any such damage to the Public Right-of-Way to Company. Upon request, Company shall provide the City with

proof of insurance for any of Company's contractors or sub-contractors that perform work in the Public Right-of-Way.

E. The Company will provide proof of insurance in accordance with this Franchise within thirty (30) days of the effective date of the Franchise. Company will not be required to furnish separate proof when applying for permits.

SECTION 5. EXTENSIONS FOR CUSTOMERS.

Company shall, at its expense, extend distribution mains in any street up to one hundred (100) feet for any one residential or commercial customer so long as the customer at a minimum uses gas for unsupplemented space heating and water heating. Company shall not be required to extend transmission mains in any Public Right-of-Way within City or to make a tap on any transmission main within City unless Company agrees to such extension by a written agreement between Company and a customer.

SECTION 6. PROVISION OF GAS SERVICE.

Company shall provide gas service to any Person having a service location within the City in accordance with Company's tariff and service rules and regulations.

SECTION 7. CUSTOMER SERVICE STANDARDS; LOCAL PAYMENT LOCATION.

A. Company shall maintain a local, toll-free or collect call telephone access line which will be available to its customers 24 hours a day, seven days a week.

B. Company shall make a good faith effort to maintain within City one or more locations where customers can pay their bills. In no circumstance shall the absence of such a location be considered a violation of a material provision of this Franchise as outlined in Section 13.

C. Company shall at all times furnish gas service in accordance with Company's tariff and service rules and regulations, and any Railroad Commission of Texas "Quality of Service" rules applicable to the Company's provision of gas service within the City.

D. Company shall provide City with at least thirty (30) days advance written notice of any changes in rates, charges or certificated service area and deregulation, where such changes apply to any area covered by this Franchise.

SECTION 8. RATES.

Company's rates and charges shall be established and shall be subject to revision and change in accordance with all applicable statutes and ordinances. Company shall maintain on file with City copies of its current tariffs, schedules or rates and charges, customer service provisions, and line extension policies.

SECTION 9. INDEMNITY.

A. In consideration of the granting of this Franchise, Company agrees to indemnify, defend, and hold harmless City, its officers, agents, employees (City and such other persons and entities being

collectively referred to herein as "Indemnitees"), from and against all damages (including but not limited to attorney fees and related expenses and expert witness fees and related expenses), suits, actions or claims of injury to any person or persons, or damages to any property brought or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property to the extent caused by Company's intentional and/or negligent acts or omissions in connection with Company's operations; except that the indemnity provided for in this paragraph shall not apply to the extent any liability is determined to have resulted from negligence or intentional acts or omissions of City, its officers, agents, and employees. In the event of joint and concurrent negligence or fault of both Company and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and City, responsibility for all costs of defense shall be apportioned between City and Company based upon the comparative fault of each.

B. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Franchise. If such written notice advises Company of the foregoing 7-business day period to retain defense counsel and Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all defense costs (including but not limited to attorney fees and related expense and expert witness fees and related expenses) incurred by City, except as set out in Section 9.A.

C. Company will require its self-insurance to respond to the same extent as if an insurance policy had been purchased naming the City as an additional insured, and any excess coverage purchased for the sole purpose of insuring Company's obligations pursuant to this agreement will name the City as an additional insured up to the amounts required by City's ordinance.

D. The obligations set forth in this Section 9 shall survive the termination of this Franchise.

SECTION 10. NON-EXCLUSIVE FRANCHISE.

The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 11. FRANCHISE FEE; PAYMENTS TO CITY.

A. In consideration of the privilege granted by the City to Company to use and occupy the Public Right-of-Way in the City for the purposes stated herein, Company and its successors and assigns agree to deliver and pay to City, and City agrees to accept, a Franchise Fee in an amount equivalent to five

percent (5%) of the Company's Gross Revenues as defined in Section 2.g. The initial payment shall be paid to the City by Company on or before the "Due Date" for the "Quarter", as set forth below, in which the effective date of this Ordinance occurs, and shall include Gross Revenues received by Company from the effective date of this Ordinance. Thereafter the Company shall pay the Franchise Fee quarterly as follows:

Due Date	Quarter
May 15	First (January 1 - March 31)
August 15	Second (April 1 - June 30)
November 15	Third (July 1 - September 30)
February 15	Fourth (October 1 - December 31)

B. Each payment due during the term of this Ordinance will be made on or before the close of business on the payment due date. If any payment due date required by this Ordinance falls on a weekend or declared bank holiday, payment shall be made by the close of business on the next business day.

C. It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. Except however, Company's separate obligations to reimburse the City for City's reasonable rate case expenses and for street and other repairs in accordance with City's ordinances, are not affected by Company's payment of Franchise Fees hereunder. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of occupation taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay any such occupation taxes, licenses, charges, fees, or rentals.

D. If Company fails to pay when due any payment provided for in this section, Company shall pay such amount plus interest consistent with the rate for customer deposits under Texas Utilities Code Section 183.003 from such due date until payment is received by City.

E. Company Franchise Fee Recovery Tariff

(1) Company may file with the City a tariff or tariff amendment(s) to provide for the

recovery of the Franchise Fees under this agreement.

(2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates, or tariff which provide for 100% recovery of such Franchise Fees as part of Company's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Company's Franchise Fees is an issue, the City will take an affirmative position supporting 100% recovery of such Franchise Fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such Franchise Fees by Company; and (iv) it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such Franchise Fees by Company.

F. This Franchise is granted solely to Company. Company is not authorized to license or lease to any person or entity the right to occupy and use any Public Right-of-Way for any private business or other purpose. Transportation service provided by Company to or for others shall not be considered a licensing or leasing of any right to occupy and use any Public Right-of-Way.

G. Upon receipt of written notice from the City that the City has annexed or disannexed any area, including a map showing the area annexed or disannexed, Company shall promptly initiate a process to reclassify affected customers into the City limits no later than sixty (60) days after receipt of notice from City. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax. Upon request from City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating Franchise Fees.

SECTION 12. BOOKS AND RECORDS.

A. Company agrees that on the same date that payments are made, as provided in Section 11, it will file with the City Secretary a sworn report showing the Gross Revenues, as defined herein, received by Company from the sale of gas to its residential, commercial, and industrial customers and from the transportation of gas within the City during the calendar quarter preceding the date of payment. Such report shall also include the total cost of gas transported by Company for customers based on the information as disclosed by such customers to Company during the calendar quarter preceding the date of payment or on the index price, if applicable.

B. City may, if it sees fit, upon reasonable notice to the Company, have the books and records of Company examined by an auditor designated by City to ascertain the correctness of the reports agreed to be filed herein. Company shall make available, during normal working hours and upon reasonable notice, such personnel and records as the auditor may in its reasonable discretion request in order to complete such

audit and shall make no charge to the City therefor. Company shall assist City in its review by providing all requested information no later than fifteen business (15) days after receipt of a request. The cost of the audit shall be borne by City unless the audit discloses that the Company has underpaid the Franchise Fee by 5% or more, in which case the reasonable costs of the audit shall be immediately reimbursed to the City by the Company. If such an examination reveals that Company has underpaid City, then upon receipt of written notification from City regarding the existence of such underpayment, Company shall undertake a review of City's claim and if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with Section 11.D. Should Company determine through examination of its books and records that City has been overpaid, upon receipt of written notification from Company regarding the existence of such overpayment, City shall review Company's claim and if said overpayment is confirmed, remit the amount of overpayment to Company including any interest calculated in accordance with Section 11.D.

C. If the Company provides confidential or proprietary information to the City or its auditor, the Company shall be solely responsible for identifying such information with markings calculated to bring the City's attention to the proprietary or confidential nature of the information. The City agrees to maintain the confidentiality of any non-public information obtained from Company so designated to the extent allowed by law. City shall not be liable to Company for the release of any information the City is required to release by law. If the City receives a request under the Texas Public Information Act that includes Company's proprietary or confidential information, City will notify the Texas Attorney General of the proprietary or confidential nature of the document(s). The City also will provide Company with a copy of this notification, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information.

SECTION 13. TERMINATION.

A. Right to Terminate. In addition to any rights set out elsewhere in this Ordinance, City reserves the right to terminate the Franchise and all rights and privileges pertaining thereto, in the event that Company violates any material provision of the Franchise and fails to cure such violation within any applicable cure period.

B. Procedures for Termination.

(1) Subject to the further provisions of this Section 13 (B)(1), City may, at any time, terminate this Franchise for a continuing material violation by Company of any of the substantial terms hereof. In such event, City shall give to Company written notice, specifying all grounds on which termination or forfeiture is claimed, by registered mail, addressed and delivered to Company at the address set forth in Section 14.A. hereof. Company shall have sixty (60) days after the receipt of such notice within which to cease

such violation and comply with the terms and provisions hereof. In the event Company fails to cease such violation or otherwise comply with the terms hereof, then Company's Franchise is subject to termination under the following provisions. Provided, however, that if Company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the Franchise will not be terminated. Notwithstanding the foregoing or any other provision of this Franchise, if a violation of this Franchise can be cured by the Company's immediate payment of money to City or a third party, Company shall have a maximum of thirty (30) days to cure.

(2) Termination shall be declared only by written decision of the City Council after an appropriate public proceeding whereby Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. Company shall be provided at least fifteen (15) business days prior written notice of any public hearing concerning the termination of the Franchise. In addition, ten (10) days' notice by publication shall be given of the date, time and place of any public hearing to interested members of the public.

(3) City, after full public hearing, and upon finding material violation or failure to comply, may terminate the Franchise or excuse the violation or failure to comply, upon a showing by Company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the City Council.

(4) Nothing herein stated shall preclude Company from appealing the final decision of the City Council to a court or regulatory authority having jurisdiction.

(5) Nothing herein stated shall prevent City from seeking to compel compliance with the terms of this Franchise by suit in any court of competent jurisdiction if Company fails to comply with the terms of this Franchise after due notice and the providing of adequate time for Company to comply with said terms.

SECTION 14. NOTICES.

A. Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be deemed to have been served and received: (i) if delivered in person to the address set forth below with receipt signed by an agent of recipient; (ii) three (3) business days after deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) upon receipt if delivered

to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY
City Manager
City of Anna
111 N. Powell Parkway
Anna, Texas 75409

With copies to:
Wolfe, Tidwell & McCoy, LLP
Attn: Clark McCoy
2591 Dallas Parkway, Suite 300
Frisco, Texas 75034

COMPANY
Universal Natural Gas, LLC
9750 FM 1488 Road
Magnolia, Texas 77354
Attn: President

B. The Company shall provide to the City a local or toll-free telephone number that is manned twenty-four (24) hours a day, seven (7) days a week to provide available information relating to emergency situations. The City understands that this telephone number is not equipped to handle calls from the public, and the City will not provide this number to customers, but will direct them to the Company's Call Center. If the Company cannot timely respond to an emergency with Company employees, the Company will attempt to respond to the emergency with qualified local contractors. The Company's contact information shall be kept current at all times. The Company and the City shall, upon request by either party, meet to discuss and address emergency response issues, in order to rectify any problems identified by either party.

SECTION 15. SUCCESSORS AND ASSIGNS.

The Company may, without consent by City, transfer or assign the rights granted by this Franchise to an Affiliate. Company shall give prior written notice to City of such intended transfer or assignment and shall provide in such notice identifying information of the Affiliate, including contact information for routine and emergency matters. City will otherwise have the right to approve the transfer or assignment of this Franchise to a non-Affiliate. City shall grant approval unless the assignee is materially weaker than the Company. For the purpose of this section, "materially weaker" means that the long term unsecured debt rating of the assignee is less than investment grade as rated by both S&P and Moody's. The City may request additional documents and information reasonably related to the transaction and to the legal, financial, and technical qualifications of the assignee. City agrees that approval of a transfer or assignment

to a non-Affiliate that is materially weaker shall not be unreasonably withheld or delayed. The terms and conditions contained in this Ordinance shall be binding upon Company, its successors, and assigns. Upon request by City, Company shall require its successor, transferee, or assignee to provide City with a written express assumption of all rights and obligations under this Franchise.

SECTION 16. RENEGOTIATION.

If either City or Company requests renegotiation of any term of this Ordinance, Company and City agree to renegotiate in good faith revisions to any and all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Franchise.

SECTION 17. NO WAIVER.

Either City or Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION 18. SEVERABILITY; GOVERNING LAW.

This Ordinance and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. If any term or provision of this Ordinance is held to be illegal, invalid, or unenforceable, the legality, validity, or unenforceability of the remaining terms or provisions of this Ordinance shall not be affected thereby. This Ordinance shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. This Ordinance is performable in Collin County, Texas, and exclusive venue for any action concerning this Ordinance, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

SECTION 19. ACCEPTANCE OF FRANCHISE.

City shall provide Company with a certified copy of this Franchise by certified mail within five (5) business days of passage. In order to accept this Franchise, Company must file with the City Secretary its written acceptance of this Franchise Ordinance within thirty (30) days after its final passage and approval by City in substantially the same form as set forth in this Section 19 in the italicized text below or in another form acceptable to the Town:

[DATE]

City of Anna, Texas
111 N. Powell Parkway
Anna, Texas 75409
Attention: City Manager

RE: Universal Natural Gas, LLC; Ordinance No. _____

This writing certifies that Universal Natural Gas, LLC, accepts and agrees to be contractually bound by the terms and conditions of Ordinance No. _____, a copy of which is attached hereto as Exhibit A.

Universal Natural Gas, LLC

By: Centric Gas Services, LLC, its sole member

By: _____
Robert S. Barnwell, IV, its President and Chief Operating Officer

If such written acceptance of this Franchise Ordinance is not timely filed by Company, the Franchise Ordinance shall be rendered null and void.

SECTION 20. PARAGRAPH HEADINGS. CONSTRUCTION.

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION 21. ANTI-BOYCOTT VERIFICATION.

A. The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Franchise is a contract for goods or services, will not boycott Israel during the term of this Franchise. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended or redesignated, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Company understands 'affiliate'

to mean an entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

B. The Company represents that neither it nor its parent company, wholly- or majority-owned subsidiaries, or other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,
https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or
https://comptroller.texas.gov/purchasing/docs/fto-list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Company and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Company understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

SECTION 22. EFFECTIVE DATE.

Upon and subject to Company's written acceptance of this Ordinance, this Ordinance shall become effective as of the first day of the calendar month that is not less than sixty (60) days after the final passage of this Ordinance by the City, and as of such effective date shall supersede and replace any previous franchise agreement between City and Company.

DULY PASSED by the City Council of the City of Anna, Texas, this the ____ day of _____, 2021.

ATTEST:

_____
Carrie L. Land, City Secretary

APPROVED:

_____
Nate Pike, Mayor

APPROVED AS TO FORM:

_____
Clark McCoy, City Attorney

STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF ANNA §

I, Carrie L. Land, City Secretary of the City of Anna, Collin County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Anna, Texas, at a duly noticed meeting, held on the _____ day of _____, 2021.

WITNESS MY HAND AND SEAL OF SAID CITY, this the ___ day of _____, 2021.

_____
Carrie L. Land, City Secretary
City of Anna, Texas

Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute Master Agreements for SCADA and Well Services for the Public Water and Sanitary Sewer Systems in the City of Anna. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna completed a comprehensive RFQ (Request for Qualifications) process for many professional and specialty construction services earlier this year. The goal of the RFQ process was to identify highly qualified firms to utilize for upcoming (near and long-term) capital projects.

We received excellent participation from the private sector, as over 194 submittals were received across 18 categories. Due to the overwhelming participation in the process by professional firms, staff has had to divide up the selection process. This item pertains to the following categories: SCADA System Installation and Maintenance, and Wells/Pump & Motor Installation & Maintenance. The selections for the remaining categories (Engineering) will be brought to the City Council at the July 27th Coty Council Meeting.

Each submittal was reviewed by City staff related to the specific service area and scored. the City compiled all of the scores for each category to provide a ranking. For the specialty construction services only one firm is being selected for each category due to the limited and unique nature of companies capable of performing these services.

The Master Agreement identifies the qualified firm for the City to contract with as needs arise. When a project is identified, the City will develop a scope and budget and work with the qualified firm to prepare a project specific agreement to be executed between the City and the selected firm. Project Specific Agreements will be brought to Council for approval as required by City policies and procedures.

FINANCIAL IMPACT:

None at this time. When a project arises the City will identify a project scope and enter into a project specific agreement with the qualified firm.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENTS:
1. Master Agreement for Specialty Construction Services
2. Master Agreement for Specialty Construction Services

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 7/8/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

Specialty Construction Service Project Order # _____

Pursuant to and subject to the referenced Master Agreement for Specialty Construction Services ("Master PSA")), between the City and Firm, City hereby requests that Firm perform, and Firm agrees to perform, the work described below upon the terms and conditions set forth in said Master PSA, which are incorporated herein by reference for all purposes, and in this "Specialty Construction Project Order" (SCPO).

MAPES #	**MASTER PSA CATEGORY:** _____
	ANNA PROJECT CODE: _____

FIRM NAME _____

Project Name: _____

Contractor Project #: _____

Of Consecutive Business Days to Complete Project: _____

Original Project Fee: _____

OWNER OPTIONAL INFORMATION:

1. **Date and Time to Commence:** Upon Receipt of Signed Specialty Construction Project Order, City's purchase order and Notice to Proceed
2. **Other:** Architectural Barrier Requirements: Yes ___ No ____

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: City of Anna Accounts Payable P.O. Box 776 Anna, TX 75409 Include work order number, PO number, billing period, and project name.

Commented [CM1]: Is this correct for Anna?

Documents:

The "SCPO DOCUMENTS" as that term is used herein, shall mean and include the following documents, and expressly incorporates the following by reference for all purposes.

a. Master Agreement for Specialty Construction Services / Category:_____effective _____; and
b. This Specialty Construction Services Project Order (SCPO) #_____; and

This SCPO shall incorporate the terms of all the documents in their entirety. To the extent that there are any conflicts with provisions of the Master PSA, this SCPO or each other, the provisions of the Master PSA, then the provisions of this SCPO shall prevail in that order.

Scope of Services (describe in detail):

Schedule of Work and Completion Deadline(s):

Acceptance:

The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

CITY OF ANNA, TEXAS	**FIRM:**
_____	_____
Signature	Signature
Jim Proce - City Manager	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

Commented [CM2]: The signature block for the firm must be identical to the signature block for the firm in the Master PSA as confirmed by the City Attorney upon request from City staff.

THE CITY OF Anna

Specialty Construction Service Project Order # _____

Pursuant to and subject to the referenced Master Agreement for Specialty Construction Services ("Master PSA")), between the City and Firm, City hereby requests that Firm perform, and Firm agrees to perform, the work described below upon the terms and conditions set forth in said Master PSA, which are incorporated herein by reference for all purposes, and in this "Specialty Construction Project Order" (SCPO).

MAPES #	**MASTER PSA CATEGORY:** _____
	ANNA PROJECT CODE: _____

FIRM NAME _____

Project Name: _____

Contractor Project #: _____

Of Consecutive Business Days to Complete Project: _____

Original Project Fee: _____

OWNER OPTIONAL INFORMATION:

1. **Date and Time to Commence:** Upon Receipt of Signed Specialty Construction Project Order, City's purchase order and Notice to Proceed
2. **Other:** Architectural Barrier Requirements: Yes ___ No ____

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: City of Anna Accounts Payable P.O. Box 776 Anna, TX 75409 Include work order number, PO number, billing period, and project name.

Documents:

The "SCPO DOCUMENTS" as that term is used herein, shall mean and include the following documents, and expressly incorporates the following by reference for all purposes.

a. Master Agreement for Specialty Construction Services / Category:_____effective _____; and
b. This Specialty Construction Services Project Order (SCPO) #_____; and

This SCPO shall incorporate the terms of all the documents in their entirety. To the extent that there are any conflicts with provisions of the Master PSA, this SCPO or each other, the provisions of the Master PSA, then the provisions of this SCPO shall prevail in that order.

Scope of Services (describe in detail):

Schedule of Work and Completion Deadline(s):

Acceptance:

The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

CITY OF ANNA, TEXAS	**FIRM:**
_____	_____
Signature	Signature
Jim Proce - City Manager	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute Master Agreements for Planning and Zoning, Architecture, Design Build, and Parks and Landscaping Design Services in the City of Anna Texas in a form approved by the City Attorney. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna completed a comprehensive RFQ (Request for Qualifications) process for many professional services earlier this year. The goal of the RFQ process was to identify highly qualified professional service firms to utilize for upcoming (near and long-term) capital projects.

We received excellent participation from the private sector, as over 194 submittals were received across 18 categories. Due to the overwhelming participation in the process by professional firms, staff has had to divide up the selection process. This item pertains to the following categories: Planning & Zoning, Architecture, Design-Build, Parks Planning and Landscape Architecture. A separate agenda item is provided for SCADA and Well/Pump/Motor services. Finally, the selections for the remaining categories (Engineering) will be brought to the City Council at the July 27th Coty Council Meeting.

Each submittal was reviewed by City staff related to the specific service area and scored. the City compiled all of the scores for each category to provide a ranking. Finally, anywhere from 0 to 5 firms were selected for each category. The number of firms selected in a given category was based upon the quality of participation (number of high scoring submittals received) and projected need (number of likely projects in the category in the next 5 years).

The Master Agreements will create a short list of qualified firms for the City to contract with as needs arise. The City will select from the pool of qualified firms for a specific project, and at that time a project specific agreement will be executed between the City and the selected firm. Project Specific Agreements will be brought to Council for approval as required by City policies and procedures.

FINANCIAL IMPACT:

None at this time. When specific projects are developed and funded, the appropriate consultants will be selected from the pool of pre-selected firms, and a scope and budget will be identified.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

ATTACHMENTS:

1. Master Agreement for Professional Services
2. Resolution - Authorizing City Manager Master Agreement for Professional Services

APPROVALS:

Gregory Peters, Director of Public Works	Created/Initiated - 7/7/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

THE CITY OF
Anna

Professional Service Project Order # _____

Pursuant to and subject to the referenced Master Agreement for Professional Services ("Master PSA")), between the City and Firm, City hereby requests that Firm perform, and Firm agrees to perform, the work described below upon the terms and conditions set forth in said Master PSA, which are incorporated herein by reference for all purposes, and in this "Professional Service Project Order" (PSPO).

