

AGENDA



City Council Meeting

Tuesday, August 24, 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 August 24, 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 Human Resource Department from the Texas Municipal Human Resource Association (TMHRA) (Assistant City Manager Ryan Henderson)

5. **Work Session.**

- a. Discuss Preliminary Utility Rates for FY 2022. (Director of Public Works Greg Peters, P.E.)
- b. Discuss Boards and Commissions Council Liaison Assignments.

6. **Consent Items.**

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

- a. Approve City Council Meeting Minutes for August 10, 2021. (City Secretary Carrie Land)
- b. Approve a Resolution to allow the City Manager to purchase Cyber Security/Network equipment upgrades. (Director of IT Kevin Johnson)
- c. Approve Resolution approving extension of the Agreement with Collin County for Animal Sheltering Services. (Director of Neighborhood Services Marc Marchand)
- d. Development Agreement - Anna Ranch
Approve a Resolution entering into a development agreement with Harlan Properties to establish development and design regulations for further development on 205± acres generally located at the northeast, southeast, and southwest corners of future Leonard Avenue (CR 422) and E Foster Crossing (CR 421). (Director of Development Services Ross Altobelli)
- e. Approve a Resolution approving a negotiated settlement agreement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the company's 2021 Rate Review Mechanism Filing. (Director of Public Works Greg Peters, P.E.)
- f. Approve a Resolution approving the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet and the Subdivision Settlement Participation Form. (City Attorney Clark McCoy)
- g. Approve Special Event Permit Application submitted by Elden Baker for Collin McKinney Statue Dedication on September 18, 2021. (Director of Neighborhood Services Marc Marchand)
- h. Review Minutes of the July 19, 2021, Parks Advisory Board Meeting. (Director of Neighborhood Services Marc Marchand)
- i. Approve an ordinance amending regulations related to governance and personnel procedures.

7. **Items For Individual Consideration.**

- a. Consider/Discuss/Action on a Resolution authorizing the City Manager to update the Employee Compensation Plan and Compensation Philosophy providing for a Step Plan for Police employees, a Step Plan for Fire employees, and an open range plan for all general employees and management employees. (Director of Human Resources Stephanie Beitelschies)
- b. First Reading of a Resolution approving the Fiscal Year 2021-2022 Anna Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)
- c. Second Reading of a Resolution approving the Fiscal Year 2021-2022 Anna Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)
- d. Consider/Discuss/Action on a Resolution approving the Fiscal Year 2021-2022 Anna Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

- e. Consider/Discuss/Action on a Resolution approving the Fiscal Year 2021-2022 Anna Economic Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)
- f. Acting as the Anna Housing Finance Corporation Board of Directors, Consider/Discuss/Action approving a Municipal Advisory Agreement with Hilltop Securities, Inc. (Director of Economic Development Joey Grisham)
- g. Consider/Discuss/Action on a Resolution approving the Form of Articles of Incorporation for the formation of the Anna Public Facility Corporation. (Director of Economic Development Joey Grisham)
- h. Consider/Discuss/Action on resolution approving articles of incorporation and corporate bylaws to create the Anna Public Facility Corporation. (Director of Economic Development Joey Grisham).
- i. Annexation Villages of Hurricane Creek - North (Director of Development Services Ross Altobelli)
 - 1) Consider/Discuss/Act on a Resolution approving an Agreement Regarding Services including a plan for municipal services regarding 289.8± acres located at the southwest intersection of W CR 370 (Future Rosamond Pkwy) and FM 368 (Future Standridge Blvd).
 - 2) Conduct a public hearing to consider public comments regarding annexation of 289.8± acres located at the southwest intersection of W CR 370 (Future Rosamond Pkwy) and FM 368 (Future Standridge Blvd).
 - 3) Consider/Discuss/Action on an Ordinance annexing 289.8± acres located at the southwest intersection of W CR 370 (Future Rosamond Pkwy) and FM 368 (Future Standridge Blvd).
- j. Villages of Hurricane Creek North, Zoning & Concept Plan (Director of Development Services Ross Altobelli)
 - 1) Conduct a public hearing to consider public comments regarding a request to establish zoning on 289.8± acres located at the southwest intersection of W CR 370 (Future Rosamond Pkwy) and FM 368 (Future Standridge Blvd) to Planned Development Mixed-Use (PD-MU).
 - 2) Consider/Discuss/Action on an Ordinance approving the PD-MU zoning request by modifying development standards for Single-Family Residence-84 (SF-84), Single-Family Residence-72 (SF-72), Single-Family Residence-60 (SF-60), Single-Family Residence - Zero lot line homes (SF-Z), and Townhome District (SF-TH) to be in conformance with Resolution No. 2020-06-733 (Subdivision Improvement Agreement).
 - 3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, Villages of Hurricane Creek North, associated with the rezoning request.
- k. Anna Ranch, Zoning & Concept Plan (Director of Development Services Ross Altobelli)
 - 1) Conduct a public hearing to consider public comments regarding a request to amend Ordinance No. 323-2007 and rezone 205± acres consisting of multiple tracts of land generally located at the northeast, southeast, and southwest corners of future Leonard Avenue (CR 422) and E Foster Crossing (CR 421).

2) Consider/Discuss/Action on an Ordinance approving the Planned Development zoning request by modifying the existing Planned Development-Single-Family Residence (SF-60)/Restricted Commercial (C-1) with modified development standards to Planned Development-Single-Family Residence (SF-60)/Townhome District (SF-TH)/Multiple-Family Residential – High Density (MF-2)/Restricted Commercial (C-2)/Light Industrial District (I-1) with modified development standards.

3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, Anna Ranch, associated with the rezoning request.

- l. Conduct a Public Hearing/Consider/Discuss/Action on an Ordinance to amend Article 9.04 Zoning Ordinance and related sections of the Development Regulations to create new residential zoning districts and associated area regulations. (Director of Development Services Ross Altobelli)
- m. Consider approval of a Resolution authorizing a project specific agreement for water well, pump, and motor services at the Collin Water Pump Station to THI Water Well, LLC. (Director of Public Works Greg Peters, P.E.)
- n. Consider an Ordinance adopting new solid waste rates for the City of Anna, Texas. (Director of Public Works Greg Peters, P.E.)
- o. Consider/Discuss/Action on a Resolution adopting the first amended and restated exclusive contract for Solid Waste Services in the City of Anna by and between the City of Anna and CARDS Dallas, Inc. (Director of Public Works Greg Peters, P.E.)
- p. Consider/Discuss/Action on a Resolution renewing the annual lease of space at the Anna Public Works Building to CARDS Dallas, Inc. (Director of Public Works Greg Peters, P.E.)
- q. Consider/Discuss/Action on the Boards and Commission Liaison Council Assignments.

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

Under Texas Government Code Chapter 551, the City Council may enter into Closed Session to discuss any items listed or referenced on this Agenda under the following exceptions:

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

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, Karen L. Avery, Deputy 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 August 20, 2021.



Karen L. Avery, Deputy 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: 8/24/2021
Staff Contact: Ryan Henderson

AGENDA ITEM:

Recognition of the Human Resource Department from the Texas Municipal Human Resource Association (TMHRA) (Assistant City Manager Ryan Henderson)

SUMMARY:

Human Resource Strategic Department of the Year (Organizational Award)

The Human Resource Strategic Department of the Year award recognizes the outstanding contributions that an HR team has made in the past 18 months to their City and the employees they serve. The Strategic HR Department of the Year award acknowledges the efforts made to enhance and further the mission, vision and values of the organization and its culture while aligning strategic HR practices and programs.

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:

Stephanie Beitelschies, Human Resources Director
Jim Proce, City Manager

Created/Initiated - 8/18/2021
Final Approval - 8/18/2021



Item No. 5.a.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Discuss Preliminary Utility Rates for FY 2022. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City completed a 5-year water and wastewater rate study in 2020, which provided the City with a rough outline for future water and sanitary sewer cost impacts and potential rates to maintain a sustainable Utility Fund. In September of 2020, the City Council adopted new water and sewer rates for FY 21. Prior to the adoption of the FY 2021 utility rates, the Utility Fund was losing money due to costs exceeding revenues.

The City of Anna has many costs to provide water and sewer service which are outside of the City's direct control, including the cost to purchase water from North Texas Municipal Water District, the cost to transport sanitary sewer through Melissa, and the transport and treatment of sewer costs charged by North Texas Municipal Water District. These costs increase annually, often by as much as 10%.

Staff has been working with NewGen Strategies to conduct a review of anticipated costs and needs for the Utility Fund in the next fiscal year. This item will allow staff to present the initial findings and receive feedback from the City Council. Based upon the feedback received, updated utility rates will be presented to the Council at a future meeting for consideration and adoption.

FINANCIAL IMPACT:

All changes to utility rates impact neighbors and also the City of Anna Utility Fund. It is the goal of the City of Anna to maintain the lowest utility rates, which cover the costs associated with providing water and sanitary sewer to neighbors. Currently, the City of Anna has the cheapest water and sewer services of the four cities which make up the Collin Grayson Municipal Alliance (Anna, Melissa, Howe, Van Alstyne).

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

None at this time. City staff is seeking feedback on the preliminary numbers.

ATTACHMENTS:

APPROVALS:

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

Created/Initiated - 8/18/2021
Final Approval - 8/18/2021



Item No. 5.b.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021

Staff Contact: Jim Proce

AGENDA ITEM:

Discuss Boards and Commissions Council Liaison Assignments

SUMMARY:

The City Council is desirous of reviewing the Council appointed Liaison appointments to each of the Boards and Commissions. While these are typically reviewed and assigned after each election, these can be revisited by a majority of the Council will, at any time, for any reason. Should the Council decide to revise the current assignment, they can do so under the listed item under Individual Consideration.

FINANCIAL IMPACT:

NA

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager

Jim Proce, City Manager

Created/Initiated - 8/18/2021

Final Approval - 8/18/2021



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact:

AGENDA ITEM:

Approve City Council Meeting Minutes for August 10, 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. CCmin20210810 Draft (kla)

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 8/18/2021
Final Approval - 8/18/2021

**Regular City Council Meeting
Meeting Minutes**



Tuesday, August 10, 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 August 10, 2021, at the Anna ISD Board Room, located at 201 E. 7th Street, Anna, Texas, 75409, to consider the following items.

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

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

Council Members Carver and Ussery were absent.

2. Invocation and Pledge of Allegiance.

Mayor Pike led the Invocation and Pledge of Allegiance.

3. Neighbor Comments.

Jacob Evans spoke in favor of eliminating restrictions of bicycles on W. FM 544.

Robert Tesch spoke in opposition to changing the street name Briar Cove in Sweet Water Crossing.

Jennifer Williams spoke in opposition to changing the street name Briar Cove in Sweet Water Crossing.

Barbara Hedgecode spoke in opposition to changing the street name Briarcove Road in the City's ETJ.

David Stinson spoke in opposition to changing the street name Briarcove Road in the City's ETJ.

Paul and Adnrean Austin spoke in opposition to changing the street name Briarcove Road in the City's ETJ.

4. Reports.

Mayor Pro Tem Miller noted he personally would not want to enforce another mask mandate due to the rise in COVID-19. Council Member Atchley

concurring.

5. **Work Session.**

- a. Discuss Briar Cove, a public road in Sweetwater Subdivision; and Briarcove Road, a private road in unincorporated Collin County and Anna's ETJ (Director of Public Works Greg Peters, P.E.)

The City Council and City staff received concerns earlier this summer from neighbors who reside on Briarcove Road, a private road in the unincorporated portion of Collin County east of the City of Anna. Their private road is located in Anna's extraterritorial jurisdiction (ETJ). These neighbors expressed a concern regarding there being a similarly named street within Anna's City Limits, called Briar Cove. Briar Cove is located in Phase 2 of the Sweetwater subdivision. Specifically, the neighbors requested the City consider a formal name change of Briar Cove.

Our neighbors in the ETJ shared two primary concerns:

1. Construction traffic due to workers coming to the wrong road. The neighbors explained that their private road was not able to handle construction traffic and the larger vehicles were causing damage to the road surface.
2. Confusion for emergency response from Police and Fire services.

As directed by the City Manager and City Council, staff conducted an investigation to provide the City Council with all of the information required to have a better understanding of both the concerns and the situation.

Staff completed the following tasks:

1. Reviewed street naming processes in the City and Collin County.
2. Drove out to Briarcove Road to review the location and situation, including speaking with several neighbors who reside on the private road.
3. Mailed out a questionnaire to neighbors who reside on Briar Cove in the City of Anna to determine if they have an opinion regarding the request to change their street name.
4. Reviewed the status of construction on Briar Cove to determine the likelihood and potential volume of future construction traffic to Briarcove Road.
5. Discussed concerns with Public Safety staff, including our Fire Chief, Police Chief, and County Law Enforcement to better understand 911 processes and any impacts the street/road name similarity may have on response.
6. Discussed the request with the master developer of Sweetwater Subdivision and with the owner of the homes on Briar Cove.

City Council directed Staff to initiate changing the name Briar Cove in Sweet Water Crossing Subdivision.

- b. Discuss Contract Renewal for CARDS Dallas, Incorporated, for municipal solid waste services. (Director of Public Works Greg Peters, P.E.)

In 2020, the City of Anna entered into a contract for solid waste services with CARDS Dallas, Inc. This contract was based on the completion of a public RFP process whereby the City sought proposals from all providers interested in contract services for solid waste collection and disposal in the City of Anna. The current contract term is for a period of seven years and is renewed annually.

Over the past year, staff and CARDS have been in regular communication regarding what is and is not working well in the current contract. These conversations, along with feedback received from the City Manager, City Council, and neighbors, are critical components in making the necessary improvements as we renew the annual contract.

Staff and CARDS have prepared a rough outline of a proposed contract renewal with mutually agreed upon changes. In this item, staff will provide the City Council with the major deal points and request feedback. Based upon the feedback received, staff will return at a future meeting with a final contract for Council approval.

City Council favored the contract renewal along with allowing CARDS to continue to lease space in the Public Works Building until they can secure a permanent location in Anna.

6. Consent Items.

MOTION: Council Member Miller moved to approve consent items a. - h. Council Member Toten seconded. Motion carried 5-0.

- a. Approve City Council Meeting Minutes from July 27, 2021. (City Secretary Carrie Land)
- b. Review Minutes of the July 1, 2021, Joint Community Development Corporation Board and Economic Development Corporation Board Meeting. (Director of Economic Development Joey Grisham)
- c. Review Minutes of the July 26, 2021, Joint Special Called Community Development Corporation Board and Economic Development Corporation Board Meeting. (Director of Economic Development Joey Grisham)
- d. Review Minutes of the July 6, 2021, Planning and Zoning Commission meeting. (Director of Development Services Ross Altobelli)
- e. Approve a Resolution authorizing the City Manager to approve an updated

interlocal agreement for jail services between Collin County and the City of Anna. (Police Chief Dean Habel)

Collin County has proposed certain updated amendments to the Agreement, to include payment for County expenses in providing jail service for inmates, comprised of a "Basic Charge" of \$58.80 per day or part of day per inmate, that the City requests be confined on charges brought by the City's peace officers, and additional charges for reimbursement of County expenses for health-care services. Approval would extend the agreement through September 30, 2022.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AN UPDATED INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN COLLIN COUNTY, TEXAS AND THE CITY OF ANNA, TEXAS AND AUTHORIZING THE CITY MANGER TO EXECUTE SAME.

- f. Approve a Resolution authorizing the City Manager to approve an updated interlocal agreement for emergency dispatch services between Collin County and the City of Anna. (Police Chief Dean Habel)

The City of Anna contracts with Collin County to provide emergency dispatch services for the police department. Collin County has proposed certain amendments to the interlocal Agreement, to include payment of dispatch service charges for FY2022 in the amount of \$140,563.00 for the extension and an annual connection fee of \$108.00 for each radio registered on the system. The total cost quoted by Collin County to extend the agreement to September 30, 2022 is \$144,235.00.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AN UPDATED INTERLOCAL AGREEMENT FOR EMERGENCY DISPATCH SERVICES BETWEEN COLLIN COUNTY, TEXAS AND THE CITY OF ANNA, TEXAS AND AUTHORIZING THE CITY MANGER TO EXECUTE SAME.

- g. Approve a Resolution regarding the Villages of Hurricane Creek - North, Revised Preliminary Plat. (Director of Development Services Ross Altobelli)

699 single-family detached lots, 184 single-family attached lots, one senior living lot, 29 open space lots and one remainder tract on 292± acres located at the southwest intersection of W CR 370 (Future Rosamond Pkwy) and FM 368 (Future Standridge Blvd).

The purpose of the revised preliminary plat is to modify the road layout, correct street names, and clarify phasing.

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

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

- h. Approve a Resolution regarding the One Anna Two Addition, Block A, Lots 3R & 4, Preliminary Replat. (Director of Development Services Ross Altobelli)

Medical Office and vacant lot on two lots on 14.7± acres located on the northwest corner of Suzie Lane and S Central Expressway. Zoned: Planned Development-Restricted Commercial (Ord. No. 846-2020).

The purpose of the preliminary replat is to subdivide an existing vacant lot into two lots and proposed easements necessary for the development of a medical office building on Lot 3R.

The Planning and Zoning Commission recommended approval as submitted.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PRELIMINARY REPLAT FOR ONE ANNA TWO ADDITION, BLOCK A, LOTS 3R & 4,

- i. Adopt an Ordinance repealing regulations restricting bicycles along FM 455. (City Council)

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, REPEALING REGULATIONS RESTRICTING THE USE OF BICYCLES ALONG A PORTION OF FARM TO MARKET ROAD 455 IN THE CITY OF ANNA; PROVIDING A SAVINGS, SEVERABILITY, AND REPEALING CLAUSE

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

7. Items For Individual Consideration.

- a. Consider/Discuss/Action on an Ordinance amending the local fire code fee schedule and adopting the code as an ordinance. (Fire Chief Ray Isom)

This item updates the current fee schedule contained in the local fire code ordinances which includes NCTCOG Amendments to the International Fire Code, 2015 edition. It also adopts the Fire Code as an ordinance instead of an exhibit. This allows full access and searchability of the Fire Code into the City Code of Ordinances on the City website.

Permit fees cover hourly employee expenses for plan review, consultation, and field inspections, and on occasion must be updated. Existing costs are based upon a 2018 survey and must be adjusted to conform with the most recent market study and increased employee salaries. The most recent survey regarding fire permit fees was conducted by the Fire Prevention Division in July of 2021. Comparison cities include McKinney, Princeton, Melissa, Prosper, and Celina. The fee table contained within the fire code reflects updated costs based upon the most recent survey.

The current Fire Code was adopted as an exhibit, which does not allow it to be

codified within the Anna Code of Ordinances. Adopting the Code as an ordinance in its entirety will allow it to be placed onto the City's website. This provides better centralization, navigation, and searchability for developers, builders, and our neighbors.

Model codes and standards provide a common code format and basic requirements for consistent and uniform design, construction, maintenance, and operations of systems, structures, and buildings. Put simply, when adopted, made readily accessible, and properly enforced, the IFC significantly reduces loss of life and property by fire in the Anna community.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING CHAPTER 6 (FIRE PREVENTION AND PROTECTION) BY ADOPTING LOCAL AMENDMENTS TO THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING AN EFFECTIVE DATE AND FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

- b. Consider/Discuss/Action of a Resolution approving the minimum 20-foot landscape buffer reduction request and Site Plan associated with Willow Creek Addition, Phase 1B, Block G, Lot 1R. (Director of Development Services Ross Altobelli)

Shopping Center on one lot on 2.2± acres located at the northeast corner of W. White Street and Willow Creek Drive. Zoned Planned Development-Restricted Commercial (Ord. No. 12-2003).

The applicant is requesting to reduce the minimum 20-foot landscape buffer requirement adjacent to the right-of-way. Sec. 9.06.007 (Setbacks) of Article 9.06 (Landscape Regulations) states that nonresidential and multiple-family parcels shall provide for a minimum 20-foot landscape buffer when adjacent to the right-of-way of any major throughfare. However, if unique circumstances exist which prevent strict adherence with the requirement the City Council has the authority to consider granting a variance during the site plan approval process by reducing the buffer requirement to a minimum of 10-feet.

Unusual circumstances include, but are not limited to: insufficient lot depth or size of the existing lot, existing structures and drives, and floodplain and existing trees to be preserved. A variance may be granted if: (1) Unique circumstances exist on the property that make application of these requirements unduly burdensome on the applicant; (2) The variance will have no adverse impact on current or future development; (3) The variance is in keeping with the spirit of the zoning regulations, and will have a minimal impact, if any, on the surrounding land uses; and (4) The variance will have no adverse impact on the public health, safety, and general welfare.

Due to the narrowness of the commercial property and to maintain a similar

development form with the property to the east, the applicant is requesting to reduce the required landscape buffer to 10-feet. The zoning requires a minimum 50-foot building setback along W. White Street and a 25-foot building setback and 10' landscape buffer along the rear property line due to the residential adjacency. If the applicant was to provide for the 20-foot landscape buffer along the frontage the parking stalls facing W. White Street would need to be removed and the proposed buildings would need to be reduced in half in order for the property to meet the minimum parking requirements while still meeting building setbacks and landscape buffer requirements.

The Planning & Zoning Commission recommended approval subject to:

1. City Council granting a reduced landscape buffer of 10-feet due to:
 - a. The existing development to the immediate east, narrowness of the lot, and increased building setbacks are unique circumstances.
 - b. The reduction does not have an adverse impact on current or future development.
 - c. The variance is in keeping with the spirit of the zoning regulation and will not have an impact on surrounding land uses.
 - d. The variance will not have an adverse impact on public health, safety, and general welfare.
2. Additions and/or alterations to the engineering plans as required by the Public Works Department.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF WILLOW CREEK ADDITION, PHASE 1B, BLOCK G, LOT 1R.

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

- c. Consider/Discuss/Action of a Resolution approving the minimum 20-foot landscape buffer reduction request and Site Plan associated with Hometown Liquor Addition, Block A, Lot 1. (Director of Development Services Ross Altobelli)

The applicant is requesting to reduce the minimum 20-foot landscape buffer requirement adjacent to the right-of-way. Sec. 9.06.007 (Setbacks) of Article 9.06 (Landscape Regulations) states that nonresidential and multiple-family parcels shall provide for a minimum 20-foot landscape buffer when adjacent to the right-of-way of any major throughfare. However, if unique circumstances exist which prevent strict adherence with the requirement the City Council has the authority to consider granting a variance during the site plan approval process by reducing the buffer requirement to a minimum of 10-feet.

Unusual circumstances include, but are not limited to: insufficient lot depth or size of the existing lot, existing structures and drives, and floodplain and existing trees to be preserved. A variance may be granted if:

- (1) Unique circumstances exist on the property that make application of these requirements unduly burdensome on the applicant;
- (2) The variance will have no adverse impact on current or future development;
- (3) The variance is in keeping with the spirit of the zoning regulations, and will

have a minimal impact, if any on the surrounding land uses; and
(4) The variance will have no adverse impact on public health, safety and general welfare.

Due to the narrowness of the commercial property, the applicant is requesting to reduce the required landscape buffer to 13-feet. The Thoroughfare Overlay Zoning District requires a minimum 50-foot building setback along S. Powell Parkway. The Texas Department of Transportation (TXDOT) right-of-way (R.O.W.) acquisition has shifted the property line approximately 30-feet to the west reducing the lot width considerably and making development of the property difficult.

The Planning & Zoning Commission recommended approval subject to:

1. City Council granting a reduced landscape buffer of 13 feet due to:
 - a. The existing narrow lot depth has been further impacted by the loss of land area by the TXDOT R.O.W. acquisition are unique circumstances.
 - b. The reduction does not have an adverse impact on current or future development.
 - c. The variance is in keeping with the spirit of the zoning regulation and will not have an impact on surrounding land uses.
 - d. The variance will not have an adverse impact on public health, safety and general welfare.
2. Additions and/or alterations to the engineering plans as required by the Public Works Department.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF HOMETOWN LIQUOR ADDITION, BLOCK A, LOT 1.