MAPES #	**MASTER PSA CATEGORY:** _____
	ANNA PROJECT CODE: _____

FIRM NAME _____

Project Name: _____

Consultant Project #: _____

Of Consecutive Business Days to Complete Project: _____

Original Project Fee: _____

OWNER OPTIONAL INFORMATION:

1. **Date and Time to Commence:** Upon Receipt of Signed Professional Services Project Order, City's purchase order and Notice to Proceed
2. **Other:** Architectural Barrier Requirements: Yes ___ No ____

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: City of Anna Accounts Payable P.O. Box 776 Anna, TX 75409 Include work order number, PO number, billing period, and project name.

Commented [CM1]: Is this correct for Anna?

Documents:

The "PSPO DOCUMENTS" as that term is used herein, shall mean and include the following documents, and expressly incorporates the following by reference for all purposes.

a. Master Agreement for Professional Services / Category:_____effective _____; and
b. This Professional Services Project Order (PSPO) #_____; and

This PSPO shall incorporate the terms of all the documents in their entirety. To the extent that there are any conflicts with provisions of the Master PSA, this PSPO or each other, the provisions of the Master PSA, then the provisions of this PSPO shall prevail in that order.

Scope of Services (describe in detail):

Schedule of Work and Completion Deadline(s):

Acceptance:

The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

CITY OF ANNA, TEXAS	**FIRM:**
_____	_____
Signature	Signature
Jim Proce - City Manager	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

Commented [CM2]: The signature block for the firm must be identical to the signature block for the firm in the Master PSA as confirmed by the City Attorney upon request from City staff.

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE MASTER AGREEMENTS FOR PROFESSIONAL SERVICES INCLUDING ARCHITECTURAL DESIGN, DESIGN-BUILD, LAND PLANNING & ZONING, AND LANDSCAPE ARCHITECTURE AND PARK PLANNING SERVICES IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna conducted a public Request for Qualifications process to seek qualified professional service firms for future projects in the City of Anna; and,

WHEREAS, the City of Anna Request for Qualifications Process included the review and scoring of all submittals received in order to identify the most qualified firms; and,

WHEREAS, the City of Anna is seeking to enter into Master Agreements with the highest scoring firms in order to create a list of qualified firms for future projects; and,

WHEREAS, the City of Anna will select from the list of qualified firms within each specific professional service category to award projects and enter into project-specific agreements as new projects arise; and,

WHEREAS, project specific agreements and funding for new projects shall be subject to the approval of the City Council of the City of Anna as required by City policies and procedures; and,

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

Section 1. **Recitals Incorporated**

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

Section 2. **Authorization of Master Agreements.**

That the City Council of the City of Anna authorizes the City Manager to enter into a Master Agreement for Professional Services with the firms identified in Exhibit “A” attached hereto on behalf of the City of Anna, Texas, in a form approved by the City Attorney as shown in Exhibit “B” attached hereto.

That an executed Master Agreement is not a guarantee of award of a specific project or sum of money for professional services to any individual firm which enters into a Master Agreement. Project Specific Agreements shall be used to award a qualified firm with a

project and shall be subject to the approval of the City Council of the City of Anna as required by City policies and procedures.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this ___ day of July 2021.

ATTEST:	APPROVED:
_____	_____
City Secretary, Carrie Land	Mayor, Nate Pike

Exhibit A
(following Page)

Exhibit A - RFQ Selection for Professional Services - Planning, Facilities, & Parks Group

FIRMS	CATEGORIES			
	Land Planning & Zoning	Architecture	Design-Build	Landscape Architecture and Park Planning
	A	D	E	F
AGCM				
Allana Buick & Bers				
Brinkley Sargent Wiginton		D		
BRW Architects		D		
Byrne			E	
CCA				
Conduit Architecture				
Core				
Crossland			E	
DCBA				
Dunkin Sims Soffels				F
Eikon				
FNI				F
Gensler				
GHC Architects				
GSBS Architects				
Halff				
HP Engineering				
Huitt Zollars				F
HWGC				
Jacobs				F
JE Dunn				
Kimley Horn	A			
Kirkpatrick Architecture Studio				
LaTerra Studio				
Lee Lewis & Randall Scott				
LPA				
Mesa Group	A			
Parkhill Smith & Cooper				
PGAL		D		
Randall Scott Architects				
Smith Group				
Spaw Glass				
Speed Fab-Crete			E	
TNP				F
VAI Architects				
Wright Group				

Legend

	Submitted in Category
D	Selected in Category

Exhibit B
(following Page)

THE CITY OF
Anna

Professional Service Project Order # _____

Pursuant to and subject to the referenced Master Agreement for Professional Services ("Master PSA")), between the City and Firm, City hereby requests that Firm perform, and Firm agrees to perform, the work described below upon the terms and conditions set forth in said Master PSA, which are incorporated herein by reference for all purposes, and in this "Professional Service Project Order" (PSPO).

MAPES #	**MASTER PSA CATEGORY:** _____
	ANNA PROJECT CODE: _____

FIRM NAME _____

Project Name: _____

Consultant Project #: _____

Of Consecutive Business Days to Complete Project: _____

Original Project Fee: _____

OWNER OPTIONAL INFORMATION:

1. **Date and Time to Commence:** Upon Receipt of Signed Professional Services Project Order, City's purchase order and Notice to Proceed
2. **Other:** Architectural Barrier Requirements: Yes ___ No ____

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: City of Anna Accounts Payable P.O. Box 776 Anna, TX 75409 Include work order number, PO number, billing period, and project name.

Documents:

The "PSPO DOCUMENTS" as that term is used herein, shall mean and include the following documents, and expressly incorporates the following by reference for all purposes.

a. Master Agreement for Professional Services / Category:_____effective _____; and
b. This Professional Services Project Order (PSPO) #_____; and

This PSPO shall incorporate the terms of all the documents in their entirety. To the extent that there are any conflicts with provisions of the Master PSA, this PSPO or each other, the provisions of the Master PSA, then the provisions of this PSPO shall prevail in that order.

Scope of Services (describe in detail):

Schedule of Work and Completion Deadline(s):

Acceptance:

The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

CITY OF ANNA, TEXAS	**FIRM:**
_____	_____
Signature	Signature
Jim Proce - City Manager	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:
Conduct a Public Hearing/Consider/Discuss/Action on a Resolution for the East Fork Estates, Lot 8R1 & 8R2, Replat. (Director of Development Services Ross Altobelli)

SUMMARY:
Two single-family residence, detached lots on 3.9± acres located on the south side of East Fork Circle, 2,724± south of W FM 455. Zoned Agricultural.

The purpose of the replat is to subdivide the lot into two Agricultural District lots.

The Planning & Zoning Commission recommended approval.

FINANCIAL IMPACT:
N/A

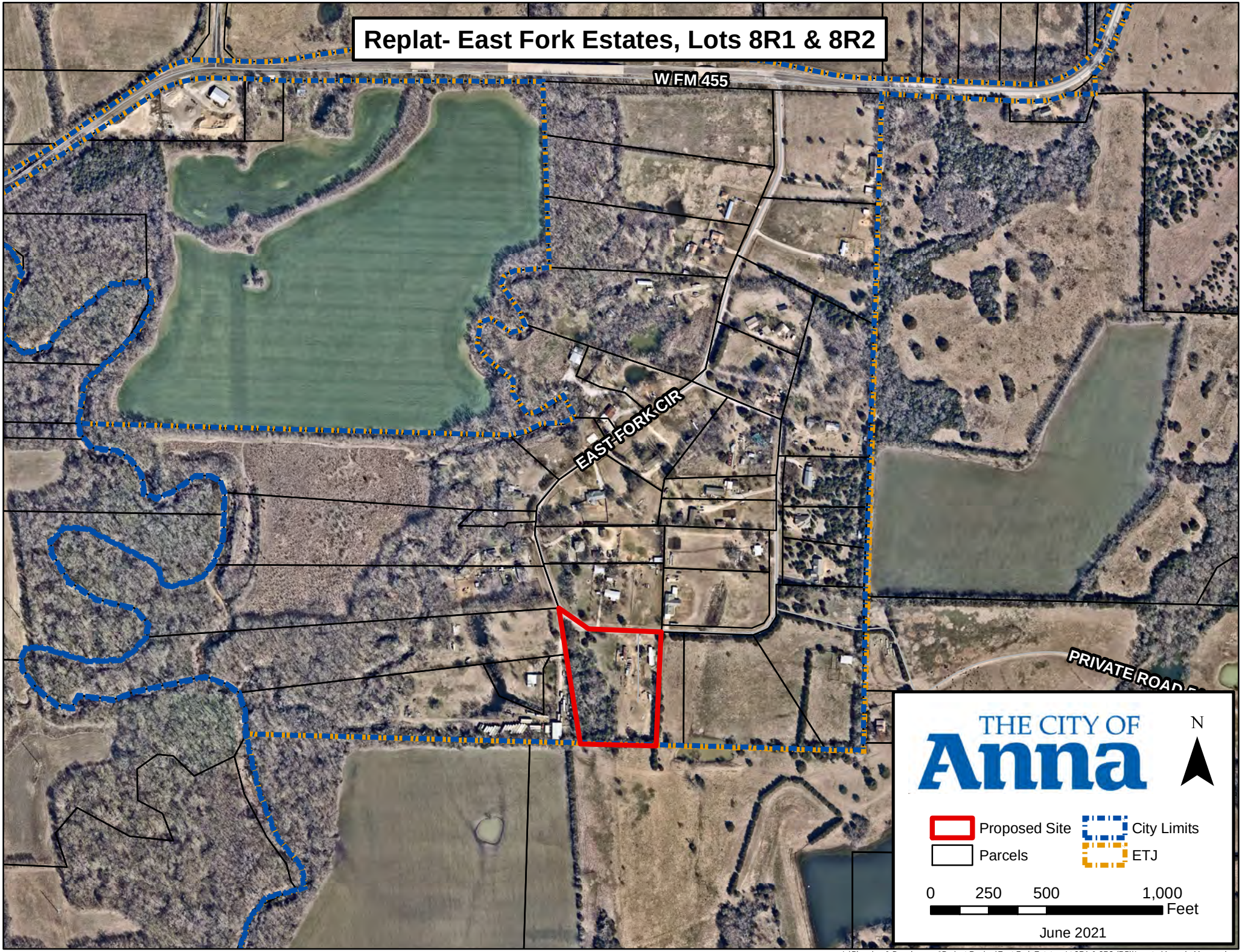
STRATEGIC CONNECTIONS:
This item supports the City of Anna Strategic Plan, specifically advancing:
Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:
Recommended for approval.

ATTACHMENTS:
1. Agenda Map
2. RESOLUTION - (RP) East Fork Estates Lts 8R1 & 8R2
3. Exhibit A (RP) East Fork Estates, Lts 8R1 & 8R2 stamped
4. Response_1_Property Owner

APPROVALS:

Lauren Mecke, Planner II	Created/Initiated - 7/7/2021
Ross Altobelli, Director of Development Services	Approved - 7/9/2021
Jim Proce, City Manager	Final Approval - 7/9/2021



L:\Planning & Development\Project Review\East Fork Estates, Lt 8R1 & 8R2 (RP)\Locator\Agenda Map.mxd

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING EAST FORK ESTATES, LOTS 8R1 & 8R2, REPLAT

WHEREAS, in order to provide for the orderly development of land within the Anna city limits and extraterritorial jurisdiction, the City Council of the City of Anna, Texas (the "City Council") has adopted Article 9.02 ("Subdivision Regulations") and Article 9.04 ("Zoning Ordinance") of the Anna City Code of Ordinances; and

WHEREAS, Damon & Tosha Douglas, has submitted an application for the approval of the East Fork Estates, Lots 8R1 & 8R2, Replat.

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

Recitals Incorporated

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

Approval of the Plat.

The City Council hereby approves the East Fork Estates, Lots 8R1 & 8R2, Replat attached hereto as Exhibit A.

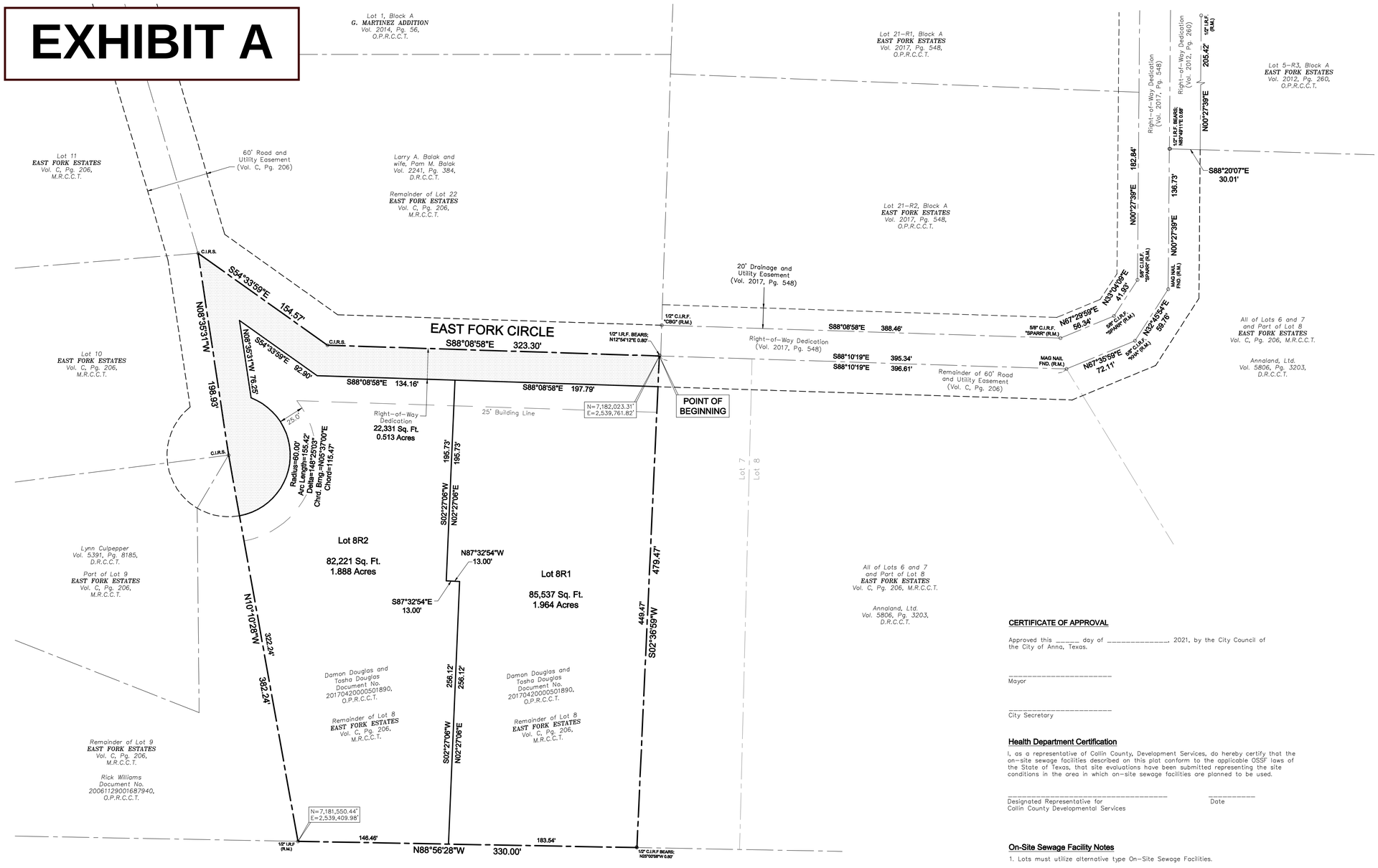
PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 13th day of July 2021.

ATTEST: APPROVED:

_____ _____

City Secretary, Carrie L. Land Mayor, Nate Pike

EXHIBIT A



OWNERS CERTIFICATE

Being a tract of land, situated in the James White Survey, Abstract No. 1015, in the City of Anna ETJ, Collin County, Texas, and being a part of Lot 8, of **EAST FORK ESTATES**, an addition to Collin County, Texas, as recorded in Volume C, Page 206, of the Map Records, Collin County, Texas (M.R.C.C.T.), and being all of that tract of land, described by deed to Damon Douglas and Tosha Douglas, as recorded under Document No. 20170420000501890, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said tract being more particularly described, as follows:

BEGINNING at a point for corner in East Fork Circle, same being the northeasterly corner of said Douglas tract, same being in the northerly line of said Lot 8, and being in the southerly line of Lot 22, of said addition, said corner also being the a northwesterly corner of a tract of land, described by deed to Annaland, Ltd., as recorded in Volume 5806, Page 3203, of the Deed Records, Collin County, Texas (D.R.C.C.T.), from which a 1/2" iron rod found bears, North 12°54'12" East, a distance of 0.80';

THENCE South 02°36'59" West, along the common line between said Douglas and Annaland, Ltd. tracts, same being over and across said Lot 8, a distance of 479.47' to a point for corner, being the southeasterly corner of said Douglas tract, same being in the southerly line of said Lot 8, said corner also being an "ell" corner of said Annaland, Ltd. tract, from which a 1/2" iron rod found bears, North 25°00'58" West, a distance of 0.60';

THENCE North 88°56'28" West, along the southerly line of said Douglas tract and said Lot 8, same being the most westerly north line of said Annaland, Ltd. tract, a distance of 330.00', to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set (herein after referred to as a capped iron rod set), for the southwesterly corner of said Lot 8 and said Douglas tract, same being the southeasterly corner of Lot 9, of said addition;

THENCE North 10°10'28" West, along the common line between said Lot 8/Douglas tract and Lot 9, a distance of 382.24' to a capped iron rod set for the northeasterly corner of said Lot 9, same being the southeasterly corner of Lot 10, of said addition, same also being in East Fork Circle;

THENCE North 08°35'31" West, along the common line between said Lot 8/Douglas tract and Lot 10, and along said East Fork Circle, a distance of 198.93' to a capped iron rod set for the northwesterly corner of said Lot 8/Douglas tract, same being the northeasterly corner of said Lot 10, said corner also being in the southwesterly line of the aforementioned Lot 22, said corner also being the southeasterly corner of Lot 11, of said addition;

THENCE along the common line between said Lot 8/Douglas tract and Lot 22, same being along East Fork Circle, the following courses and distances:

South 54°33'59" East, a distance of 154.57' to a capped iron rod set for corner;

South 88°08'58" East, a distance of 323.30' to the **POINT OF BEGINNING** and containing 190,090 square feet or 4.364 acres of land, more or less.

OWNERS DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Damon Douglas and Tosha Douglas, are the owners of the above described property and do hereby adopt this Replat designating the herein above described property as **EAST FORK ESTATES, LOTS 8R1 AND 8R2, BLOCK A** and do hereby dedicate to the public use forever, the streets, alleys and public use areas shown hereon; the easements, as shown, for mutual use and accommodation of the City of Anna and all public utilities desiring to use or using same. All and any public utility and the City of Anna shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees or other improvements or growths which in any way, endanger or interfere with the construction, maintenance or efficiency of it's respective systems on said easements; and the City of Anna and all public utilities shall have the right to construct, reconstruct, inspect, patrol, maintain and add to or remove all or parts of it's respective systems without the necessity of, at anytime, procuring the permission of anyone. This plat is approved subject to all platting ordinances, rules, regulations and resolutions of the City of Anna, Collin County, Texas.

WITNESS MY HAND at Collin County, Texas, this the _____day of _____, 2021.

_____
Damon Douglas

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Damon Douglas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is his act and deed in the capacity therein stated and for the purposes therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE on this, the _____day of _____, 2021.

_____
NOTARY PUBLIC in and for the State of Texas.

_____
Tosha Douglas

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Tosha Douglas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is his act and deed in the capacity therein stated and for the purposes therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE on this, the _____day of _____, 2021.

_____
NOTARY PUBLIC in and for the State of Texas.

CERTIFICATE OF APPROVAL

Approved this _____ day of _____, 2021, by the City Council of the City of Anna, Texas.

_____
Mayor

_____
City Secretary

Health Department Certification

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

_____ _____
Designated Representative for Date
Collin County Developmental Services

On-Site Sewage Facility Notes

1. Lots must utilize alternative type On-Site Sewage Facilities.

2. Must maintain state-mandated setback of all On-Site Sewage Facility components from any/all easements and drainage areas, water distribution lines, sharp breaks and/or creeks/rivers/ponds, etc. (Per State regulations). No variances will be granted for setbacks or for OSSF reduction.
o There is a pond, a bisecting drainage area/creek and a flood plain/drainage easement on the property to which OSSF setbacks will apply. Careful pre-planning will be required.

3. Other than shown herein, by the previously recorded plat, there were no easements provided to the surveyor. The surveyor has relied on the herein described subject deed with regard to any easements, restrictions, or rights-of-way affecting the herein described Property. No additional research regarding said easements, restrictions or rights-of-way has been performed by the surveyor.

4. There were several, existing structures/dwelling and a single associated OSSF on Lot 8A, at the time of approval.

o The existing OSSF on the lot is a Conventional OSSF – if the existing system ever fails or if changes are ever made to the existing structure(s), repairs and/or upgrades to the existing system will NOT be allowed. The entire system must be replaced with an approved alternative system.

o The P.E. As-Builts submitted with the plat shows all OSSF components for lot to be completely within the boundaries of lot. If any of the OSSF components are actually over the any of the lot lines and continue onto another parcel or if required setbacks are not met, the entire system must be replaced with an approved alternative system (after review and permitting through CCDS).

5. Tree removal and/or grading for OSSF may be required on individual lots.

6. There are no water wells noted on the lot and no water wells are allowed without prior approval from Collin County Development Services.

7. Individual site evaluations and OSSF design plans (meeting all State and County requirements) must be submitted to and approved by Collin County prior to construction of any OSSF system.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MICHAEL B. ARTHUR, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this Development Plat from an actual on-the-ground survey of the above described property, and that the corner monuments shown hereon were found or were properly placed under my personal supervision.