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

d. Presentation of the Proposed FY 2021-2022 Budget

Section 7.02 of the City Charter states that on or before the 15th day of August of the fiscal year, the City Manager must submit to the City Council a budget for the ensuing fiscal year. Staff will provide a brief presentation of the Proposed FY 2021-2022 Budget. A copy of the draft budget will be posted on the City's website on August 11th.

e. Consider/Discuss/Action on a Resolution naming the date and place of a public hearing on the FY 2021-2022 Budget. (City Manager Jim Proce)

Staff recommends approval of the attached Resolution that sets September 7, 2021, at 6:30 p.m. as the date and time for the public hearing on the FY 2021-2022 Budget with said hearing to be held in the Anna ISD Board Room located at 201 E. 7th Street, Anna, Texas 75409. The Resolution further directs that notice of the time and place of the public hearing be published in the official newspaper of the City as required in Section 7.05 of the Charter.

A RESOLUTION OF THE CITY OF ANNA, TEXAS NAMING THE DATE AND PLACE OF A PUBLIC HEARING ON THE FY2021 – 2022 BUDGET.

MOTION: Mayor Pike moved the City Council hereby sets September 7, 2021, at 6:30 p.m. as the date and time for the public hearing on the FY2021 - 2022 Budget with said hearing to be held in the Anna ISD Board Room located at 201 E. 7th Street in Anna, Texas, 75409. The City Council further directs that notice of the time and place of the public hearing be published in the official newspaper of the City as required in Section 7.05 of the Charter. Council Member Miller seconded. Motion carried 5-0.

- f. Approve a Resolution to propose a property tax rate of 0.569500 per \$100 of property valuation for the City that the City Council may adopt for the 2021 tax year and setting date and time for a public hearing on the tax rate.

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

No-New-Revenue tax rate: The No-New-Revenue tax rate is a calculated rate that would provide the taxing unit with the same amount of maintenance and operations property taxes on existing property as the previous year after taking into account changes in appraised value. If property values rise, the No-New-Revenue tax rate will go down and vice versa. The No-New-Revenue tax rate for FY2022 is \$0.536868 per \$100.

Voter-Approval tax rate: The Voter-Approval tax rate provides the taxing unit with the same amount of maintenance and operations property taxes on existing property as the previous year plus a 3.5 percent increase for those operations, in addition to sufficient funds to pay debts in the coming year. If a taxing unit adopts a tax rate higher than the Voter-Approval tax rate, a tax rate approval election must be held on the November uniform election date. The Voter-Approval tax rate for FY2022 is \$0.563326 per \$100.

De minimis rate: The De minimis rate is the rate equal to the sum of the taxing unit's current debt rate, the no-new-revenue maintenance and operations rate, and the rate that when applied to a taxing unit's current total value, will impose an amount of taxes equal to \$500,000. The de minimis rate is an option for small cities with a population of 30,000 or less. The De Minimis rate for FY2022 is \$0.576627 per \$100.

The proposed budget is supported by a tax rate of \$0.569500. Under the Texas Property Tax Reform and Transparency Act of 2019, a city that adopts a rate exceeding the lower of the No-New-Revenue tax rate or the Voter-Approval tax rate must hold one public hearing. The following table is a comparison between the proposed tax rate, last year's rate, the No-New-Revenue rate, the De Minimis rate and Voter-Approval tax rate.

Approval of the attached Resolution would set \$0.569500 as the Tax Year 2021 (FY2022) proposed rate. The Resolution also calls for the public hearing to be held on September 7, 2021, at 6:30 p.m. The public hearing notice will run in the Anna-Melissa Tribune on August 20th. The Notice of Public Hearing must conform to the prescribed format from the Texas Comptroller's office and contain how each member of the governing body voted on the proposed tax

rate. A draft copy of this notice is attached to this agenda item.

The budget and tax rate are scheduled for adoption at the September 14th Council meeting.

A RESOLUTION OF THE CITY OF ANNA, TEXAS NAMING THE PROPOSED TAX RATE THE COUNCIL MAY ADOPT FOR THE 2021 TAX YEAR AND SETTING THE DATES AND TIMES FOR PUBLIC HEARINGS ON THE TAX RATE

MOTION: Mayor Pike moved the City Council hereby proposes that the tax rate adopted by the City shall be \$0.569500 per \$100 of valuation; the City Council hereby sets September 7, 2021, at 6:30 p.m. as the date and time for the public hearing on the 2021 tax rate; and, said hearing to be held in the Anna ISD Board Room located at 201 E. 7th Street in Anna, Texas, 75409. The City Council further directs that notice of the time and place of the public hearing be published in the official newspaper of the City as required in Texas Tax Code § 26.06 and other applicable law. Council Member Miller seconded. Motion carried 5-0.

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). Proposed global opioid settlement; City ordinance provisions.
- b. Discuss or deliberate the purchase, exchange, lease, or value of real property (Tex. Gov't Code § 551.072). Property for public facilities.
- c. Discuss or deliberate Economic Development Negotiations: (1) To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City of Anna and with which the City is conducting economic development negotiations; or (2) To deliberate the offer of a financial or other incentive to a business prospect described by subdivision (1). (Tex. Gov't Code § 551.087).
- d. Discuss or deliberate personnel matters (Tex. Gov't Code § 551.074). City

Attorney annual evaluation, City Secretary annual evaluation, City Manager annual evaluation.

- e. Deliberation regarding security matters that may include security assessments or deployments relating to information resources technology; network security information; and the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Texas Gov't Code § 551.089)

MOTION: Council Member Miller moved to enter Closed Session. Council Member Atchley seconded. Motion carried 5-0.

Mayor Pike recessed the meeting at 8:48 PM.

Mayor Pike reconvened the meeting at 10:48 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 10:48 PM.

Approved on August 24, 2021.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Kevin Johnson

AGENDA ITEM:

Approve a Resolution to allow the City Manager to purchase Cyber Security/Network equipment upgrades. (Director of IT Kevin Johnson)

SUMMARY:

The Information Technology department is requesting authorization for the City Manager to purchase Cyber Security/Network upgrades for the City of Anna. The City Council was briefed in a closed session on the specific details of the purchase, which are proprietary and security-oriented in nature and protected information integral to the operations of government.

FINANCIAL IMPACT:

Cybersecurity/Network upgrades totaling \$158,200.43

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Recommended for approval.

ATTACHMENTS:

1. Resolution Authorizing Cyber Security Network Upgrades

APPROVALS:

Kevin Johnson, IT Manager
Jim Proce, City Manager

Created/Initiated - 8/19/2021
Final Approval - 8/20/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO PURCHASE CYBER SECURITY/NETWORK UPGRADES FROM CDW-GOVERNMENT, LLC, THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) COOPERATIVE PURCHASING SYSTEM.

WHEREAS, City staff has proposed purchasing upgrades of Cyber Security/Network equipment to replace the existing equipment in order to meet existing and future needs, and;

WHEREAS, the Information Technology (IT) Department has followed proper purchasing procedures; and;

WHEREAS, CDW-Government, LLC, is found to be a qualified vendor and has provided the necessary quotes; and;

WHEREAS, the City Council of the City of Anna, Texas (the "City Council") finds that the purchase of Cyber Security/Network upgrades are crucial to replacing existing equipment to meet existing and future needs, and;

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

WHEREAS, the City Council desires to authorize the City Manager to purchase the equipment;

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization of Purchase.

The City Council hereby authorizes the City Manager to purchase Cybersecurity/Network upgrades from CDW-Government, LLC, in the amount of \$158,200.43, consistent with the Texas DIR Cooperative Purchasing system. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to procure the equipment.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 24th day of August 2021.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Marc Marchand

AGENDA ITEM:

Approve Resolution approving extension of the Agreement with Collin County for Animal Sheltering Services. (Director of Neighborhood Services Marc Marchand)

SUMMARY:

Extension of the Animal Sheltering interlocal agreement with Collin County Animal Control Services. The Extension of agreement for a one (1) year period which shall be in effect from October 1, 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:

\$25,649

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
This item supports the City of Anna Strategic Plan, specifically advancing: Goal 3: Anna - Great Place to Live

STAFF RECOMMENDATION:

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

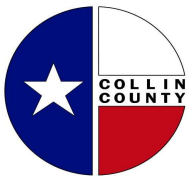
ATTACHMENTS:

1. Animal Sheltering Services Agreement
2. Animal Sheltering Services Resolution (1)

APPROVALS:

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

Created/Initiated - 8/19/2021
Final Approval - 8/20/2021



Contract Amendment

Fifteen (15)

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

Vendor: City of Anna
P.O. Box 776
Anna, TX 75409

Effective Date 10/1/2021
Contract No. 10097-09

Contract Interlocal Agreement for Facility Construction and Use of an Animal Shelter in Collin County

Awarded by Court Order No.: 2006-891-09-26
Amendment 14 Court Order No.: 2021-398-05-03
Amendment 15 Court Order No.:

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

ITEM #1: Extend agreement for the period of October 1, 2021 through September 30, 2022, with the option for either party to terminate the contract with ninety (90) days written notice.

ITEM #2: Total amount for fiscal year 2022: **\$25,649.00**

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

ACCEPTED BY:

(Print Name)

City of Anna
P.O. Box 776
Anna, TX 75409

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

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

SIGNATURE

TITLE:

DATE:

Michelle Charnoski

Purchasing Agent, CPPB

DATE:

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

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

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

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

"The total amount for fiscal year 2022: \$25,649.00"

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

Section 1. Recitals Incorporated.

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

Section 2. Approval and Authorization of Agreement.

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

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 24th day of August 2021.

APPROVED:

ATTEST:

Mayor Nate Pike

City Secretary Carrie Land



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Development Agreement - Anna Ranch

Approve a Resolution entering into a development agreement with Harlan Properties to establish development and design regulations for further development on 205± acres generally located at the northeast, southeast, and southwest corners of future Leonard Avenue (CR 422) and E Foster Crossing (CR 421). (Director of Development Services Ross Altobelli)

SUMMARY:

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

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approving a Resolution entering into a Development Agreement with Harlan Properties.

ATTACHMENTS:

APPROVALS:

Lauren Mecke, Planning Manager
Jim Proce, City Manager

Created -

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

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

WHEREAS, Harlan Properties, Inc., is the Property Owners of real estate generally located at the northeast, southeast, and southwest corners of future Leonard Avenue (CR 422) and E Foster Crossing (CR 421); and

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

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

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

Section 1. Recitals Incorporated.

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

Section 2. Approval

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

PASSED by the City Council of the City of Anna, Texas, on this 24th day of August 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered effective as of August 24, 2021 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality ("**City**") and Harlan Properties, Inc. ("**Property Owner**") as follows:

RECITALS

WHEREAS, the Property Owner is the sole owner of 205.0± acres of real property described in Exhibit 1 and depicted on Exhibit 2, (the "**Property**"); and,

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

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

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

WHEREAS, it is the Parties' mutual intent that this agreement shall govern only the subject matter specifically set forth herein and shall supersede City Regulations only to the extent that any such City Regulations directly conflict with the terms of this development agreement; and,

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

SECTION 1. RECITALS INCORPORATED.

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

SECTION 2. DEVELOPMENT STANDARDS / BUILDING MATERIALS.

Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations unless expressly stated to the contrary in this Agreement. City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement. It is expressly understood and the Parties agree that City Regulations applicable to the Property and its use and development include but are not limited to City Code provisions, ordinances, design standards, uniform codes, zoning regulations not affected by this Agreement, and other policies duly adopted by the City including without limitation any such regulations or requirements that were affected by the passage of Texas H.B. 2439, 86(R), codified as Chapter 3000 of the Texas Government Code ("Materials and Methods Regulations"), which are collectively incorporated herein as if set forth in full for all purposes; provided, however, to the extent of any conflict between the requirements of Materials and Methods Regulations and the requirements of this Agreement, this Agreement shall control. For purposes of this Agreement, "City Regulations" mean the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances (including, without limitation, all development fees), design standards, and other policies duly adopted by the City; provided, however, that as it relates to public infrastructure for any given phase of the Project, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a preliminary plat for that phase unless construction has not commenced within two years of approval of such preliminary plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences.

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

Industrial Buildings / Zoning

- A. In addition to window and door glazing, 100% of all building facades shall consist of brick, split face block, concrete, or glass. A minimum of two of these materials shall be used on the front and side facades.
- B. Exposed aggregate stone or pebble textures shall not be used for precast concrete panels. Precast concrete panels on all sides of the building shall be scored or seamed to provide a repeating pattern.

- C. Metal exterior walls are prohibited. Metal panels may be used only as architectural accents, awnings, and canopies.
- D. Buildings shall be articulated at all entrances facing streets by a minimum of two offsets (façade articulations that extend outward from the building must be set back at some point in a corresponding manner) in the façade of a minimum 4 feet in depth. Each offset shall extend a minimum of 20 feet in length. The elements used for articulation must extend to the parapet of the building. Building entrances shall be covered by an awning or canopy.
- E. Windows and/or glass shall not exceed 20% reflectivity and shall comply with adopted Building Code energy requirements.
- F. Parking garages shall utilize the same accent materials and colors as the main building.

Commercial Buildings / Zoning

- A. The exterior walls (excluding doors, door frames, windows, and window frames) of buildings shall use only stone, brick, and/or split face concrete masonry units (CMU) in the construction of the exterior facade that is visible to the public. The use of other high-quality materials for building trim, architectural decoration, and other design elements shall not be precluded; however, they are subject to approval by the zoning administrator and should contribute to the overall design concept.
- B. Where the function of an individual business, or the recognized identity of a brand dictates a specific style, image, or building material associated with that company, the masonry provision may be modified; however, the development shall maintain harmony in terms of overall project design and appearance, and such design shall be subject to approval by the city council after recommendation from the planning and zoning commission.
- C. At least 60 percent of exterior façades not visible to the public (excluding doors, door frames, windows, and window frames) are required to be brick or rock veneer.
- D. A maximum of 10 percent of any exposed exterior wall not visible to the public may consist of EIFS.

Multiple-Family Residence Buildings / Zoning

- A. The exterior walls (excluding windows and doors) on the front elevation of any multifamily structure shall be 80 percent masonry. The total surface area of the remaining exterior walls (excluding windows and doors) shall be 70 percent masonry.

- B. A maximum of 5 percent of any exposed exterior wall may consist of EIFS.
- C. Roofing materials for buildings and structures must be architectural roof shingles, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstance shall three-tab shingles be used as roofing material.
- D. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.
- E. Two or more distinct building models shall be designed for projects with more than four primary buildings.

Single-Family Residence Buildings (SF-60 and SF-TH) / Zoning

A. Residential architectural standards

1) House repetition:

- i. Within residential developments, single-family homes with substantially identical exterior elevations can only repeat every three (3) lots when fronting the same right-of-way including both sides of the street.
- ii. Homes side by side or across the street within one house (directly across the street or “caddy corner” across the street) shall not have substantially identical exterior elevations.

2) Roofs: Roofing materials in all residential districts may only consist of architectural asphalt shingles (including laminated dimensional shingles), clay and concrete tile, metal shingles, mineral-surfaced row roofing, slate and slate-type shingles, or better product as compared with said materials. Should architectural shingles be used as roofing material, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstance shall three-tab shingles be used as roofing material.

3) Building articulation: At least four (4) facade articulation techniques are required on each single-family home to add architectural variety and interest to a building. The following features shall be acceptable techniques of exterior articulation.

- i. A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; brackets; keystones; dormers; louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet.)
- ii. Balconies.
- iii. Bay windows.

- iv. Masonry chimney(s).
- v. Double-entry door(s).
- vi. Covered Entry(ies)
- vii. The use of both stone and brick on the front elevations with a minimum of ten percent coverage of one of the elements.
- viii. Front porch of at least 50 square feet.
- ix. The installation of at least two (2) coach lights.
- x. Other techniques for building articulation can be substituted if administratively approved by the administrative official.

4) Masonry content:

- i. Except as noted within Section 9.04.034 Supplementary District Regulations, Subsection (e) Architectural Design Standards the exterior walls (excluding windows and doors) on the first-floor front elevation of any structure shall be 90 percent masonry and 80 percent on the second-floor front elevation. The total cumulative surface area of the remaining exterior walls (excluding windows and doors) shall be 80 percent masonry.
- ii. A maximum of 5 percent of any exposed exterior wall may consist of EIFS.

5) Garage doors: All garages must also incorporate wood clad (or equivalent) garage doors or wood composite doors and contain at least two of the following enhancements:

- i. Two single garage doors (in lieu of double doors);
- ii. Decorative windows;
- iii. Decorative hardware;
- iv. Garage door recessed a minimum of 12 inches from the garage face;
- v. Cast stone surround.

6) Front door: All doors on the front facade of a residence shall be constructed of wood, iron, glass, and/or architectural fiberglass.

SECTION 3. NOTICES.

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

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

To Property Owner: Harlan Properties. Inc.
2404 Texas Drive, Suite 103
Irving, Texas 75062
Attn: Suresh Shridharani

SECTION 4. MODIFICATIONS OR TERMINATION.

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

SECTION 5. DEFAULT.

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

- A. Withholding of utilities or withholding or revocation of permits and other approvals required for development and use of the portion of the Property that is the subject of the default (but no other portions of the Property) including without limitation building

permits and certificates of occupancy.

- B. The Defaulting Owner, or its heirs, successors or assigns, or subsequent owners of the Property (collectively, the “Defaulting Developer Parties”) shall be liable to pay to the City the sum of \$2,000 for each failure to fully comply with the development standards set forth in Section 3 of this Agreement. The Defaulting Developer Parties shall be liable to pay the City said \$2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. Notwithstanding the foregoing, none of the Defaulting Developer Parties shall be liable to pay the liquidated damages that accrue under this paragraph unless there is a breach of any material term or condition of this Agreement and such breach remains uncured after forty-five (45) calendar days following receipt of written notice from the City provided in accordance with this Agreement describing said breach in reasonable detail (or, if the cure of the breach has diligently and continuously been undertaken but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect the cure, as determined by both Parties mutually and in good faith but in no event shall such additional period exceed 120 days unless agreed to in writing by the parties to this Agreement). In the event of a breach that is not timely cured in accordance with this paragraph, the sum of liquidated damages shall be calculated to include each and every day of the occurrence of the breach beginning on the date that the City first provided written notice of such breach under this paragraph and the City shall not be required to provide any subsequent written notices as to subsequent dates or times during which such breach is repeated or continues to occur.
- C. In the event of a default, the non-defaulting party will additionally have any and all remedies available to it at equity or in law.

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

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

SECTION 7. INDEMNIFICATION AND HOLD HARMLESS.

THE PROPERTY OWNER, INCLUDING ITS SUCCESSORS AND ASSIGNS (THE "INDEMNIFYING PARTY"), HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICIALS, OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS AGAINST THE CITY, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS (TOGETHER, "CLAIMS"), ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE INDEMNIFYING PARTY, INCLUDING THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF ANY OF ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE SUBJECT TO THE TERMS OF THIS SECTION. THE INDEMNIFYING PARTY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE INDEMNIFYING PARTY AND THE CITY, THE INDEMNIFYING PARTY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE INDEMNIFYING PARTY'S OWN PERCENTAGE OF RESPONSIBILITY. THE INDEMNIFYING PARTY FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY AS OF THE DATE HEREOF WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON ANY OF THE INDEMNIFYING PARTIES' REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY.

At no time shall the City have any control over or charge of the design, construction or installation of any of the improvements to the Property or related work or undertakings, nor the means, methods, techniques, sequences or procedures utilized for the design, construction or installation related to same. This Agreement does not create a joint enterprise or venture between the City and any of the Indemnified Parties. This Section 7 will survive the

termination of this Agreement.

SECTION 8. RECORDATION.

Property Owner at its sole cost will record this document, including all the Exhibits, in conjunction with the formal adoption by the City Council, and immediately provide a recorded copy to the City.

SECTION 9. ENTIRE AGREEMENT.

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

SECTION 10. RECITALS AND EXHIBITS.

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

SECTION 11. AUTHORITY.

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

SECTION 12. INVALID PROVISIONS.

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

SECTION 13. EFFECTIVE DATE.

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

CITY OF ANNA

By: _____
Jim Proce, City Manager

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of _____, 2021, appeared Jim Proce, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as City Manager of the City of Anna, Texas.

Notary Public, State of Texas

Harlan Properties, Inc.

By: _____
Suresh Shridharani, President

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the ____ day of August 2021, appeared Suresh Shridharani, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same in his/her capacity as President of Harlan Properties, Inc.

Notary Public, State of Texas

EXHIBIT “1”
PROPERTY DESCRIPTION

EXHIBIT 1

ZONING DESCRIPTION 205.450 ACRES

BEING A 205.450 ACRE TRACT OF LAND SITUATED IN THE GRANDERSON STARK SURVEY, ABSTRACT NO. 798 AND THE DAVID E.W. BABB SURVEY ABSTRACT NO. 33, CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING PART OF A 360.545 ACRE TRACT OF LAND, CONVEYED TO HARLAN PROPERTIES, INC. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20121228001650300 OFFICIAL PUBLIC RECORDS, COLLIN, TEXAS, SAID 205.450 ACRE TRACT, WITH BEARING BASIS BEING THE MONUMNETED NORTH LINE OF SAID 360.545 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF A 69.551 ACRE TRACT OF LAND CONVEYED TO GEHAN HOMES, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 20201012001765080, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING ON THE EAST LINE OF SAID 360.545 ACRE TRACT;

THENCE, ALONG THE EAST LINE OF SAID 360.545 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 711.12 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 89 DEGREES 52 MINUTES 49 SECONDS WEST, A DISTANCE OF 233.51 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 00 MINUTES 57 SECONDS EAST, A DISTANCE OF 1038.95 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 10 MINUTES 54 SECONDS EAST, A DISTANCE OF 742.74 FEET TO A "X" CUT IN CONCRETE FOUND FOR CORNER ON THE NORTH LINE OF THE COLLIN COUNTY TOLL ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, ALONG THE SOUTH LINE OF SAID 360.545 ACRE TRACT AND THE NORTH LINE OF SAID COLLIN COUNTY TOLL ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 28 MINUTES 57 SECONDS WEST, A DISTANCE OF 1380.35 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 89 DEGREES 39 MINUTES 07 SECONDS WEST, A DISTANCE OF 2076.95 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 89 DEGREES 04 MINUTES 37 SECONDS WEST, A DISTANCE OF 224.40 FEET TO A POINT FOR THE SOUTHEAST CORNER OF AN 85.571 ACRE TRACT OF LAND CONVEYED BY DEED TO ANNA ECONOMIC DEVELOPMENT CORPORATION RECORDED IN COUNTY CLERK'S FILE NO. 2017013000004800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 360.545 ACRE TRACT AND ALONG THE EAST LINE OF SAID 85.571 ACRES, THE FOLLOWING COURSES AND DISTANCES:

EXHIBIT “2”
CONCEPT PLAN

NORTH 00 DEGREES 55 MINUTES 23 SECONDS EAST, A DISTANCE OF 224.40 FEET TO A POINT FOR CORNER;

NORTH 55 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 316.51 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 48 MINUTES 29 SECONDS EAST, A DISTANCE OF 1346.23 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 33 MINUTES 53 SECONDS WEST, A DISTANCE OF 61.85 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 85.271 ACRE TRACT AND BEING ON THE NORTH LINE OF SAID 360.545 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 11 MINUTES 32 SECONDS EAST, ALONG SAID NORTH LINE OF SAID 360.545 ACRE TRACT, A DISTANCE OF 346.26 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE, SOUTH 89 DEGREES 01 MINUTES 26 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE OF SAID 360.545 ACRE TRACT, A DISTANCE OF 1933.03 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE, NORTH 00 DEGREES 31 MINUTES 59 SECONDS EAST, ALONG THE WEST LINE OF SAID 360.545 ACRE TRACT, A DISTANCE OF 811.24 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE, NORTH 00 DEGREES 29 MINUTES 40 SECONDS EAST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 330.28 FEET TO AN "X" CUT IN CONCRETE FOR THE SOUTHWEST CORNER OF AFORESAID 69.511 ACRE TRACT;

THENCE, OVER AND ACROSS SAID 360.545 ACRE TRACT AND ALONG THE SOUTH LINE OF SAID 69.511 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 70.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA" SET FOR CORNER;

SOUTH 88 DEGREES 37 MINUTES 13 SECONDS EAST, A DISTANCE OF 931.67 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 21 MINUTES 13 SECONDS EAST, A DISTANCE OF 60.15 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 33 MINUTES 23 SECONDS EAST, A DISTANCE OF 162.66 FEET TO A POINT FOR CORNER;

SOUTH 74 DEGREES 06 MINUTES 47 SECONDS EAST, A DISTANCE OF 57.51 FEET TO A POINT FOR CORNER;

SOUTH 76 DEGREES 06 MINUTES 42 SECONDS EAST, A DISTANCE OF 58.46 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 11 MINUTES 56 SECONDS EAST, A DISTANCE OF 58.46 FEET TO A POINT FOR CORNER;

SOUTH 80 DEGREES 17 MINUTES 09 SECONDS EAST, A DISTANCE OF 58.46 FEET TO A POINT FOR CORNER;

SOUTH 82 DEGREES 22 MINUTES 22 SECONDS EAST, A DISTANCE OF 58.46 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 12 MINUTES 16 SECONDS EAST, A DISTANCE OF 58.47 FEET TO A POINT FOR CORNER;

SOUTH 85 DEGREES 49 MINUTES 43 SECONDS EAST, A DISTANCE OF 18.21 FEET TO A POINT FOR CORNER;

SOUTH 35 DEGREES 27 MINUTES 23 SECONDS EAST, A DISTANCE OF 127.76 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 192.93 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA" SET FOR CORNER;

SOUTH 89 DEGREES 29 MINUTES 43 SECONDS EAST, A DISTANCE OF 230.49 FEET THE **POINT OF BEGINNING** AND CONTAINING 205.450 ACRES LAND, MORE OR LESS.

Michael J. Baitup

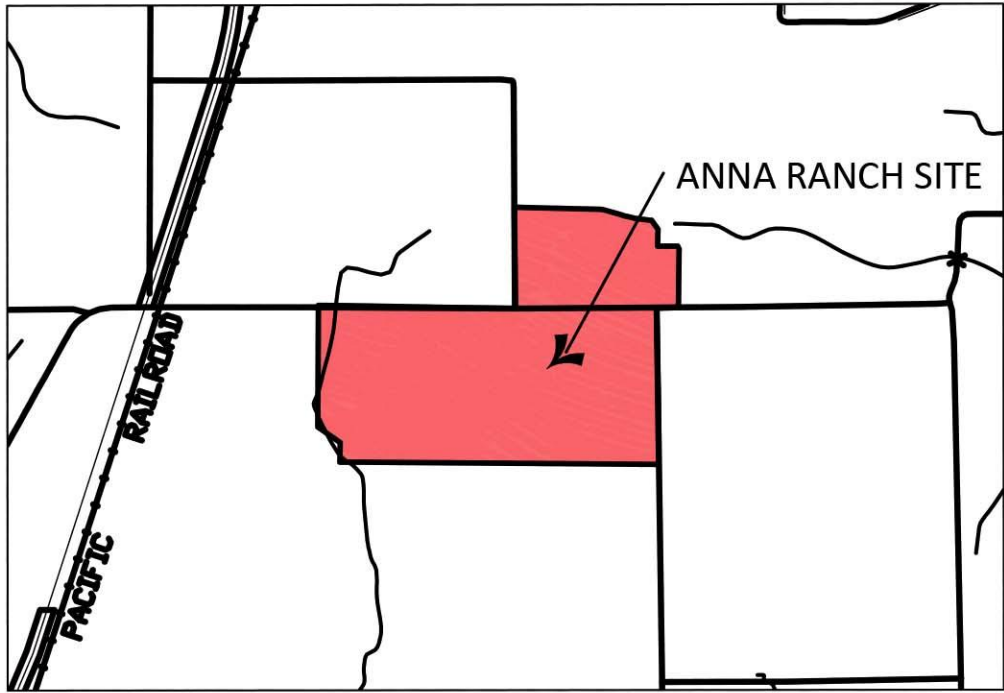
Michael J. Baitup, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 4574
LJA Surveying, Inc.
6060 North Central Expressway, Suite 400
Dallas, Texas 75206
469-484-0778

July 6, 2021

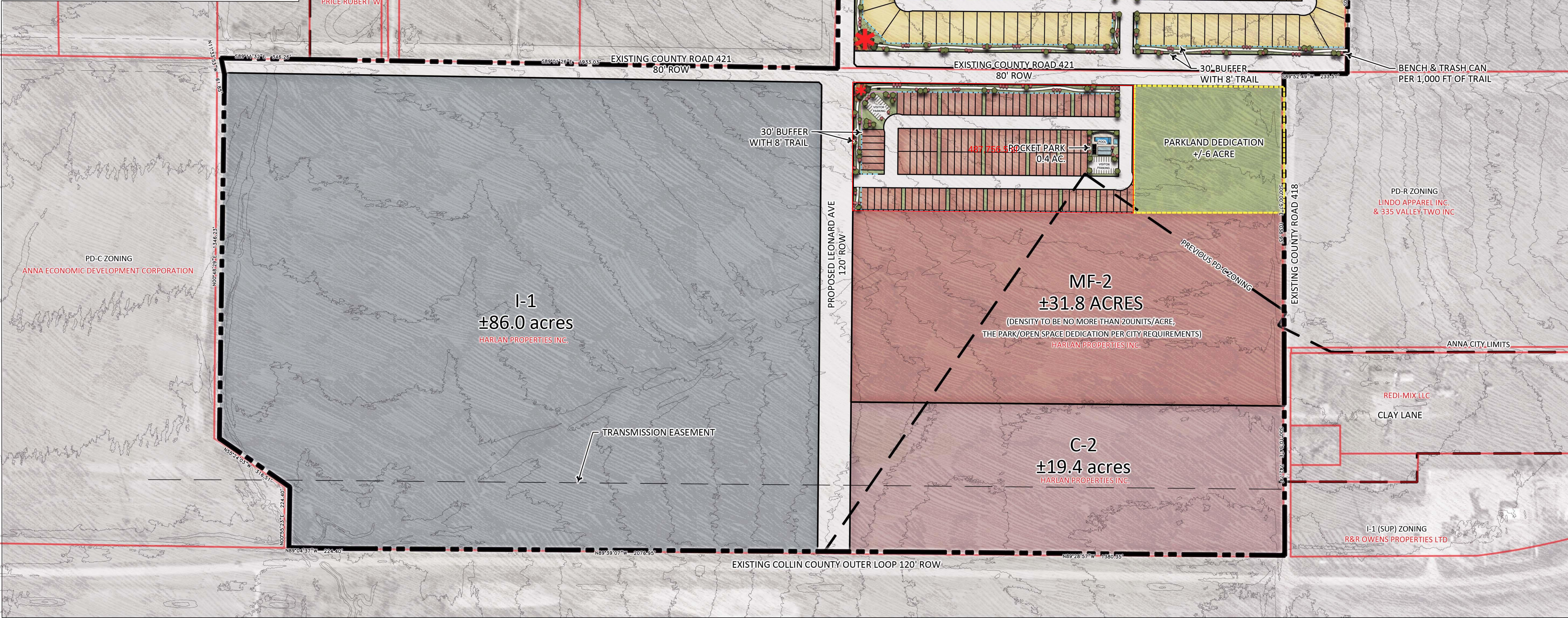


TBPLS Firm No. 10194465

ZONING REGULATION COMPARISON (TOWNHOUSE)		
	SF-TH	TOWNHOUSE IN CURRENT PLAN
MAXIMUM HEIGHT (FEET)	35	35
SIDE YARD, INTERIOR (FEET)	14	14
SIDE YARD, CORNER LOT, STREET SIDE (FEET)	15	15
REAR YARD (FEET)	25	10
FRONT YARD (FEET)	20	20
LOT AREA (SQUARE FEET)	2,700	2,125
MIN. LOT WIDTH (FEET)	25	25
MIN. LOT DEPTH (FEET)	160	85
MAX. LOT COVERAGE (%)	60%	65%
BUILDING SIZE (SQUARE FEET)	900	1,375
MASONRY* (%)	80%	80%



LEGEND	
	ENTRY MONUMENTATION WITH FLORAL FOCAL POINT
	MASONRY WALL
	ORNAMENTAL METAL FENCE (WITH VEGETATIVE SCREEN)



NEIGHBORHOOD ENTRY AND INTERIOR FEATURES POINT		
CATEGORY 1	POINTS AVAILABLE	POINTS PROVIDED
ADDITIONAL GREEN SPACE	1/2 LOT = 2 1 LOT = 4	4
AMENITY CENTER (MIN. 3,000 SF)	3 (5 MAX)	3
SIGNIFICANT FLORAL FOCAL POINT	2	2
ANY STRUCTURE INTEGRATED AS IDENTIFICATION THAT EXCEEDS 15'	3	3
FOR EVERY 5' INCREASE PAST THE 15' LANDSCAPE BUFFER	1 (5 MAX)	3
INCREASED AMOUNT OF LARGE TREES FOR CURVILINEAR SIDEWALKS	1	1
ADDITIONAL LANDSCAPING ABOVE AND BEYOND THE REQUIREMENTS	2	2
SUBTOTAL	20 MAX	18

CATEGORY 2	POINTS AVAILABLE	POINTS PROVIDED
OPEN SPACE AT THE TERMINUS	1/2 LOT = 1 1 LOT = 2	2
INTERNAL PARKING SPACES	2	2
UPGRADED POOLS AND AMENITY CENTERS	2	2
DOG PARK (MIN 3 ACRES)	8	8
WALKING TRAIL (MIN. 8 FT, 1 BENCH & 1 TRASH CAN PER 1,000 FT)	2	2
ADDITIONAL BENCH&TRASH CAN IN COMMON AREAS	1	1
SUBTOTAL	15 MAX	17

TOTAL	35	35
-------	----	----

PRELIMINARY LOT COUNT TABLE		
RESIDENTIAL TYPE		SUBTOTAL
	25' x 85' (TH)	123
	50' x 120'	176
TOTAL LOT		299

VISITOR PARKING AT TOWNHOMES	
*REQUIRED TH VISITOR PARKING SPACE	31
PROVIDED TH VISITOR PARKING SPACE	34

OPENSOURCE /PARKLAND		
SF & TH	**PARKLAND REQUIRED (ACRE)	6.0
	PARKLAND PROVIDED (ACRE)	5.0
MF-2	**PARKLAND REQUIRED (ACRE)	MAX 12.7
	PARKLAND PROVIDED (ACRE)	6.0

CITY OF ANNA REQUIREMENTS
*0.25 VISITOR PARKING PER MULTIFAMILY DWELLING UNITS EVENLY DISPERSED
**ONE ACRE OF LAND FOR EACH 50 PROPOSED MULTIFAMILY OR SINGLE FAMILY DWELLING UNITS

LAND PLANNING	CIVIL ENGINEER	OWNER/ DEVELOPER
LJA ENGINEERING 2150 S CENTRAL EXPRESSWAY, SUITE 380, MCKINNEY, TEXAS, 75070 214.620.2800	LJA ENGINEERING 6060 N CENTRAL EXPRESSWAY, SUITE 400, DALLAS, TEXAS, 75206 469.621.0710	SUMER HOMES, INC. 2404 TEXAS DRIVE SUITE 103 IRVING, TEXAS 75062 (972) 659-0855

ANNA RANCH (+/-205 ACRES)
ZONING CONCEPT PLAN

0 200' 400'

DRWN BY: xb
CHKD BY: tpm
DATE: 7/7/2021
PROJECT NUMBER: NT400-0020

CITY OF ANNA, COLLIN COUNTY, TEXAS

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Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Approve a Resolution approving a negotiated settlement agreement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the company's 2021 Rate Review Mechanism Filing. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City Attorney has reviewed the information provided to the City by the Atmos Cities Steering Committee and assisted staff in the development of this item for approval.

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as the Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of the RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in the test year ending December 31, 2020, entitled it to additional system-wide revenues of \$43.4 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$40.5 million, \$29.3 million of which would be applicable to ACSC members. ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$22.34 million instead of the claimed \$40.5 million. The amount of the \$22.34 million deficiency applicable to ACSC members would be \$16.8 million.

After the Company reviewed ACSC's consultants' report, ACSC's Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$22.78 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2021. This should save ACSC cities approximately \$3.8 million.

The Executive Committee recommends a settlement at \$22.78 million. The Effective

Date for new rates is December 1, 2021. ACSC members should take action approving the Resolution before October 1, 2021.

FINANCIAL IMPACT:

The impact of the settlement on average residential rates is an increase of \$1.28 on a monthly basis, or 2.2 percent. The increase for average commercial usage will be \$4.03 or 1.61 percent.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. 2021 Atmos Mid-Tex RRM Settlement Res and Exhibits C03029D20210817CR1
2. 2021 Atmos Mid-Tex RRM Model Staff Report Attachments

APPROVALS:

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

Created/Initiated - 8/17/2021
Final Approval - 8/20/2021

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Anna, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$22.78 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2021 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS ON THIS THE _____
DAY OF _____, 2021.

Mayor

ATTEST:

City Secretary

Exhibit A
to 2021 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2021

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 20.85 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 20.90 per month
Commodity Charge – All <u>Ccf</u>	\$0.27979 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE: Page

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 56.50 per month
Rider CEE Surcharge	\$ 0.01 per month ¹
Total Customer Charge	\$ 56.51 per month
Commodity Charge – All Ccf	\$ 0.12263 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	11.88	0.1459	85.39	0.6996
Austin	10.34	0.1452	194.82	0.9398
Dallas	15.21	0.1915	148.19	1.0986
Waco	10.63	0.1373	130.39	0.7436
Wichita Falls	12.63	0.1398	109.17	0.5803

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2021 RRM Resolution or Ordinance

Mid-Tex
2021 Benchmark for Pensions
and Retiree Benefits

Line No.	Description	Shared Services		Mid-Tex Direct		Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(g)
Proposed Benefits Benchmark - Fiscal Year 2021 Willis Towers Watson						
1	Report as adjusted (1) (2) (3)	\$ 2,917,949	\$ 4,908,358	\$ 5,447,063	\$ 293,818	\$ 6,600,073
2	Allocation to Mid-Tex	43.68%	43.68%	76.11%	100.00%	76.11%
Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)						
3		\$ 1,274,655	\$ 2,144,130	\$ 4,145,546	\$ 293,818	\$ 5,023,057
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 1,274,655	\$ 2,144,130	\$ 4,145,546	\$ 293,818	\$ 5,023,057
6						\$ 12,881,205
7						
8	Summary of Costs to Approve (1):					
9						
10	O&M Expense Factor (WP_F-2.3, Ln 2)	75.07%	75.07%	38.66%	11.00%	38.66%
11						
12						
13	Total Pension Account Plan					\$ 2,559,357
14	Total Post-Employment Benefit Plan	\$ 956,873	\$ 1,609,582	\$ 1,602,484	\$ 32,322	\$ 1,941,691
15	Total Supplemental Executive Benefit Plan					\$ 3,551,272
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 956,873	\$ 1,609,582	\$ 1,602,484	\$ 32,322	\$ 1,941,691
						\$ 6,142,952

1. Studies not applicable to Mid-Tex or Shared Services are omitted.

2. Mid-Tex is proposing that the Fiscal Year 2021 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

Exhibit C
to 2021 RRM Resolution or Ordinance

Mid-Tex 2021 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2020
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning Protected Balance	Protected Amortization	Ending Protected Balance	Beginning Unprotected Balance	Unprotected Amortization	Ending Unprotected Balance	Total Protected & Unprotected Amortization	Total Protected & Unprotected Balance
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	2017 (3)	\$ -	\$ -	\$ (51,477,654)	\$ -	\$ -	\$ 343,746,535	\$ -	\$ 292,268,881
2	2018	(51,477,654)	494,977	(50,982,677)	343,746,535	(3,513,868)	340,232,667	(3,018,891)	289,249,991
3	2019	(50,982,677)	1,979,910	(49,002,767)	340,232,667	(14,057,872)	326,174,795	(12,077,963)	277,172,028
4	2020	(49,002,767)	1,979,910	(47,022,857)	326,174,795	(13,988,908)	312,185,886	(12,008,999)	265,163,029
5	2021	(47,022,857)	3,464,842	(43,558,015)	312,185,886	(26,390,127)	285,795,760	(22,925,284)	242,237,745
6	2022	(43,558,015)	1,979,910	(41,578,105)	285,795,760	(60,167,528)	225,628,231	(58,187,619)	184,050,126
7	2023	(41,578,105)	1,979,910	(39,598,195)	225,628,231	(60,167,528)	165,460,703	(58,187,619)	125,862,508
8	2024	(39,598,195)	1,979,910	(37,618,286)	165,460,703	(60,167,528)	105,293,175	(58,187,619)	67,674,889
9	2025	(37,618,286)	1,979,910	(35,638,376)	105,293,175	(60,167,528)	45,125,646	(58,187,619)	9,487,270
10	2026	(35,638,376)	1,979,910	(33,658,466)	45,125,646	(45,125,646)	(0)	(43,145,737)	(33,658,466)
11	2027	(33,658,466)	1,979,910	(31,678,556)	(0)	0		1,979,910	(31,678,556)
12	2028	(31,678,556)	1,979,910	(29,698,647)	-	-		1,979,910	(29,698,647)
13	2029	(29,698,647)	1,979,910	(27,718,737)	-	-		1,979,910	(27,718,737)
14	2030	(27,718,737)	1,979,910	(25,738,827)	-	-		1,979,910	(25,738,827)
15	2031	(25,738,827)	1,979,910	(23,758,917)	-	-		1,979,910	(23,758,917)
16	2032	(23,758,917)	1,979,910	(21,779,007)	-	-		1,979,910	(21,779,007)
17	2033	(21,779,007)	1,979,910	(19,799,098)	-	-		1,979,910	(19,799,098)
18	2034	(19,799,098)	1,979,910	(17,819,188)	-	-		1,979,910	(17,819,188)
19	2035	(17,819,188)	1,979,910	(15,839,278)	-	-		1,979,910	(15,839,278)
20	2036	(15,839,278)	1,979,910	(13,859,368)	-	-		1,979,910	(13,859,368)
21	2037	(13,859,368)	1,979,910	(11,879,459)	-	-		1,979,910	(11,879,459)
22	2038	(11,879,459)	1,979,910	(9,899,549)	-	-		1,979,910	(9,899,549)
23	2039	(9,899,549)	1,979,910	(7,919,639)	-	-		1,979,910	(7,919,639)
24	2040	(7,919,639)	1,979,910	(5,939,729)	-	-		1,979,910	(5,939,729)
25	2041	(5,939,729)	1,979,910	(3,959,820)	-	-		1,979,910	(3,959,820)
26	2042	(3,959,820)	1,979,910	(1,979,910)	-	-		1,979,910	(1,979,910)
27	2043	(1,979,910)	1,979,910	0	-	-		1,979,910	0
28									
29	Revenue Related Tax Factor				See WP_F-5.1			6.79%	
30	Revenue Related Taxes on Annual Amortization				Amortization * Tax Factor		\$	3,949,355	
31	Amortization Including Revenue Related Taxes				Amortization + Taxes		\$	<u>62,136,973</u>	
32									
33	Notes:								
34	1. The annual amortization of the protected balance is a 26 year recovery period based on the Reverse South Georgia Method. The annual amortization of the unprotected balance is 5 years.								
35	2. The Regulatory Liability is recorded to FERC Accounts 253 and 242, Sub Account 27909.								
36	3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.								

**Attachment 1 to
Model Staff Report**

2021 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Customer Class (a)	Current (b)	Proposed (c)	Bills (d)	Ccf/MmBtu (e)	Current Revenues (f)	Proposed Revenues (g)	Increase (h)
1	Residential							
2	Customer Charge	\$	20.25	\$		\$	\$	\$
3	Consumption Charge		0.26651	13,861,632		280,698,048	289,015,027	8,316,979
4	Revenue Related Taxes		0.27979		627,298,034	167,181,199	175,511,717	8,330,518
5						30,398,805	31,528,717	
6	Total Class Revenue					\$ 478,278,052	\$ 496,055,461	\$ 17,777,409
7	Commercial							
8	Customer Charge	\$	54.50	\$		\$	\$	\$
9	Consumption Charge		0.11728	1,094,352		59,642,184	61,830,888	2,188,704
10	Revenue Related Taxes		0.12263		363,850,875	42,672,431	44,619,033	1,946,602
11						6,944,376	7,225,051	
12	Total Class Revenue					\$ 109,258,991	\$ 113,674,972	\$ 4,415,981
13	Industrial & Transportation							
14	Customer Charge	\$	1,014.50	\$		\$	\$	\$
15	Consumption Charge Tier 1		0.4157	7,056		7,158,312	7,442,316	284,004
16	Consumption Charge Tier 2		0.3044		7,479,741	3,109,328	3,238,728	129,400
17	Consumption Charge Tier 3		0.0653		8,282,846	2,521,298	2,626,490	105,192
18	Revenue Related Taxes		0.0680		13,018,926	850,136	885,287	35,151
19						925,722	963,306	
20	Total Class Revenue					\$ 14,564,796	\$ 15,156,127	\$ 591,331
21	Total Excluding Other Revenue					\$ 602,101,840	\$ 624,886,561	\$ 22,784,721
22								
23								
24	Revenue Related Tax Factor	6.7873%						

**Attachment 2
to 2021 RRM Staff Report**

Bill Impact

Line No.	Rate R @ 45.2 Ccf					Current	Proposed	Change
1						\$	20.25	
2	Customer charge							
3	Consumption charge							
4	Rider GCR Part A							
5	Rider GCR Part B							
6	Subtotal					\$	54.59	
7	Rider FF & Rider TAX							
8	Total					\$	3.71	
9								
10	Customer charge							
11	Consumption charge							
12	Rider GCR Part A							
13	Rider GCR Part B							
14	Subtotal					\$	55.79	
15	Rider FF & Rider TAX							
16	Total					\$	3.79	
17								
18								
19								
20	Customer charge					\$	54.50	
21	Consumption charge							
22	Rider GCR Part A							
23	Rider GCR Part B							
24	Subtotal					\$	234.20	
25	Rider FF & Rider TAX							
26	Total					\$	15.90	
27								
28	Customer charge							
29	Consumption charge							
30	Rider GCR Part A							
31	Rider GCR Part B							
32	Subtotal					\$	237.98	
33	Rider FF & Rider TAX							
34	Total					\$	16.15	
35								

**Attachment 3
to 2021 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE BILL COMPARISON
(EXCLUDING GAS COSTS)**

	ACSC Settled	DARR Settled	ATM Filing	ENVIRONS Filing
Customer Charge	\$20.85	\$23.80	\$27.68	\$25.90
Monthly Ccf [1]	45.2	52.7	45.2	45.2
Consumption Charge	\$0.27979	\$0.19526	\$0.14846	\$0.18653
Average Monthly Bill	\$33.50	\$34.09	\$34.39	\$34.33
		-\$0.60	-\$0.89	-\$0.83

[1] Recognizes that average normal usage for Dallas residential customers is greater than Mid-Tex average.