_____ Date: _____
Michael B. Arthur
Registered Professional Land Surveyor
Texas Registration No. 5686

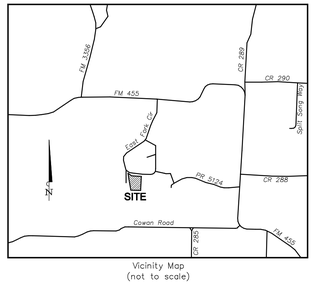
STATE OF TEXAS REGISTERED MICHAEL B. ARTHUR 5686 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared MICHAEL B. ARTHUR, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE on this, the_____ day of _____ , 2021.

_____
NOTARY PUBLIC in and for the State of Texas



Vicinity Map
(not to scale)

General Notes:

1. According to the Flood Insurance Rate Map of Collin County, Texas, Map No. 48085C0013 5J, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to be, "areas determined to be outside the 0.2% annual chance floodplain" and in Shaded Zone "A", described by said map to be, "Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% annual chance flood; no base flood elevations determined. This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, 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 in any way.

2. The surveyor has relied on the herein described subject deed with regard to any easements, restrictions, or rights-of-way affecting the herein described Property. No additional research regarding said easements, restrictions or rights-of-way has been performed by the surveyor.

3. Bearings are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83. Surface values shown can be converted to grid with the combined scale factor of 0.999856540, at base point 0,0.

4. This survey was completed without the benefit of a current title commitment.

ABBREVIATIONS

I.R.F. = Iron Rod Found
(R.M.) = Reference Monument
C.I.R.F. = Capped Iron Rod Found
C.I.R.S. = 1/2" iron rod with yellow plastic cap stamped "RPLS 5686" set
M.R.C.C.T. = Map Records, Collin County, Texas
D.R.C.C.T. = Deed Records, Collin County, Texas
O.P.R.C.C.T. = Official Public Records, Collin County, Texas

N

GRAPHIC SCALE
50 0 30 50
1 inch = 50 ft.

Owner:
Damon and Tosha Douglas
9540 East Fork Road
Anna, Texas 75409
(972) 786-1861

Surveyor:
North Texas Surveying, LLC
1010 West University
McKinney, Texas 75069
(469) 424-2074
www.northtexassurveying.com
Firm Registration No. 10074200
Contact: Chad Holcomb

REPLAT
EAST FORK ESTATES
LOTS 8R1 AND 8R2, BLOCK A
2 Residential Lots
190,090 Sq. ft. / 4.364 Acres
in the James White Survey,
Abstract No. 1015
City of Anna ETJ
Collin County, Texas
Preparation Date: June 01, 2021
Scale: 1" = 50'

APPROVED
JULY 13, 2021
CITY COUNCIL
CITY OF ANNA

APPROVED
JULY 6, 2021
P&Z COMMISSION
CITY OF ANNA

DATE: 05/25/2021	SCALE: 1" = 50'	DRAWN BY: C.S.H.	CHK'D. BY: M.B.A.	JOB NO.: 2021-0059

THE CITY OF
Anna

Please circle one:

In favor of request | Neutral to request | Opposed to request

Comments:

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Tosha Douglas / Damon Douglas
Name (Please Print)

Tosha Douglas /
Signature

9540 E. Fork Cir. Anna, TX 75409
Address

6/22/21
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: Replat Response – East Fork Estates, Lot 8

Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Lauren Mecke

AGENDA ITEM:
Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend Article 9.04 Zoning Ordinance and related sections of the Development Regulations pertaining to accessory building regulations. (Planning Manager Lauren Mecke)

SUMMARY:
Within Section 9.04.034 (Supplementary district regulations) of Article 9.04 Zoning Ordinance, there is conflicting regulations for accessory buildings and whether or not they're allowed in the required rear yard setback.

The regulations initially state that no accessory building shall be erected in any required yard area however later states that residential accessory buildings may not occupy more than 30% of the rear yard.

Staff believes it is in the best interest of the community to amend the regulations to allow both attached accessory structures and detached accessory structures within the rear yard setback so long as the structure does not occupy more than 30% of the rear yard.

Additionally, further detail is needed to clarify the deference between an attached accessory structure and a building addition. An attached accessory structures must remain open-air with three or less walls and may not be converted to livable space.

The requested amendments to the Zoning Ordinance will improve staff efficiency, clarify the City's development regulations and standards, and reduce costs to neighbors, developers, and property owners.

The Planning and Zoning Commission recommended approval, 5 - 0 in favor of the amendment request.

FINANCIAL IMPACT:
N/A

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

STAFF RECOMMENDATION:
Recommended for approval as written within the attached Ordinance.

ATTACHMENTS:
1. Ordinance Final
2. updated CC 07-13-21 write-up
3. Sample Diagram - Attached & Detached structures (Rear Yard)

APPROVALS:

Lauren Mecke, Planner II	Created/Initiated - 7/8/2021
Ross Altobelli, Director of Development Services	Approved - 7/9/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 9 (PLANNING AND DEVELOPMENT REGULATIONS); 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, landscape regulations, and tree preservation in the City; 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 and have held the public hearings as required by law and afforded a full and fair hearing to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Article 9.04 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. **Amendment**

In accordance with Article 1.01 of the Anna City Code of Ordinances ("Anna Code"), the amendments made to Chapter 9 (Planning and Development Regulations) are hereby amended as follows.[1]

ARTICLE 9.04 ZONING ORDINANCE

[…]

Sec. 9.04.004 Definitions

[…]
Accessory building or use means a building or use which:

[1] Additionally, throughout Chapter 9 (Planning and Development Regulations), this Ordinance shall permit Franklin Publishing to update references as necessary, such as:

The numbering of Appendix 3. Descriptions/Definitions and any references to them in Appendix 2. Schedule of Uses and throughout the Zoning Ordinance.

(1) Is subordinate to and serves a principal building or principal use;

(2) Is subordinate in area, extent, or purpose to the principal building or principal use served ~~and is not physically connected to the principal building~~;

(3) Contributes to the comfort, convenience and necessity of occupants of the principal building or principal use served; and

(4) Is located on the same building lot as the principal use served. ~~If connected to the principal building, a structure becomes part of the principal building.~~

[…]

Sec. 9.04.034 Supplementary district regulations

(a) Accessory buildings. The following regulations shall govern the location, size, and use of any accessory buildings:

(1) No accessory building shall be erected in any required yard area as stipulated in this article, except as allowed in the following subsections.

(2) ~~No accessory building shall be erected within 10 feet of any other building, except: detached~~ Detached residential garages may not be located within five feet of the main dwelling~~, and the provisions of subsection (5) below are met~~.

(3) No detached residential garage or carport shall be erected or placed closer to any street or alley right-of-way line than the minimum yard requirements (building setback line) governing the district in which such garage or carport is located.

(4) No detached residential garage or carport shall be erected or placed within eight feet from any side lot line.

(5) Residential accessory buildings and sheds housing domestic lawn and garden equipment and all other household effects may be detached or attached to the main building but shall not encroach in any required front yard and may not occupy more than 30% of the rear yard.

(6) Attached accessory structures that encroach the rear yard setback may not be converted to livable space and must remain open-air with three or less walls.

(7)~~(6)~~ No accessory building shall be used for dwelling purposes other than by domestic employees employed on the premises, as provided in the applicable zoning district.

(8)~~(7)~~ No accessory building shall be higher than the main building and in no case be in excess of 18 feet in height.

(9)~~(8)~~ No accessory building shall be erected or placed within five feet of any side or rear lot line and shall not encroach upon any easement.

[…]

(c) Projections of buildings, structures, and appurtenances into required yards.

[…]

(3) An unenclosed porch containing not more than 40 square feet may project into a required front yard for a distance not to exceed five feet. An unenclosed porch/patio may not occupy more than 30% of the rear yard or be placed within five feet of any side or rear lot line and shall not encroach upon any easement. An unenclosed porch encroaching any yard setback may not be converted to livable space and must remain open-air with three or less walls.

[…]

(5) 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.

(6)~~(5)~~ Every part of a required yard shall be open to the sky, unobstructed by a building, except for the ordinary projections of sills, belt courses, cornices, and ornamental features not exceeding twelve inches, or as otherwise excepted in subsections (1) through (5)~~(4)~~ above. Roof eaves may project in required side yards not to exceed twenty-four inches.

[…]

Appendix 1. Zoning District Area Regulations

[…]

(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.~~ in Sec. 9.04.034 Supplementary District Regulations.

[…]

Appendix 3. Descriptions/Definitions of Uses

[…]

3.7 Accessory uses

3.7.1 Accessory building or use: An accessory building or use is one which: (i) is subordinate to and serves a principal building or principal use; and (ii) is subordinate in area, extent, or purpose to the principal building or principal use served ~~and is not physically connected to the principal building (if connected to the principal building, a structure becomes part of the principal building)~~; and (iii) contributes to the comfort, convenience and necessity of occupants of the principal building or principal use served; and (iv) is located on the same building lot as the principal use served. If connected to the principal building, an open-air structure with three or less walls is not considered a building addition of the main building.

[…]

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 13th day of July 2021.

ATTESTED:	APPROVED:
_____	_____
Carrie L. Land, City Secretary	Nate Pike, Mayor

CITY OF ANNA

CITY COUNCIL

July 13, 2021

Agenda Item: Text Amendments

DESCRIPTION:

Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance regarding an amendment to Article 9.04 (Zoning Ordinance) for accessory buildings and rear yard setback regulations.

REMARKS:

One of the Planning & Zoning Commission's duties is to hold public hearings and make recommendations to the City Council relating to the creation, amendment, and implementation of zoning regulations. Changes to the zoning regulations may only be amended by ordinance which requires a public hearing before the Planning & Zoning Commission and City Council.

The city was approached by a neighbor whose building permit for an attached pergola and arbor was denied due to the structure extending into the rear yard setback. Staff has had several interactions with neighbors who face similar situations where an attached patio structure would be denied however a detached structure would be permitted.

ISSUES:

<u>Attached accessory structures within the rear yard setback</u>
Within Section 9.04.034 (Supplementary district regulations) of Article 9.04 Zoning Ordinance, there is conflicting regulations for accessory buildings and whether or not they're allowed in the required rear yard setback.

The regulations initially state that no accessory building shall be erected in any required yard area however later states that residential accessory buildings may not occupy more than 30% of the rear yard.

Staff believes it is in the best interest of the community to amend the regulations to allow both attached accessory structures and detached accessory structures within the rear yard setback so long as the structure does not occupy more than 30% of the rear yard.

Additionally, further detail is needed to clarify the deference between an attached accessory structure and a building addition. An attached accessory structures must remain open-air with three or less walls and may not be converted to livable space.

SUMMARY:

The requested amendments to the Zoning Ordinance will improve staff efficiency, clarify the City's development regulations and standards, and reduce costs to neighbors, developers, and property owners.

RECOMMENDATION:

Recommended for approval as follows: (additions are indicated in green, underlined text; deletions are indicated in red, strikethrough text).

Sec. 9.04.004 Definitions

Accessory building or use means a building or use which:

(1) Is subordinate to and serves a principal building or principal use;

(2) Is subordinate in area, extent, or purpose to the principal building or principal use served ~~and is not physically connected to the principal building~~;

(3) Contributes to the comfort, convenience and necessity of occupants of the principal building or principal use served; and

(4) Is located on the same building lot as the principal use served. ~~If connected to the principal building, a structure becomes part of the principal building.~~

Building means any structure built for the support, shelter, or enclosure of persons, chattels, or movable property of any kind. When such structure is divided into separate parts by one or more unpierced walls extending from the ground up, each part is deemed a separate building, except as regards minimum side yards.

Main building means a building in which is conducted the principal use of the lot on which it is situated.

Rear yard. The required rear yard is an open space unoccupied and unobstructed except for accessory uses extending across the rear of a lot from one side lot line to the other side lot line, the depth of which is dependent upon the zoning district in which the lot is located.

Sec. 9.04.034 Supplementary district regulations

(a) Accessory buildings. The following regulations shall govern the location, size, and use of any accessory buildings:

(1) No accessory building shall be erected in any required yard area as stipulated in this article, except as allowed in the following subsections.

(2) ~~No accessory building shall be erected within 10 feet of any other building, except: detached~~ Detached residential garages may not be located within five feet of the main dwelling~~, and the provisions of subsection (5) below are met~~.

(3) No detached residential garage or carport shall be erected or placed closer to any street or alley right-of-way line than the minimum yard requirements (building setback line) governing the district in which such garage or carport is located.

(4) No detached residential garage or carport shall be erected or placed within eight feet from any side lot line.

(5) Residential accessory buildings and sheds housing domestic lawn and garden equipment and all other household effects may be detached or attached to the main building but shall not encroach in any required front yard and may not occupy more than 30% of the rear yard.

(6) Attached accessory structures that encroach the rear yard setback may not be converted to livable space and must remain open-air with three or less walls.

(7)~~(6)~~ No accessory building shall be used for dwelling purposes other than by domestic employees employed on the premises, as provided in the applicable zoning district.

(8)~~(7)~~ No accessory building shall be higher than the main building and in no case be in excess of 18 feet in height.

(9)~~(8)~~ No accessory building shall be erected or placed within five feet of any side or rear lot line and shall not encroach upon any easement.

(c) Projections of buildings, structures, and appurtenances into required yards.

(3) An unenclosed porch containing not more than 40 square feet may project into a required front yard for a distance not to exceed five feet. An unenclosed porch/patio may not occupy more than 30% of the rear yard or be placed within five feet of any side or rear lot line and shall not encroach upon any easement. An unenclosed porch encroaching any yard setback may not be converted to livable space and must remain open-air with three or less walls.

(5) 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.

(6)~~(5)~~ Every part of a required yard shall be open to the sky, unobstructed by a building, except for the ordinary projections of sills, belt courses, cornices, and ornamental features not exceeding twelve inches, or as otherwise excepted in subsections (1) through (5)~~(4)~~ above. Roof eaves may project in required side yards not to exceed twenty-four inches.

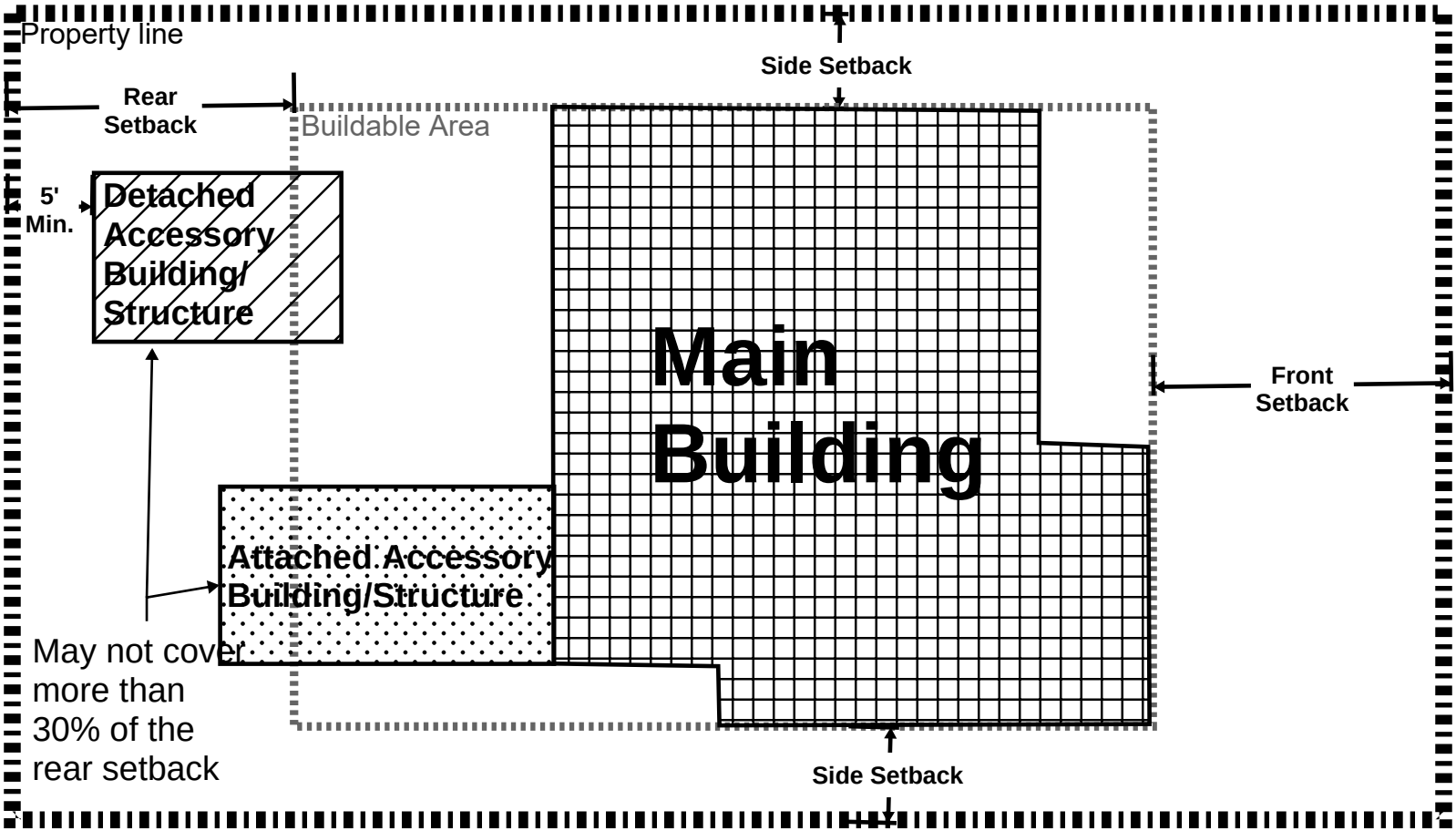
Appendix 1. Zoning District Area Regulations

(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.~~ in Sec. 9.04.034 Supplementary District Regulations.

Appendix 3. Descriptions/Definitions of Uses

3.7 Accessory uses

3.7.1 Accessory building or use: An accessory building or use is one which: (i) is subordinate to and serves a principal building or principal use; and (ii) is subordinate in area, extent, or purpose to the principal building or principal use served ~~and is not physically connected to the principal building (if connected to the principal building, a structure becomes part of the principal building)~~; and (iii) contributes to the comfort, convenience and necessity of occupants of the principal building or principal use served; and (iv) is located on the same building lot as the principal use served. If connected to the principal building, an open-air structure with three or less walls is not considered a building addition of the main building.


Property line
Side Setback
Rear Setback
Buildable Area
5' Min.
Detached Accessory Building/ Structure
Main Building
Front Setback
Attached Accessory Building/Structure
May not cover more than 30% of the rear setback
Side Setback

Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

(1) Acting as the Anna Housing Finance Corporation Board of Directors, Consider/Discuss/Act on corporate bylaws and appoint offices of president, vice president, secretary and executive director. (Economic Development Director Joey Grisham).

(2) Acting as the Anna Housing Finance Corporation Board of Directors, Consider/Discuss/Act on entering into a Memorandum of Understanding (MOU) with Anna Senior Living LP for a senior living project. (Economic Development Director Joey Grisham)

SUMMARY:

As you are aware, the City Council approved the creation of the Anna Housing Finance Corporation on April 13, 2021 to facilitate projects in the City of Anna. This item includes the approval of bylaws and appointment of officers for the Board. The City Council will serve as the Board for the Anna Housing Finance Corporation.

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

STAFF RECOMMENDATION:

Approve corporate bylaws and appoint officers.

ATTACHMENTS:

1. AHFC Bylaws C03029D20210520CR1 clean
2. Original_Document
3. Acknowledgment

4. Certificate
5. TDI Senior Housing MOU with Anna HFC

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 7/9/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

ANNA HOUSING FINANCE CORPORATION

BYLAWS

ARTICLE I
OFFICES

SECTION 1.01. Principal Office. The principal office of the Anna Housing Finance Corporation (the "Corporation") shall be at 111 N. Powell Parkway, Anna, Texas 75409.

ARTICLE II
DIRECTORS

SECTION 2.01. General Authority. The affairs of the Corporation shall be managed by a board of directors (the "Board") which shall be composed in its entirety of persons appointed by and whose terms of office shall be fixed by the governing body of the City of Anna, Texas (the "City"). The property and business of the Corporation shall be managed by the Board which may exercise all powers of the Corporation and do all lawful acts.

SECTION 2.02. Membership. The Board of Directors shall consist of seven (7) directors, each of whom shall be appointed by the governing body of the City and shall reside in the City and who shall serve staggered terms of four (4) years unless otherwise specified by the City in the Articles of Incorporation, as amended from time to time. A director whose term expires shall continue to serve until his/her successor is appointed to the Board. The Initial Directors designated under Article VII of the Articles of Incorporation shall serve as the Board of Directors until the governing body of the City appoints replacements to serve as directors.

SECTION 2.03. Annual Meeting. The annual meeting of the Board shall be held at the principal office of the Corporation on the fourth Tuesday of January, if not a legal holiday, and if a legal holiday, then at the second Tuesday or the fourth Tuesday in February that is not legal holiday, at 6:30 p.m., or at such time and place as shall be fixed by the consent in writing of all of the directors. All other meetings may be held at the place selected by the Board within the boundaries of the State of Texas.

SECTION 2.04. Regular Meetings; Notice. Regular Meetings other than the annual meeting, may be held without notice at such time as shall from time to time be determined by resolution of the Board; provided, however, if the Board of Directors is composed of members consisting of a quorum or more of the governing body of the City, then advance written notice of all meetings shall be posted in compliance with the Texas Open Meetings Act ("TOMA").

SECTION 2.05. Special Meetings; Notice. Special Meetings of the Board may be called by the President on 72 hours' notice to each director, either personally or by mail or by facsimile; special meetings shall be called by the President or Secretary in like manner on like notices on the written request of two directors. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered

and voted upon at a Special Meeting. At any meeting at which every director shall be present, even though without any notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon. Notwithstanding the foregoing or any other provision of these bylaws, if the Board of Directors is composed of members consisting of a quorum or more of the governing body of the City, then advance written notice of all meetings shall be posted in compliance with TOMA and all meetings shall be held in full compliance with TOMA.

SECTION 2.06. Remote Meetings. The Board may meet regularly or specially by means of conference telephone or similar communications equipment that permits all individuals participating in the meeting to hear one another and such participation shall constitute presence in person at the meeting. Notwithstanding the foregoing or any other provision of these bylaws, if the Board of Directors is composed of members consisting of a quorum or more of the governing body of the City, then advance written notice of all meetings shall be posted in compliance with TOMA and all meetings shall be held in full compliance with TOMA.

SECTION 2.07. Quorum. At all meetings of the Board the presence of a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by the Texas Housing Finance Corporations Act (Chapter 394, Texas Local Government Code, as amended) (the "Act") or these Bylaws.

SECTION 2.08. Notice. A meeting of the Board can be held at any time without notice upon the execution by all directors of a written waiver of notice, and likewise may be held without notice when all of the directors are present at the meeting. Notwithstanding the foregoing or any other provision of these bylaws, if the Board of Directors is composed of members consisting of a quorum or more of the governing body of the City, then advance written notice of all meetings shall be posted in compliance with TOMA and all meetings shall be held in full compliance with TOMA.

SECTION 2.09. Action. Any action required by the Act to be taken at a meeting of the Board or any action which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting for the action to be taken, shall be signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote and may be stated as such in any articles or document filed with the Secretary of State under the Act. Notwithstanding the foregoing or any other provision of these bylaws, if the Board of Directors is composed of members consisting of a quorum or more of the governing body of the City, then advance written notice of all meetings shall be posted in compliance with TOMA and all meetings shall be held in full compliance with TOMA.

SECTION 2.10. Meeting Location. All meetings of the Board shall be held within the State of Texas. Notwithstanding the foregoing or any other provision of these bylaws, if the Board of Directors is composed of members consisting of a quorum or more of the governing body of the City, then advance written notice of all meetings shall be posted in compliance with TOMA and all meetings shall be held in full compliance with TOMA.

SECTION 2.11. Ex-Officio Members. The City Manager or his or her respective designee, the City Finance Director, and any member of the governing body of the City or other appropriate person or entity designated by the Board may attend all meetings of the Board or committees, including but not limited to executive or closed meetings, but shall not have the power to vote in the meetings unless such Council member is also a member of the Board appointed by the governing body of the City. Their attendance shall be for the purpose of ensuring that information about the meetings is accurately recorded and communicated to the City Council as may be appropriate and necessary.

SECTION 2.12. No Compensation. Directors, as such, shall receive no compensation for services rendered as directors, but shall be reimbursed for all reasonable expenses incurred in performing their duties as directors.

SECTION 2.13 Ethics; Conflict of Interest. Directors and officers appointed by directors shall strictly adhere to the Anna Code of Ethics, as adopted and as may be amended by the governing body of the City (the "Ethics Code"). In the event that a director or officer is aware that he/she has a conflict of interest under applicable law or Ethics Code, with regard to any particular matter or vote coming before the Board, the director or officer shall bring the same to the attention of the Board and shall abstain from discussion and voting thereon. Any director or officer shall bring to the attention of the Board any apparent conflict of interest or potential conflict of interest of any other director or officer, in which case the Board shall determine whether a true conflict of interest exists before any further discussion or vote shall be conducted regarding that particular matter. The director or officer about whom a conflict of interest question has been raised shall refrain from voting with regard to the determination as to whether a true conflict exists.

SECTION 2.14. Public Records. Except as made confidential under the Texas Public Records Act or other applicable law, the Corporations records are public records and the Corporation shall comply with the Texas Open Records Act.

SECTION 2.15. Committees. The Board may, by resolution or resolutions adopted by a majority of the whole Board, establish one or more committees, each committee to consist of two or more of the directors of the Corporation. Such committee or committees shall have such name or names, and such powers, as may be determined from time to time by resolution adopted by the Board of Directors. The committees shall keep regular minutes of their proceedings and report the same to the Board when required.

ARTICLE III
NOTICES

SECTION 3.01. Generally. Whenever under the provisions of the statutes or these Bylaws, notice is required to be given to any director, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, electronic mail or facsimile, addressed to such director at such address, electronic mail address or facsimile number as appears on the books of the Corporation, and such notice shall be deemed to be given at the time when the same shall be thus mailed or transmitted by electronic mail or facsimile.

SECTION 3.02. Waiver. Whenever any notice is required to be given under the provisions of the statutes or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IV
OFFICERS

SECTION 4.01. Appointment. The officers of the Corporation shall be chosen by the Board. The Board shall choose from its members a President and a Vice President. The Board shall also choose a Secretary who may or may not be a member of the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary. The Board shall choose such officers at its first meeting and at each annual meeting thereafter in odd number years.

SECTION 4.02. Term. The officers of the Corporation chosen pursuant to Section 4.01 shall serve until the second annual meeting of the Board thereafter or until their successors are chosen and qualify in their stead. Officer appointed at or after the second annual meeting shall serve terms of two (2) years unless removed earlier by the Board.

SECTION 4.03. Other Officers. The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

SECTION 4.04. Removal; Vacancy. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board.

SECTION 4.05. City Officers. The Board shall have the right to utilize the services of the City Manager, City Secretary, and City Attorney provided (i) that the Corporation shall pay reasonable compensation to the City for such services, and (ii) the performance of such service does not materially interfere with the other duties of such personnel of the City.

SECTION 4.06. The President.

(a) The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the directors.

(b) The President shall be an ex-officio a member of all standing committees, shall have general supervision of the management of the business of the Corporation, and shall see that all orders and resolutions of the Board are carried into effect.

(c) The President shall execute bonds, mortgages, conveyances, assignments, notes and other contracts and instruments requiring a seal, under the seal of

the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation.

SECTION 4.07. The Vice President. The Vice President shall, in the absence or disability of the President, have the duties and exercise the powers of the President, and shall perform such other duties as the Board shall prescribe. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

SECTION 4.08. The Secretary. The Secretary shall attend all sessions of the Board and record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. He/She shall give, or cause to be given, notice of all special meetings of the Board and shall perform such other duties as may be prescribed by the Board or the President under whose supervision he/she shall be. He/She shall keep in safe custody the seal of the Corporation and, when authorized by the Board, affix the same to any instrument requiring it, and, when so affixed, it shall be attested by his/her signature. And when the corporate seal is required as to instruments executed in the course of ordinary business, he/she shall attest to the signature of the President or Vice President and shall affix the seal thereto.

SECTION 4.09. Economic Development Director. The Economic Development Director shall be a full-time employee of the City and shall be the chief administrative officer of the Corporation, responsible for all daily operations and implementation of Board policies and resolutions. The Economic Development Director shall be appointed and managed by the City Manager. The Economic Development Director shall attend all called Board meetings and perform those duties and functions as the Board shall prescribe.

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ARTICLE V
FISCAL PROVISIONS

SECTION 5.01. Fiscal Year. The fiscal year, unless otherwise determined by the Board, shall end September 30 of each year.

SECTION 5.02. Expenditures. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons, including the Executive Director, as the Board may from time to time designate, provided that in no event shall a check be negotiable until it is signed by at least one officer.

SECTION 5.03 Policy. The Corporation will adhere to the City's Financial Policy to guide the overall financial condition and operations of the Corporation including without limitation compliance with the Texas Public Funds Investment Act.

SECTION 5.04. Debt Instruments. Notwithstanding anything to the contrary herein or in the Articles of Incorporation, the Corporation shall be required to obtain the consent of the City for issuing bonds, notes, certificates, notes or other obligations ("Obligations"). Obligations are limited obligations of the housing finance corporation and are payable

solely from the revenue, receipts, and other resources pledged to their payment. A bondholder or creditor may not compel the local government to pay the bond, the interest, or any redemption premium or other indebtedness. All proceeds from loans or from the issuance of bonds, notes, certificates, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance. Subject to the requirements of contracts, loan agreements, indentures, or other agreements securing Obligations, all other monies of the Corporation, if any, shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of its treasurer and such other persons as the Board shall designate. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City and the City's Finance Director shall be the Corporation's investment officer.

SECTION 5.05. Books, Records, Audits. The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. At the direction of the City Council, the books, records, accounts and financial statements of the Corporation may be maintained for the Corporation by the accountants, staff, and personnel of the City. The Corporation (or the City if the option described above is selected) shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm selected by the City. Such audit shall be at the expense of the Corporation.

ARTICLE VI
SEAL

SECTION 6.01. The corporate seal shall be circular and shall have inscribed in the outer circle "Anna Housing Finance Corporation" and shall have inscribed in the inner circle the letters "T-E-X-A-S" and a five-pointed star. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VII
AMENDMENTS

SECTION 7.01. These Bylaws may be altered, changed, or amended at any meeting of the Board at which a quorum is present, provided notice of the proposed alteration, change, or amendment be contained in the notice of such meeting, by the affirmative vote of a majority of the directors at such meeting and present thereat.

ARTICLE VIII
GENERAL
PROVISIONS

SECTION 8.01. Effective Date. These Bylaws shall become effective upon adoption by the Board of Directors.

SECTION 8.02. Interpretation; Severability. Bylaws and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall be affected thereby.

SECTION 8.03. Principal Office. The principal office of the Corporation shall be within the City. The Corporation shall have and continuously maintain in the State of Texas a registered office (which may be, but need not be, the same as the principal office) and registered agent in accordance with the provisions of Article 2.05, Texas Non-Profit Corporation Act. The Corporation may change its registered office and registered agent in accordance with applicable law. Process may be served on the Corporation in accordance with applicable law.

SECTION 8.04. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

SECTION 8.05. Indemnity. The Corporation shall indemnify the directors and any director acting in its capacity as an officer of the Corporation and any City officer, against any liability asserted against or reasonable expenses incurred by a director or officer because of his/her status or conduct as a director or officer, in accordance with and to the fullest extent permitted by the laws of the State of Texas.

Adopted and Approved this _____ day of _____, 2021.

_____
President

ATTEST:

_____
Secretary

ARTICLES OF INCORPORATION

OF THE

ANNA HOUSING FINANCE CORPORATION

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more, and a resident of the City of Anna, Texas, (the "City") and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Chapter 394, Texas Local Government Code, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I
Corporation Name

The name of the corporation is the Anna Housing Finance Corporation (the "Corporation").

ARTICLE II
Nature of Corporation

The Corporation is a public, nonprofit corporation.

ARTICLE III
Duration of Corporation

The period of duration of the Corporation shall be perpetual.

ARTICLE IV
Corporate Purpose and Agency

4.01 The Corporation is organized solely to carry out the purposes of Chapter 394, Texas Local Government Code, i.e., exclusively for the purpose of benefitting and accomplishing public purposes of, and on behalf of, the City and any other local governments which become included in the Corporation pursuant to these articles, by financing the cost of residential ownership and development that will provide decent, safe and sanitary housing for residents of the City at prices they can afford. It has been determined and declared by the Legislature of the State of Texas that such residential ownership and development will (a) provide for and promote the public health, safety, morals, and welfare; (b) relieve conditions of unemployment and encourage the increase of industry and commercial activity and economic development so as to reduce the evils attendant upon unemployment; (c) provide for efficient and well-planned urban growth and development including the elimination and prevention of potential urban blight and the proper coordination of industrial facilities with public services, mass transportation and residential development; (d) assist persons of low and moderate income in acquiring and owning decent, safe and sanitary housing which they can afford; and (e) preserve and increase ad valorem tax bases of local governmental units; and the foregoing have been determined and declared by the Legislature of the State of Texas to lessen the burden of government and to be public purposes and functions.

4.02 The Corporation is formed pursuant to the provisions of Chapter 394, Texas Local Government Code as it now or may hereafter be amended.

4.03 The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

4.04 The Corporation is created as a housing finance corporation pursuant to Chapter 394, Texas Local Government Code and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001, et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the all the powers authorized in in Chapter 394 of the Texas Local Government Code, including without limitation those enumerated in Section 394.032 of the Texas Local Government Code.

4.05 References herein to the City Council shall mean the City Council of the City of Anna, Texas.

4.06 A resolution approving the form of these articles of incorporation was adopted by the City Council on April 13, 2021.

ARTICLE V
No Members or Shareholders

The Corporation shall have no members and shall have no stock.

ARTICLE VI
Board of Directors

6.01 All powers of the Corporation shall be vested in a Board of Directors consisting of seven (7) members (the "Board").

6.02 The initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VII, below. With respect to the initial Board, the terms of the initial Directors shall commence on the date the Secretary of State has issued the certificate of incorporation for the Corporation and end at the conclusion of two (2) or four (4) years thereafter, as indicated in Article VII. Subsequent Directors shall be appointed to the Board for terms of four (4) years. Any Director may be removed from office at any time, with or without cause, by simple majority of the City Council.

6.03 All Directors must be residents of the City of Anna, Texas.

6.04 All Directors shall be appointed by and serve at the will of the City Council. Appointments shall be made by majority vote of members present and need not be by formal resolution or ordinance. A vacancy on the Board occurring before the end of a Director's term shall be filled in the same manner as an appointment and shall be for the remainder of the unexpired term of office.

6.05 Except as set forth in Section 6.02 above, Directors shall serve staggered terms of office of four (4) years, with no term limits.

6.06 All other matters pertaining to the internal affairs of the Corporation shall be governed by Bylaws adopted by the Board, so long as such Bylaws are not inconsistent with these articles or the laws of the State of Texas; provided, however, that such Bylaws may change the number of Directors of the Corporation..

ARTICLE VII
Initial Directors

The names, addresses and initial terms of office of the seven (7) initial Directors, each of whom resides within the City, are:

Name	Address	Initial Term
Nate Pike	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409	4 years
Kevin Toten	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409	4 years
Lee Miller	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409	4 years
Josh Volmer	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409	4 years
Danny Ussery	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409	2 years
Stan Carver II	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409	2 years
Randy Atchley	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409	2 years

ARTICLE VIII
Registered Office and Agent

The street address of the initial registered office of the Corporation is 111 N. Powell Parkway, Anna, Texas 75409 and the name of its initial registered agent at such address is Jim Proce.

ARTICLE IX
Incorporators

The names and street addresses of the incorporators, each of whom resides within the City, are:

Name	Address
Alan Guard	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409
Rhandy Pena	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409
Jeffrey Freeth	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409

ARTICLE X
Director Liability; Indemnification

A Director or employee shall not be personally liable to the Corporation for monetary damages for breach of fiduciary duty as an officer, director or employee, except for liability (i) for any breach of the officer's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a known violation of law, (iii) under Texas law, or (iv) for any transaction from which the director derived any improper personal benefit. The Corporation shall indemnify and defend Directors for acts done in their official capacity.

ARTICLE XI
Limits on Use of Corporate Assets; Income of Corporation

11.01 Regardless of any other provisions of these articles or the laws of the State of Texas, the Corporation shall not:

A. permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes);

B. devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise;

C. participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; or

D. attempt to influence the outcome of any election for public office or to call on, directly or indirectly, any voter registration drives.

No part of the Corporation's income shall inure to the benefit of any private interests, other than in the fulfillment of its purpose to provide decent, safe, and sanitary housing at affordable prices for residents of the City of Anna, Texas.

ARTICLE XII
Dissolution

12.01 If the Board determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds or notes issued by and all obligations incurred by the Corporation or on behalf of the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of Section 394.026 of the Texas Local Government Code, or with applicable law then in existence.

12.02 Subject to any restrictions contained in applicable state law, if the City Council approves a resolution directing the Board to proceed with the dissolution of the Corporation, the Board shall promptly proceed with the dissolution. The failure of the Board to promptly proceed with the dissolution of the Corporation in accordance with this Section shall be deemed a cause for the removal from office of any or all of the Directors as permitted by these articles. In such event, dissolution may be conducted by the City Manager of the City or at his direction.

12.03 On the filing of a certificate of dissolution, the Corporation shall thereupon be dissolved. Title to all funds and property owned by the Corporation at the time of dissolution shall vest in the City of Anna, Texas, to be used exclusively by the City to provide for the housing needs of individuals and families of low and moderate incomes, including single-family units and mixed income multifamily projects found by the City Council to serve the interests of low and moderate income individuals and families if the single-family and multifamily projects have as a major purpose the provision of safe, sanitary, and decent housing for individuals and families of low income. The funds and property of the Corporation shall be promptly delivered to the City.

ARTICLE XIII
Amendments

These articles may not be changed or amended unless approved by resolution of the City Council for the City of Anna, Texas.

IN WITNESS HEREOF, we have hereunto set our hands this 21st day of May, 2021.

Alan Guard

Rhandy Pena

Jeffrey Freeth

VERIFICATION

State of Texas
County of Collin

Alan Guard personally appeared before me, and being first duly sworn declared that he signed these articles in the capacity designated, if any, and further states that he has read the above application and the statements therein contained are true.

Norfe Garcia
Notary Public's Signature

Given under my hand and seal of office this 21st day of May, 2021.

NORFE GARCIA
My Notary ID # 125743613
Expires June 28, 2022

Notary – State of Texas

State of Texas
County of Collin

Rhandy Pena personally appeared before me, and being first duly sworn declared that he signed these articles in the capacity designated, if any, and further states that he has read the above application and the statements therein contained are true.

Karen L. Avery
Notary – State of Texas

Given under my hand and seal of office this 21st day of May, 2021.

KAREN L AVERY
Notary ID #132840568
My Commission Expires
December 24, 2024

Notary – State of Texas

State of Texas
County of Collin

Jeffrey Freeth personally appeared before me, and being first duly sworn declared that he signed these articles in the capacity designated, if any, and further states that he has read the above application and the statements therein contained are true.

Given under my hand and seal of office this 21st day of May, 2021.

KAREN L AVERY
Notary ID #132840568
My Commission Expires
December 24, 2024

Karen L. Avery
Notary – State of Texas

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

May 25, 2021

Attn: WOLFE TIDWELL MCCOY LLP FRISCO OFFICE

Wolfe, Tidwell & McCoy, LLP (Frisco office)
2591 Dallas Parkway, Suite 300
Frisco, TX 75034 USA

RE: Anna Housing Finance Corporation
File Number: 804082806

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at https://window.state.tx.us/taxinfo/franchise/index.html. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at https://window.state.tx.us/taxinfo/exempt/index.html. Information on exemption from federal taxes is available from the Internal Revenue Service web site at https://www.irs.gov.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Anna Housing Finance Corporation
File Number: 804082806

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 05/25/2021

Effective: 05/25/2021

Ruth R. Hughs
Secretary of State

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANNA HOUSING FINANCE CORPORATION
AND
ANNA SENIOR LIVING, LP

(PARMORE ANNA)

This nonbinding Memorandum of Understanding (the "**MOU**") is between the Anna Housing Finance Corporation ("**HFC**"), a Texas, public non-profit corporation and ANNA SENIOR LIVING, LP("**Developer**"), a Texas limited partnership.

Developer is a developer of affordable housing in the State of Texas. HFC was created by the City of Anna, Texas (the "City"), to assist the City in meeting the needs of its citizens including, without limitation, to provide safe, sanitary, affordable housing for seniors and to manage resources efficiently and effectively. The City has a current need for affordable housing for senior persons of all income levels.

While this MOU is nonbinding, Developer and HFC hereby agree to work cooperatively with the intent to develop and maintain affordable housing for seniors at the following location, in accordance with the terms of this MOU:

> Parmore Anna, a 185+-unit senior housing development (the "**Project**") located on an approximate 8.3 +/- acre tract of land located at the northwest corner of Finley Blvd and Florence Way, Anna, Collin County, Texas (the "**Land**").

In order to accomplish this purpose, the parties agree as follows (subject to entering into a binding final project development agreement as referenced in paragraph A.5. below):

A. **Ownership Structure.**

1. Developer has formed a limited partnership (the "**Partnership**") for the purpose of owning the Project. A for-profit subsidiary of the HFC (as defined below) will serve as the sole general partner (the "**General Partner**") for the Partnership. Developer or an affiliate of Developer will serve as the .01% special limited partner (the "**SLP**").

2. Title to the Land for the Project shall be taken in HFC, and HFC shall then enter into a 75-year ground lease (the "**Ground Lease**") with the Partnership as tenant. Funding for the acquisition of the Land will come from the financing of the Project and shall be paid to HFC in the form of an up-front Ground Lease payment. The Ground Lease shall provide for an annual rental rate that shall be waived so long as the Land is used for the Project. The improvements, fixtures and personal property pertaining thereto shall be owned by the Partnership. Upon termination of the Ground Lease, ownership of the improvements constituting the Project shall revert to HFC. The terms and provisions of the Ground Lease will be subject to the approval of Developer and HFC. HFC will receive an option to acquire the Project at the end of the 15-year

compliance period for the market value as determined by a third-party appraiser under the Ground Lease.

3. The HFC may exit the Partnership at the end of the 15-year compliance period as part of a Project sale or refinance. If HFC desires to exit and the Project cannot pay property taxes and maintain a 1.15 debt coverage ratio (DCR), then HFC must replace itself with another entity that can obtain a 100% property tax exemption for the Project.

4. The ownership structure contemplated herein is expected to generate a 100% ad valorem tax exemption for the Project. Developer and HFC shall work with the Collin County Appraisal District to obtain confirmation of the availability of such exemption, as set forth in a tax exemption determination letter.

5. Developer will apply for and receive a reservation of up to $25,000,000 (or such amount as may be permitted by the Texas Bond Review Board) in tax-exempt private activity bond financing (the "**Bonds**") to be issued by the Texas State Affordable Housing Corporation ("**Issuer**"). Developer additionally intends to apply for 4% housing tax credits ("**HTC**" or "**HTCs**") for the Project. Assuming that the Developer's efforts to obtain HTCs for the Project are successful, the Partnership and Developer shall enter into a project development agreement subject to the review and approval of the General Partner for the Project that will cover all aspects of the development of the Project, but will follow this MOU as an essential guide. Bonds shall not be sold until the said development agreement is executed by all parties.

B. **Financing.**

1. Developer shall apply for a reservation for the Bonds. Developer additionally shall be responsible for applying in a timely manner to the TDHCA for HTCs for the Project. HFC shall serve as the sponsor of the Project in connection with the HTC application, but Developer will be responsible for preparing the application. Necessary pre-development costs incurred prior to closing by City and the Developer, shall be reimbursed at closing out of equity or Bond proceeds. The Developer shall be responsible for obtaining TDHCA approval of the HTCs required under this MOU in order for the transaction to proceed as contemplated in this MOU.