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Clark McCoy

AGENDA ITEM:

Approve a resolution approving the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet and the Subdivision Settlement Participation Form.
(City Attorney Clark McCoy)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Global Opioid Settlement Res C03029D20210817CR1

APPROVALS:

Clark McCoy, City Attorney
Jim Proce, City Manager

Created/Initiated - 8/19/2021
Final Approval - 8/20/2021

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS,
APPROVING THE TEXAS OPIOID ABATEMENT FUND COUNCIL AND
SETTLEMENT ALLOCATION TERM SHEET IN ITS ENTIRETY; APPROVING
THE SUBDIVISION SETTLEMENT PARTICIPATION FORM AND
AUTHORIZING THE MAYOR TO EXECUTE SAME; ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, the City Council of the City of Anna, Texas obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit “A”; and

WHEREAS, Special Counsel and the State of Texas have recommended that the City of Anna, Texas support the adoption and approval the Texas Term Sheet in its entirety and approve and execute the Subdivision Settlement Participation Form and authorize the Mayor to execute same and any other documents or instruments necessary for the City of Anna to participate in the settlement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Anna, Texas, that the Council:

1. Supports the adoption and approval the Texas Term Sheet in its entirety; and

2. Finds as follows:

a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Anna; and

b. The City Council of the City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit A. The City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas. The Mayor is authorized on behalf of the City to execute the Subdivision Settlement Participation Form attached hereto as Exhibit B and is further authorized to execute any and all additional documents and instruments necessary for the City of Anna to participate in said settlement.

APPROVED, ADOPTED AND EFFECTIVE THIS 24TH DAY OF AUGUST 2021.

Nate Pike, Mayor

ATTEST:

Carrie L. Land, City Secretary

EXHIBIT A

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

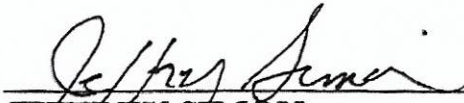


KENNETH PAXTON, JR.
ATTORNEY GENERAL

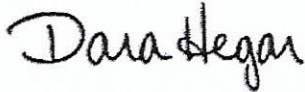
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



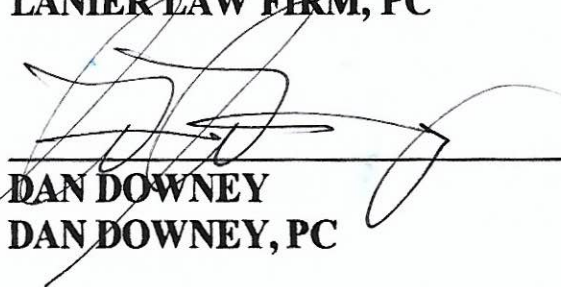
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windcrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

EXHIBIT B

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021

Staff Contact:

AGENDA ITEM:

Approve Special Event Permit Application submitted by Elden Baker for Collin McKinney Statue Dedication on September 18, 2021. (Director of Neighborhood Services Marc Marchand)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Special Event Permit Application - Elden Baker - 9-18-2021

APPROVALS:

Jeff Freeth, Recreation Manager
Jim Proce, City Manager

Created/Initiated - 8/19/2021
Final Approval - 8/20/2021

caused by any act occurring as a result of the exercise of the privileges granted by this permit.

Applicant agrees that this indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Texas, and that if any portion is held invalid, then it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Signatures:

I do solemnly swear (or affirm) that all the answers given and statements made on this application and supporting documents are full, true, and correct to the best of my knowledge and beliefs. I have been given a copy of the Anna City Code ordinance Part II, Article 47 and have read the provisions contained therein and agree to abide by them.

Applicant Name: Elden Baker

Signature: Elden Baker

Date: August 10, 2021

Submittal Requirements:

Submittal Requirements:

1. Completed application with signatures and contact information.
2. Submit application fee (\$50) and deposit (\$300). (Ord. No. 410-2008; Checks payable to the City of Anna)
3. Map of Event area.
4. List of food and beverage vendors and/or copy of current license from vendor.
5. Statement of Intent to obtain Insurance and/or Proof of Insurance. (A copy of the Certificate of Insurance is due a *minimum of one week before event start date*)
6. Letter of request if alcohol is desired.

For Office Use Only:

Date Application & Deposit Received (\$300): <u>waived</u>	Date Application Fee Received (\$50): <u>waived</u>
Received By: _____	Received By: _____
Cash or Check # _____	Cash or Check # _____
Receipt #: _____	Receipt #: _____
Required Documents Rec'd: ☒ Completed Application ☐ Insurance ☐ Food Vendor List ☐ Sound System ☐ Map	
☐ Alcohol Request (optional)	
☐ Other: _____	
☐ Other: _____	
☐ Approved by: _____ ☐ Permit Issued Date: _____	
Assign Date of Parks Board Review of Application: <u>8/24/2021</u> (put date in blank) and notify Applicant.	

SPECIAL EVENT PERMIT APPLICATION



Planning and Development Dept.
101 N. Powell Pkwy
Anna, TX 75409
972-924-3325

APPLICANT INFORMATION

Type of Event: ☐ Carnival ☐ Circus ☐ Festival ☐ Parade ☐ Tent ☒ Other
Applicant Name: Elden Baker
Address: 305 Eastbrook Dr
City: Anna State: TX Zip Code: 75409
Phone#: 469-278-1742
Email: eldenbaker@yahoo.com
Date: Aug 10, 2021 *Note: Applications must be filed at least 30 days in advance.

• Collin McKinney Statue Committee
• Anna Area Historical Preservation Society
• City of Anna

APPLICATION FEE AND DEPOSIT REFUND INFORMATION

Application Fee \$50 (non-refundable) waived Deposit \$300 (refundable) waived
☒ Same Information As Above (if not the same, complete the next two lines)
Issue Deposit Refund To:
Address: _____ City: _____ State: _____ Zip Code: _____

ACTIVITY INFORMATION

Date(s) of Activity: September 18, 2021
Reservation Time Block: 7am to 5pm
Type of Activity (explain purpose of activity): Collin McKinney Statue Dedication
Estimated Number of People Attending Activity: possibly 200+
Reservation Location: Sherley Heritage Park

Will Food and/or Beverages be on-site for the activity? ☐ Yes ☒ No
Will Alcohol be served or sold? ☐ Yes ☒ No (if yes, include request letter)
If yes, please indicate who the vendors are (food and drinks):

Please identify all other activities & structures (bounce house, tents, music, sports, games, etc):
Dedication of the Collin McKinney Statue, Proclamation of the 175th Anniversary of Collin County; proclamations will be made from 1) Mayor, City of Anna, Nate Pike 2) County Judge, Chris Hill, and (possibly) 3) Governor of Texas, Greg Abbott
Other dignitaries in attendance will be officials from the City of Anna, County of McKinney, and State of Texas (i.e. Angela Paxton, state senator; Attorney General, Ken Paxton, et al).



Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Marc Marchand

AGENDA ITEM:

Review Minutes of the July 19, 2021, Parks Advisory Board Meeting. (Director of Neighborhood Services Marc Marchand)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. July 19 Parks Advisory Minutes

APPROVALS:

Jeff Freeth, Recreation Manager
Jim Proce, City Manager

Created/Initiated - 8/19/2021
Final Approval - 8/20/2021



Minutes
Anna Parks Advisory Meeting
Monday, July 19, 2021, 6:00pm
Anna City Hall, 111 N Powell Parkway

MINUTES
ANNA PARKS ADVISORY BOARD MEETING
July 19, 2021

The Parks Board of the City of Anna met at 6:00 PM, on July 19, 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 6:00pm. Members present were Elden Baker, Joe Crowder, Michelle Clemens, Eirik Hansen, LeQuey Douglas, Mackenzie Jenks and Jonathon Schwyzer. Staff present included Marc Marchand, Jeff Freeth, Elisa Bowers, Dalan Walker and Matt Lewis.

2. Park Minutes

- a. June 21, 2021

A motion was made by Eirik Hansen, seconded by Elden Baker, to approve the Minutes of the June 21, 2021, meeting. Motion carried.

3. Staff presented a report on summer recreation programming.
4. Staff presented an update on Tree City USA designation.
5. Staff introduced the new Park Planning and Development Manager Dalan Walker.
6. Staff presented a report on the Parks Capital Plan.
7. Staff presented a status update on the Johnson Park Enhancement Project.
8. Adjourn

A motion was made by Eirik Hansen, seconded by Elden Baker to adjourn the meeting. Meeting adjourned at 6:52 pm.

ATTEST: _____

~~Marc Marchand, Director of Neighborhood~~
Services **Jeff Freeth**
Recreation Manager



Item No. 6.i.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Clark McCoy
Jim Proce

AGENDA ITEM:

Approve an ordinance amending regulations related to governance and personnel procedures.

SUMMARY:

Pursuant to City Council general consensus, the policies regarding ethics are presented herein for consideration and approval.

FINANCIAL IMPACT:

NA

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Ord Governance Protocols

APPROVALS:

Clark McCoy, City Attorney
Jim Proce, City Manager

Created/Initiated - 8/20/2021
Final Approval - 8/20/2021

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, AMENDING REGULATIONS RELATING TO GOVERNANCE AND PERSONNEL PROCEDURES; PROVIDING FOR PENALTIES; PROVIDING A SAVINGS, SEVERABILITY, AND REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Anna City Code of Ordinances Article 2.07 and the City of Anna Governance Guide 2021 regulate certain Council procedures and protocols and such regulations are intended to be reviewed and periodically updated; and

WHEREAS, the Council finds that the following amendments to the above-described regulations are in the furtherance of good governance and contribute to the health, safety and welfare of the public;

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

Section 1. Recitals Incorporated.

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

Section 2. Amendment to Anna Code Section 2.07.004.

In accordance with Article 1.01 of the Anna City Code of Ordinances, ("Anna Code"), the following amendments are made to Section 2.07.004 (Interaction with city staff) of Article 2.07 (CODE OF ETHICS):

Sec. 2.07.004 Interaction with city staff and others

(a) City council members' and board members' interaction with the city manager, ~~or staff,~~ and others must recognize the lack of authority in any individual city council member, board member or group of city council members or board members except when explicitly authorized by the city council or board.

(b) City council members and board members will not make public individual judgments of the performance of the city manager, his staff, the city attorney, the city secretary, or the municipal judge except as authorized by city policy, ordinance, or the city charter.

(c) City council members and board members may not attempt to coerce or intimidate city employees, interfere with city employees' duties, or otherwise circumvent the authority of the city manager.

(d) City council members and board members shall not communicate in any manner with any city employee, appointive administrative officer, city volunteer in

active service to a city department, or other person that that the city manager may directly or indirectly appoint, remove, suspend, discipline, supervise or otherwise control under the City of Anna Home Rule Charter section 4.01.(f) and/or the City of Anna Personnel Policy Manual if such communication is in violation of this subsection. Communications in violation of this subsection include communications that relate in any manner, directly or indirectly, to city business, city operations, city departments, city management, city services, city finances or investments, city policies, city ordinances, city regulations, city communications or media, citizen complaints or communications, public relations, marketing, economic or community development, grants or incentives, parks, issues involving safety or security, planning matters, personnel matters, work conditions, staffing, personal/private affairs or circumstances, facilities, utilities, real or personal property, land use, annexation, zoning, development, easements, or any other topic not listed here that involves or could involve city-related matters. In addition, city council members and board members shall not engage in any conduct that could potentially result in a violation of City of Anna Personnel Policy Manual section 104.03.3. Notwithstanding any of the foregoing, it is not a violation of this subsection if a city council member or a board member is given advance permission to engage in such a communication to the extent provided by a majority vote of the city council or to the extent provided in writing by the city manager.

(e) ____ City council members and board members are subject to the following listed provisions of the City of Anna Personnel Policy Manual to the same extent such policies are applicable to city employees and any violation of any such provision by a city council member or a board member is deemed to be a violation of this section: section 104.11; section 104.13; and 104.14.

(Ordinance 777-2018, sec. 1.04, adopted 7/24/18; Ordinance _____, adopted _____)

Section 3. Amendment to Anna Code Section 2.07.011.

In accordance with Article 1.01 of the Anna City Code of Ordinances, ("Anna Code"), the following amendments are made to Section 2.07.011 (Civil fine) of Article 2.07 (CODE OF ETHICS):

Sec. 2.07.011 Penalty; Enforcement Civil fine

Any person, whether or not a city official, who knowingly and willfully violates any portion of this ~~article 2.07-code of ethics~~ is subject to a fine in accordance with the general penalty provided in section 1.01.009 of this code. ~~The civil fine under this section may be imposed by a majority of the city council after holding a public hearing and finding a knowing and willful violation of one or more provisions of this article.~~ In addition, if the city council finds that a person has violated any portion of this article 2.07, the city council may by a vote of at least five (5) city council members: (1) publicly censure the violator; (2) require that the violator pay a civil fine in an amount up to \$500 per violation; and/or (3) require the violator to forfeit

their office or membership. In the event a violator is required to forfeit their office or membership under this section, the violator is not eligible to run for city council or any board until the expiration of five (5) years after such forfeiture. Upon any such forfeiture, the violator's office or membership shall be deemed vacant and shall be filled by applicable law. (Ordinance 777-2018, sec. 4, adopted 7/24/18; Ordinance adopting 2019 Code; Ordinance _____, adopted _____)

Section 4. Amendment to Governance Guide.

The City of Anna, Texas Governance Guide 2021 ("Governance Guide"), adopted under City of Anna Resolution No. 2021-04-902, is hereby amended as follows:

1. Mayor and City Council Protocol Operating Guidelines. Under **Protocol 4**, all references to "Ordinance 2008-01-04" are amended to read: "Resolution No. 2008-01-04."
2. Mayor and City Council Protocol Operating Guidelines. Under **Protocol 7**, a new Section C is added to read: "C. Any contact between Council/Board Members with employees, staff or volunteers must be in full compliance with Anna City Code of Ordinances Section 2.07.004."

City staff is directed to: (1) modify the Governance Guide as shown above; (2) note the date as "Current as of August 24, 2021" on the cover page of the Governance Guide; and (3) distribute copies of the updated Governance Guide to the Mayor and City Council noting that it supersedes the version adopted in April 2021.

Section 5. 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 provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof. The City declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Anna, Texas on this 24th day of August 2021 to be effective immediately.

APPROVE:

ATTEST:

Nate Pike, Mayor

Carrie L. Land, City Secretary



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Stephanie
Beitelschies

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to update the Employee Compensation Plan and Compensation Philosophy providing for a Step Plan for Police employees, a Step Plan for Fire employees, and an open range plan for all general employees and management employees. (Director of Human Resources Stephanie Beitelschies)

SUMMARY:

As a part of the adopted Strategic Plan, staff was directed to determine a pay plan to address employee compensation. As such, staff engaged a consultant firm, Johanson Group, to survey the comparable market cities in Collin County with the intent on developing pay ranges and format, providing a recommendation for a pay structure for all employees.

As a part of this process, the consultant completed the market analysis, surveyed 12 cities in Collin County to establish the pay ranges based on market conditions for comparable work, and determined an efficient method by which the staff could administer the process going forward.

The surveyed cities included:

1. Melissa
2. Princeton
3. Fairview
4. Wylie
5. Sachse
6. Murphy
7. Frisco
8. Allen
9. Plano
10. Celina
11. Prosper
12. McKinney

The grading system utilized is a comprehensive system that weighs the compensable factors that can be applied to any job to determine job value. The compensable factors are noted as follows:

Factor 1: Experience-General
Factor 2: Experience-Management
Factor 3: Education
Factor 4: Initiative & Ingenuity
Factor 5: Mental Demand
Factor 6: Analytical Ability & Problem Solving
Factor 7: Responsibilities for Work of Others
Factor 8: Responsibilities for Funds, Property, etc.
Factor 9: Responsibilities for Accuracy
Factor 10: Accountabilities & End Results
Factor 11: Contacts with Public
Factor 12: Contacts with Employees
Factor 13: Machine & Computer Operations
Factor 14: Working Conditions & Hazards
Factor 15: Physical Demands

With the approval of the Fiscal Year 2021-2022 Budget, the City Manager is implementing the Employee Compensation Plan as presented herein. Going forward, it is recommended that we also adopt a compensation philosophy.

This philosophy would include the following elements, defined as follows:

Philosophy 1: Establish the market, defined as cities located in whole or in part in Collin County, as these cities are the competition for employment in our region.

Philosophy 2: Maintain pay ranges and step plans with the intent on being relevant and competitive in the Collin County Market, reviewing these for such annually, working towards the 50th percentile, weighted for organizational size and population served.

Philosophy 3: Maintain a merit system of compensation, whereby employees are compensated for performance, targeted at 3.5% maximum for the highest performance rating, providing for performance improvement plans and deferrals for low performers not meeting expectations, yet encouraging excellence by tying salary increases to performance.

Philosophy 4: Maintain a retention system, for encouraging senior and long-term employees, rewarding longevity, consistent with system internal equities, inclusive of longevity pay, incremental adjustments based on tenure, and lump sum payment when achieving the top of scale or step, not to exceed \$2,000.

Philosophy 5: Maintain a promotional vacancy practice providing for no less than 5% increase for promotions (or the next highest step, if in a step plan)

Philosophy 6 : All stated strategies herein are subject to annual funding availability, and not a guarantee of future compensation.

The financial impact is being provided for within the FY21/22 Fiscal Year Budget Proposal at a proposed tax rate of 0.5695000/\$100. On average, the plan will provide for an average 4% adjustment with no less than 3.5% merit for performance, putting the City in line with our nearest competing city.

FINANCIAL IMPACT:

The financial impact is being provided for within the FY21/22 Fiscal Year Budget Proposal at a proposed tax rate of 0.5695000/\$100. On average, the plan will provide for an average 4% adjustment with no less than 3.5% merit for performance, putting the City in line with our nearest competing city.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve

ATTACHMENTS:

1. Resolution Amending the Employee Compensation and Providing a Step Plan
2. Exhibit 1 - FY 2021-2022 STEP and Classification Exhibits

APPROVALS:

Stephanie Beitelschies, Human Resources Director
Jim Proce, City Manager

Created/Initiated - 8/20/2021
Final Approval - 8/20/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ANNA, TEXAS AMENDING THE
EMPLOYEE COMPENSATION AND CLASSIFICATION PLAN, PROVIDING
FOR A COMPENSATION PHILOSOPHY, PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City Council of the City of Anna, has previously adopted a Strategic Plan in Fiscal Year 2018-2019, as amended in Fiscal Year 2020-2021, and as a part of that plan, had directed staff to evaluate employee compensation plan for the purpose of updating and amending employee compensation plan; and,

WHEREAS, the Fiscal Year 2021-2022 budget includes several new positions that were not previously included the City's employee compensation and classification plan; and,

WHEREAS, in an effort to hire and retain qualified and trained employees, the City Council finds and determines that it is in the best interests of the City to update the employee compensation and classification plan; and,

WHEREAS, it is desirous and customary to provide a step plan for the Police and Fire Departments, respectively, and to provide an open range plan for all non-public safety employees and management employees, to attract and retain qualified personnel; and,

WHEREAS, it is desirous to provide a lateral hiring practice for public safety recruitment to enable the hiring of experienced personnel above entry level rates commensurate with applicant qualifications, up to the third step, and experience; and,

WHEREAS, it is desirous to establish a pay scale setting Anna in alignment with the market, based upon comparable factors and market conditions; and,

WHEREAS, it is desirous to ensure all job descriptions were properly graded based upon compensable factors, internal equity issues are addressed, and all staff below established grades are brought to minimum grade; rates are adjusted for tenure, market, and adjusted for staff size and city population and,

WHEREAS, it is desirous to adopt a compensation philosophy and strategy that is equitable, fair, and sustainable, but limited to available funding each budgeted year; and

WHEREAS, it is desirous to provide a management system that the City Manager or designee shall manage, administer, and implement for the purpose of hiring, firing, reclassifying, promoting, creating of job descriptions, for the retaining and recruiting of qualified staff; and,

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Amended Pay Classification Plan and Compensation Philosophy.

The City Council hereby approves an amendment to the employee compensation and classification plan attached hereto as Exhibit 1, and authorizes, ratifies and approves the City Manager's implementation, management and maintenance of same, to include the compensation philosophies set forth as follows.

Philosophy 1: Establish the market, defined as cities located in whole or in part in Collin County, as these cities are the competition for employment in our region.

Philosophy 2: Maintain pay ranges and step plans with the intent on being relevant and competitive in the Collin County Market, reviewing these for such annually, working towards the 50th percentile, weighted for organizational size and population served.

Philosophy 3: Maintain a merit system of compensation, whereby employees are compensated for performance, targeted at 3.5% maximum for the highest performance rating, providing for performance improvement plans and deferrals for low performers not meeting expectations, yet encouraging excellence by tying salary increases to performance.

Philosophy 4: Maintain a retention system, for encouraging senior and long-term employees, rewarding longevity, consistent with system internal equities, inclusive of longevity pay, incremental adjustments based on tenure, and lump sum payment when achieving the top of scale or step, not to exceed \$2,000.

Philosophy 5: Maintain a promotional vacancy practice providing for no less than 5% increase for promotions (or the next highest step if in a step plan)

Philosophy 6 : All stated strategies herein are subject to annual funding availability, and not a guarantee of future compensation.

Section 3. Effective Date.