2. Developer shall be responsible for negotiating the Bond financing documents on behalf of the Partnership, provided that City and HFC shall have the right to review and approve the financing arrangements and the terms and conditions of any loan documents. The debt shall be sized using the following assumptions: (i) vacancy and collection loss of 5%; (ii) replacement reserves and operating reserves in amounts sufficient to meet the requirements of HTC investor and lender for the Project; and (iii) DCR of 1.15 or higher. Financing may be secured with a deed of trust lien against the Project leasehold estate created by the Ground Lease and the fee estate in the Land.

3. Developer shall be responsible for negotiating the sale of the HTCs generated by the Project to one or more HTC investors. Developer and HFC shall have the right to approve (which approval shall not be unreasonably withheld or delayed) the identity of the HTC investor(s) selected, the price and the terms of the letter of intent. The Developer shall be responsible for

negotiating the terms and conditions of the Amended and Restated Partnership Agreement (the "**Partnership Agreement**") subject to the review and approval of the General Partner.

4. Developer shall provide any guarantees of financing and operating expenses that may be required: (i) by the credit enhancer or purchaser of the Bonds, or (ii) by limited partners. Developer will provide guarantees from affiliates or principals of the Developer as required by the HTC investor or lender. The obligations of the Developer under its guaranty agreements will be limited to the life of Project, until sale or other disposition.

5. Developer shall prepare construction and operating budgets for the Project, subject to approval by the City and HFC and subject to the terms of Paragraph C.2 of this MOU.

C. **Design and Construction.**

1. Developer shall be responsible for obtaining the services of design professionals for the design of the site plan and the proposed improvements for the Project. The design of the Project (including elevations and exterior construction materials) shall be subject to City's and HFC's review, comment and approval which approval shall not be unreasonably withheld or delayed. City and HFC shall additionally have the right to review and comment upon the final plans and specifications for the Project, and such plans must be approved by the City and HFC prior to the Partnership entering into a construction contract.

2. Developer shall be responsible for negotiating one or more construction contracts for the construction of the site improvements for the Project. Such construction contracts may be between Developer and its affiliate. City and HFC shall have the right to review and approve in writing any construction contract relating to the Project prior to the execution thereof, which approval shall not be unreasonably withheld or delayed.

3. Developer shall be responsible for the development of the Project, including obtaining all governmental approvals and permits needed in order to construct and operate the Project.

4. Developer shall guarantee to the Partnership, the limited partners and any parties required under the Bond documentation, as required, delivery of the Project on time and within the approved budget. All construction cost savings shall be utilized to reduce the deferred portion of the developer fee.

5. The Project shall be constructed so as to comply with all applicable federal, state and local laws, including, without limitation, ADA and Section 504 requirements, standards set by the Texas Department on Aging for elderly persons, zoning ordinances, building codes and all other ordinances and regulations of the City.

6. Developer shall pay all applicable permit, inspection impact fees, and other fees owed to the City, unless otherwise agreed to in writing by the City.

D. **Management and Operation.**

A third-party property management company selected by Developer will manage the Project on a day-to-day basis, subject to entering into a management agreement with the Partnership on terms and conditions customary in the industry and acceptable to the HFC, lenders and the limited partners, and the management will be in accordance with TDHCA requirements. Developer shall indemnify the City and HFC with respect to any liability which may be incurred by virtue of the HFC's ownership of the General Partner excluding, however, any liability which may accrue due to the gross negligence or willful misconduct of the City, HFC, General Partner or their respective affiliates and agents.

E. **Social Services.**

The third-party property management company shall be responsible for coordinating, providing and monitoring social services for the residents of the Project during the HTC compliance period within the operating budget available for the Project. Developer shall be responsible for providing any evidence of social services, which may be required for the HTC application.

F. **Community Support.**

Developer shall be responsible for interfacing with the community and attempting to obtain community support for the Project. The parties will consult with each other and coordinate the response to any media inquiries and/or public opposition to the Project that may arise in connection with the HTC application or the Bond issuance.

G. **Fees and Expenses.**

1. For its development of the Project, Developer shall be entitled to receive a developer's fee of 15% of the Project's actual total development cost as calculated pursuant to TDHCA guidelines, and 10% of this developer's fee shall be paid to HFC pro-rata with the portion of the developer's fee paid to the Developer. To the extent that any portion of the developer's fee is deferred, such deferral shall be pro-rata to Developer and HFC.

2. After payment in full of the development fee and any other priority net cash flow payments established in the Partnership Agreement, cash flow or proceeds from sale or refinance of the Project shall be paid 30% to City or its affiliate and 70% to Developer or its affiliate, except any portion payable to the HTC investor.

3. Neither party shall enter into any contractual relationship or agreement relating to the Project that would cause either financial or legal liability to the other, without the other party's prior written consent.

4. All reasonable legal fees and expenses incurred by City and Developer for the Project in reliance upon this MOU shall be paid out of the Project budget at the Bond closing.

5. The general contractor shall be entitled to receive a contractor fee of up to 14% per

TDHCA guidelines.

H. **Representation and Conflict Waiver.**

City acknowledges that the Coats Rose, P.C. law firm represents the Developer. Developer's attorneys shall also serve as partnership counsel. Developer acknowledges that City has an interest in reviewing and approving the terms and provisions of the amended and restated agreement of limited partnership, and therefore will have their counsel review such document and consult with Developer's counsel. The reasonable fees of HFC's outside counsel and consulting professionals will be paid by the Partnership at closing.

I. **Miscellaneous.**

This MOU reflects the entire understanding of intended course of action between the parties. The parties acknowledge that this is a non-binding MOU to set forth the understanding of the parties as to the proposed business terms of the transaction.

[*Remainder of page intentionally left blank for signature*]

EXECUTED on the dates hereafter indicated.

ANNA HOUSING FINANCE CORPORATION

By:_____
Name:_____
Title:_____

Date: _____

ANNA SENIOR LIVING, LP
a Texas limited partnership

By: Anna Senior Living GP, LLC,
a Texas limited liability company,
its General Partner

By: Anna Senior Living SLP, LLC,
a Texas limited liability company,
its Manager

By:_____
Name: Payton Mayes
Title: Manager

Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Alan Guard

AGENDA ITEM:

Consider/Discuss/Action of an Ordinance authorizing the issuance and sale of City of Anna, Texas General Obligation Refunding AND Improvement Bonds, Series 2021; levying an annual ad valorem tax and providing for the security for and payment of said Bonds; approving an Official Statement, a Bond Purchase Agreement and Escrow Agreement; and enacting other provisions relating to the subject. (Director of Finance Alan Guard)

SUMMARY:

The City Council will approve an ordinance authorizing the issuance and sale of bonds, levying an annual ad valorem tax and providing for the security for and payment of said Bonds; approving the Official Statement, Bond Purchase Agreement and Escrow Agreement, and other provisions.

In May 2021, the voters of Anna approved three bond propositions. These propositions included a new fire station and fire equipment, a library/community center and park and recreation facilities. This is the first sale of the new bonds to begin design and construction of these new capital projects. In addition, the City has an opportunity to generate savings from two refunding bonds. The bonds are being sold through a competitive bid process. Bids were taken on July 13, 2021. Representatives from Hilltop Securities, the City's financial advisors will present the outcome of the bid process.

FINANCIAL IMPACT:

The sale of these bond will no impact on the FY 2021-22 tax rate. The refunding bonds will provide net savings to the Utility Fund and Debt Service Fund.

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Bond Ordinance v1

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 7/9/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

ORDINANCE NO. __-2021

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ANNA, TEXAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT AND ESCROW AGREEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTY OF COLLIN §
CITY OF ANNA §

WHEREAS, a portion of the bonds hereinafter authorized represent the issuance of a portion of the bonds lawfully and favorable voted and approved by voters of the City of Anna, Texas (the "Issuer") at an election held in the Issuer on May 1, 2021 (the "Election"), as follows:

Prop No.	Purpose	Total Voted Amount	Amount Previously Issued	Amount Being Issued	Amount Remaining Unissued
A	Fire Protection	$ 8,000,000.00	$0.00	$4,360,000.00	$ 3,640,000.00
B	Community Library	$22,000,000.00	$0.00	$2,700,000.00	$19,300,000.00
C	Parks and Recreation	$28,000,000.00	$0.00	$1,500,000.00	$26,500,000.00
		$58,000,000.00	$0.00	$8,560,000.00	$49,440,000.00

WHEREAS, the City Council deems it necessary and advisable to authorize, issue and deliver $8,560,000 of said voted bond authorization from the Election for the purposes stated in the preceding paragraph, thereby leaving a balance of voted but unissued bonds from the Election of $49,440,000.00; and

WHEREAS, the Issuer has previously issued, and there are presently outstanding (1) general obligation bonds of the Issuer secured by a pledge of ad valorem tax revenues, and (2) certificates of obligation of the Issuer secured by a pledge of ad valorem tax revenues and surplus revenues of the Issuer's waterworks and sewer system, all as described in Schedule I attached hereto (collectively, the "Eligible Refunded Obligations"); and

WHEREAS, the Issuer now desires to refund all of the bonds described in Schedule I attached hereto (the "Refunded Obligations"); and

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with any paying agent for the Refunded Obligations or a trust

company or commercial bank that does not act as a depository for the Issuer, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Regions Bank is a paying agent for the Refunded Obligations; and

WHEREAS, the City Council of the Issuer hereby finds and determines that it is a public purpose and in the best interests of the Issuer to refund the Refunded Obligations in order to achieve a present value debt service savings and to restructure the Issuer's outstanding debt service, and that such refunding will result in a present value debt service savings of approximately $_____ and an actual debt service savings of approximately $_____ to the Issuer, which savings is net of the Issuer's contribution to the refunding in the amount of $_____, such amount to be transferred from the interest and sinking fund for the Refunded Obligations to the Escrow Fund established pursuant to the Escrow Agreement authorized herein; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to Chapters 1207 and 1331, Texas Government Code, as amended, and other applicable laws; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Ordinance has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code.

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS; DEFINITIONS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bonds of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of $_____ with the proceeds of such being used for the public purposes of (i) constructing and acquiring a fire station and related improvements and equipment, (ii) acquiring, designing, construction and equipping a community library that includes multipurpose meeting spaces and classrooms, (iii) acquiring, designing, constructing, and equipping parks and recreation facilities, including without limitation land acquisition, feasibility studies, park improvements, recreation and sports facilities, and trails (the foregoing purposes referred to herein as the "Improvement Projects"), (iv) refunding the Refunded Obligations, and (v) paying costs of issuance of the Bonds (collectively, the "Projects").

(b) DEFINITIONS. Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following term shall have the meaning specified below:

"Bonds" means all Bonds issued pursuant to this Ordinance, including the Initial Bond and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Delivery Date" shall mean the date of delivery of the Bonds to the Initial Purchaser (as defined in Section 14 hereof) against payment therefor.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, INTEREST RATES AND MATURITIES OF BONDS; APPLICATION OF PREMIUM OR DISCOUNT.

(a) Each Bond issued pursuant to this Ordinance shall be designated "CITY OF ANNA, TEXAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2021" (the "Bonds"), and initially there shall be issued, sold and delivered hereunder one fully registered Bond, without interest coupons, dated July 15, 2021, in the entire principal amount of the Bonds, numbered T-1, and in the denomination hereinafter stated (the "Initial Bond"), with Bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated, numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner").

(b) Interest on the Bonds shall accrue from the Delivery Date and shall be payable February 15 and August 15 of each year, commencing February 15, 2022. The Bonds shall mature and be payable on the Maturity Dates and in the Principal Amounts, respectively, and shall bear interest in the manner provided, on the dates stated, and from the dates set forth, in the FORM OF BOND set forth in EXHIBIT B of this Ordinance to their respective Maturity Dates or redemption prior to maturity at the rates per annum, as set forth in the following schedule.

Maturity Date (Feb. 15)	Principal Amount	Interest Rate	Maturity Date (Feb. 15)	Principal Amount	Interest Rate
2022			2035		
2023			2036		
2024			2037		
2025			2038		
2026			2039		
2027			2040		
2028			2041		
2029			2042		
2030			2043		
2031			2044		
2032			2045		
2033			2046		
2034					

Section 3. CHARACTERISTICS OF THE BONDS. (a) The Issuer shall keep or cause to be kept at the corporate trust office of Regions Bank, Houston, Texas (the "Paying

Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Bonds"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall at all times maintain an office in the State of Texas or shall keep a copy of the Registration Books in the State of Texas.

(b) The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds shall be paid as provided in the FORM OF BOND set forth in EXHIBIT B of this Ordinance. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in EXHIBIT B of this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Except as provided in subsection (e) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Texas Government Code Chapter 1201, Subchapter D, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Ordinance, approved by the Office of the Attorney General of the State of Texas (the "Attorney General"), and registered by the Comptroller of Public Accounts of the State of Texas (the "Comptroller").

(d) The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The

Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds.

(e) The Bonds (i) shall be issued in fully-registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Bonds, (iv) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 35 days prior to any such redemption date), (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in EXHIBIT B of this Ordinance. The Initial Bond is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(f) The Issuer covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be a single entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 45 days written notice to the Paying Agent/Registrar, to be effective not later than 30 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the Initial Purchaser (as defined in Section 14 hereof) or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the Issuer, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC

on behalf of such Initial Purchaser one registered definitive Bond for each maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

(h) With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and money sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed will have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice will state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not fulfilled, such notice will be of no force and effect, the Issuer will not redeem such Bonds, and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Bonds have not been redeemed.

Section 4. DTC REGISTRATION. The Bonds initially shall be issued and delivered in such manner that no physical distribution of the Bonds will be made to the public, and The Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Bonds. DTC has represented that it is a limited purpose trust company incorporated under the law of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the Issuer accepts, but in no way verifies, such representations. Immediately upon delivery of the Initial Bond to the Initial Purchaser, the Paying Agent/Registrar shall cancel such Initial Bond, and substitute Bonds shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. It is expected that DTC will hold the Bonds on behalf of the Initial Purchaser and its respective participants. So long as each Bond is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system that will identify ownership of the Bonds in integral amounts of $5,000, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Bonds initially deposited with DTC shall be immobilized and not be further exchanged for substitute Bonds except as hereinafter provided. The Issuer is not responsible or liable for any function of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Bonds. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Bonds, and the method of paying the fees and charges of DTC. The Issuer does not represent, nor does it in any respect covenant that the initial book-entry system establishment with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Bonds is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Bonds will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Bonds. To effect the establishment of the foregoing book-entry system, the

Mayor and the City Administrator of the Issuer are hereby authorized to execute a "Blanket Issuer Letter of Representations" in the form provided by DTC to evidence the Issuer's intent to establish said book-entry system.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller to be attached only to the Initial Bond, shall be, respectively, substantially in the form provided in EXHIBIT B attached hereto, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

Section 6. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Bonds as such principal matures; and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 7. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section 7, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable

solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 7(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the Registered Owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 7(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the Issuer and to the Paying

Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Texas Government Code Chapter 1201, Subchapter D, this Section 8 of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3 of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION AND ENGAGEMENT OF BOND COUNSEL AND FINANCIAL ADVISOR; CUSIP NUMBERS.

(a) The Mayor of the Issuer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General, and their registration by the Comptroller. Upon registration of the Bonds said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds.

(b) The obligation of the Initial Purchaser to accept delivery of the Bonds is subject to the Initial Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the Initial Purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor of the Issuer, and the Mayor is hereby authorized to execute such engagement letter.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with:

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less, or, in the case of refunding bonds, for a period of 90 days or less, until such proceeds are needed for the purpose for which the Bonds or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section l.148 1(b) of the rules and regulations of the United States Department of the Treasury (the "Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United

States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Chief Executive Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 11. DISPOSITION OF PROJECTS. The Issuer covenants that the property financed or refinanced with the proceeds of the Bonds (the "Projects") will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the Projects comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 12. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE IMPROVEMENT PROJECTS. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the Improvement Projects on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Improvement Projects are completed. The foregoing notwithstanding, the Issuer shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 13. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2021 General Obligation Bonds Construction Fund" (the "Construction Fund") for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Improvement Projects as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 6 of this Ordinance.

(b) The Issuer may invest proceeds of the Bonds (including investment earnings thereon) issued for Improvement Projects and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 14. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT.

(a) The Bonds are hereby sold and shall be delivered to _____ (the "Initial Purchaser") for the purchase price of $_____, representing the aggregate principal amount of the Bonds of $_____ ($_____ with respect to the new money portion and $_____ with respect to the refunding portion), plus a cash premium of $_____ ($_____ with respect to the new money portion and $_____ with respect to the refunding portion), pursuant to the terms of the Notice of Sale and Bidding Instructions, Official Bid Form, and Preliminary Official Statement dated as of July 2, 2021. The Bonds shall initially be registered in the name of such Initial Purchaser or its designee. It is officially found, determined, and declared that the Bonds have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to the Notice of Sale and Bidding Instructions, Official Bid Form, and Preliminary Official Statement prepared and distributed in connection with the sale of the Bonds. Said Notice of Sale and Bidding Instructions, Official Bid Form, and Preliminary Official Statement, and any addenda, supplement, or amendment thereto have been and are hereby approved by the governing body of the Issuer, and their use in the offer and sale of the Bonds is hereby approved.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Initial Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement, prior to the date hereof is hereby ratified and confirmed.

Section 15. INTEREST EARNINGS ON BOND PROCEEDS; USE OF ACCRUED INTEREST AND PREMIUM RECEIVED FROM SALE OF BONDS.

(a) Interest Earnings. Interest earnings derived from the proceeds deposited to the Issuer's construction fund shall be retained therein and used for the purpose of constructing the Improvement Projects, provided that after the completion of the Improvement Projects, any amounts remaining therein shall be deposited to the Interest and Sinking Fund for the Bonds. It is further provided, however, that any interest earnings on bond proceeds that are required to be rebated to the United States of America pursuant to Section 10 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) Use of Accrued Interest and Premium. There is no accrued interest received from the sale of the Bonds. The Bonds are being sold at a cash premium of $_____, which cash premium is being applied as follows: the amount of $_____ being deposited to the Construction Fund authorized by Section 13 hereof for the purpose of paying lawful costs of the Project, the amount of $_____ being deposited to the Escrow Fund, and the amount of $_____ being applied to pay the costs of issuance. Therefore, the voted authorization of Bonds which are being issued pursuant to the Election is $8,560,000 ($_____ in principal amount, plus $_____ in premium being allocated to the construction fund) with the balance of voted but unissued bonds authorized at the Election being $49,440,000.00.

Section 16. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future holders of the same bond during such period. Such consent may be revoked at any time after six months from the date of said consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such bonds on the registration books kept by the Paying Agent/Registrar.

Section 17. FURTHER PROCEDURES. The Mayor or Mayor Pro-Tem and City Secretary of the Issuer, and the City Administrator of the Issuer, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Blanket Issuer Letter of Representations with DTC

regarding the Book-Entry-Only System, a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Blanket Issuer Letter of Representations, the Bonds, the Bond Purchase Agreement, the sale of the Bonds and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry-Only System and to the extent permitted by law, the Blanket Issuer Letter of Representation is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 18. APPROVAL OF ESCROW AGREEMENT; REDEMPTION OF REFUNDED OBLIGATIONS.

(a) The Issuer hereby directs that the Refunded Obligations be called for redemption on the dates and at the prices set forth in Schedule I.

(b) The paying agent/registrars for the Refunded Obligations are hereby authorized and directed to issue or cause to be issued the notice of redemption of the Refunded Obligations in accordance with the respective ordinances authorizing each of the Refunded Obligations.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement approved in this Section, or from amounts deposited with the paying agent/registrar for the Refunded Obligations from proceeds of the Bonds, if there is no Escrow Agreement.

(e) It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the debt service requirements of the Issuer, and that the debt service requirements on the refunding portion of the Bonds will be less than those on the Refunded Obligations, resulting in a reduction in the amount of principal and interest which otherwise would be payable. The Refunded Obligations are subject to redemption and shall be called for redemption on the respective date or dates shown on Schedule I, and the proper notices of such redemption to be given, and in each case at a redemption price of par, plus accrued interest to the date fixed for redemption.

(f) The Mayor or Mayor Pro-Tem of the Issuer is further authorized to enter into and execute on behalf of the Issuer with Regions Bank (the "Escrow Agent"), an Escrow Agreement, in substantially the form presented to the City Council at the meeting at which this Ordinance was adopted, which Escrow Agreement will provide for the payment in full of the Refunded Obligations (the "Escrow Agreement").

Section 19. COMPLIANCE WITH RULE 15c2-12.

(a) Annual Reports. The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, within twelve months after the end of each fiscal year, financial information and operating data with respect to the Issuer of the general type included in the Official Statement under Tables 1 through 6 and 8 through 15 and in APPENDIX B, which is the Issuer's audited financial statement. The Issuer will update and provide the information in the numbered tables within six months after the end of each fiscal year ending in and after 2021. The Issuer will additionally provide audited financial statements within 12 months after the end of each fiscal year ending in or after 2021. Any financial information so to be provided shall be (1) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not completed within such period, then the Issuer shall provide unaudited financial information that is available to the Issuer within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(b) Event Notices. The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of bondholders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of an obligated person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);
13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15 Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
16 Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give the notice required by Subsection (d) hereof of any Bond calls and defeasance that cause the Issuer to no longer be such an "obligated person".

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition,

or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(e) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

(i) "MSRB" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

(ii) "Rule" means SEC Rule 15c2 12, as amended from time to time.

(iii) "SEC" means the United States Securities and Exchange Commission.

(iv) "Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

Section 20. APPROPRIATION. To pay the debt service coming due on the Bonds prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 21. INCONSISTENT PROVISIONS. All ordinances, orders, or resolutions of the City Council, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 22. GOVERNING LAW. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 23. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 24. CONTINUED PERFECTION OF SECURITY INTEREST. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the Issuer under Section 6 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under Section 6 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business and Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 25. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

Section 26. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer or the City Council of the Issuer, as appropriate for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

Section 27. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or directors of the Issuer or the City Council of the Issuer.

[Remainder of page intentionally left blank]

PASSED, APPROVED AND EFFECTIVE this July 13, 2021.

ATTEST:

_____
Nate Pike, Mayor, City of Anna, Texas

_____
Carrie L. Land, City Secretary, City of Anna, Texas

[CITY SEAL]

Signature Page to
AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ANNA, TEXAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2021; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID BONDS; APPROVING AN OFFICIAL STATEMENT, A BOND PURCHASE AGREEMENT AND ESCROW AGREEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS

City of Anna, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012

Maturity Amount	Maturity Date	Amount Being Refunded	Coupon
$ 90,000.00	2/15/2022	$ 90,000.00	2.000%
$ 290,000.00	2/15/2025	$ 290,000.00	2.500%
$ 510,000.00	2/15/2027	$ 510,000.00	2.500%
$ 425,000.00	2/15/2028	$ 425,000.00	2.500%
$ 435,000.00	2/15/2029	$ 435,000.00	2.500%
$ 450,000.00	2/15/2030	$ 450,000.00	2.500%
$ 460,000.00	2/15/2031	$ 460,000.00	2.500%
$ 475,000.00	2/15/2032	$ 475,000.00	2.500%
$ 495,000.00	2/15/2033	$ 495,000.00	2.500%

City of Anna, Texas General Obligation Refunding Bonds, Series 2016

Maturity Amount	Maturity Date	Amount Being Refunded	Coupon
$ 64,000.00	2/15/2022	$ 64,000.00	2.000%
$ 83,000.00	2/15/2023	$ 83,000.00	2.000%
$ 78,000.00	2/15/2024	$ 78,000.00	2.000%
$ 97,000.00	2/15/2025	$ 97,000.00	2.000%
$ 99,000.00	2/15/2026	$ 99,000.00	2.000%
$ 101,000.00	2/15/2027	$ 101,000.00	2.000%

The Refunded Obligations shall be redeemed on September 9, 2021 at a price of par plus accrued interest to such date.

EXHIBIT A

FORM OF BOND

(a) Form of Bond. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller to be attached only to the Initial Bond, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF ANNA GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2021	PRINCIPAL AMOUNT $_____

INTEREST RATE	DELIVERY DATE	MATURITY DATE	CUSIP NO.
	August 10, 2021	February 15, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, CITY OF ANNA, in Collin County, Texas (the "*Issuer*"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "*Registered Owner*") the principal amount set forth above, and to pay interest thereon from the Delivery Date set forth above, on February 15, 2022 and on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust office of Regions Bank in Houston, Texas which is the "*Paying Agent/Registrar*" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof

on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of the Bonds (the "*Bond Ordinance*") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the last business day of the month next preceding each such date (the "*Record Date*"), on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment due on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated as of July 15, 2021, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $3,190,000 for the public purposes of (i) constructing and acquiring a fire station and related improvements and equipment, (ii) acquiring, designing, construction and equipping a community library that includes multipurpose meeting spaces and classrooms, (iii) acquiring, designing, constructing, and equipping parks and recreation facilities, including without limitation land acquisition, feasibility studies, park improvements, recreation and sports facilities, and trails (iv) refunding certain outstanding obligations of the Issuer, and (v) paying costs of issuance of the Bonds.

ON FEBRUARY 15, 2031, or any date thereafter, the Bonds of this series maturing on and after February 15, 2032 may be redeemed prior to their scheduled maturities, at the option of the

Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE BONDS scheduled to mature on February 1 in the years 20__, 20__, 20__, 20__ and 20__ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Bonds Maturing February 15, 20__		Bonds Maturing February 15, 20__	
Year	Principal Amount	Year	Principal Amount
20__		20__	
20__		20__	
20__		20__	
20__[1]		20__[1]	

Bonds Maturing February 15, 20__		Bonds Maturing February 15, 20__	
Year	Principal Amount	Year	Principal Amount
20__		20__	
20__		20__	
20__[1]		20__[1]	

[1] Stated maturity.

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST THIRTY days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each

Bond to be redeemed at its address as it appeared on the day such notice of redemption is mailed and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of $5,000 in principal amount or any integral multiple thereof. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Bonds (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment

date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER ALSO HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

City Secretary	Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Date of authentication: _____

Regions Bank
Houston, Texas
Paying Agent/Registrar

By:_____
Authorized Signatory

(c) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto:

_____

Please insert Social Security or Taxpayer Identification Number of Transferee

_____

Please print or type name and address, including zip code of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints: _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller.

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of City of Anna, Texas, and that this Bond has this day been registered by me.

WITNESS MY SIGNATURE AND SEAL this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

(f) Insertions for the Initial Bond.

The initial Bond shall be in the form set forth in paragraph (a) of this Form of Bond, except that:

(A) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. _____" shall be deleted.

(B) the first paragraph shall be deleted and the following will be inserted:

"CITY OF ANNA (the "Issuer"), being a political subdivision located in Collin County, Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the dates, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

[Information from Section 2(b) of the Bond Ordinance to be inserted]

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2022 and on each August 15 and February 15 thereafter to the date of payment of the Principal Amounts specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

(C) The Initial Bond shall be numbered "T-1."

Item No. 7.h.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

1) Conduct a public hearing regarding creation of a tax increment reinvestment zone within the City of Anna.

2) Consider/Discuss/Action of an Ordinance of the City Council of the City of Anna, Texas, designating a contiguous geographic area within the extraterritorial jurisdiction of the City as a tax increment reinvestment zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Tax Increment Reinvestment Zone Number Three, City of Anna; describing the boundaries of the Zone; creating a Board of Directors for the Zone; establishing a Tax Increment Fund for the Zone; containing findings related to the creation of the Zone; providing a date for the termination of the Zone; providing that the Zone take effect immediately upon passage of the Ordinance; providing a severability clause; and providing an effective date." (Economic Development Director Joey Grisham)

SUMMARY:

This item is related to the creation of a Tax Increment Reinvestment Zone (TIRZ) for the Sherley Tract Development located just north of The Villages of Hurricane Creek. In June 2020, the City Council approved a Subdivision Improvement Agreement for the Sherley Tract Development providing for the creation of a PID and TIRZ. To create a TIRZ, a public hearing is first required. The next step in the process is the creation of an ordinance designating the geographic area and boundaries of the TIRZ District; creating a board of directors; establishing a tax increment fund for the zone; and providing a date for the termination of the zone. Also in the packet is the required Project and Financing Plan conducted by P3 Works.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

Approve the ordinance.

ATTACHMENTS:

1. 03 - Ord Establishing TIRZ No

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 7/8/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

CITY OF ANNA, TEXAS

ORDINANCE NO. ____-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE EXTRATERRIRORIAL JURISDICTION OF THE CITY AS A TAX INCREMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, CITY OF ANNA; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the extraterritorial jurisdiction of the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the extraterritorial jurisdiction of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council of the City (the "City Council") desires for the City to consider the creation of a tax increment reinvestment zone with the boundaries described in the metes and bounds attached hereto as ***Exhibit A*** and more generally depicted in ***Exhibit B*** attached hereto (the "Zone"); and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Reinvestment Zone Number Three, City of Anna, Texas Preliminary Project and Financing Plan,* dated July 13, attached as ***Exhibit C*** (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the official newspaper of the City on or before June 15, 2021, which date is the seventh (7th) day before the public hearing held on June 22, 2021; and

WHEREAS, on June 22, 2021, the City Council opened a public hearing in accordance with Section 311.003(c) of the Act, and interested persons were allowed to speak for or against the

creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone, and the City Council continued the hearing until July 13, 2021; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on July 13, 2021; and

WHEREAS, the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is publicly owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated and adopted as part of this Ordinance for all purposes.

SECTION 2. FINDINGS.

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

(a) That the public hearing on the creation of the proposed reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by applicable law, including the Act; and

(b) That creation of the proposed reinvestment zone with boundaries as described and depicted in ***Exhibits A*** and ***B*** will result in benefits to the City, its residents and property owners, in general, and to the property, residents and property owners in the reinvestment zone; and

(c) That the proposed reinvestment zone, as described and depicted in ***Exhibits A*** and ***B***, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located wholly within the extraterritorial jurisdiction of the City; and

2. The area is predominately open, undeveloped or underdeveloped, and the lack of necessary public improvements impairs sound growth of the City; and

(d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City; and

(g) That the development or redevelopment of the Property in the proposed reinvestment zone will not occur solely through private investment in the reasonably foreseeable future; and

(h) The City Council has prepared the Preliminary Project and Finance Plan prior to the adoption of this Ordinance; and

(i) The City Council finds that the Preliminary Project and Finance Plan is feasible.

SECTION 3. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in ***Exhibits A*** and ***B*** hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is **Reinvestment Zone Number Three, City of Anna** (hereinafter referred to as the "Zone").

SECTION 4. BOARD OF DIRECTORS.

(a) The City Council hereby creates a board of directors for the Zone (hereinafter referred to as the "Board") consisting of seven (7) members all appointed by the City Council. Council Members may serve as Board members.

(b) The Board members appointed to the Board shall be eligible to serve on the Board if that person is at least 18 years of age, and is a resident of the county in which the Zone is located or a county adjacent to that county.

(c) The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone (hereinafter referred to as the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The Board shall consider amendments to the Project and Finance Plan on its own initiative or upon submission by the City Council, but amendments considered by Board shall not take effect unless and until adopted by City Council.

(e) Directors shall not receive any salary or other compensation for their services as directors.

(f) Members of the Board shall be appointed for terms of two years. The terms of the Board members may be staggered. The City Council may remove and replace Board members at any time during a term.

(g) The initial Board shall be seven members and the following shall be members:

1. Mayor
2. City Councilmember, Place 1
3. City Councilmember, Place 2
4. City Councilmember, Place 3
5. City Councilmember, Place 4
6. City Councilmember, Place 5
7. City Councilmember, Place 6

The City Council hereby appoints Mayor to serve as chairman of the Board during the time the initial Board is serving. Each year the City shall appoint one member of the Board to serve as chairman for a term of one year that begins on January 1 of the year. If City Council does not appoint a chairman during that period, the Mayor is automatically appointed to serve as chairperson for the term that begins on January 1 of the following year. The Board may elect a vice-chairman to preside in the absence of the chairman or when there is a vacancy in the office of chairman. The Board may elect other officers as it considers appropriate.

SECTION 5. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2052; or (ii) the amount of the City's contribution of the Tax Increment into the Tax Increment Fund since the effective date of the Zone equals an amount estimated to be $14,751,553, which amount is subject to a TIRZ par amount of $6,638,200.00 plus six percent (6.00%) interest and TIRZ Administrative Expenses, as set forth in the Project and Finance Plan ; or (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act; or (iv) at a time designated by subsequent ordinance.

SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.

Pursuant to Section 311.012(c) of the Act, the tax increment base of the City, or any other taxing unit participating in the Zone, is the total taxable value, as of January 1, 2021, of all real property taxable by the City or other taxing unit participating in the Zone, and located in the Zone for the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base"). That consistent with Section 311.012(a) of the Act, the amount of the tax increment for a year is an amount no greater than fifty and 00/100 percent (50.00%), of real property taxes levied, assessed, and collected by the City and all or a portion of property taxes of other taxing units participating in the Zone and located in the Zone (as set forth in an agreement to participate in the Zone) for that year on the Captured Appraised Value (defined below) of real property taxable by City or other taxing unit participating in the Zone and located in the Zone (the "Tax Increment"). Consistent with Section 311.012(b) of the Texas Tax Code, as amended, the Captured Appraised Value of real property taxable by the City or other taxing unit participating in the Zone for a year is the total appraised value of all real property taxable by the City or other taxing unit and located in the Zone for that year less the Tax Increment Base (the "Captured Appraised Value").

SECTION 7. TAX INCREMENT FUND.

There is hereby created and established a "Tax Increment Fund" for the Zone that may be divided into subaccounts as authorized by subsequent ordinances, into which the Tax Increment of the City, as such increments are described in the Project and Finance Plan and includes administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts shall be maintained at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues to be dedicated to and used in the Zone shall be deposited into the Tax Increment Fund from which money will be disbursed to pay project costs, plus interest, for the Zone, however excess funds may be transferred to the City's general fund as determined by the City.

SECTION 8. SEVERABILITY CLAUSE.

Should any provision, section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Anna hereby declares that it would have passed this Ordinance, and each provision, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the

City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption in accordance with and as provided by law and the City Charter.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS THE 13TH DAY OF JULY, 2021.

_____
Nate Pike, Mayor

ATTEST:

_____
Carrie L. Smith, City Secretary

Exhibit A
Metes and Bounds Description of the Zone
109.402 Acres (Sherley Tract PID Improvement Area #1)

LEGAL DESCRIPTION

TRACT 1 (65.070 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 A PORTION OF THAT TRACT OF 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 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;

N 89° 17' 48" E, 110.00 FEET;

N 00° 42' 12" W, 31.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, 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;

N 32° 16' 49" E, 45.65 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, 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;

N 57° 43' 11" W, 162.85 FEET;

S 32° 16' 50" W, 605.17 FEET;

THENCE S 88° 18' 50" W, 111.81 FEET TO THE NORTH LINE OF SAID CADG TRACT;

THENCE DEPARTING SAID NORTH LINE OVER AND ACROSS SAID MM ANNA 325 TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 45° 08' 58" W, 366.07 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 520.46 FEET, THROUGH A CENTRAL ANGLE OF 22° 45' 50", HAVING A RADIUS OF 1309.97 FEET, AND A LONG CHORD WHICH BEARS N 40° 23' 55" E, 517.04 FEET;

N 60° 58' 59" W, 120.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 923.67 FEET, THROUGH A CENTRAL ANGLE OF 44° 28' 21", HAVING A RADIUS OF 1190.00 FEET, AND A LONG CHORD WHICH BEARS S 51° 15' 12" W, 900.66 FEET;

S 16° 30' 37" E, 120.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 27.21 FEET, THROUGH A CENTRAL ANGLE OF 01° 11' 24", HAVING A RADIUS OF 1310.00 FEET, AND A LONG CHORD WHICH BEARS S 74° 05' 05" W, 27.21 FEET;

S 31° 32' 06" W, 43.31 FEET;

S 12° 15' 52" E, 4.77 FEET TO THE NORTH LINE OF SAID CADG TRACT;

THENCE S 89° 05' 29" W, 95.27 FEET;

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 THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 27.22 FEET, THROUGH A CENTRAL ANGLE OF 01° 11' 26", HAVING A RADIUS OF 1310.00 FEET, AND A LONG CHORD WHICH BEARS S 81° 23' 55" W, 27.22 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.

N 08° 00' 22" W, 120.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 147.41 FEET, THROUGH A CENTRAL ANGLE OF 07° 05' 51", HAVING A RADIUS OF 1190.00 FEET, AND A LONG CHORD WHICH BEARS S 85° 32' 34" W, 147.31 FEET;

S 89° 05' 29" W, 1,229.11 FEET;

N 45° 54' 31" W, 42.43 FEET;

N 00° 54' 31" W, 48.75 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 139.73 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;

N 11° 13' 18" E, 45.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, 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;

N 20° 08' 12" E, 50.00 FEET;

N 21° 08' 00" E, 138.53 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, 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;

N 83° 25' 09" E, 130.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, 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;

N 80° 57' 01" E, 50.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, 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;

N 83° 35' 40" E, 67.70 FEET;

S 87° 45' 57" E, 468.26 FEET;

S 87° 55' 48" E, 10.60 FEET;

N 01° 44' 03" E, 20.00 FEET;

S 88° 15' 57" E, 50.00 FEET;

S 01° 44' 03" W, 23.48 FEET;

N 89° 15' 16" E, 160.00 FEET;

N 84° 17' 59" E, 91.31 FEET;

N 81° 10' 42" E, 54.72 FEET;

N 75° 20' 06" E, 60.71 FEET;

N 70° 47' 30" E, 41.34 FEET;

N 66° 36' 18" E, 49.56 FEET;

N 61° 16' 50" E, 59.24 FEET;

N 56° 58' 45" E, 50.71 FEET;

N 55° 47' 22" E, 49.81 FEET;

N 58° 06' 52" E, 47.94 FEET;

N 57° 16' 20" E, 66.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 32.90 FEET, THROUGH A CENTRAL ANGLE OF 01° 34' 15", HAVING A RADIUS OF 1200.00 FEET, AND A LONG CHORD WHICH BEARS N 28° 47' 28" W, 32.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.

N 61° 59' 39" E, 50.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 45.85 FEET, THROUGH A CENTRAL ANGLE OF 02° 17' 04", HAVING A RADIUS OF 1150.00 FEET, AND A LONG CHORD WHICH BEARS S 29° 08' 53" E, 45.85 FEET;

N 59° 42' 35" E, 120.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 434.10 FEET, THROUGH A CENTRAL ANGLE OF 24° 08' 52", HAVING A RADIUS OF 1,030.00 FEET, AND A LONG CHORD WHICH BEARS S 42° 21' 09" E, 430.90 FEET;

S 54° 25' 35" E, 89.54 FEET;

N 24° 51' 49" E, 70.52 FEET;

S 64° 05' 47" E, 100.01 FEET;

S 65° 13' 30" E, 75.00 FEET;

N 69° 45' 54" E, 42.43 FEET;

N 24° 45' 54" E, 22.77 FEET;

S 65° 14' 06" E, 120.00 FEET;

S 24° 45' 54" W, 23.65 FEET;

S 19° 10' 53" E, 43.20 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 96.46 FEET, THROUGH A CENTRAL ANGLE OF 05° 31' 37", HAVING A RADIUS OF 1000.00 FEET, AND A LONG CHORD WHICH BEARS S 59° 58' 35" E, 96.43 FEET;

N 24° 45' 54" E, 31.64 FEET;

S 58° 13' 31" E, 50.38 FEET;

S 24° 45' 54" W, 33.83 FEET;

S 55° 20' 20" E, 104.47 FEET;

S 57° 43' 11" E, 272.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, THROUGH 33° 03' 57", 444.37 FEET HAVING A RADIUS OF 770.00 FEET, AND A LONG CHORD WHICH BEARS S 74° 15' 09" E, 438.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, 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;

S 78° 32' 52" E, 50.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, THROUGH 06° 37' 24", 37.57 FEET HAVING A RADIUS OF 325.00 FEET, AND A LONG CHORD WHICH BEARS S 08° 08' 26" W, 37.55 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 71.20 FEET, 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;

N 80° 10' 03" E, 330.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, 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 POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.

N 87° 02' 56" E, 80.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 191.58 FEET, THROUGH A CENTRAL ANGLE OF 11° 26' 03", HAVING A RADIUS OF 960.00 FEET, AND A LONG CHORD WHICH BEARS S 08° 40' 05" E, 191.26 FEET;

S 14° 23' 07" E, 121.17 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 100.60 FEET, THROUGH A CENTRAL ANGLE OF 12° 23' 42", HAVING A RADIUS OF 465.00 FEET, AND A LONG CHORD WHICH BEARS S 08° 11' 16" E, 100.40 FEET;

S 01° 59' 25" E, 283.25 FEET;

THENCE S 89° 04' 42" W, 1264.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,834,457 SQUARE FEET OR 65.070 ACRES MORE OR LESS;

TRACT 2 (44.332 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 A PORTION OF THAT TRACT OF 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 THE MOST SOUTHERLY SOUTHWEST CORNER IN PLAT TO URBAN CROSSING RECORDED IN INSTURMENT NUMBER 20131227010003710 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.) AND BEING IN THE NORTH LINE OF SAID MM ANNA 325 TRACT;

THENCE FOLLOWING THE SOUTH LINE OF SAID URBAN CROSSING TRACT AND THE NORTH LINE OF SAID MM ANNA 325 TRACT THE FOLLOWING BEARINGS AND DISTANCES:

S 89° 47' 13" E, 602.59 FEET;

N 88° 59' 00" E, 461.54 FEET;

THENCE DEPARTING SAID COMMON LINE OVER AND ACROSS SAID MM ANNA 325

TRACT THE FOLLOWING BEARINGS AND DISTANCES:

S 01° 10' 22" E, 231.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 1,023.35 FEET, THROUGH A CENTRAL ANGLE OF 31° 31' 24", HAVING A RADIUS OF 1860.00 FEET, AND A LONG CHORD WHICH BEARS S 40° 31' 36" W, 1010.49 FEET;

S 24° 45' 54" W, 220.34 FEET;

S 24° 45' 54" W, 22.77 FEET;

S 69° 45' 54" W, 42.43 FEET;

N 65° 13' 30" W, 75.00 FEET;

N 64° 05' 47" W, 100.01 FEET;

S 24° 51' 49" W, 70.52 FEET;

N 54° 25' 35" W , 89.54 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 434.10 FEET, THROUGH A CENTRAL ANGLE OF 24° 08' 52", HAVING A RADIUS OF 1030.00 FEET, AND A LONG CHORD WHICH BEARS N 42° 21' 09" W, 430.90 FEET;

S 59° 42' 35" W, 120.15 FEET TO THE BEGINNING OF A CURVFE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 45.85 FEET, THROUGH A CENTRAL ANGLE OF 02° 17' 04", HAVING A RADIUS OF 1150.00 FEET, AND A LONG CHORD WHICH BEARS N 29° 08' 53" W, 45.85 FEET;

S 61° 59' 39" W, 50.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 32.90 FEET, THROUGH A CENTRAL ANGLE OF 01° 34' 15", HAVING A RADIUS OF 1200.00 FEET, AND A LONG CHORD WHICH BEARS S 28° 47' 28" E, 32.90 FEET;

S 57° 16' 20" W, 66.93 FEET;

S 58° 06' 52" W, 47.94 FEET;

S 55° 47' 22" W, 49.81 FEET;

S 56° 58' 45" W, 50.71 FEET;

S 61° 16' 50" W, 59.24 FEET;

S 66° 36' 18" W, 49.56 FEET;

S 70° 47' 30" W, 41.34 FEET;

S 75° 20' 06" W, 60.71 FEET;

S 81° 10' 42" W, 54.72 FEET;

S 84° 17' 59" W, 91.31 FEET;

S 89° 15' 16" W, 160.00 FEET;

N 01° 44' 03" E, 23.48 FEET;

N 01° 44' 03" E, 104.07 FEET;

S 88° 15' 57" E, 10.50 FEET;

N 01° 44' 03" E, 50.00 FEET;

N 88° 15' 57" W, 109.33 FEET;

N 01° 44' 03" E, 130.00 FEET;

N 00° 53' 08" E, 401.03 FEET;

N 68° 31' 37" E, 311.47 FEET;

N 27° 44' 36" E, 271.58 FEET;

N 78° 55' 21" E, 359.52 FEET;

N 89° 19' 48" E, 60.00 FEET;

N 89° 19' 48" E, 369.75 FEET TO THE WEST LINE OF SAID URBAN CROSSING;

THENCE S 00° 05' 05" E, 5.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,931,085 SQUARE FEET OR 44.332 ACRES MORE OR LESS.