The City Council hereby approves the amended compensation plan and philosophy effective with the adoptions of the Fiscal Year 2021-2022, with the first full pay period, on or about October 4, 2021.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this the 24th day of August 2021.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

FY 2021-2022
Classification Plan

Position Title / Classification	Min	Mid	Max
City Manager	\$ 152,273.46	\$ 190,341.83	\$ 228,410.20
Assistant City Manager	\$ 129,326.87	\$ 161,658.59	\$ 193,990.31
Director of Public Works	\$ 126,346.06	\$ 157,932.58	\$ 189,519.10
Director of Finance	\$ 123,084.05	\$ 153,855.06	\$ 184,626.07
Police Chief	\$ 117,178.68	\$ 146,473.34	\$ 175,768.01
Fire Chief	\$ 117,178.68	\$ 146,473.34	\$ 175,768.01
Director of Development Services	\$ 114,816.53	\$ 143,520.66	\$ 172,224.79
EDC Director	\$ 112,229.41	\$ 140,286.76	\$ 168,344.11
Director of Neighborhood Services	\$ 112,060.69	\$ 140,075.86	\$ 168,091.03
Director of Human Resources	\$ 107,392.63	\$ 134,240.79	\$ 161,088.94
Director of IT	\$ 107,280.14	\$ 134,100.18	\$ 160,920.22
City Engineer	\$ 105,086.72	\$ 131,358.40	\$ 157,630.08
Assistant Fire Chief	\$ 98,843.90	\$ 123,554.87	\$ 148,265.85
Assistant Police Chief	\$ 97,550.34	\$ 121,937.92	\$ 146,325.51
Assistant Director of Public Works	\$ 96,088.06	\$ 120,110.07	\$ 144,132.08
Economic Development Manager	\$ 90,126.44	\$ 112,658.05	\$ 135,189.66
Accounting Manager	\$ 80,509.12	\$ 100,636.40	\$ 120,763.68
Budget Manager	\$ 79,946.70	\$ 99,933.38	\$ 119,920.05
Planning Manager	\$ 76,234.75	\$ 95,293.44	\$ 114,352.13
Neighborhood Services Parks P&D Manager	\$ 75,447.37	\$ 94,309.21	\$ 113,171.06
Communication Manager	\$ 73,422.67	\$ 91,778.34	\$ 110,134.01
Code Compliance Manager	\$ 73,085.22	\$ 91,356.53	\$ 109,627.83
Superintendent	\$ 72,466.56	\$ 90,583.20	\$ 108,699.85
Building Official	\$ 72,466.56	\$ 90,583.20	\$ 108,699.85
Recreation Manager	\$ 72,072.87	\$ 90,091.09	\$ 108,109.31
City Secretary	\$ 71,454.21	\$ 89,317.77	\$ 107,181.32
GIS Manager	\$ 69,710.72	\$ 87,138.40	\$ 104,566.08
Senior Accountant	\$ 65,042.67	\$ 81,303.33	\$ 97,564.00
Utility Supervisor	\$ 56,943.87	\$ 71,179.84	\$ 85,415.80
Utility Billing Supervisor	\$ 54,019.30	\$ 67,524.13	\$ 81,028.95
Court Administrator	\$ 53,794.34	\$ 67,242.92	\$ 80,691.50
Deputy City Secretary	\$ 51,825.88	\$ 64,782.35	\$ 77,738.82
Human Resources Coordinator	\$ 51,825.88	\$ 64,782.35	\$ 77,738.82
Senior Inspector - Building	\$ 50,926.01	\$ 63,657.52	\$ 76,389.02
Neighborhood Services Coordinator	\$ 49,519.97	\$ 61,899.96	\$ 74,279.96
Public Works Coordinator	\$ 47,776.48	\$ 59,720.60	\$ 71,664.72
IT Help Desk Support	\$ 47,776.48	\$ 59,720.60	\$ 71,664.72
Fire Services Coordinator	\$ 47,776.48	\$ 59,720.60	\$ 71,664.72
Inspector - Building	\$ 46,032.99	\$ 57,541.24	\$ 69,049.48
Civil Construction Inspector	\$ 46,032.99	\$ 57,541.24	\$ 69,049.48
Plans Examiner	\$ 45,358.09	\$ 56,697.61	\$ 68,037.13
Code Compliance Officer	\$ 44,626.95	\$ 55,783.68	\$ 66,940.42
Accountant	\$ 44,064.53	\$ 55,080.66	\$ 66,096.80
Senior Wastewater Plant Operator	\$ 44,064.53	\$ 55,080.66	\$ 66,096.80
Management Analyst	\$ 43,277.15	\$ 54,096.43	\$ 64,915.72
Crew Leader	\$ 41,063.51	\$ 51,329.39	\$ 61,595.26
Traffic Safety Technician	\$ 39,099.55	\$ 48,874.44	\$ 58,649.32
Water Operator	\$ 37,997.82	\$ 47,497.27	\$ 56,996.72
Development Services Technician	\$ 36,417.07	\$ 45,521.33	\$ 54,625.60
Maintenance Worker II	\$ 36,321.26	\$ 45,401.58	\$ 54,481.89
Police Records Administrator	\$ 36,081.76	\$ 45,102.19	\$ 54,122.63
Accounting Technician	\$ 35,698.54	\$ 44,623.18	\$ 53,547.82
Administrative Assistant	\$ 34,165.70	\$ 42,707.12	\$ 51,248.55
Meter Service Technician	\$ 34,309.40	\$ 42,886.75	\$ 51,464.10
Admin/Records Clerk	\$ 34,165.70	\$ 42,707.12	\$ 51,248.55
Maintenance Worker I	\$ 31,291.61	\$ 39,114.51	\$ 46,937.41
Utility Billing Clerk	\$ 31,004.20	\$ 38,755.25	\$ 46,506.30

Fire Recruit	\$ 48,149.72									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Fire Fighter	\$ 52,964.69	\$ 54,818.46	\$ 56,737.10	\$ 58,722.90	\$ 60,778.20	\$ 62,905.44	\$ 65,107.13	\$ 67,385.88	\$ 69,744.38	\$ 72,185.44
Driver Engineer		\$ 57,565.97	\$ 59,580.78	\$ 61,666.11	\$ 63,824.42	\$ 66,058.28	\$ 68,370.32	\$ 70,763.28	\$ 73,239.99	\$ 75,803.39
Fire Lieutenant (HOLDER)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Captain			\$ 78,389.34	\$ 81,132.97	\$ 83,972.62	\$ 86,911.66	\$ 89,953.57	\$ 93,101.95	\$ 96,360.52	\$ 99,733.13
Bat Chief			\$ 92,879.07	\$ 96,129.84	\$ 99,494.39	\$ 102,976.69	\$ 106,580.87	\$ 110,311.20	\$ 114,172.10	

Police Recruit	\$ 54,772.45									
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Police Officer	\$ 60,249.69	\$ 62,358.43	\$ 64,540.97	\$ 66,799.91	\$ 69,137.91	\$ 71,557.73	\$ 74,062.25	\$ 76,654.43	\$ 79,337.34	\$ 82,114.14
Corporal		\$ 67,422.26	\$ 69,782.04	\$ 72,224.41	\$ 74,752.26	\$ 77,368.59	\$ 80,076.49	\$ 82,879.17	\$ 85,779.94	\$ 88,782.24
Detective (2080)		\$ 70,194.34	\$ 72,651.14	\$ 75,193.93	\$ 77,825.71	\$ 80,549.61	\$ 83,368.85	\$ 86,286.76	\$ 89,306.80	\$ 92,432.54
Sergeant			\$ 78,198.07	\$ 80,935.00	\$ 83,767.73	\$ 86,699.60	\$ 89,734.08	\$ 92,874.78	\$ 96,125.39	\$ 99,489.78
Lieutenant (2080)				\$ 99,609.99	\$ 103,096.34	\$ 106,704.71	\$ 110,439.37	\$ 114,304.75	\$ 118,305.42	\$ 122,446.11



Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

First Reading of a Resolution approving the Fiscal Year 2021-2022 Anna Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

SUMMARY:

Two readings of the resolution are required prior to adopting the CDC Budget. The CDC Board approved the proposed FY 2022 budget on July 26, 2021. This is the first reading of the resolution. The presiding officer should read the following:

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2021-2022 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

1. Growing the Anna Economy

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 8/19/2021
Final Approval - 8/20/2021



Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Second Reading of a Resolution approving the Fiscal Year 2021-2022 Anna Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

SUMMARY:

This is the second reading of the FY 2022 CDC Annual Budget resolution. The presiding officer should read the following:

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2021-2022 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 8/19/2021
Final Approval - 8/20/2021



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution approving the Fiscal Year 2021-2022 Anna Community Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

SUMMARY:

Staff proposed a \$1,797,738 FY 2022 Budget, and it was approved by the CDC Board on July 26, 2021. Sales tax revenues remain strong, giving the CDC more funding for projects. Key highlights of this budget include a new ED Coordinator position, funding for implementation of the Downtown Master Plan, and continuation of our aggressive marketing strategy.

FINANCIAL IMPACT:

\$1,797,738 CDC FY22 Budget

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. Council FY 22 CDC Budget Resolution
2. CDC FY 22 Budget
3. CDC Budget Resolution FY22 - signed

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 8/19/2021
Final Approval - 8/20/2021

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2021-2022 BUDGET FOR THE ANNA COMMUNITY DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas is a home-rule municipality located in Collin County, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas, and

WHEREAS, the Anna Community Development Corporation, hereinafter the "ACDC" is a Type B development corporation operating pursuant to the Development Corporation Act of 1979 now codified as Chapter 505 of the Texas Local Government Code; and

WHEREAS, the ACDC Board of Directors approved the Fiscal Year 2021-2022 Budget at a special-called meeting on July 26, 2021; and

WHEREAS, the City of Anna desires to approve and ratify such said ACDC Budget.

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

Section 1. Recitals Incorporated

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

Section 2. Adoption of Fiscal Year 2021-2022 Budget

The City Council of the City of Anna, Texas hereby approves the Anna Community Development Corporation 2021-2022 Fiscal Year Budget as set forth in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth in full.

PASSED AND APPROVED by the City Council of the City of Anna, Texas this 24th day of August 2021.

APPROVED:

Nate Pike, Mayor

ATTEST:

Carrie L. Land, City Secretary

Account	Org Name	Group	Description	FY2020 ACT	FY2021 REVISED	FY2021 RE-EST	FY2022 BASE	Dept Change	FY2022 Prop	COMMENTS / DETAILS
89-825-6101	CDC	Payroll	Salaries	73,473	106,325	106,325	284,559		292,734	
89-825-6114	CDC	Payroll	Payroll Taxes-City Part FICA	5,543	8,286	8,286	21,769		22,394	
89-825-6121	CDC	Payroll	Health Insurance	948	9,927	9,927	31,866		31,866	
89-825-6125	CDC	Payroll	TMRS Retirement	10,408	12,986	12,986	39,241		40,368	
89-825-6126	CDC	Payroll	Unemployment	144	250	250	750		750	
89-825-6127	CDC	Payroll	Worker's Compensation	153	1,111	1,111	1,281		1,318	
89-825-6129	CDC	Payroll	Miscellaneous Payroll	-	100	100	100		100	
89-825-6208	CDC	Supplies	Office Supplies	1,159	2,000	2,000	2,000		2,000	basic needs
89-825-6209	CDC	Supplies	Other Supplies - Misc.	1,330	4,000	4,000	4,000		4,000	meals, meetings supplies, or other administrative items
89-825-6210	CDC	Supplies	Clothing Supplies	1,454	1,000	1,000	1,000		1,000	new logo, new council members, new board members etc.
89-825-6212	CDC	Supplies	Postage	-	100	100	100		100	mailing bills, etc..
89-825-6299	CDC	Supplies	IT Supplies	-	-	3,000	-	3,500	3,500	new laptop for Director in FY21 and new laptop for Manager in FY22
89-825-6700	CDC	Services	Economic Development Grant Expense	284,433	442,960	442,960	100,000	25,000	125,000	Downtown/Targeted Area Economic Development Grants and Events
89-825-6700	CDC	Services	Economic Development Grant Expense		-	-	342,960	107,040	450,000	Sales Tax Reimbursement agreement with Chief Partners Phase I
89-825-6703	CDC	Services	Contract Services	124,132	170,974	170,974	4,000		4,000	CDC agreement with City Finance and Accounting Services
89-825-6703	CDC	Services	Contract Services		-	-	800	(800)	-	Remove this line item and use IT Supplies for future IT needs per KJ
89-825-6703	CDC	Services	Contract Services		-	-	42,000	3,000	45,000	Chamber/CDC Annual Contract for BR&E
89-825-6703	CDC	Services	Contract Services		-	-	1,500		1,500	Continuing Disclosure Report Fees (Revenue Bonds)
89-825-6703	CDC	Services	Contract Services		-	-	45,000	15,000	86,850	Downtown Plan Implementation
89-825-6703	CDC	Services	Contract Services		-	-	1,750	250	2,000	Housing Study Updates--Residential Strategies
89-825-6703	CDC	Services	Contract Services		-	-	5,724	276	6,000	Impact Data Source (Third Party Economic Incentive Impact Tool)

Account	Org Name	Group	Description	FY2020 ACT	FY2021 REVISED	FY2021 RE-EST	FY2022 BASE	Dept Change	FY2022 Prop	COMMENTS / DETAILS
89-825-6703	CDC	Services	Contract Services		-	-	6,000		6,000	Placer AI (provides consumer analytics to help attract retailers, etc.)
89-825-6703	CDC	Services	Contract Services		-	-	2,250	2,450	4,700	ReSimplifi
89-825-6703	CDC	Services	Contract Services		-	-	35,000	10,000	45,000	Retail attraction plan
89-825-6703	CDC	Services	Contract Services		-	-	20,000	40,000	60,000	Tagline/Marketing Plan Agreement
89-825-6703	CDC	Services	Contract Services		-	-	6,950	625	7,575	GIS WebTech Recruit mapping, Esri demographic data
89-825-6710	CDC	Services	Travel/Training Expense	14,142	25,250	25,250	25,250	(25,250)	-	ED Basic Course for Manager - DELETE
89-825-6710	CDC	Services	Travel/Training Expense		-	-	-	1,745	1,745	OU EDI in Fort Worth for ED Manager (Early Deadline August 27 for October class)
89-825-6710	CDC	Services	Travel/Training Expense		-	-	-	1,000	1,000	Bisnow Event Registrations
89-825-6710	CDC	Services	Travel/Training Expense		-	-	-	9,500	9,500	International Council of Shopping Centers Annual Conference (Four People)
89-825-6710	CDC	Services	Travel/Training Expense		-	-	-	5,000	5,000	International Council of Shopping Centers Texas Conference
89-825-6710	CDC	Services	Travel/Training Expense		-	-	-	2,500	2,500	International Economic Development Council Annual Conference
89-825-6710	CDC	Services	Travel/Training Expense		-	-	-	750	750	Mileage Reimbursement for ED Manager
89-825-6710	CDC	Services	Travel/Training Expense		-	-	-	3,000	3,000	NAIOP (National Assn. of Industrial and Office Properties) Annual Meeting
89-825-6710	CDC	Services	Travel/Training Expense		-	-	-	2,000	2,000	Sales Tax Training for Type A and B Corp. - Joey, Taylor, Jim, Clark, and Board Chair
89-825-6710	CDC	Services	Travel/Training Expense		-	-	-	2,000	2,000	Texas City Managers Assn. Annual Meeting--Taylor
89-825-6710	CDC	Services	Travel/Training Expense		-	-	-	4,000	4,000	Texas Economic Development Council Annual Conference (2 People)
89-825-6722	CDC	Services	Insurance - Property & Liability	3,500	3,500	3,500	3,500		3,500	Insurance for the Business park Property - since there is no building on this property it does not need coverage
89-825-6731	CDC	Services	Public Notices - Advertising	37	250	250	250		250	publish notices,
89-825-6735	CDC	Services	Promotion Expense	28,501	146,596	146,596	93,000	92,000	163,000	Promotional Materials - Print Ads, other sponsorship opportunities, magazines, displays, billboards, etc. Cooksey Agreement, PR, Marketing
89-825-6753	CDC	Services	Legal Expense	7,240	14,000	14,000	14,000		14,000	Legal services
89-825-6755	CDC	Services	Audit Expense	3,389	6,000	6,000	6,000	1,500	7,500	CPA services - audit, 990, 1099s

Account	Org Name	Group	Description	FY2020 ACT	FY2021 REVISED	FY2021 RE-EST	FY2022 BASE	Dept Change	FY2022 Prop	COMMENTS / DETAILS
89-825-6756	CDC	Services	Engineering	-	1,500	1,500	1,500	(1,500)	-	Engineering - DELETE
89-825-6761	CDC	Services	Dues, Publications & Licenses	3,179	4,670	4,670	4,670	(4,170)	500	ICSC - 50 pp (8)
89-825-6761	CDC	Services	Dues, Publications & Licenses		-	-	-	1,800	1,800	TEDC - \$550 (2)
89-825-6761	CDC	Services	Dues, Publications & Licenses		-	-	-	450	450	NTCAR
89-825-6761	CDC	Services	Dues, Publications & Licenses		-	-	-	600	600	NAIOP
89-825-6761	CDC	Services	Dues, Publications & Licenses		-	-	-	1,300	1,300	IEDC (2)
89-825-6761	CDC	Services	Dues, Publications & Licenses		-	-	-	900	900	ICMA/TCMA
	CDC	Services	Dues, Publications & Licenses					175	175	Dallas Morning News
89-825-6761	CDC	Services	Dues, Publications & Licenses		-	-	-	350	350	DBJ
89-825-6783	CDC	Services	Telecom	-	700	700	700	-	700	Cell phone for Director
89-825-6789	CDC	Debt Service	Debt-Service Principal	215,000	225,000	225,000	160,000		160,000	2016 Debt service on business park
89-825-6789	CDC	Debt Service	Debt-Service Principal		-	-	-		-	Bond Debit Series B - Slayter Creek Park Phase II
89-825-6790	CDC	Debt Service	Interest Expense	110,901	104,251	104,251	167,463		167,463	2016 Debt service on business park
89-825-6790	CDC	Debt Service	Interest Expense		-	-	-		-	Bond Debit Series B - Slayter Creek Park Phase II
89-825-6799	CDC	Services	Other Services - Misc.	71,153	90,000	90,000	90,000	(90,000)	-	Cost Allocation to pay half of the personnel cost for the EDC Director
				960,219	1,381,736	1,384,736	1,566,933		1,797,738	

ANNA COMMUNITY DEVELOPMENT CORPORATION

RESOLUTION NO. 2021.07.26

**A RESOLUTION OF THE ANNA COMMUNITY DEVELOPMENT CORPORATION
ADOPTING THE FY 2021-2022 FISCAL YEAR BUDGET AND AUTHORIZING
PUBLICATION OF NOTICE OF PROJECTS**

WHEREAS, to be effective October 1, 2021, the Anna Community Development Corporation (the "CDC") and subject to approval of the City of Anna City Council, the Board of directors of the CDC desires to approve and adopt the CDC budget for the 2021-2022 fiscal year;

WHEREAS, the Board of Directors (the "Board of Directors") of the Anna Community Development Corporation (the "Corporation"), created by the City of Anna, Texas (the "City"), in accordance with Article 5190.6, V.A.T.C.S., Section 4B, and now operating under Texas Local Government Code, Chapter 505 (the "Act") has determined that it is advisable and in the best interests of the Corporation to give notice of the intention of the Corporation to undertake the following projects:

Land and building improvements, equipment purchases, park facilities and improvements, capital expenditures, targeted infrastructure, site improvements, promotional expenditures, engineering and/or legal services, administrative personnel services, and other purposes permitted by law, in order to provide improved community development and/or to promote new or expanded business enterprises for the benefit of the public. The costs of the Projects are estimated not to exceed \$1,797,738 including but not limited to the specific projects or general types of projects set forth in the Anna Community Development Corporation's 2021-2022 fiscal year budget.

The Projects will be financed and/or paid from the proceeds of sales tax revenue and other resources of the Corporation.

WHEREAS, such projects are authorized under the Act and found by the Board of Directors to promote new or expanded business development pursuant to Section 505.158, Texas Local Government Code; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

Section 1. **Recitals Incorporated**

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

Section 2. **Adoption of Fiscal Year 2021-2022 Budget**

The CDC Board of Directors hereby approves adopting the Anna Community Development Corporation 2021-2022 fiscal year budget as set forth in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth in full, subject to approval by the City of Anna City Council.

PASSED AND APPROVED by the Anna Community Development Corporation this 26 day of July 2021.

APPROVED:



Anthony D Richardson (Aug 16, 2021 11:15 CDT)

Anthony Richardson, CDC President

ATTEST:



Rocio Gonzalez, CDC Secretary

CDC Budget Resolution FY22

Final Audit Report

2021-08-16

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"CDC Budget Resolution FY22" History

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Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution approving the Fiscal Year 2021-2022 Anna Economic Development Corporation Annual Budget. (Director of Economic Development Joey Grisham)

SUMMARY:

Staff proposed a \$85,800 Annual EDC Budget for FY 2022, and it was approved by the EDC Board on July 26, 2021. Most of the EDC funds are used for maintenance and operation of the Inc-Cube Building.

FINANCIAL IMPACT:

\$85,800 EDC FY22 Budget

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. Council FY 22 EDC Budget Resolution
2. FY22 EDC Base Budget
3. EDC Budget Resolution FY22 - signed

APPROVALS:

Joey Grisham, Economic Development Director
Jim Proce, City Manager

Created/Initiated - 8/19/2021
Final Approval - 8/20/2021

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

A RESOLUTION OF THE CITY OF ANNA, TEXAS RATIFYING AND APPROVING THE FISCAL YEAR 2021-2022 BUDGET FOR THE ANNA ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Anna, Texas is a home-rule municipality located in Collin County, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas, and

WHEREAS, the Anna Economic Development Corporation, hereinafter the "AEDC" is a Type A development corporation operating pursuant to the Development Corporation Act of 1979 now codified as Chapter 504 of the Texas Local Government Code; and

WHEREAS, the AEDC Board of Directors approved the Fiscal Year 2021-2022 Budget at a special-called meeting on July 26, 2021; and

WHEREAS, the City of Anna desires to approve and ratify such said AEDC Budget.

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

Section 1. Recitals Incorporated

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

Section 2. Adoption of Fiscal Year 2021-2022 Budget

The City Council of the City of Anna, Texas hereby approves the Anna Economic Development Corporation 2021-2022 Fiscal Year Budget as set forth in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth in full.

PASSED AND APPROVED by the City Council of the City of Anna, Texas this 24th day of August, 2021.

APPROVED:

Nate Pike, Mayor

ATTEST:

Carrie L. Land, City Secretary

Account	Org Name	Group	Description	FY2020 ACT	FY2021 REVISED	FY2021 RE-EST	FY2022 BASE	Dept Change	FY2022 Prop	COMMENTS / DETAILS
90-826-6209	EDC	Supplies	Other Supplies - Misc.	1,329	-		-		-	
90-826-6303	EDC	Maintenance	Maint. & Repair - Buildings	33	3,000	3,000	3,000		3,000	Misc building Maintenance and Repairs - 312 N Powell
90-826-6703	EDC	Services	Contract Services	129,691	75,800	75,800	2,800	(1,900)	900	Janitorial
90-826-6703	EDC	Services	Contract Services		-	-	2,700		2,700	Mowing and Landscaping - 312 North Powell Pkwy
90-826-6703	EDC	Services	Contract Services		-	-	3,000	(1,500)	1,500	New contract for Ricoh Printer at Inc-Cube
90-826-6703	EDC	Services	Contract Services		-	-	600		600	Pest Control
90-826-6703	EDC	Services	Contract Services		-	-	60,000	(5,000)	55,000	Professional Services (target industry analysis, bus. park, Architect, entry feature design)
90-826-6703	EDC	Services	Contract Services		-	-	6,700	(3,200)	3,500	Security Services
90-826-6708	EDC	Services	IT Support Services	254	750	750	750	(750)	-	Change per email JG 7/28/19 for Isogent Services
90-826-6722	EDC	Services	Insurance - Property & Liability	1,050	1,050	1,050	1,050		1,050	Texas Municipal League Intergovernmental Risk Pool Property and Liability Coverage
90-826-6735	EDC	Services	Promotion Expense	-	30,000	30,000	-		-	
90-826-6753	EDC	Services	Legal Expense	4,386	7,500	7,500	7,500	(1,500)	6,000	legal fees
90-826-6755	EDC	Services	Audit Expense	3,389	5,000	5,000	5,000		5,000	CPA Services - Audit, 1099 form 990
90-826-6780	EDC	Services	Electricity	3,567	3,500	3,500	3,500		3,500	Based on three year history
90-826-6781	EDC	Services	Gas - Natural/Propane	754	1,050	1,050	1,050		1,050	Based on three year history
90-826-6782	EDC	Services	City Utilities Water/Sewer/Trash	817	-	-	-		-	
90-826-6783	EDC	Services	Telecom	1,708	2,000	2,000	2,000		2,000	
				146,978	129,650	129,650	99,650		85,800	

ANNA ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2021.07.26

**A RESOLUTION OF THE ANNA ECONOMIC DEVELOPMENT CORPORATION
ADOPTING THE FY 2021-2022 FISCAL YEAR BUDGET**

WHEREAS, to be effective October 1, 2021, the Anna Economic Development Corporation (the “EDC”) and subject to approval of the City of Anna City Council, the Board of Directors of the EDC desires to approve and adopt the EDC budget for the 2021-2022 fiscal year;

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

Section 1. Recitals Incorporated

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

Section 2. Adoption of Fiscal Year 2021-2022 Budget

The EDC Board of Directors hereby approves adopting the Anna Economic Development Corporation 2021-2022 fiscal year budget as set forth in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth in full, subject to approval by the City of Anna City Council.

PASSED AND APPROVED by the Anna Economic Development Corporation this 26th day of July, 2021.

APPROVED:



Anthony D Richardson (Aug 16, 2021 11:14 CDT)

Anthony Richardson, EDC President

ATTEST:



Rocio Gonzalez, EDC Secretary

EDC Budget Resolution FY22

Final Audit Report

2021-08-16

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Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Acting as the Anna Housing Finance Corporation Board of Directors,
Consider/Discuss/Action approving a Municipal Advisory Agreement with Hilltop Securities, Inc. (Director of Economic Development Joey Grisham)

SUMMARY:

Similar to other Housing Finance Corporations, staff recommends approving an Agreement with Hilltop Securities for professional and financial advisory services related to the Anna HFC. As you know, Hilltop Securities currently serves as the city's financial advisor and has extensive experience in all matters relating to municipal finance, bonds, housing finance corporations, etc.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Approve the agreement.

ATTACHMENTS:

1. 2021.0809_Ann HFC_HTS Housing Municipal Advisory Agreement

APPROVALS:

Taylor Lough, Economic Development Administrator
Jim Proce, City Manager

Created/Initiated - 8/19/2021
Final Approval - 8/20/2021

MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the “Agreement”) is made and entered into by and between **Anna Housing Finance Corporation** (the “Issuer”) and Hilltop Securities Inc. (“HilltopSecurities”), and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the “Effective Date”).

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of municipal securities, including but not limited to the issuance and sale of evidences of indebtedness or debt obligations that may currently or in the future be authorized and issued or otherwise created or assumed by the Issuer, in amounts and forms which cannot presently be determined; and

WHEREAS, in connection with the authorization, sale, issuance and delivery of such municipal securities, as well as in connection with any matters relating to municipal financial products of the Issuer, the Issuer desires to retain a municipal advisor; and

WHEREAS, the Issuer desires to obtain the professional services of HilltopSecurities as a municipal advisor to advise the Issuer regarding the issuance of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as a municipal advisor in connection with the Issuer’s issuances of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

A. Scope of Services and Discharge of Responsibilities.

1. *Scope of Services.*

(a) HilltopSecurities is engaged by the Issuer as its municipal advisor to provide the services set forth in **Appendix A** hereto (the “Municipal Advisory Services”). The Municipal Advisory Services, together with any services to be provided by HilltopSecurities as the Issuer’s independent registered municipal advisor (“IRMA”) pursuant to subparagraph B.1 of this Section I, are hereinafter collectively referred to as the “Scope of Services” hereunder. The Scope of Services to be provided by HilltopSecurities may be changed only as provided in paragraph D of this Section I.

(b) If the Issuer engages HilltopSecurities or any of its affiliates, in a capacity other than as municipal advisor, to provide additional services that are not municipal advisory activities (“Non-Municipal Advisor Services”), such engagement for Non-Municipal Advisor Services shall be evidenced by a separate agreement between the Issuer and such party. The parties hereto acknowledge that such Non-Municipal Advisor Services shall not be governed by this Agreement and are intended to consist of activities not requiring registration as a municipal advisor under the Securities Exchange Act.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether in regard to all or any portion of the Municipal Advisory Services or for

any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, as described in clause (c) of subparagraph B.1 of this Section I.

2. ***Inquiries and Information in Connection with HilltopSecurities' Duties.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make recommendations to the Issuer or to review recommendations made by others to the Issuer, and in connection therewith to determine whether such recommendations are suitable for the Issuer, in order to fulfill its duties with respect to such recommendations and any associated suitability determinations, HilltopSecurities is required under applicable regulations to make reasonable inquiries of the Issuer as to the relevant facts. Such facts include, at a minimum, information regarding the Issuer's financial situation and needs, objectives, tax status, risk tolerance, liquidity needs, experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended, financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction are reasonably expected to be outstanding, and any other material information known by HilltopSecurities about the Issuer and the municipal securities transaction or municipal financial product. In addition, HilltopSecurities is required under applicable regulations to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on behalf of the Issuer so as to effectively service HilltopSecurities' municipal advisory relationship with the Issuer, to act in accordance with any special directions from the Issuer, to understand the authority of each person acting on behalf of the Issuer, and to comply with applicable laws, regulations and rules.

Accordingly, the Issuer hereby agrees to provide accurate and complete information reasonably designed to permit HilltopSecurities to fulfill its responsibilities in connection with any such recommendations and suitability determinations and to provide to HilltopSecurities reasonable access to relevant documents and personnel in connection with its required investigation to determine that any recommendations are not based on materially inaccurate or incomplete information. The Issuer acknowledges that HilltopSecurities may not be able to make requested recommendations or suitability determinations if it is not provided access to such information and that the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer in connection with a recommendation or suitability determination made by HilltopSecurities based on materially inaccurate or incomplete information provided by the Issuer.

3. ***Actions Independent of or Contrary to Advice.*** The parties hereto acknowledge that the Issuer shall not be required to act in accordance with any advice or recommendation provided by HilltopSecurities to the Issuer. Upon providing such advice or recommendation to the Issuer, together with the basis for such advice or recommendation, HilltopSecurities shall have discharged its duties with regard to such advice or recommendation and shall not be liable for any financial or other damages resulting from the Issuer's election not to act in accordance with such advice or recommendation. Furthermore, the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer as a result of its election not to act in accordance with any advice or recommendation by HilltopSecurities, including but not limited to any claim that HilltopSecurities should have taken steps, in addition to providing its advice or recommendation together with the basis therefor, to cause the Issuer to follow its advice or recommendation.

4. ***Preparation of Official Statement in Connection with Issuance of Municipal Securities.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to assist the Issuer in the preparation of its official statement in connection with the issuance of municipal securities, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities reasonably designed to permit HilltopSecurities to fulfill its responsibility to have a reasonable basis for any information

HilltopSecurities provides about the Issuer, its financial condition, its operational status and its municipal securities in connection with the preparation of the official statement. While HilltopSecurities may participate in the due diligence process in connection with the preparation of the official statement, if such participation is within the Scope of Services, HilltopSecurities shall not be obligated to undertake any inquiry or investigation in connection with such due diligence beyond any inquiries or investigations otherwise required by this Agreement. Furthermore, HilltopSecurities shall not be responsible for certifying the accuracy or completeness of the official statement, other than with respect to information about HilltopSecurities provided for inclusion in the official statement, if applicable. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

5. ***Representations and Certifications.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make representations and certifications with regard to certain aspects of matters pertaining to the Issuer, its municipal securities or municipal financial products arising as part of the Municipal Advisory Services to be provided pursuant to this Agreement, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities as may be reasonably necessary or otherwise helpful to HilltopSecurities in fulfilling its responsibility to have a reasonable basis for any representations, other than representations by HilltopSecurities regarding itself, made in a certificate signed by HilltopSecurities that may be relied upon by the Issuer, any other party involved in any matter arising as part of the Municipal Advisory Services, or investors in the Issuer's municipal securities. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

B. Services as Independent Registered Municipal Advisor.

1. ***Designation as IRMA and Scope of Designation.***

(a) Subject to clause (b) of this subparagraph B.1, if the Issuer elects to designate HilltopSecurities, and HilltopSecurities agrees to represent the Issuer, as the Issuer's IRMA for purposes of Securities Exchange Commission ("SEC") Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the Municipal Advisory Services, HilltopSecurities will treat such role as IRMA as within the scope of Municipal Advisory Services. Any reference to HilltopSecurities, its personnel and its role as IRMA in the written representation of the Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by HilltopSecurities.

If there are any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services with respect to which the Issuer seeks to have HilltopSecurities serve as its IRMA, such aspects, which are separate and distinct from Municipal Advisory Services for purposes of this Agreement, shall be included in Appendix A hereto and may be changed only as provided in paragraph D of this Section I. HilltopSecurities' duties as IRMA shall be strictly limited to the provision of advice to the Issuer with regard to third-party recommendations on any aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, subject to subparagraph B.3 of this Section I, and the provision of advice by HilltopSecurities to the Issuer with respect to such matters shall not result in a change in scope of the Municipal Advisory Services. By way of example, if HilltopSecurities serves as municipal advisor for an issuance of municipal securities within the scope of Municipal Advisory Services, but is asked to review a recommendation made by a third party with respect to a different issuance of municipal securities not within the scope of Municipal Advisory Services, any advice with respect to such review would not, by itself, cause such other issuance to come within the scope of Municipal Advisory Services, and HilltopSecurities

would not be obligated to undertake any of the services set forth in Appendix A with regard to such issuance unless the scope of Municipal Advisory Services hereunder is amended to include such issuance.

(b) If the Issuer elects not to designate HilltopSecurities to serve as an IRMA for purposes of the IRMA exemption with respect to the Municipal Advisory Services, or if the Issuer elects to designate HilltopSecurities to serve as IRMA for less than the full range of Municipal Advisory Services, such election shall be set forth in Appendix A.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether such other municipal advisor has been designated as an IRMA, and such notice shall include the scope of services of such municipal advisor. If the Issuer has engaged, or has caused HilltopSecurities to engage through subcontract, any other party to serve as municipal advisor to the Issuer with regard to all or any portion of the Municipal Advisory Services (“Joint Municipal Advisory Services”), whether engaged jointly with or separately from HilltopSecurities (a “Co-Municipal Advisor”), the Issuer agrees that such Co-Municipal Advisor shall not be entitled to treat HilltopSecurities as an IRMA with respect to the Joint Municipal Advisory Services. Notwithstanding the preceding sentence, the Issuer may seek to have HilltopSecurities provide advice on any recommendation made by a Co-Municipal Advisor with regard to matters within the scope of Joint Municipal Advisory Services on the same terms as set forth in subparagraph B.3 of this Section I, provided that any such advice provided by HilltopSecurities shall not serve to eliminate or reduce such Co-Municipal Advisor’s fiduciary or other duties as municipal advisor to the Issuer.

2. ***HilltopSecurities Not Responsible for Independence from Third Parties.*** Notwithstanding HilltopSecurities’ status as an IRMA, HilltopSecurities shall not be responsible for ensuring that it is independent, within the meaning of the IRMA exemption as interpreted by the SEC, from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption or for otherwise ensuring that any such party not be treated as a municipal advisor for purposes of Section 15B of the Securities Exchange Act or any SEC or Municipal Securities Rulemaking Board (“MSRB”) rule thereunder. The Issuer expressly acknowledges that it is the responsibility of such other party to make its own determination of independence and that such other party shall not be entitled to cause HilltopSecurities to make any personnel changes to allow such party to qualify for the IRMA exemption.

3. ***Recommendations Provided by Third Parties Relying on IRMA Exemption.*** The Issuer agrees that, to the extent the Issuer seeks to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, the Issuer shall provide to HilltopSecurities written direction to provide advice with regard to such third party recommendation as well as any information it has received from such third party. In connection therewith, HilltopSecurities shall be authorized to communicate with such third party as necessary or appropriate in order for HilltopSecurities to have the information it needs to provide informed advice to the Issuer with regard to such recommendation. HilltopSecurities shall provide to the Issuer recommendations it receives directly from any third party but shall not be required to provide advice to the Issuer with regard to any such recommendation unless the Issuer has provided to HilltopSecurities the written direction as described above in this subparagraph B.3.

Except as may be otherwise expressly provided in writing by HilltopSecurities, no recommendation by a third-party (including but not limited to a Co-Municipal Advisor) shall be deemed to be a recommendation by HilltopSecurities, and the failure by HilltopSecurities to specifically address any aspect of a third-party recommendation shall not be viewed as HilltopSecurities having implicitly accepted or

approved such aspect of the recommendation or otherwise having adopted the recommendation or any aspect thereof as its own recommendation. Furthermore, the Issuer agrees that, to the extent the Issuer does not seek to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, HilltopSecurities shall not be required to provide any advice with regard to such recommendation notwithstanding any information it may have received from such third party. HilltopSecurities may rely on the absence of the Issuer's written direction to provide advice with regard to a third party recommendation as indicative that the Issuer does not seek to have HilltopSecurities provide such advice.

C. Limitations on Scope of Engagement.

1. ***Express Limitations.*** The Scope of Services with respect to HilltopSecurities' engagement as municipal advisor shall be solely as provided in paragraphs A and B of this Section I and Appendix A of this Agreement, subject to the express limitations set forth in this paragraph C. The failure of the parties hereto to set out any particular service or responsibility, or any particular type or aspect of the issuance of municipal securities or municipal financial products, within the express limitations in this paragraph C shall not, by its omission, cause such service, responsibility or product to be within the scope of this engagement if not contemplated by the mutual agreement of the parties hereto or if not reasonably viewed as encompassed by the description of the Municipal Advisory Services set forth in this Agreement.

2. ***Limitation as to Matters Within Then-Current Scope of Engagement.*** It is expressly understood that HilltopSecurities serves as municipal advisor to the Issuer only with respect to the matters, and with respect to specific aspects of matters, within the then-current Scope of Services. The Issuer acknowledges that HilltopSecurities is not a municipal advisor to the Issuer with respect to matters expressly excluded from such Scope of Services as set forth in this paragraph C or matters otherwise not within the Scope of Services as set forth in paragraphs A and B of this Section I and Appendix A hereto. Without limiting the generality of the preceding sentence, the parties hereto agree that HilltopSecurities' service as municipal advisor for one issuance of municipal securities would not result in HilltopSecurities being a municipal advisor to the Issuer for any other issuances of municipal securities if such other issuances are not within the Scope of Services. It is expressly understood that HilltopSecurities shall be municipal advisor with respect to a particular issuance of municipal securities or a particular municipal financial product beginning on the earlier of (a) the date on which HilltopSecurities is assigned to serve or is otherwise put on notice by the Issuer that it will serve as municipal advisor for such particular matter or (b) the date on which HilltopSecurities first provides advice to the Issuer with respect to such particular matter, and it is further understood that HilltopSecurities shall not be deemed to be a municipal advisor to the Issuer with respect to any such particular matter prior to such date merely due to the fact that the matter falls within the general description of the Scope of Services.

3. ***Transactions and Services Outside Scope of Engagement.*** To the extent that the Issuer engages in any transaction with HilltopSecurities, or any affiliate of HilltopSecurities, as principal relating to municipal securities (including but not limited to as underwriter for the issuance of municipal securities) or municipal financial products that are not within the Scope of Services and with respect to which HilltopSecurities does not in fact provide advice other than as permitted within the exceptions and exclusions of SEC Rule 15Ba1-1, the Issuer agrees that it would not view HilltopSecurities as serving as its municipal advisor with respect to such transaction or any related issuance of municipal securities or municipal financial product. In addition, as noted in clause (b) of subparagraph A.1 of this Section I, the Issuer understands that Non-Municipal Advisor Services are outside the scope of this engagement.

4. ***Issuer Consent to Limitation in Scope.*** The Issuer expressly consents to the limitations in scope of the engagement as described in this paragraph C.

D. Change in Scope of Services. The scope of services to be provided by HilltopSecurities, whether within or outside of the scope of the Municipal Advisory Services, may be changed only by written amendment to Appendix A, and the parties hereto agree to amend such appendix promptly to reflect any material changes or additions to the scope of such services, as applicable. Furthermore, the parties hereto agree to amend paragraph C of this Section I to reflect any material changes or additions to the limitations on the overall Scope of Services.

The parties hereto agree that if, on an infrequent or inadvertent basis, HilltopSecurities takes any actions for or on behalf of the Issuer that constitute municipal advisory activities within the meaning of MSRB Rule G-42(f)(iv) but which are not within the Scope of Services under this Agreement, such actions shall not, by themselves, serve to change the Scope of Services under this Agreement without a written amendment as provided in this paragraph. Furthermore, to the extent that any such activities not within the Scope of Services under this Agreement consists of inadvertent advice provided with respect to the issuance of municipal securities or municipal financial products that are not within the Scope of Services under this Agreement, HilltopSecurities may take such action, if any, as it deems appropriate pursuant to Supplementary Material .07 of MSRB Rule G-42 with respect to such inadvertent advice, to maintain the Scope of Services under this Agreement consistent with the intent of the parties hereto.

Amendments to Appendix A may be effected by replacement of the prior version of the appendix with a new version or by the addition of an addendum to such appendix, provided that any such amended appendix shall be dated as of its effective date and shall cause Appendix A, taken together with the provisions of this Section I, to clearly set forth the then-current scope of HilltopSecurities' engagement hereunder and any limitations to such scope.

E. Non-Municipal Advisory Activities Related to Scope of Services. The Scope of Services under this Agreement is intended to encompass activities subject to the provisions of Securities Exchange Act Section 15B and the rules of the SEC and MSRB thereunder relating to municipal advisory activities. However, the Issuer and HilltopSecurities acknowledge that in some cases the range of activities necessary or appropriate to provide the intended services hereunder in a fair, effective and efficient manner for the benefit of the Issuer may involve a combination of actions that consist of municipal advisory activities and actions that may not qualify as municipal advisory activities. Unless otherwise prohibited by Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder, the fact that HilltopSecurities serves as municipal advisor to the Issuer in connection with a particular matter shall not prohibit HilltopSecurities from undertaking such necessary or appropriate non-municipal advisory activities in connection therewith, and the fact that HilltopSecurities undertakes such non-municipal advisory activities within the Scope of Services under this Agreement would not, by itself, cause such activities to become municipal advisory activities for purposes Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder.

SECTION II TERM AND TERMINATION

A. Term of this Engagement. The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant to paragraph B of this Section II, on the last day of the month in which the fifth anniversary date of the Effective Date shall occur (the "Original Termination Date"). Unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of

the Original Termination Date that this Agreement will not be renewed, this Agreement will be automatically renewed on the Original Termination Date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date of the Original Termination Date for successive one (1) year periods unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of such successive anniversary date.

B. Termination of this Engagement. This Agreement may be terminated with or without cause by the Issuer or HilltopSecurities upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due HilltopSecurities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION III COMPENSATION, EXPENSES, LIABILITY AND OTHER FINANCIAL MATTERS

A. Compensation. The fees due to HilltopSecurities for the Municipal Advisory Services and any other services set forth in Appendix A hereto shall be as provided in Appendix B hereto. The Issuer has agreed to the compensation arrangements set forth in Appendix B and believes that they are reasonable and not excessive. If at any time the Issuer becomes concerned that, notwithstanding its initial belief that the compensation arrangements set forth in this Agreement are reasonable, the actual amount of compensation to be paid in accordance with such arrangements for any particular matter during the course of this engagement may potentially become excessive, the Issuer shall immediately notify HilltopSecurities in writing of its concern in that regard.

B. Expenses. HilltopSecurities shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix B.

C. Third-Party Payments. The Issuer agrees that any request it makes to HilltopSecurities to make payments to any third party on its behalf (other than with any underwriter), whether pursuant to a fee-splitting arrangement or otherwise, shall be in writing and shall set forth the name of the recipient, the amount of payment, and a brief statement of the purpose of such payment. The Issuer agrees that the counter signature by HilltopSecurities of any such written request shall be satisfactory disclosure of such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(e)(i)(D) and shall, in the case of any such arrangements made after the Effective Date, serve as satisfactory written disclosure of any conflict of interest arising from such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(b)(i)(D) and (c)(ii).

D. No Custody of Issuer Funds. This engagement does not contemplate that HilltopSecurities receive deposit of or maintain custody of the Issuer's funds unless otherwise provided in Appendix A hereto.

SECTION IV REQUIRED DISCLOSURES

- A. **Disclosure of Conflicts of Interest and Information Regarding Legal or Disciplinary Events.** The Issuer hereby acknowledges receipt of, and has read and understands the content of, the Municipal Advisor Disclosure Statement, attached hereto as **Appendix C**, current as of the date of this Agreement, setting forth disclosures by HilltopSecurities of material conflicts of interest (the “Conflict Disclosures”), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the SEC.
- B. **Waiver of Disclosed Conflicts of Interest.** By executing this Agreement, the Issuer hereby waives any conflicts of interest disclosed by HilltopSecurities in the Conflict Disclosures as of the date of this Agreement.
- C. **Consent to Electronic Delivery of Disclosures.** By executing this Agreement, the Issuer consents, for the full term of this Agreement, to the electronic delivery of the Conflict Disclosures at no cost to the Issuer, in lieu of delivery of hard copy. The Conflict Disclosures may be delivered by email to the Issuer at **jgrisham@annatexas.gov**, or at such other email address as the Issuer may hereafter provide in writing to HilltopSecurities.

SECTION V MISCELLANEOUS

- A. **Choice of Law and Venue.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas, and venue for and exclusive jurisdiction of any litigation related to or arising out of this Agreement shall be in the district courts of Collin County, Texas.
- B. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- C. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto, subject to the provisions of paragraph D of Section I hereof.

Signature page follows

HILLTOP SECURITIES INC.

ANNA HOUSING FINANCE CORPORATION

By: _____
Mr. Timothy Earl Nelson
Managing Director

By: _____
Mr. Nate Pike
President

Date: _____

APPENDIX A MUNICIPAL ADVISORY SERVICES

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by HilltopSecurities pursuant to the Agreement, subject to the limitations in scope set out in paragraph C of Section I of the Agreement, and with the understanding that:

(a) Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as HilltopSecurities determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.

(b) For purposes of this Agreement, an issuance of municipal securities (an “issuance”) shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.

I. New Issuances of Municipal Securities. At the direction of or upon the request of the Issuer, HilltopSecurities shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by HilltopSecurities may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

Planning for New Issuance

1. ***Survey and Analysis.*** Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.

2. ***Future Financings.*** In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.

3. ***Recommendations.*** Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.

4. ***Market Information.*** Advising the Issuer of HilltopSecurities' view of current bond market conditions, other related forthcoming bond issues and general information (including

applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.

5. ***Elections.*** In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

Debt Management and Financial Implementation for New Issuance

6. ***Method of Sale.*** Evaluating the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

- a. If the issuance is to be sold by a competitive sale:
 - (1) Supervising the sale of the municipal securities;
 - (2) Disseminating information to prospective bidders, organizing such informational meetings as may be necessary, and facilitating prospective bidders' efforts in making timely submission of proper bids;
 - (3) Assisting the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids;
 - (4) Advising the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and
 - (5) Obtaining CUSIP numbers on behalf of the Issuer.
- b. If the issuance is to be sold by negotiated sale:
 - (1) Recommending for the Issuer's final approval and acceptance one or more investment banking firms, as sole underwriter or as managers of an underwriting syndicate, for the purpose of negotiating the purchase of the municipal securities;
 - (2) Cooperating with and assisting any selected sole or managing underwriter and its counsel, as well as any disclosure counsel retained by the Issuer, in connection with the preparation of any preliminary or final official statement or offering memorandum. HilltopSecurities will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters' agreement and other related documents;
 - (3) Assisting the staff of the Issuer in the safekeeping of any good faith checks and providing a cost comparison to the then-current market of expenses, interest rates and prices which are proposed by the underwriters;
 - (4) Advising the Issuer on the fairness of the price offered by the underwriters;

(5) Advising the Issuer in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;

(6) If the new issuance will have a retail order period, advising the Issuer on retail eligibility criteria and other features of the retail order period and reviewing information provided by the underwriters to the Issuer in connection with retail orders received; and

(7) At the request of the Issuer, reviewing required disclosures by underwriters to the Issuer relating to their role as underwriter, conflicts of interests, material terms and risks of the issuance, and any other matters, and providing any appropriate advice to the Issuer in connection with such disclosures.

7. ***Offering Documents for Competitive Offerings.*** Coordinating the preparation of the notice of sale and bidding instructions, preliminary official statement (including cooperating with and assisting any disclosure counsel retained by the Issuer), official bid form and such other documents as may be required and submitting all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, HilltopSecurities shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute sets of the same to prospective bidders for the municipal securities. HilltopSecurities also shall provide copies of the final official statement to the winning bidder purchasing the municipal securities in the MSRB-designated electronic format and in accordance with the notice of sale and bidding instructions promptly after the Issuer approves the final official statement for distribution.

8. ***Credit Ratings.*** Making recommendations to the Issuer on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the Issuer, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer.

9. ***Trustee, Paying Agent, Registrar, Professionals and Other Transaction Participants.*** Upon request, providing advice to the Issuer in the selection of a trustee and/or paying agent/registrar, legal, accounting or other professionals, and other transaction participants relating to any issuance, and assisting in the negotiation of agreements pertinent to these services and the fees incident thereto.

10. ***Financial Publications.*** When appropriate, advising financial publications of the forthcoming sale of the municipal securities and providing them with all pertinent information.

11. ***Consultants.*** After consulting with and receiving directions from the Issuer, arranging for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the issuance.

12. ***Auditors.*** In the event formal verification by an independent auditor of any calculations incident to the issuance is required, making arrangements for such services.