Exhibit B
Depiction of Zone

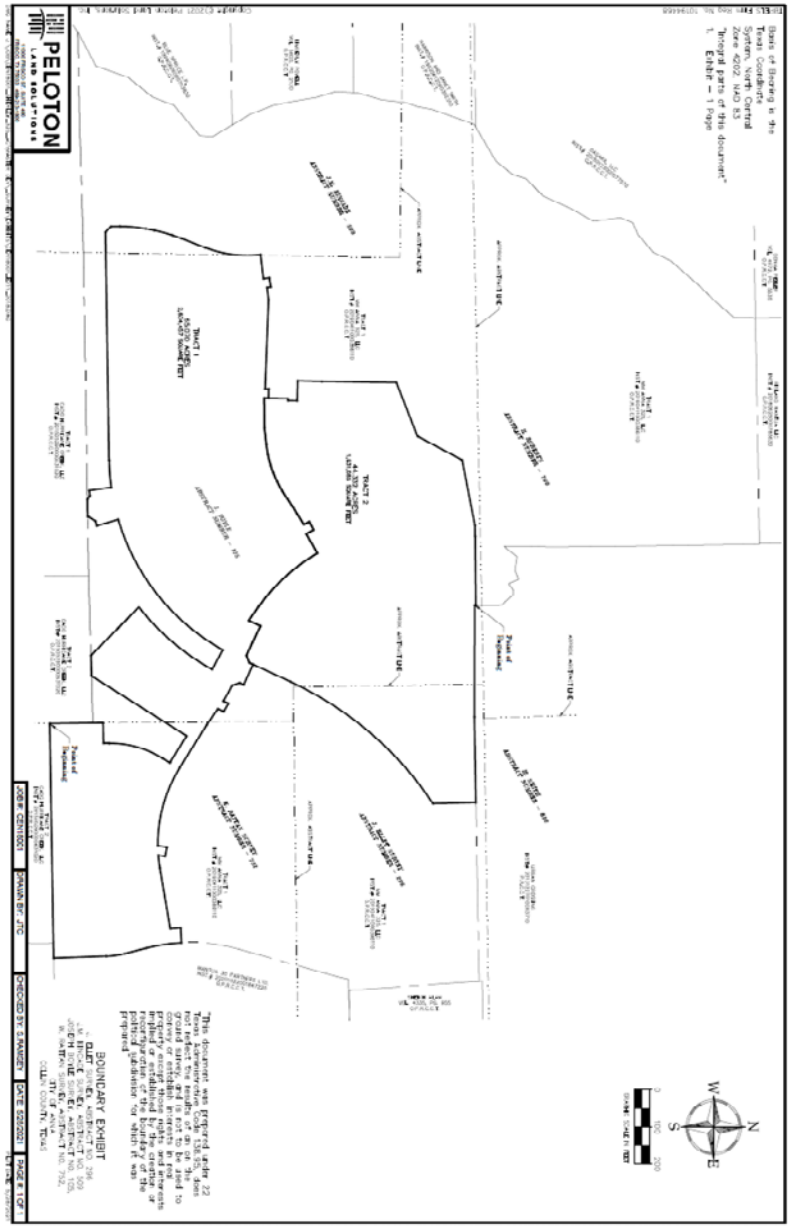

Exhibit C
Preliminary Project Plan and Finance Plan

REINVESTMENT ZONE NUMBER THREE, CITY OF ANNA, TEXAS PRELIMINARY PROJECT AND FINANCING PLAN

JULY 13, 2021

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SECTION 1: INTRODUCTION

1.1 Authority and Purpose

The City of Anna, Texas, a Texas home-rule municipality (the "City") has the authority under Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the governing body of the City (the "City Council") has determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 Proposed Zone

The City Council intends to create a tax increment reinvestment zone to be known as *"Reinvestment Zone Number Three, City of Anna, Texas"* (the "Zone") that includes approximately 109.402 acres of land as described on by legal description on **Appendix A** and depicted on **Appendix B** (the "Property"). The Property is owned by MM Anna 325, LLC, a Texas limited liability company (the "Owner"). The Property is currently located within the extraterritorial jurisdiction of the City, and is therefore not zoned. However, it is anticipated that upon annexation into the City, the Property will be zoned planned development district for residential uses. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is

predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the public improvements, and other projects are financed as contemplated by this Preliminary Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, Collin County, Texas (the "County"), the initial phase of a quality master planned residential and commercial development.

1.4 Preliminary Plan and Hearing

Before the City Council adopts the ordinance designating the Zone, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with the Act and hold a public hearing on the creation of the proposed Zone and its benefits to the City and to the Property, at which public hearing interested persons are given the opportunity to speak for and against the creation of the proposed Zone, the boundaries of the proposed Zone and the concept of tax increment financing, and at which hearing the owners of the Property will be given a reasonable opportunity to protest the inclusion of their Property in the proposed Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this Preliminary Plan dated July 13th, 2021 (the "Preliminary Plan"), the purpose of which is to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed will be determined by the Final Plan and by the TIRZ Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council may adopt an ordinance in accordance with the Act creating the Zone if (1) the City Council finds that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone is feasible, and (3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City. Among other provisions required by the Act, the ordinance creating the Zone will appoint a Board of Directors for the Zone (the "Board").

1.6 Board Recommendations

After the creation of the Zone, the Board will review this Preliminary Plan and approve and recommend to the City Council a *"Reinvestment Zone Number Three, City of Anna, Texas, Final Project and Finance Plan"* (the "Final Plan"), and an agreement between the Owner, Board, and

City (the "TIRZ Agreement") pursuant to which the City will contribute a portion of its ad valorem tax increment attributable to new development in the Zone (the "Tax Increment") into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to pay to the Owner or its assigns, in accordance with the TIRZ Agreement, the costs of public improvements and other projects benefiting the Zone.

1.7 Council Action

The City Council will take into consideration the recommendations of the Board and will consider approval of the Final Plan and the TIRZ Agreement. If the TIRZ Agreement is approved, the City Council will authorize and direct its execution.

SECTION 2: DESCRIPTION AND MAPS

2.1 Existing Uses and Conditions

The Property is currently located within the extraterritorial jurisdiction of the City and is not zoned, however is anticipated that the Property will be annexed into the City, and zoned planned development district, in accordance with the City's zoning ordinance. The Property is undeveloped, and there is no public infrastructure to support development. Development will require extensive public infrastructure that: (1) the City cannot provide, and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the proposed Zone is shown on **Appendix B**.

2.2 Proposed Uses

The proposed use of the Property is the of a residential master planned community expected to contain 499 single family residential lots. It is anticipated that the development will be annexed into the corporate limits of the City.

SECTION 3: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the extraterritorial jurisdiction of the City and shall be subject to the City's zoning regulation upon annexation into the City. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 4: RELOCATION OF DISPLACED PERSONS

No persons will be displaced and in need of relocation due to the creation of the Zone or implementation of the Final Plan.

SECTION 5: ESTIMATED NON-PROJECT COSTS

Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs is shown on **Appendix C**, and are estimated to be approximately $105 million.

SECTION 6: PROPOSED PUBLIC IMPROVEMENTS

6.1 Categories of Public Improvements

The proposed public improvements to be financed by the Zone include road, water, sanitary sewer, storm drainage, and professional services (the "Public Improvements"), as depicted in **Appendix D**. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

6.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are described in the Subdivision Improvement Agreement, between the City, the Owner, and BFB Ana 40 Acres, LLC, approved on June 10th, 2020 as amended (the "Development Agreement"). These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 7: ESTIMATED PROJECT COSTS

7.1 Project Costs

The total costs for projects in the Zone, which includes a portion of the Public Improvements Costs (hereinafter defined) and the cost of administering the Zone, are estimated to be $12.1 million (the "Project Costs"), as shown on **Appendix D.**

7.2 Estimated Costs of Public Improvements

The estimated costs of the Public Improvements (the "Public Improvement Costs") within the Zone are $11.5 million, as shown on **Appendix D**.

7.3 Estimated Administrative Costs

The estimated costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City that are directly related to the administration of the Zone. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid. The Administrative Costs are estimated to be $15,000 per year beginning 2021 and escalating at two percent (2%) thereafter.

7.4 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually beginning at the time the Zone is created and through the duration of the Zone. It is estimated the Project Costs will be incurred during calendar years 2022, 2023, and 2024, as shown on **Appendix E**.

SECTION 8: ECONOMIC FEASIBILITY

8.1 Feasibility Study

For purposes of this Preliminary Plan, economic feasibility has been evaluated over the term of the Zone, as shown on **Appendix F** (the "Feasibility Study"). This evaluation focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately $27 million in total new City real property tax revenue. The City, as a participant, will benefit from the new development within the Zone and will retain approximately $13 million in net additional real property tax revenue. The remaining additional revenue will be deposited in the TIRZ Fund to pay Project Costs.

The Feasibility Study shows a portion of the new real property tax revenue generated by the Zone will be retained by the City. The remainder of the new real property tax revenue generated within the Zone will be available to pay Project Costs, until the term expires or is otherwise terminated. One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities. Upon expiration or termination of the Zone, one hundred percent (100%) of all tax revenue generated within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

SECTION 9: ESTIMATED BONDED INDEBTEDNESS

No bonded indebtedness issued by the City pursuant to the Act is contemplated.

SECTION 10: APPRAISED VALUE

10.1 Current Appraised Value

The current total appraised value of taxable real property in the Zone is $0, which represents the Tax Increment Base, (the "Tax Increment Base") of the Property and is determined by the Collin Central Appraisal District in accordance with Section 311.012(c) of the Act.

10.2 Estimated Captured Appraised Value

The amount of the Tax Increment for a year during the term of the Zone is the amount of property taxes levied and collected by the City for that year on the captured appraised value of the Property less the Tax Increment Base of the Property, (the "Captured Appraised Value"). The Tax Increment Base of the Property is the total taxable value of the Property for the year in which the Zone was designated, as described in **Section 10.1** above. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately $207 million, as shown on **Appendix F**. The actual Captured Appraised Value, as certified by the Collin Central Appraisal District will, for each year, will be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan.

SECTION 11: METHOD OF FINANCING

Pursuant to the Development Agreement, the Owner has paid, and will in the future pay, those Project Costs attributable to the Public Improvements and will construct or cause to be constructed the Public Improvements. The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone an amount equal to fifty percent (50%) of the Captured Appraised Value in the Zone levied and collected that constitutes the Tax Increment for that year. For example, in FY 2021, the City tax rate is $0.5830 per $100 of assessed value, therefore the City will contribute $0.2915 per $100 of the Captured Appraised Value in the Zone levied and collected. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to fund the Public Improvements. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the governing body, and the TIRZ Fund shall only be used to pay the Project Costs in accordance with

the Final Plan and the TIRZ Agreement. The City may amend the Final Plan in compliance with the TIRZ Agreement, including but not limited to what is considered a Project Cost.

SECTION 12: DURATION OF THE ZONE, TERMINATION

12.1 Duration

The stated term of the Zone shall commence on the creation of the Zone, and shall continue for thirty (30) years, with the last payment being received by January 31, 2052 unless otherwise terminated in accordance with the TIRZ Creation Ordinance.

12.2 Termination

The Zone will terminate prior to the expiration of its stated term if all Project Costs have been fully funded. If upon expiration of the stated term of the Zone, the Project Costs have not been fully funded the City shall have no obligation to pay the shortfall and the term shall not be extended. The provisions of this section shall be included in the TIRZ Agreement. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Appendix A	Legal Description
Appendix B	Map
Appendix C	List of Non-Project Costs
Appendix D	List of Project Costs
Appendix E	Estimated Timeline of Incurred Costs
Appendix F	Feasibility Study

APPENDIX A – LEGAL DESCRIPTION

TRACT 1 (65.070 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 A PORTION OF THAT TRACT OF 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 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 20150529000063102O 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;

N 89° 17' 48" E, 110.00 FEET;

N 00° 42' 12" W, 31.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, 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;

N 32° 16' 49" E, 45.65 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, 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;

N 57° 43' 11" W, 162.85 FEET;

S 32° 16' 50" W, 605.17 FEET;

THENCE S 88° 18' 50" W, 111.81 FEET TO THE NORTH LINE OF SAID CADG TRACT;

THENCE DEPARTING SAID NORTH LINE OVER AND ACROSS SAID MM ANNA 325 TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 45° 08' 58" W, 366.07 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 520.46 FEET, THROUGH A CENTRAL ANGLE OF 22° 45' 50", HAVING A RADIUS OF 1309.97 FEET, AND A LONG CHORD WHICH BEARS N 40° 23' 55" E, 517.04 FEET;

N 60° 58' 59" W, 120.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 923.67 FEET, THROUGH A CENTRAL ANGLE OF 44° 28' 21", HAVING A RADIUS OF 1190.00 FEET, AND A LONG CHORD WHICH BEARS S 51° 15' 12" W, 900.66 FEET;

S 16° 30' 37" E, 120.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 27.21 FEET, THROUGH A CENTRAL ANGLE OF 01° 11' 24", HAVING A RADIUS OF 1310.00 FEET, AND A LONG CHORD WHICH BEARS S 74° 05' 05" W, 27.21 FEET;

S 31° 32' 06" W, 43.31 FEET;

S 12° 15' 52" E, 4.77 FEET TO THE NORTH LINE OF SAID CADG TRACT;

THENCE S 89° 05' 29" W, 95.27 FEET;

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 THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 27.22 FEET, THROUGH A CENTRAL ANGLE OF 01° 11' 26", HAVING A RADIUS OF 1310.00 FEET, AND A LONG CHORD WHICH BEARS S 81° 23' 55" W, 27.22 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.

N 08° 00' 22" W, 120.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 147.41 FEET, THROUGH A CENTRAL ANGLE OF 07° 05' 51", HAVING A RADIUS OF 1190.00 FEET, AND A LONG CHORD WHICH BEARS S 85° 32' 34" W, 147.31 FEET;

S 89° 05' 29" W, 1,229.11 FEET;

N 45° 54' 31" W, 42.43 FEET;

N 00° 54' 31" W, 48.75 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 139.73 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;

N 11° 13' 18" E, 45.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, 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;

N 20° 08' 12" E, 50.00 FEET;

N 21° 08' 00" E, 138.53 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, 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;

N 83° 25' 09" E, 130.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, 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;

N 80° 57' 01" E, 50.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, 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;

N 83° 35' 40" E, 67.70 FEET;

S 87° 45' 57" E, 468.26 FEET;

S 87° 55' 48" E, 10.60 FEET;

N 01° 44' 03" E, 20.00 FEET;

S 88° 15' 57" E, 50.00 FEET;

S 01° 44' 03" W, 23.48 FEET;

N 89° 15' 16" E, 160.00 FEET;

N 84° 17' 59" E, 91.31 FEET;

N 81° 10' 42" E, 54.72 FEET;

N 75° 20' 06" E, 60.71 FEET;

N 70° 47' 30" E, 41.34 FEET;

N 66° 36' 18" E, 49.56 FEET;

N 61° 16' 50" E, 59.24 FEET;

N 56° 58' 45" E, 50.71 FEET;

N 55° 47' 22" E, 49.81 FEET;

N 58° 06' 52" E, 47.94 FEET;

N 57° 16' 20" E, 66.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 32.90 FEET, THROUGH A CENTRAL ANGLE OF 01° 34' 15", HAVING A RADIUS OF 1200.00 FEET, AND A LONG CHORD WHICH BEARS N 28° 47' 28" W, 32.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.

N 61° 59' 39" E, 50.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 45.85 FEET, THROUGH A CENTRAL ANGLE OF 02° 17' 04", HAVING A RADIUS OF 1150.00 FEET, AND A LONG CHORD WHICH BEARS S 29° 08' 53" E, 45.85 FEET;

N 59° 42' 35" E, 120.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 434.10 FEET, THROUGH A CENTRAL ANGLE OF 24° 08' 52", HAVING A RADIUS OF 1,030.00 FEET, AND A LONG CHORD WHICH BEARS S 42° 21' 09" E, 430.90 FEET;

S 54° 25' 35" E, 89.54 FEET;

N 24° 51' 49" E, 70.52 FEET;

S 64° 05' 47" E, 100.01 FEET;

S 65° 13' 30" E, 75.00 FEET;

N 69° 45' 54" E, 42.43 FEET;

N 24° 45' 54" E, 22.77 FEET;

S 65° 14' 06" E, 120.00 FEET;

S 24° 45' 54" W, 23.65 FEET;

S 19° 10' 53" E, 43.20 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 96.46 FEET, THROUGH A CENTRAL ANGLE OF 05° 31' 37", HAVING A RADIUS OF 1000.00 FEET, AND A LONG CHORD WHICH BEARS S 59° 58' 35" E, 96.43 FEET;

N 24° 45' 54" E, 31.64 FEET;

S 58° 13' 31" E, 50.38 FEET;

S 24° 45' 54" W, 33.83 FEET;

S 55° 20' 20" E, 104.47 FEET;

S 57° 43' 11" E, 272.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, THROUGH 33° 03' 57", 444.37 FEET HAVING A RADIUS OF 770.00 FEET, AND A LONG CHORD WHICH BEARS S 74° 15' 09" E, 438.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, 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;

S 78° 32' 52" E, 50.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, THROUGH 06° 37' 24", 37.57 FEET HAVING A RADIUS OF 325.00 FEET, AND A LONG CHORD WHICH BEARS S 08° 08' 26" W, 37.55 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 71.20 FEET, 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;

N 80° 10' 03" E, 330.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, 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 POINT OF INTERSECTION WITH A NON-TANGENTIAL LINE.

N 87° 02' 56" E, 80.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 191.58 FEET, THROUGH A CENTRAL ANGLE OF 11° 26' 03", HAVING A RADIUS OF 960.00 FEET, AND A LONG CHORD WHICH BEARS S 08° 40' 05" E, 191.26 FEET;

S 14° 23' 07" E, 121.17 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 100.60 FEET, THROUGH A CENTRAL ANGLE OF 12° 23' 42", HAVING A RADIUS OF 465.00 FEET, AND A LONG CHORD WHICH BEARS S 08° 11' 16" E, 100.40 FEET;

S 01° 59' 25" E, 283.25 FEET;

THENCE S 89° 04' 42" W, 1264.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,834,457 SQUARE FEET OR 65.070 ACRES MORE OR LESS;

TRACT 2 (44.332 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 A PORTION OF THAT TRACT OF 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 THE MOST SOUTHERLY SOUTHWEST CORNER IN PLAT TO URBAN CROSSING RECORDED IN INSTURMENT NUMBER 20131227010003710 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.) AND BEING IN THE NORTH LINE OF SAID MM ANNA 325 TRACT;

THENCE FOLLOWING THE SOUTH LINE OF SAID URBAN CROSSING TRACT AND THE NORTH LINE OF SAID MM ANNA 325 TRACT THE FOLLOWING BEARINGS AND DISTANCES:

S 89° 47' 13" E, 602.59 FEET;

N 88° 59' 00" E, 461.54 FEET;

THENCE DEPARTING SAID COMMON LINE OVER AND ACROSS SAID MM ANNA 325 TRACT THE FOLLOWING BEARINGS AND DISTANCES:

S 01° 10' 22" E, 231.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 1,023.35 FEET, THROUGH A CENTRAL ANGLE OF 31° 31' 24", HAVING A RADIUS OF 1860.00 FEET, AND A LONG CHORD WHICH BEARS S 40° 31' 36" W, 1010.49 FEET;

S 24° 45' 54" W, 220.34 FEET;

S 24° 45' 54" W, 22.77 FEET;

S 69° 45' 54" W, 42.43 FEET;

N 65° 13' 30" W, 75.00 FEET;

N 64° 05' 47" W, 100.01 FEET;

S 24° 51' 49" W, 70.52 FEET;

N 54° 25' 35" W , 89.54 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 434.10 FEET, THROUGH A CENTRAL ANGLE OF 24° 08' 52", HAVING A RADIUS OF 1030.00 FEET, AND A LONG CHORD WHICH BEARS N 42° 21' 09" W, 430.90 FEET;

S 59° 42' 35" W, 120.15 FEET TO THE BEGINNING OF A CURVFE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 45.85 FEET, THROUGH A CENTRAL ANGLE OF 02° 17' 04", HAVING A RADIUS OF 1150.00 FEET, AND A LONG CHORD WHICH BEARS N 29° 08' 53" W, 45.85 FEET;

S 61° 59' 39" W, 50.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 32.90 FEET, THROUGH A CENTRAL ANGLE OF 01° 34' 15", HAVING A RADIUS OF 1200.00 FEET, AND A LONG CHORD WHICH BEARS S 28° 47' 28" E, 32.90 FEET;

S 57° 16' 20" W, 66.93 FEET;

S 58° 06' 52" W, 47.94 FEET;

S 55° 47' 22" W, 49.81 FEET;

S 56° 58' 45" W, 50.71 FEET;

S 61° 16' 50" W, 59.24 FEET;

S 66° 36' 18" W, 49.56 FEET;

S 70° 47' 30" W, 41.34 FEET;

S 75° 20' 06" W, 60.71 FEET;

S 81° 10' 42" W, 54.72 FEET;

S 84° 17' 59" W, 91.31 FEET;

S 89° 15' 16" W, 160.00 FEET;