13. **Issuer Meetings.** Attending meetings of the governing body of the Issuer, its staff, representatives or committees as requested when HilltopSecurities may be of assistance or service and matters within the scope of this engagement are to be discussed.
14. **Printing.** To the extent authorized by the Issuer, coordinating all work incident to printing or final production, physical or electronic, of the offering documents.
15. **Bond Counsel.** Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.
16. **Changes in Laws.** Providing to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which HilltopSecurities becomes aware in the ordinary course of its business, it being understood that HilltopSecurities does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
17. **Delivery of the Municipal Securities.** As soon as a bid for the purchase of a competitive issuance is accepted by the Issuer or the bond purchase contract for a negotiated issuance is signed by the Issuer, coordinating the efforts of all concerned to the end that the municipal securities may be delivered and paid for as expeditiously as possible and assisting the Issuer in the preparation or verification of final closing figures incident to the delivery of the municipal securities.
18. **Debt Service Schedule; Authorizing Resolution.** After the closing of the sale and delivery of the issuance, delivering to the Issuer a schedule of annual debt service requirements for the issuance and, in coordination with bond counsel, assuring that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.
19. **Continuing Disclosure.** Providing advice to the Issuer with regard to its continuing disclosure undertakings for its new issuances and its selection of a dissemination agent under its continuing disclosure undertakings; provided that, upon the mutual agreement of the Issuer and HilltopSecurities, HilltopSecurities may serve as dissemination agent under one or more of the Issuer's continuing disclosure undertakings upon such terms as the parties shall agree, with such service as dissemination agent being expressly excluded from the scope of this Agreement.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. HilltopSecurities shall provide baseline on-going advice to the Issuer on any outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. **Exercising Calls.** Providing advice and assistance to the Issuer with regard to exercising any calls of outstanding municipal securities unrelated to a refunding of such securities.
2. **Refundings and Tender Offers.** Providing advice to the Issuer with regard to opportunities for refundings of outstanding issuances or to make tender offers for outstanding issuances, whether by means of a new issuance, bank loans, or other funds of the Issuer, but not including serving as advisor in connection with the specific transaction through which such refunding or tender offer is effected. Transaction-based advice in connection with a specific new issuance of bonds to effectuate any such refunding or tender offer would be provided within the scope of Municipal Advisory Services for new issuances described in Section I above. Transaction-based advice in

connection with a specific bank loan or other transaction to effectuate any such refunding or tender offer, other than by means of a new issuance of bonds would be provided pursuant to a separate agreement as described in Section IV below.

3. ***Continuing Disclosure.*** Providing advice to the Issuer with regard to continuing disclosure undertakings for outstanding issuances; processes, policies and procedures to comply with continuing disclosure undertakings; and coordination of continuing disclosure obligations arising from different continuing disclosure undertakings for its various issuances. However, the preparation of continuing disclosure documents, other than in the capacity of dissemination agent under a continuing disclosure undertaking, would be provided within the scope of other services described in Section V. below.

III. Particularized Services on Outstanding Issuances of Municipal Securities. HilltopSecurities may provide to the Issuer certain additional advisory or related services in connection with particular outstanding issuances or matters affecting multiple outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Other Post-Sale Services.*** Reviewing the transaction features and documentation of outstanding issuances with legal counsel for the Issuer, bond counsel, auditors and other experts and consultants retained by the Issuer and assisting in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters, or other services related to one or more outstanding issuances as may be agreed to by the Issuer and HilltopSecurities.

2. ***Brokerage of Municipal Escrow Investments.*** At the request of the Issuer, brokering the purchase of municipal escrow investments in connection with a refunding of an outstanding issuance, together with any recommendations by HilltopSecurities (but not by Hilltop Securities Asset Management, LLC as an investment adviser) with respect to such brokerage.

IV. Services as Independent Registered Municipal Advisor (“IRMA”). At the written request of the Issuer, HilltopSecurities shall, as the Issuer’s IRMA, review and provide advice to the Issuer in connection with any recommendations, proposals, ideas or matters suggested or otherwise communicated by a third party to the Issuer with respect to the same aspects of the issuance of municipal securities or municipal financial products that are within the scope of Municipal Advisory Services. There are no aspects of the issuance of municipal securities or municipal financial products that are outside the scope of Municipal Advisory Services set forth in this Appendix.

V. Other Services Relating to Municipal Securities. HilltopSecurities agrees to make available to the Issuer other services, including but not limited to: non-profit general partner advisory services, arbitrage rebate services, continuing disclosure services, investment bidding services, and mortgage loan compliance review services, relating to municipal securities, when so requested by the Issuer and subject to the agreement by Issuer and HilltopSecurities regarding the specific requirements with respect to such services, and any additional compensation. Such additional services shall be provided under a separate contract or as part of the scope of Municipal Advisory Services and included in this Appendix as an amendment or addendum.

* * * * *

As provided in paragraph D of Section I of the Agreement, amendments to this Appendix A may be effected by replacement of this Appendix A with a new version hereof or by the addition of an addendum to this Appendix A, and this Appendix A, as it may have been amended, shall be dated and effective as of the most recent of the date set forth in any such amendment or the date set forth in any addendum to this Appendix A.

APPENDIX B FORM AND BASIS OF COMPENSATION

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services as provided in paragraph D of Section I of the Agreement.

I. New Issuances of Municipal Securities. The fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of municipal securities will not exceed those contained in our fee schedule as listed below:

- **For Multifamily - \$2.00 per \$1,000 of bonds issued plus \$20,000 fixed fee plus the application review fee set-forth in the multifamily application plus expenses**
- **For Single Family - \$2.00 per \$1,000 of bonds issued plus \$20,000 fixed fee plus expenses**

The payment of charges as set forth in this Section I for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. There shall be no additional fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section II of Appendix A hereto, with the understanding that such services are integral to HilltopSecurities' engagement as municipal advisor to the Issuer and HilltopSecurities shall be compensated for such services through and as part of the fees paid for the other services provided by HilltopSecurities hereunder.

III. Particularized Services on Outstanding Issuances of Municipal Securities. In connection with Other Post-Sale Services described in Section III of Appendix A hereto, HilltopSecurities shall charge a fee based on an hourly rate for services rendered in accordance with the following schedule:

**Managing Director and above: \$500/hr
Director: \$400/hr
Vice President: \$300/hr
All Others: \$150/hr**

In connection with the brokerage of municipal escrow investments described in Section III of Appendix A hereto, HilltopSecurities shall charge a commission that is normal and customary for investments of that type under then-current market conditions and shall disclose such commission to the Issuer so that the Issuer may consider the information in making its investment decision.

IV. Third-Party Recommendations, Proposals, Ideas or Other Matters as IRMA. In connection with its review of and advice on third-party recommendations to Issuers as an IRMA as described in Section IV of Appendix A hereto, HilltopSecurities shall charge a fee based on an hourly rate for services rendered in accordance with the schedule included above in Section III of this Appendix.

V. Other Services Relating to Municipal Securities. In connection with any services described in Section V of Appendix A hereto requested by the Issuer and agreed to by HilltopSecurities, the fees due

with respect to any such services shall be as mutually agreed to by the parties hereto, which terms shall be made part of the compensation provided under this Agreement and shall be included in this Appendix as an amendment or addendum hereto.

VI. Expenses. The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, computer structuring costs, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel expenses, underwriter and underwriter's counsel fees and expenses, and other miscellaneous expenses incurred by HilltopSecurities in the furtherance of any matter for which it serves as municipal advisor, including copy, delivery, phone and other charges normally incurred in connection with engagements of this type.

The Issuer agrees that any expense that it requests that HilltopSecurities pay to any third party on the Issuer's behalf shall be made in writing and shall be in accordance with paragraph C of Section III of the Agreement.

The payment of reimbursable expenses that HilltopSecurities has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of a new issuance of municipal securities or the completion of any other transactions for which such expenses have been assumed and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by HilltopSecurities, unless otherwise provided for in any amendment or addendum hereto in connection with the compensation arrangements for any services provided under the Agreement for which such amendment or addendum is required.

APPENDIX C MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities

investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which

may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.

- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take you to the electronic version [MA Client Brochure](#)

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.



Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on a Resolution approving the Form of Articles of Incorporation for the formation of the Anna Public Facility Corporation. (Director of Economic Development Joey Grisham)

SUMMARY:

As the Council is aware, staff has discussed the creation of a Public Facility Corporation (PFC) since last year. Chapter 303 of the Texas Local Government Code authorizes the creation of such corporations. PFCs have broad powers over public facilities, including financing, acquisition, construction, rehabilitation, renovation, and repair. PFCs can issue bonds and are often used for housing, among other things. Having a PFC is a useful tool for the city. Examples of other cities that have PFCs include Plano, McKinney, Hurst, Fate, Dallas, Fort Worth, and many others.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Approve the resolution.

ATTACHMENTS:

1. PFC Creation Resolution C03029D20210819CR1

APPROVALS:

Taylor Lough, Economic Development Administrator
Jim Proce, City Manager

Created/Initiated - 8/19/2021
Final Approval - 8/20/2021

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING
FORMATION OF ANNA PUBLIC FACILITY CORPORATION;
AUTHORIZING THE FORM OF THE ARTICLES OF INCORPORATION
AND BYLAWS FOR THE CORPORATION; AUTHORIZING THE CITY
MANAGER TO ACT AS REGISTERED AGENT AND OTHER MATTERS
INCIDENT THERETO; APPOINTING AN INITIAL BOARD OF
DIRECTORS; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Anna, Texas (the “City”) desires to create a public facility corporation under Chapter 303 of the Texas Local Government Code, as amended (the “Act”);

WHEREAS, the City finds that it is in the public interest and to the benefit of the City’s residents and citizens of the State of Texas to create a public facility corporation for the purpose of financing, refinancing or otherwise providing for the cost of public facilities of the City and to incorporate the Corporation;

WHEREAS, the name of the public facility corporation to be created by the City is the Anna Public Facility Corporation (the “Corporation”);

WHEREAS, a copy of the form of the Articles of Incorporation is attached hereto as **Exhibit “A”** and incorporated as if fully set forth herein (the “Articles of Incorporation”) pursuant to the Act;

WHEREAS, pursuant to the Act, the City Council must approve, by resolution, the bylaws of the Corporation which must be consistent with state law and with the Articles of Incorporation of the Corporation (the “Bylaws”). A copy of the Bylaws is attached hereto as **Exhibit “B”** and incorporated as if fully set forth herein;

WHEREAS, the City Council is appointing the City Manager as the registered agent and the Economic Development Director as Chief Administrative Officer of the Corporation;

WHEREAS, the City Council is authorized by the Act to appoint the board of directors for the Corporation; and

WHEREAS, the City has considered the Articles of Incorporation and the Bylaws proposed to be used in organizing the Corporation and has found and determined that they are in proper form and content and should be approved;

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

SECTION 1. Findings. The findings set forth above are incorporated into the body of this resolution as if fully set forth herein and are adopted as a part of the judgment and findings of the City Council. The City Council has found and determined, and hereby finds and determines, that it is wise, expedient, necessary, or advisable that the public facility corporation be formed.

SECTION 2. Incorporation. The City Council hereby adopts and approves the Articles of Incorporation of the Corporation in substantially the form as attached in Exhibit “A”, including the initial directors of such corporation as specified therein, and hereby GRANTS authority for the incorporation of the Corporation. The incorporators named in the Articles of Incorporation are hereby authorized to serve as incorporators of the Corporation and shall execute and file all necessary documents with the Secretary of the State of Texas.

SECTION 3. Bylaws. The City Council hereby adopts and approves the Bylaws, a copy of which is attached as **Exhibit “B”** and incorporated as if fully set forth herein. The City Manager, or his designee, is directed to present the Bylaws to the initial board of directors of the Corporation on behalf of the City for their adoption.

SECTION 4. Cumulative Clause. This Resolution shall be cumulative of all provisions of state or federal law and other resolutions of the City of Anna, Texas, except where the provisions of this Resolution are in direct conflict with the provisions of such resolutions, in which event the conflicting provisions of such resolutions are hereby repealed.

SECTION 5. Severability Clause. If any provision, section, subsection, sentence, clause or phrase of this resolution, or the application of same to any person or set circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this resolution of the application thereby shall remain in effect, it being the intent of the City Council of the City of Anna, Texas in adopting this resolution, that no portion thereof or provision contained herein shall become inoperative or fail by any reason of unconstitutionality or invalidity of any portion or provision.

SECTION 6. Repealer Clause. Any provisions of any prior resolution or ordinance of the City whether codified or uncoded, which are in conflict with any provision of the Resolution, are hereby repealed to the extent of the conflict, but all other provisions of the resolutions or ordinances of the City whether codified or uncoded, which are not in conflict with the provisions of this Resolutions, shall remain in full force and effect.

SECTION 7. Open Meetings. It is hereby officially found and determined that all notice required by law has been given and notice of this resolution was posted and the resolution passed in accordance with the Open Meeting Act.

SECTION 8. Effective Date. This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Anna, Texas, on this 24th day of August, 2021.

Nate Pike, Mayor

ATTEST:

Carrie L. Land, City Secretary

EXHIBIT A

ANNA PUBLIC FACILITY CORPORATION

BYLAWS

ARTICLE I OFFICES

SECTION 1.01. Principal Office. The principal office of the Anna Public Facility 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, which shall be composed of the City of Anna, Texas, City Council ("City Council"), including the Mayor and members of the City Council. The board of directors shall automatically change each time the councilmembers of the City change. Any director shall cease to be a director at the time he or she ceases to be a Councilmember of the City.

SECTION 2.03. Meetings; Notice. Meetings of the Board shall be called as necessary and shall normally be held as a jointly with a City Council meeting. Special meetings may also be called as necessary. All Board meetings shall be open to the public (subject to closed session exceptions) and shall be noticed and conducted in accordance the Texas Open Meetings Act, Texas Government Code, Chapter 551. Meetings may be held at the place selected by the Board within the boundaries of the State of Texas.

SECTION 2.04. Remote Meetings. To the extent permitted under the Texas Open Meetings Act, Texas Government Code, Chapter 551, 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.

SECTION 2.05. 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 Public Facility Corporation Act (Chapter 303, Texas Local Government Code, as amended) (the "Act") or other applicable law.

SECTION 2.06. Notice. All meeting notices must be in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 2.07. Action. Any action required by the Act to be taken must be taken at a duly noticed meeting open to the public in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 2.08. 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 person is a Council member and also a member of the Board appointed by the governing body of the City.

SECTION 2.09. No Compensation. Directors and Officers shall receive no compensation for services rendered as directors or officers, but shall be reimbursed for all reasonable expenses incurred in performing their duties as directors. This shall not affect entitlement to compensation received by employees of the City who may be appointed as officers.

SECTION 2.10. Ethics; Conflict of Interest. Directors and officers appointed by directors shall strictly adhere to all applicable provisions of state law, the City of Anna Home-Rule Charter and the City's Code of Ethics (Art. 2.07, Anna City Code of Ordinances). In addition to compliance with such laws, if a director or officer is aware that he/she has a conflict of interest 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 2.11. Public Records. Except as made confidential under the Texas Public Information Act or other law, the Corporation's records are public records and the Corporation shall comply with the Texas Public Information Act.

SECTION 2.12. 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. Notwithstanding the foregoing, all official action of the Board must be taken in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

ARTICLE III NOTICES

SECTION 3.01. Generally. Whenever under applicable law 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 applicable law 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. A person's attendance at a meeting shall constitute waiver of notice of such meeting.

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.

SECTION 4.02. Term. The officers of the Corporation chosen pursuant to Section 4.01 shall serve for terms not longer than three years and may be reappointed to subsequent terms.

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 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 4.0e. 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.

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 shall adhere to the City's Financial Policy to guide the overall financial condition and operations of the Corporation including without limitation compliance with applicable provisions of 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 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. Representatives of the City may inspect the books, records, accounts, and financial statements of the Corporation at any time.

ARTICLE VI SEAL

SECTION 6.01. The corporate seal shall be circular and shall have inscribed in the outer circle "Anna Public Facility 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. 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 8.02. Principal Office, Registered Office, Registered Agent. The principal office and the registered office of the Corporation shall be within the City at the address of the City Hall. The registered agent of the Corporation shall be the City Manager. Process may be served on the Corporation in accordance with applicable law.

SECTION 8.03. 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 8.04. Indemnification of Directors, Officers and Employees.

- (a) The Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.
- (b) As provided in Section 303.037 of the Act, the Corporation shall indemnify each and every member of the Board, its officers and its employees and each member of the Board and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys' fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the sanctions and activities of the Corporation; provided, however, that the Corporation may not provide indemnity in any manner if the director, officer, employee, or agent is guilty of negligence or misconduct in relation to the matter. The legal counsel for the Corporation is authorized to provide a defense for members of the Board, officers, and employees of the Corporation.

SECTION 8.05. Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

- (1) the approval of the form of these Bylaws by the City, which approval may be granted prior to the creation of the Corporation; and
- (2) the adoption of the Bylaws by the Board.

SECTION 8.06. Termination. The Corporation may not be terminated if it has outstanding Obligations. Upon the termination of the Corporation after payment of all Obligations of the Corporation, all remaining assets of the Corporation shall be transferred to the City's general fund.

Adopted and effective this _____ day of _____, 2021.

Nate Pike, President

ATTEST:

_____, Secretary

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of Anna Public Facility Corporation and that these Bylaws constitute the Corporation's Bylaws. These Bylaws were duly adopted by the Board of Directors to be effective as of_____.

Secretary of Anna Public Facility Corporation

EXHIBIT B

ARTICLES OF INCORPORATION OF ANNA PUBLIC FACILITY CORPORATION A PUBLIC FACILITY CORPORATION AND INSTRUMENTALITY OF THE CITY OF ANNA, TEXAS

Pursuant to the Texas Business Organizations Code, Anna Public Facility Corporation (the "Corporation"), a nonprofit corporation incorporated under the laws of the State of Texas, and public nonprofit corporation under the Public Facility Corporation Act, as amended, Chapter 303, Texas Local Government Code (the "Act") with the approval of the city council of the City of Anna, Texas (the "City"), as evidenced by the resolution attached hereto as Exhibit "A" (the "Resolution") and made a part of this Articles of Incorporation for all purposes, does hereby adopt the following Articles of Incorporation for the Corporation:

ARTICLE ONE NAME

The name of the Corporation is the "Anna Public Facility Corporation".

ARTICLE TWO AUTHORIZATION

The Corporation is a nonprofit public corporation.

ARTICLE THREE DURATION

Subject to the provisions of Article Thirteen hereof, the period of duration of the Corporation is perpetual.

ARTICLE FOUR PURPOSE AND LIMITATIONS

(a) The Corporation is organized exclusively for the purpose of assisting the City in financing, refinancing, owning or providing public facilities. The Corporation shall have and possess the broadest possible powers to finance obligations issued or incurred in accordance with existing law, to provide for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing and placement in service of public facilities of the City under the terms of

the Act. The corporation is authorized to issue “bonds” as defined and permitted by the Act on behalf of the City; provided, however, no bonds, notes, interim certificates, or other evidence of indebtedness may be issued by the Corporation unless such bonds are first approved by resolution of the City. The Corporation is a public corporation, a constituted authority, and a public instrumentality within the meaning of the Act, the United States Treasury Department, the rulings of the Internal Revenue Service prescribed and promulgated pursuant to section 103 and 141 of the Internal Revenue Code of 1986, as amended, and the Corporation is authorized to act on behalf of the City as provided in this Articles of Incorporation.

(b) In the fulfillment of its corporate purpose, the Corporation shall have and may exercise the powers described in paragraph (a) of this Article, together with all of the other powers granted to corporations that are incorporated under the Act, and to the extent not in conflict with the Act, the Corporation shall additionally have and may exercise all of the rights, powers, privileges, authorities, and functions given by the general laws of the State to nonprofit corporations under the Texas Non-Profit Corporation Act, as amended, Texas Revised Civil Statutes Annotated Article 1396-101, et seq., or any other applicable laws of the State.

(c) The Corporation shall have the purposes and powers permitted by the Act, but the Corporation does not have, and shall not exercise the powers of sovereignty of the City, including the power to tax, eminent domain, or police power. However, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practice and Remedies Code), the Corporation is a governmental unit and its actions are governmental functions.

(d) No bonds or other obligations, contracts, or agreements of the Corporation are or shall ever be deemed to be or constitute the contracts, agreements, bonds, other debt instruments, or other obligations or the lending of credit, or a grant of the public money or things of value, of, belonging to, or by the State, the City, or any other political corporation, subdivision or agency of the State, or a pledge of the faith and credit of any of them. Any and all of such contracts, agreements, bonds or other debt instruments, and other obligations, contracts and agreements shall be payable solely and exclusively from the revenues and funds received by the Corporation from the sources authorized by the Act and from such other sources as may be otherwise lawfully available and belonging to the Corporation from time to time.

(e) The City, in its sole discretion, may alter the Corporation’s structure, name, organization, programs, or activities; consistent with the Act and subject to limitations provided by law relating to the impairment of contracts entered into by the Corporation.

ARTICLE FIVE FINANCING

(a) Before the consummation of the sale and delivery of any bonds, the Corporation shall obtain approval by the City, evidenced by the adoption of a written resolution.

(b) In the exercise of the powers of the Corporation, the Corporation may enter into a loan, lease, trust, or other agreements as authorized by the Act that are necessary and appropriate to the fulfillment of the public purpose of the Corporation, all of which agreements (and the

specific uses, and the method of withdrawals and expenditure of the proceeds of the bonds) must be included as a part of the approval process of the City required by paragraph (a) above.

ARTICLE SIX MEMBERS

The Corporation has no members and is a non-stock corporation.

ARTICLE SEVEN AMENDMENTS

This Articles of Incorporation may be amended at any time as provided in the Act, to make any changes and add any provisions that might have been included in the Articles of Incorporation in the first instance. Any amendment may be accomplished in either of the following manners:

(a) The members of the board of directors of the Corporation shall file with the City a written application requesting approval of the amendments to the Articles of Incorporation, specifying in such application the amendments proposed to be made. The City shall consider such application and, if it shall, by appropriate resolution, duly find and determine that it is advisable that the proposed amendments be made, it shall approve the form of the proposed amendments. The board of directors of the Corporation may then amend the Articles of Incorporation by adopting such amendment at a meeting of the board of directors. The Corporation's president or vice president and the secretary of the City shall execute the amendment on behalf of the Corporation. The amendment and a certified copy of the resolution of the City shall be delivered to the Secretary of State as required by the Act; or

(b) The City may, at its sole discretion, and at any time, amend this Articles of Incorporation and alter or change the structure, name, organization, programs or activities of the Corporation, or terminate or dissolve the Corporation (subject to the provisions of the Act) by resolution as otherwise provided in the Act.

ARTICLE EIGHT ADDRESS

The street address of the initial registered office of the Corporation is 111 N. Powell Parkway, Anna, TX 75409, and the name of its initial registered agent at that address is the City of Anna City Manager.

ARTICLE NINE BOARD OF DIRECTORS

(a) The affairs of the Corporation shall be managed by a board of directors, which shall be composed of the City Council, including the Mayor and members of the City Council. The board of directors shall automatically change each time the councilmembers of the City change. Any director shall cease to be a director at the time he or she ceases to be a Councilmember of the City. A quorum shall be as determined under the bylaws of the Corporation.

(b) The initial board of directors shall be composed of seven (7) directors. The names and street addresses of the persons who are to serve as the initial directors are as follows:

Name	Address
Nate Pike	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409
Kevin Toten	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409
Lee Miller	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409
Josh Volmer	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409
Danny Ussery	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409
Stan Carver II	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409
Randy Atchley	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409

Subject to the automatic changing of directors as described in subsection (a), above, each director shall serve a three-year term unless sooner removed or resigned, as subject to the terms of the Act. Each director shall be eligible for reappointment, as subject to the terms of the Act.

(c) The directors shall serve without compensation, but they shall be reimbursed for their actual expenses incurred in the performance of their duties as directors.

(d) The board of directors shall elect a president, vice president, secretary, treasurer and any other officers that the Corporation considers necessary, to serve as executive officers of the Corporation, as more specifically provided in the Corporation's bylaws.