N 01° 44' 03" E, 23.48 FEET;

N 01° 44' 03" E, 104.07 FEET;

S 88° 15' 57" E, 10.50 FEET;

N 01° 44' 03" E, 50.00 FEET;

N 88° 15' 57" W, 109.33 FEET;

N 01° 44' 03" E, 130.00 FEET;

N 00° 53' 08" E, 401.03 FEET;

N 68° 31' 37" E, 311.47 FEET;

N 27° 44' 36" E, 271.58 FEET;

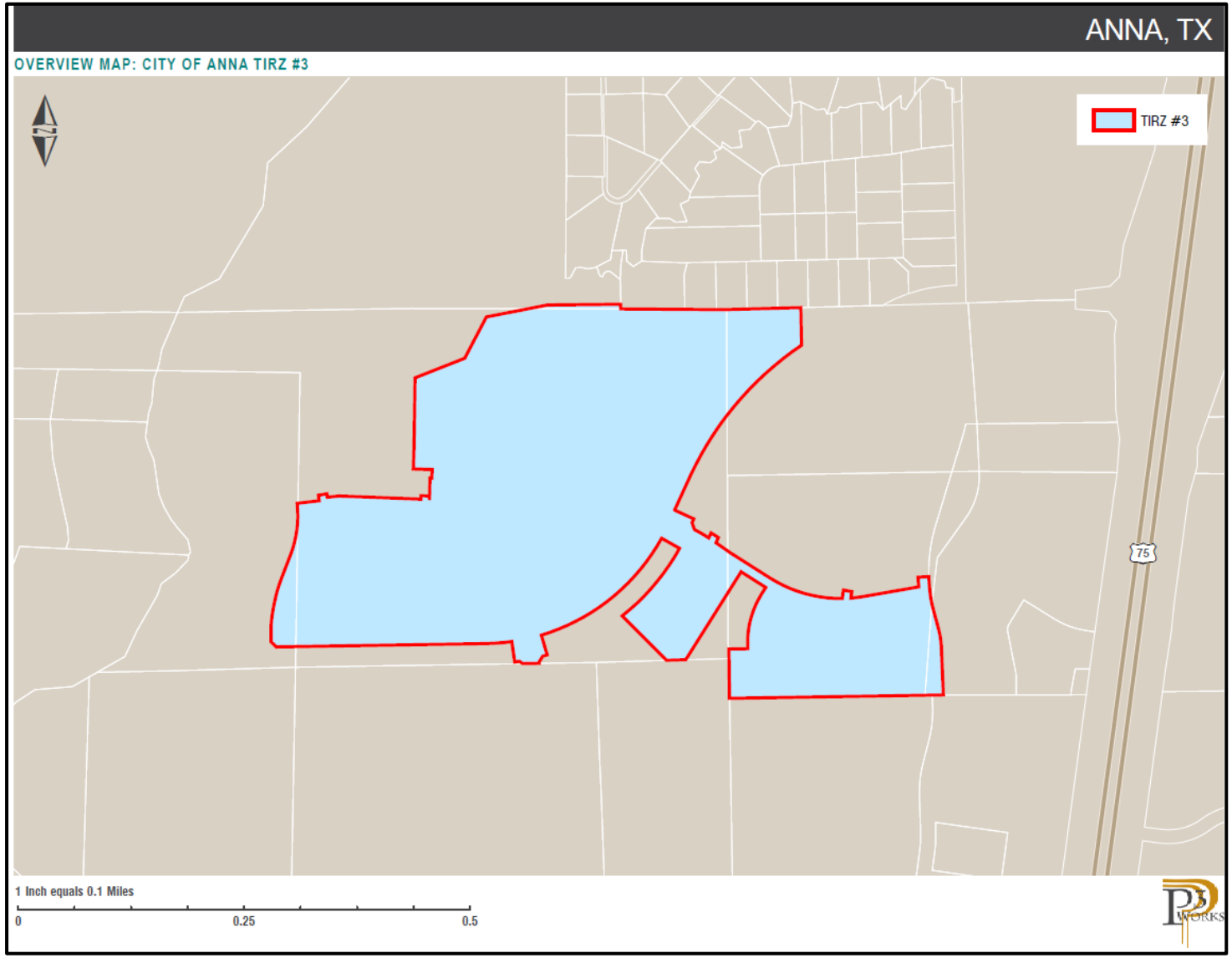
N 78° 55' 21" E, 359.52 FEET;

N 89° 19' 48" E, 60.00 FEET;

N 89° 19' 48" E, 369.75 FEET TO THE WEST LINE OF SAID URBAN CROSSING;

THENCE S 00° 05' 05" E, 5.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,931,085 SQUARE FEET OR 44.332 ACRES MORE OR LESS.

APPENDIX B – MAP



APPENDIX C – LIST OF NON-PROJECT COSTS

Lot Type	Total Units/SF[1]	Estimated AV Per Unit[1]	Finished Lot Value/Unit[2]	Total Finished Lot Value[2]	Total Build Out Value[1]	Non-Project Costs[3]
40' Foot Lots	69	$ 240,000	$ 44,000	$ 3,312,000	$ 16,560,000	$ 13,248,000
50' Foot Lots	340	$ 273,750	$ 55,000	$ 18,615,000	$ 93,075,000	$ 74,460,000
60' Foot Lots	18	$ 328,500	$ 66,000	$ 1,182,600	$ 5,913,000	$ 4,730,400
Townhomes	72	$ 225,000	$ 40,000	$ 3,240,000	$ 16,200,000	$ 12,960,000
	499					**$ 105,398,400**

Notes:

1) Unit/SF counts and estimated build out values provided by the Developer.

2) Finished Lot Value based on analysis provided by Hilltop on 5/28/2020.

APPENDIX D – LIST OF PROJECT COSTS

Project Costs		
Public Improvements		
Water	$	1,426,530
Sanitary Sewer		1,649,471
Storm Drainage		1,239,188
Street		4,916,401
Soft Costs		2,032,389
Contingency		242,692
Subtotal	*$*	*11,506,673*
Administrative Costs	**$**	**635,692**
Total Project Costs	**$**	**12,142,364**

Footnotes:

Project Costs include the principal and interest of the PID Bonds used to finance the Public Improvements.

APPENDIX E – ESTIMATED TIMELINE OF INCURRED COSTS

Reinvestment Zone No. 3, City of Anna
Estimated Timeline for Project Costs to Incur

Year No.	Calendar Year	TIRZ Fund				
		Beginning Revenue	Admin. Expenses	TIRZ Credit to PID[1]	TIRZ Fund Remainder[2]	
				Annual	Annual	Cumulative
Base	2021	$ -	$ 15,000	$ -	$ -	$ -
1	2022	$ -	$ 15,300	$ -	$ -	$ -
2	2023	$ 122,832	$ 15,606	$ 60,367	$ 46,859	$ 46,859
3	2024	$ 261,496	$ 15,918	$ 60,367	$ 185,211	$ 232,070
4	2025	$ 366,352	$ 16,236	$ 60,367	$ 289,749	$ 521,818
5	2026	$ 407,552	$ 16,561	$ 60,367	$ 330,624	$ 852,442
6	2027	$ 415,703	$ 16,892	$ 60,367	$ 338,444	$ 1,190,886
7	2028	$ 424,017	$ 17,230	$ 60,367	$ 346,420	$ 1,537,306
8	2029	$ 432,498	$ 17,575	$ 60,367	$ 354,556	$ 1,891,861
9	2030	$ 441,147	$ 17,926	$ 60,367	$ 362,854	$ 2,254,715
10	2031	$ 441,147	$ 18,285	$ 60,367	$ 362,495	$ 2,617,211
11	2032	$ 441,147	$ 18,651	$ 60,367	$ 362,130	$ 2,979,340
12	2033	$ 449,970	$ 19,024	$ 60,367	$ 370,580	$ 3,349,920
13	2034	$ 458,970	$ 19,404	$ 60,367	$ 379,199	$ 3,729,119
14	2035	$ 468,149	$ 19,792	$ 60,367	$ 387,990	$ 4,117,109
15	2036	$ 477,512	$ 20,188	$ 60,367	$ 396,957	$ 4,514,066
16	2037	$ 487,062	$ 20,592	$ 60,367	$ 406,104	$ 4,920,169
17	2038	$ 496,804	$ 21,004	$ 60,367	$ 415,433	$ 5,335,602
18	2039	$ 506,740	$ 21,424	$ 60,367	$ 424,949	$ 5,760,551
19	2040	$ 516,875	$ 21,852	$ 60,367	$ 434,655	$ 6,195,207
20	2041	$ 516,875	$ 22,289	$ 60,367	$ 434,218	$ 6,629,425
21	2042	$ 516,875	$ 22,735	$ 60,367	$ 433,773	$ 7,063,198
22	2043	$ 527,212	$ 23,190	$ 60,367	$ 443,655	$ 7,506,853
23	2044	$ 537,756	$ 23,653	$ 60,367	$ 453,736	$ 7,960,589
24	2045	$ 548,511	$ 24,127	$ 60,367	$ 464,018	$ 8,424,606
25	2046	$ 559,482	$ 24,609	$ 60,367	$ 474,505	$ 8,899,112
26	2047	$ 570,671	$ 25,101	$ 60,367	$ 485,203	$ 9,384,315
27	2048	$ 582,085	$ 25,603	$ 60,367	$ 496,114	$ 9,880,429
28	2049	$ 593,726	$ 26,115	$ 60,367	$ 507,244	$ 10,387,673
29	2050	$ 605,601	$ 26,638	$ 60,367	$ 518,596	$ 10,906,269
30	2051	$ 605,601	$ 27,170	$ 60,367	$ 518,063	$ 11,424,333
			$ 635,692	**$ 1,750,645**	**$ 11,424,333**	

1) TIRZ to fund principal and interest on the PID Bonds used to finance the Public Improvements.
2) TIRZ Fund Remainder to be used as determined by the TIRZ Board and City Council in accordance with this Final Plan and the Act.

APPENDIX F – FEASIBILITY STUDY

Reinvestment Zone No. 3, City of Anna, Texas
Feasibility Study

			Sherley Tract Development[1]										TIRZ Fund Revenue		
Term	Calendar	Value %	40' Foot Lots		50' Foot Lots		60' Foot Lots		Townhomes		New Development				
No.	Year	Inc./Yr.[2]	Units	Value	Units	Value	Units	Value	Units	Value	Value		%	Annual	Cumulative
Base	2021												50%	$ -	$ -
1	2022	0%	60	$ 240,000	60	$ 273,750	18	$ 328,500	24	$ 225,000	$	42,138,000	50%	$ -	$ -
2	2023	2%	69	$ 244,800	180	$ 279,225	18	$ 335,070	72	$ 229,500	$	89,706,960	50%	$ 122,832	$ 122,832
3	2024	2%	69	$ 249,696	300	$ 284,810	18	$ 341,771	72	$ 234,090	$	125,678,239	50%	$ 261,496	$ 384,328
4	2025	2%	69	$ 254,690	340	$ 290,506	18	$ 348,607	72	$ 238,772	$	139,812,032	50%	$ 366,352	$ 750,680
5	2026	2%	69	$ 259,784	340	$ 296,316	18	$ 355,579	72	$ 243,547	$	142,608,272	50%	$ 407,552	$ 1,158,232
6	2027	2%	69	$ 264,979	340	$ 302,242	18	$ 362,691	72	$ 248,418	$	145,460,438	50%	$ 415,703	$ 1,573,935
7	2028	2%	69	$ 270,279	340	$ 308,287	18	$ 369,944	72	$ 253,387	$	148,369,646	50%	$ 424,017	$ 1,997,952
8	2029	2%	69	$ 275,685	340	$ 314,453	18	$ 377,343	72	$ 258,454	$	151,337,039	50%	$ 432,498	$ 2,430,450
9	2030	0%	69	$ 275,685	340	$ 314,453	18	$ 377,343	72	$ 258,454	$	151,337,039	50%	$ 441,147	$ 2,871,597
10	2031	0%	69	$ 275,685	340	$ 314,453	18	$ 377,343	72	$ 258,454	$	151,337,039	50%	$ 441,147	$ 3,312,745
11	2032	2%	69	$ 281,198	340	$ 320,742	18	$ 384,890	72	$ 263,623	$	154,363,780	50%	$ 441,147	$ 3,753,892
12	2033	2%	69	$ 286,822	340	$ 327,157	18	$ 392,588	72	$ 268,896	$	157,451,056	50%	$ 449,970	$ 4,203,863
13	2034	2%	69	$ 292,559	340	$ 333,700	18	$ 400,440	72	$ 274,274	$	160,600,077	50%	$ 458,970	$ 4,662,833
14	2035	2%	69	$ 298,410	340	$ 340,374	18	$ 408,448	72	$ 279,759	$	163,812,078	50%	$ 468,149	$ 5,130,982
15	2036	2%	69	$ 304,378	340	$ 347,181	18	$ 416,617	72	$ 285,354	$	167,088,320	50%	$ 477,512	$ 5,608,494
16	2037	2%	69	$ 310,466	340	$ 354,125	18	$ 424,950	72	$ 291,061	$	170,430,086	50%	$ 487,062	$ 6,095,557
17	2038	2%	69	$ 316,675	340	$ 361,207	18	$ 433,449	72	$ 296,883	$	173,838,688	50%	$ 496,804	$ 6,592,360
18	2039	2%	69	$ 323,008	340	$ 368,431	18	$ 442,118	72	$ 302,820	$	177,315,462	50%	$ 506,740	$ 7,099,100
19	2040	0%	69	$ 323,008	340	$ 368,431	18	$ 442,118	72	$ 302,820	$	177,315,462	50%	$ 516,875	$ 7,615,975
20	2041	0%	69	$ 323,008	340	$ 368,431	18	$ 442,118	72	$ 302,820	$	177,315,462	50%	$ 516,875	$ 8,132,849
21	2042	2%	69	$ 329,469	340	$ 375,800	18	$ 450,960	72	$ 308,877	$	180,861,771	50%	$ 516,875	$ 8,649,724
22	2043	2%	69	$ 336,058	340	$ 383,316	18	$ 459,979	72	$ 315,054	$	184,479,006	50%	$ 527,212	$ 9,176,936
23	2044	2%	69	$ 342,779	340	$ 390,982	18	$ 469,179	72	$ 321,355	$	188,168,587	50%	$ 537,756	$ 9,714,692
24	2045	2%	69	$ 349,635	340	$ 398,802	18	$ 478,562	72	$ 327,783	$	191,931,958	50%	$ 548,511	$ 10,263,204
25	2046	2%	69	$ 356,627	340	$ 406,778	18	$ 488,134	72	$ 334,338	$	195,770,598	50%	$ 559,482	$ 10,822,685
26	2047	2%	69	$ 363,760	340	$ 414,914	18	$ 497,896	72	$ 341,025	$	199,686,009	50%	$ 570,671	$ 11,393,356
27	2048	2%	69	$ 371,035	340	$ 423,212	18	$ 507,854	72	$ 347,845	$	203,679,730	50%	$ 582,085	$ 11,975,441
28	2049	2%	69	$ 378,456	340	$ 431,676	18	$ 518,011	72	$ 354,802	$	207,753,324	50%	$ 593,726	$ 12,569,168
29	2050	0%	69	$ 378,456	340	$ 431,676	18	$ 518,011	72	$ 354,802	$	207,753,324	50%	$ 605,601	$ 13,174,769
30	2051	0%	69	$ 378,456	340	$ 431,676	18	$ 518,011	72	$ 354,802	$	207,753,324	50%	$ 605,601	$ 13,780,369
														$ 13,780,369	

Assumptions	
City Tax Rate:	$ 0.5830
TIRZ No. 3 Base Value:	$ -

1) Values, lot counts, and absorption schedule based on Appraisal dated 06/23/2021.
2) Values increased at 2% annually, with two years of no growth to simulate an economic downturn.

Item No. 7.i.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action of a Resolution approving a Preliminary Private Placement Memorandum for the sale of "City of Anna, Texas Special Assessment Revenue Bonds, Series 2021 (Sherley Tract Public Improvement District No. 1 Improvement Area #1 Project)" (Economic Development Director Joey Grisham)

SUMMARY:

This items includes a Resolution approving a Preliminary Private Placement Memorandum for the sale of City of Anna Special Assessment Revenue Bonds for the Sherley Tract Improvement District No.1 Improvement Area #1 Project.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. Resolution Approving Preliminary LOM (IA#1) v1

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 7/8/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

RESOLUTION APPROVING A PRELIMINARY PRIVATE PLACEMENT MEMORANDUM FOR THE SALE OF "CITY OF ANNA, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT NO. 1 IMPROVEMENT AREA #1 PROJECT)"

WHEREAS, the City of Anna, Texas (the "City") intends to issue its City of Anna, Texas Special Assessment Revenue Bonds, Series 2021 (Sherley Tract Public Improvement District No. 1 Improvement Area #1 Project) (the "Bonds") to finance certain public improvements within the City;

WHEREAS, FMSbonds, Inc. (the "Underwriter"), with assistance from its counsel, City Staff, the City's Bond Counsel, and City's Financial Advisor, has prepared a Preliminary Limited Offering Memorandum for dissemination to potential purchasers of the Bonds prior to the availability of the final Limited Offering Memorandum for the Bonds.

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

1. The Preliminary Limited Offering Memorandum for the Bonds, substantially in the form attached hereto as Exhibit A, is hereby approved with such changes, addenda, supplements or amendments as may be approved by the Finance Director in consultation with the City's consultants retained by the City to assist in the issuance of the Bonds including Bond Counsel and the Financial Advisor, and the Underwriter is hereby authorized to distribute such document among potential purchasers of the Bonds and other interested persons in connection with the initial marketing and placement of the Bonds; provided that such Preliminary Limited Offering Memorandum shall not be released to the public without verification that the Acquisition and Development Loan (as defined in Exhibit A) has been closed and funded, which verification shall be made in consultation with the City's consultants retained by the City to assist in the issuance of the Bonds, including Bond Counsel and the City Attorney.

2. Pursuant to Rule 15c2-12 of the United States Securities and Exchange Commission (17 C.F.R. § 240.15c2-12) ("Rule 15c2-12"), the City hereby deems the Preliminary Limited Offering Memorandum to be final as of its date, except for the omission of no more than the following information as permitted by Rule 15c2-12: the offering prices of the Bonds, interest rates for the Bonds, selling compensation of the Underwriter, the aggregate principal amount of the Bonds, the principal amount per maturity of the Bonds, the delivery date for the Bonds, ratings for the Bonds, and the identity of the ultimate purchasers.

PASSED AND APPROVED THIS 13th DAY OF JULY, 2021.

_____
Nate Pike, Mayor
City of Anna, Texas

ATTEST:

(CITY SEAL)

_____
Carrie L. Smith, City Secretary
City of Anna, Texas

EXHIBIT A

PRELIMINARY PRIVATE PLACEMENT MEMORANDUM

Item No. 7.j.

City Council Agenda
Staff Report

Meeting Date: 7/13/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action of a Resolution approving a Preliminary Limited Offering Memorandum for the sale of "City of Anna, Texas Special Assessment Revenue Bonds, Series 2021 (Sherley Tract Public Improvement District No. 1 Major Improvement Area Project)" (Economic Development Director Joey Grisham)

SUMMARY:

This items includes a Resolution approving a Preliminary Private Placement Memorandum for the sale of City of Anna Special Assessment Revenue Bonds for the Sherley Tract Improvement District No.1 Major Improvement Area Project.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. Resolution Approving Preliminary LOM (MIA) v1

APPROVALS:

Carrie Land, City Secretary	Created/Initiated - 7/8/2021
Jim Proce, City Manager	Final Approval - 7/9/2021

RESOLUTION APPROVING A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR THE SALE OF "CITY OF ANNA, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2021 (SHERLEY TRACT PUBLIC IMPROVEMENT DISTRICT NO. 1 MAJOR IMPROVEMENT AREA PROJECT)"

WHEREAS, the City of Anna, Texas (the "City") intends to issue its City of Anna, Texas Special Assessment Revenue Bonds, Series 2021 (Sherley Tract Public Improvement District No. 1 Major Improvement Area Project) (the "Bonds") to finance certain public improvements within the City;

WHEREAS, FMSbonds, Inc. (the "Underwriter"), with assistance from its counsel, City Staff, the City's Bond Counsel, and City's Financial Advisor, has prepared a Preliminary Limited Offering Memorandum for dissemination to potential purchasers of the Bonds prior to the availability of the final Limited Offering Memorandum for the Bonds.

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

1. The Preliminary Limited Offering Memorandum for the Bonds, substantially in the form attached hereto as Exhibit A, is hereby approved with such changes, addenda, supplements or amendments as may be approved by the Finance Director in consultation with the City's consultants retained by the City to assist in the issuance of the Bonds including Bond Counsel and the Financial Advisor, and the Underwriter is hereby authorized to distribute such document among potential purchasers of the Bonds and other interested persons in connection with the initial marketing and placement of the Bonds; provided that such Preliminary Limited Offering Memorandum shall not be released to the public without verification that the Acquisition and Development Loan (as defined in Exhibit A) has been closed and funded, which verification shall be made in consultation with the City's consultants retained by the City to assist in the issuance of the Bonds, including Bond Counsel and the City Attorney.

2. Pursuant to Rule 15c2-12 of the United States Securities and Exchange Commission (17 C.F.R. § 240.15c2-12) ("Rule 15c2-12"), the City hereby deems the Preliminary Limited Offering Memorandum to be final as of its date, except for the omission of no more than the following information as permitted by Rule 15c2-12: the offering prices of the Bonds, interest rates for the Bonds, selling compensation of the Underwriter, the aggregate principal amount of the Bonds, the principal amount per maturity of the Bonds, the delivery date for the Bonds, ratings for the Bonds, and the identity of the ultimate purchasers.

PASSED AND APPROVED THIS 13th DAY OF JULY, 2021.

_____
Nate Pike, Mayor
City of Anna, Texas

ATTEST:

(CITY SEAL)

_____
Carrie L. Smith, City Secretary
City of Anna, Texas

EXHIBIT A

PRELIMINARY PRIVATE PLACEMENT MEMORANDUM