(e) Meetings of the board of directors are subject to the Texas Open Meetings Act, Texas Government Code, Chapter 551, and the Corporation is subject to the Texas Public Information Act, Texas Government Code, Chapter 552.

ARTICLE TEN BYLAWS

The initial bylaws of the Corporation shall be adopted by the Corporation's board of directors and shall, together with these Articles of Incorporation, govern the initial affairs of the Corporation until and unless amended in accordance with the provisions of the Act and these Articles of Incorporation. The bylaws and each amendment and repeal of the bylaws must be approved by the City by resolution.

ARTICLE ELEVEN INCORPORATOR

The name and street address of the incorporator is:

Name	Address
Joey Grisham	c/o City of Anna 111 N. Powell Parkway Anna, Texas 75409

ARTICLE TWELVE CITY APPROVAL

(a) The City has specifically authorized the Corporation by resolution to act on its behalf to further the public purposes stated in these Articles of Incorporation, and the City has by Resolution approved this Articles of Incorporation. A copy of this Resolution is attached hereto as Exhibit "A" and is on file among the permanent public records of the City and the Corporation.

(b) The City is the Corporation's "Sponsor" (as defined by the Act) and has caused this Corporation to be created. The address of the Sponsor and the Corporation is 111 N. Powell Parkway, Anna, TX 75409.

ARTICLE THIRTEEN TERMINATION AND DISSOLUTION

The City, by written resolution, may authorize and direct the termination and dissolution of the Corporation. However, the Corporation shall not be dissolved, and its business shall not be terminated, by act of the City or otherwise, so long as the Corporation shall be obligated to pay any debt.

IN WITNESS HEREOF, I have hereunto set my hand this _____ day of _____, 2021.

Joey Grisham

VERIFICATION

State of Texas
County of Collin

Joey Grisham 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.

Notary Public's Signature

Given under my hand and seal of office this _____ day of _____, 2021.

Notary – State of Texas

EXHIBIT A

Approving Resolution of the City



Item No. 7.h.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Consider/Discuss/Action on resolution approving articles of incorporation and corporate bylaws to create the Anna Public Facility Corporation. (Director of Economic Development Joey Grisham).

SUMMARY:

Now that the Anna City Council has adopted the bylaws and articles of incorporation, the next step is for the PFC Board to adopt the bylaws and appoint officers.

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Approve the bylaws and appoint officers.

ATTACHMENTS:

1. Anna PFC Bylaws

APPROVALS:

Taylor Lough, Economic Development Administrator
Jim Proce, City Manager

Created/Initiated - 8/19/2021
Final Approval - 8/20/2021

EXHIBIT A

ANNA PUBLIC FACILITY CORPORATION

BYLAWS

ARTICLE I OFFICES

SECTION 1.01. Principal Office. The principal office of the Anna Public Facility 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, which shall be composed of the City of Anna, Texas, City Council ("City Council"), including the Mayor and members of the City Council. The board of directors shall automatically change each time the councilmembers of the City change. Any director shall cease to be a director at the time he or she ceases to be a Councilmember of the City.

SECTION 2.03. Meetings; Notice. Meetings of the Board shall be called as necessary and shall normally be held as a jointly with a City Council meeting. Special meetings may also be called as necessary. All Board meetings shall be open to the public (subject to closed session exceptions) and shall be noticed and conducted in accordance the Texas Open Meetings Act, Texas Government Code, Chapter 551. Meetings may be held at the place selected by the Board within the boundaries of the State of Texas.

SECTION 2.04. Remote Meetings. To the extent permitted under the Texas Open Meetings Act, Texas Government Code, Chapter 551, 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.

SECTION 2.05. 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 Public Facility Corporation Act (Chapter 303, Texas Local Government Code, as amended) (the "Act") or other applicable law.

SECTION 2.06. Notice. All meeting notices must be in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 2.07. Action. Any action required by the Act to be taken must be taken at a duly noticed meeting open to the public in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 2.08. 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 person is a Council member and also a member of the Board appointed by the governing body of the City.

SECTION 2.09. No Compensation. Directors and Officers shall receive no compensation for services rendered as directors or officers, but shall be reimbursed for all reasonable expenses incurred in performing their duties as directors. This shall not affect entitlement to compensation received by employees of the City who may be appointed as officers.

SECTION 2.10. Ethics; Conflict of Interest. Directors and officers appointed by directors shall strictly adhere to all applicable provisions of state law, the City of Anna Home-Rule Charter and the City's Code of Ethics (Art. 2.07, Anna City Code of Ordinances). In addition to compliance with such laws, if a director or officer is aware that he/she has a conflict of interest 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 2.11. Public Records. Except as made confidential under the Texas Public Information Act or other law, the Corporation's records are public records and the Corporation shall comply with the Texas Public Information Act.

SECTION 2.12. 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. Notwithstanding the foregoing, all official action of the Board must be taken in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

ARTICLE III NOTICES

SECTION 3.01. Generally. Whenever under applicable law 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 applicable law 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. A person's attendance at a meeting shall constitute waiver of notice of such meeting.

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.

SECTION 4.02. Term. The officers of the Corporation chosen pursuant to Section 4.01 shall serve for terms not longer than three years and may be reappointed to subsequent terms.

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 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 4.0e. 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.

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 shall adhere to the City's Financial Policy to guide the overall financial condition and operations of the Corporation including without limitation compliance with applicable provisions of 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 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. Representatives of the City may inspect the books, records, accounts, and financial statements of the Corporation at any time.

ARTICLE VI SEAL

SECTION 6.01. The corporate seal shall be circular and shall have inscribed in the outer circle "Anna Public Facility 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. 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 8.02. Principal Office, Registered Office, Registered Agent. The principal office and the registered office of the Corporation shall be within the City at the address of the City Hall. The registered agent of the Corporation shall be the City Manager. Process may be served on the Corporation in accordance with applicable law.

SECTION 8.03. 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 8.04. Indemnification of Directors, Officers and Employees.

- (a) The Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.
- (b) As provided in Section 303.037 of the Act, the Corporation shall indemnify each and every member of the Board, its officers and its employees and each member of the Board and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys' fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the sanctions and activities of the Corporation; provided, however, that the Corporation may not provide indemnity in any manner if the director, officer, employee, or agent is guilty of negligence or misconduct in relation to the matter. The legal counsel for the Corporation is authorized to provide a defense for members of the Board, officers, and employees of the Corporation.

SECTION 8.05. Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

- (1) the approval of the form of these Bylaws by the City, which approval may be granted prior to the creation of the Corporation; and
- (2) the adoption of the Bylaws by the Board.

SECTION 8.06. Termination. The Corporation may not be terminated if it has outstanding Obligations. Upon the termination of the Corporation after payment of all Obligations of the Corporation, all remaining assets of the Corporation shall be transferred to the City's general fund.

Adopted and effective this _____ day of _____, 2021.

Nate Pike, President

ATTEST:

_____, Secretary

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting secretary of Anna Public Facility Corporation and that these Bylaws constitute the Corporation's Bylaws. These Bylaws were duly adopted by the Board of Directors to be effective as of_____.

Secretary of Anna Public Facility Corporation



Item No. 7.i.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Annexation Villages of Hurricane Creek - North (Director of Development Services Ross Altobelli)

1) Consider/Discuss/Act on a Resolution approving an Agreement Regarding Services including a plan for municipal services regarding 289.8± acres located at the southwest intersection of W CR 370 (Future Rosamond Pkwy) and FM 368 (Future Standridge Blvd).

2) Conduct a public hearing to consider public comments regarding annexation of 289.8± acres located at the southwest intersection of W CR 370 (Future Rosamond Pkwy) and FM 368 (Future Standridge Blvd).

3) Consider/Discuss/Action on an Ordinance annexing 289.8± acres located at the southwest intersection of W CR 370 (Future Rosamond Pkwy) and FM 368 (Future Standridge Blvd).

SUMMARY:

FINANCIAL IMPACT:

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. Ordinance -Annexation (VHC North)
2. Exhibit A - Annaxation Ord. (VHC North)
3. Exhibit B - Annexation Ord. (VHC North) Signed
4. Resolution (Service Agreement) VHC North
5. Exhibit A - Service Plan Agreement (VHC North)
6. Exhibit B - Service Plan Agreement (VHC North) Signed

APPROVALS:

Lauren Mecke, Planning Manager

Created/Initiated - 8/19/2021

Jim Proce, City Manager

Final Approval - 8/20/2021

CITY OF ANNA, TEXAS

ORDINANCE NO. _____

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF ANNA, COLLIN COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID MUNICIPALITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID MUNICIPAL CORPORATE LIMITS AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY AS SET FORTH HEREIN; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 43 of the Texas Local Government Code authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS, the City of Anna, Texas (the “City”) is a Texas home-rule municipality; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a municipality to extend the boundaries of the municipality and annex areas by request of the owner(s) of the areas; and

WHEREAS, the procedures prescribed by the Texas Local Government Code and the laws of this state have been duly followed with respect to the City’s annexation of following described territory, to wit: 289.751 acres of land, more or less, situated in the J. Kincade Survey, Abstract Number 509, the J. Boyle Survey, Abstract Number 105, the J. Roberts Survey, Abstract Number 760, the J. Ellet Survey, Abstract Number 296, and the W. Rattan Survey, Abstract Number 752, Collin County, Texas, being all of that land described in deed to MM Anna 325, LLC Tract 1 recorded in Instrument Number 20190411000386110 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.); and

WHEREAS, the land being annexed under this ordinance (the “Annexation Tract”) is described more specifically in EXHIBIT A, attached hereto; and

WHEREAS, the Annexation Tract is wholly located with the City’s extraterritorial jurisdiction; and

WHEREAS, on or about May 5, 2021, the respective owners of the Annexation Tract submitted a written request to the City for annexation of said tract into the corporate limits of the City and the City and said owners have entered into a written agreement regarding municipal services to be provided by the City in accordance with Texas Local Government Code § 43.0672 and said written agreement is as set forth in EXHIBIT B, attached hereto; and

WHEREAS, the City timely published notice and held a public hearing on this annexation at a duly noticed public meeting in accordance with the laws of this state;

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

SECTION 1. The recitals set forth above are hereby incorporated in this ordinance as if set forth in full for all purposes.

SECTION 2. The Annexation Tract is hereby annexed into the corporate boundary limits of the City of Anna, Collin County, Texas, and that said corporate boundary limits of the City of Anna be and the same are hereby extended to include the above described territory within the corporate limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter as set forth be entitled to all the rights and privileges of other similarly situated citizens of the City of Anna and they shall be bound by the acts, ordinances, resolutions, regulations and all other legal acts of said city.

SECTION 3. The official map and boundaries of the City of Anna are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City's extraterritorial jurisdiction resulting from such annexation and the City Manager is directed to take all actions necessary to make said changes to the official boundary map of the City.

SECTION 4. The City Secretary is hereby directed to file a certified copy of this ordinance and the amended official boundary map referenced in Section 3 with the with the County Clerk of Collin, Texas and the Texas Comptroller's Office.

SECTION 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, and the remainder of this ordinance shall be enforced as written.

SECTION 6. All ordinances and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

SECTION 7. This ordinance shall become effective immediately upon the date and time of its adoption and it is accordingly so ordained.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS THE 24TH DAY OF AUGUST 2021.

CITY OF ANNA, TEXAS

NATE PIKE, MAYOR

ATTEST:

CARRIE L. LAND, CITY SECRETARY

DESCRIPTION:

BEING that certain tract of land situated in the J. Kincade Survey, Abstract Number 509, the J. Boyle Survey, Abstract Number 105, the J. Roberts Survey, Abstract Number 760, the J. Ellet Survey, Abstract Number 296, and the W. Rattan Survey, Abstract Number 752, Collin County, Texas, being all of that land described in deed to MM Anna 325, LLC Tract 1 recorded in Instrument Number 20190411000386110 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at the most southerly southeast corner of said MM Anna 325, LLC Tract 1 and being in the north line of that tract of land described in deed to CADG Hurricane Creek, LLC Tract 2 recorded in Instrument Number 201505290000631020 of said O.P.R.C.C.T.;

THENCE N 00° 42' 12" W, 232.26 feet;

THENCE S 88° 18' 50" W, 793.96 feet to the south line of said MM Anna 325, LLC Tract 1 and being in the northeast corner of said CADG Hurricane Creek LLC (Tract 1);

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

S 89° 05' 29" W, 1757.67 feet;

S 88° 18' 31" W, 742.84 feet;

S 88° 59' 33" W, 427.28 feet;

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

N 61° 49' 20" E, 205.61 feet;

N 19° 24' 17" E, 181.73 feet;

N 38° 49' 43" E, 172.63 feet;

N 20° 25' 25" E, 121.13 feet;

N 49° 53' 58" E, 215.37 feet;

N 04° 32' 42" E, 69.40 feet;

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

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

N 21° 14' 27" W, 129.45 feet;

N 11° 58' 09" W, 106.75 feet;

N 09° 26' 49" W, 132.42 feet;

N 17° 32' 12" W, 108.70 feet;

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

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

N 16° 24' 37" E, 135.67 feet;

N 06° 20' 57" E, 127.72 feet;

N 18° 30' 44" E, 70.24 feet;

N 10° 53' 53" E, 77.78 feet;

N 19° 15' 05" E, 240.38 feet;

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

N 59° 17' 04" E, 231.36 feet;

N 39° 06' 49" E, 113.71 feet;

N 18° 28' 30" E, 79.37 feet;

N 45° 20' 55" E, 130.09 feet;

N 24° 01' 10" E, 163.50 feet;

N 29° 16' 45" E, 139.03 feet;

N 07° 19' 23" W, 145.67 feet;

N 22° 22' 47" E, 72.91 feet;

N 66° 09' 44" E, 68.86 feet;

N 49° 46' 52" E, 125.19 feet;

N 25° 25' 25" E, 105.50 feet;

N 41° 12' 53" E, 204.93 feet;

N 44° 25' 31" E, 122.72 feet;

N 40° 33' 22" E, 129.29 feet;

N 01° 34' 54" E, 105.14 feet;

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

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

N 88° 46' 52" E, 274.56 feet;

N 89° 03' 01" E, 938.03 feet;

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

S 02° 31' 07" E, 46.18 feet;

S 00° 43' 55" E, 239.62 feet;

S 00° 54' 34" E, 240.98 feet;

S 00° 35' 30" E, 240.11 feet;

S 00° 46' 25" E, 193.73 feet;

S 00° 41' 51" E, 159.37 feet;

S 02° 15' 50" W, 136.17 feet;

S 00° 41' 12" E, 117.45 feet;

N 43° 06' 55" E, 28.85 feet;

N 36° 57' 57" E, 59.11 feet;

S 81° 37' 00" E, 76.35 feet;

N 64° 47' 48" E, 51.43 feet;

S 23° 02' 34" E, 61.07 feet;

N 53° 19' 07" E, 45.87 feet;

S 82° 24' 22" E, 25.36 feet;

S 39° 57' 49" E, 56.11 feet;

S 48° 02' 59" E, 22.02 feet;

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

S 02° 04' 20" E, 28.82 feet;

S 00° 05' 05" E, 119.18 feet;

S 89° 47' 13" E, 602.59 feet;

N 88° 59' 00" E, 933.16 feet;

N 88° 55' 42" E, 491.23 feet;

THENCE S 04° 03' 22" E, 703.80 feet departing said Urban Crossing Block B tract along the common line of said MM Anna 325, LLC Tract 1 and that tract of land described in deed to Sheikh Alam tract recorded in Volume 4335 Page 955, to the most northerly northwest corner of a tract of land described in deed to Mantua 30 Partners, LTD recorded in Instrument Number 20201022001847220 of said O.P.R.C.C.T.;

THENCE following the common line of said MM Anna 325, LLC Tract 1 and said Mantua 30 Partners, LTD Tract the following bearings and distances:

S 88° 44' 00" W, 60.25 feet to the beginning of a curve to the right;

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

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

With said curve to the left, having an arc distance of 504.39 feet, through a central angle of 30° 06' 13", having a radius of 960.00 feet, and the long chord which bears S 00° 40' 00" W, 498.61 feet passing at a distance of 30.78 feet, the east line of said MM Anna 325, LLC Tract 1 and the northeast corner of a tract of land to MM Anna 325, LLC recorded in Instrument Number 20201201002152900 of said O.P.R.C.C.T.;

THENCE following along the common line of said MM Anna 325, LLC Tract and Mantua 30 Partners, LTD Tract the following bearings and distances:

S 14° 23' 07" E, 120.30 feet to the most southerly southeast corner of said MM Anna 325, LLC Tract 1 and the northeast corner of said CADG Hurricane Creek, LLC Tract 2 to the beginning of a curve to the right;

With said curve to the right, having an arc distance of 101.47 feet, through a central angle of 12° 30' 04", having a radius of 465.07 feet, and the long chord which bears S 08° 14' 28" E, 101.27 feet;

S 01° 59' 25" E, 283.25 feet to the north line of a tract of land to Anna Investments, LLC recorded in Instrument Number 20180622000777080 of said O.P.R.C.C.T.;

THENCE S 89° 04' 42" W, 1,264.39 feet to the POINT OF BEGINNING and containing 289.751 acres or 12,621,555 square feet more or less.

"This document was prepared under 22 Texas Administrative Code 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

AGREEMENT REGARDING SERVICES

This Agreement Regarding Services (this “Agreement” or “Service Plan”) is entered into this 24th day of August, 2021 by and between MM Anna 325, LLC and the City of Anna, Texas a home rule municipality.

SUBJECT PROPERTY

The real property that is the subject of this Service Plan is described as follows:

Villages of Hurricane Creek – North, also known as Sherley Tract. 289.8± acres located on the west side of Standridge Boulevard and 1,334± feet north of Suzie Lane.

AGREEMENT CONDITIONED ON ANNEXATION

This Agreement is conditioned on the City of Anna City Council adopting an ordinance annexing the Subject Property described above. Nothing in this Agreement shall require the City Council to annex the Subject Property.

POLICE PROTECTION

On the effective date of annexation, the City of Anna, Texas and its Police Department will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

FIRE PROTECTION

On the effective date of annexation, the City of Anna, Texas and its Fire Department will provide fire protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

EMERGENCY MEDICAL SERVICES

On the effective date of annexation, the City of Anna, Texas, through its contract with Collin County or another service provider, will provide emergency medical services to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

SOLID WASTE COLLECTION

On the effective date of annexation, the City of Anna, Texas, through its contract with CARDS Dallas, Inc. or another service provider, will provide solid waste collection to residents and businesses in the newly annexed area (to the extent that the service provider has access to the area to be serviced) at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area. Such service will be provided in accordance with existing City policies and Ordinances, and only upon payment of any required deposits and the agreement to pay lawful service fees and charges for solid waste collection. Solid waste collection through a subscription with the City's solid waste franchisee is mandatory for City of Anna residents and businesses operating within the city limits unless provided for otherwise by ordinance.

WATER AND WASTEWATER FACILITIES

On the effective date of annexation, any and all water or wastewater facilities owned by the City of Anna, Texas at the time of annexation shall be maintained and operated by the City of Anna, Texas. Of such facilities, the City will maintain the main water transmission and wastewater collection lines. All water and wastewater service lines from the building to the easement or right-of-way line, shall be maintained by the property owner served by the service connection.

Residents and owners of property in newly annexed areas that are located within the City's water or wastewater CCN will be offered water and wastewater service in accordance with City policies and ordinances in existence at the time of annexation or as may be amended from time-to-time by the City Council. Generally, these ordinances state that the landowner or customer must bear the cost of construction of water and wastewater system facilities to a point where suitable connection to the existing system can be made and service to the customer can be provided. All water and wastewater facilities designed to connect to the City's existing system must be approved by the City and meet all City zoning, subdivision, and other development ordinances and requirements.

ROADS AND STREETS

On the effective date of annexation, any and all existing public roads or streets in the newly annexed area which have been dedicated to Collin County, Texas or to the City of Anna, Texas, or which are owned by the City of Anna, Texas shall be maintained to the same degree and extent that other roads and streets are maintained in areas of the City with similar topography land use and population density. Specific maintenance activities are determined by available funding and the need for maintenance as determined by the City. The City is not obligated to maintain any portion of a private road or street. Any and all lighting of roads and streets which may be positioned in a public right of way, roadway or utility company easement shall be maintained by the applicable utility company servicing that area of the City of Anna, Texas pursuant to the rules regulations and fees of such utility.

An owner of land within the newly annexed area that desires to develop said property will be required pursuant to the ordinances of the City of Anna, Texas to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Anna, Texas.

PARKS PLAYGROUNDS AND SWIMMING POOLS OR ANY OTHER PUBLICLY OWNED FACILITY BUILDING OR SERVICE

The City Council of the City of Anna, Texas is not aware of the existence of any public parks, public playgrounds, public swimming pools, or any other publicly owned facility, building or service now located in the area proposed for annexation. In the event any such parks, playgrounds, swimming pools, or any other public facilities, buildings or services do exist and are public facilities, the City of Anna, Texas will maintain such areas upon annexation to the same extent and degree that it maintains public parks, public playgrounds, public swimming pools, other public facilities buildings or services and other similar areas of the City now incorporated in the City of Anna, Texas.

To the extent that it becomes necessary because of development demands population growth or a bona fide need, the City Council of the City of Anna, Texas will undertake to provide any such facility which it deems necessary to adequately provide for the health and safety of the citizens of the newly incorporated area based upon the standard considerations of topography, land use and population density.

OTHER MUNICIPAL SERVICES

Following annexation by the City of Anna, Texas, the City will provide code enforcement, planning, and animal control services to the newly annexed area, to the extent such services are funded in the annual budget and provided by the City within its full-purpose boundaries. In addition, the City will provide other municipal services that the City may from time to time provide to other similarly situated areas within the City's corporate limits. The services referenced in this paragraph will be provided to the newly annexed area at

the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

CONSTRUCTION OF CAPITAL IMPROVEMENTS

The City Council of the City of Anna, Texas finds and determines it may be necessary to acquire or construct specific capital improvements for the purposes of providing full municipal services to the newly annexed area. These capital improvements shall be constructed as part of the development of the property and may be eligible for impact fee reimbursement. Subject to the foregoing, the City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of service which exists in and is presently being administered to other areas already incorporated in the City of Anna, Texas with the same or similar topography, land use and population density.

SPECIFIC FINDINGS

The City Council of the City of Anna, Texas finds and determines that this Service Plan will not provide any fewer services and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process. Furthermore, the City Council of the City of Anna, Texas finds and determines that the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of Anna, Texas. Consequently because of the differing characteristics of topography, land use, and population density the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of Anna, Texas. These differences are specifically dictated because of differing characteristics of the property. The City of Anna, Texas will undertake to perform consistent with this contract so as to provide this newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Anna, Texas who reside in areas of similar topography, land use and population density.

TERM

This Agreement shall be valid for a term of ten (10) years. Renewal of this Agreement shall be at the discretion of the City Council.

AMENDMENTS

This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to

conform to the changed conditions or subsequent occurrences pursuant to Texas Local Government Code, Section 43.056.

CONFLICTS

To the extent there is a conflict between this Service Plan and the Sherley Tract Subdivision Improvement Agreement entered into between the City, BFB ANA 40 Acres, LLC, and the Developer, effective as of June 9, 2020, as amended (the "Development Agreement"), the Development Agreement shall control.

Owner:

MM Anna 325, LLC,
a Texas limited liability company

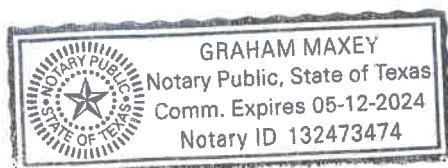
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 17th day of August, 2021 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Anna 325, LLC, a Texas limited liability company on behalf of said company.




Notary Public, State of Texas

City of Anna:

By: _____
Name: Jim Proce
Title: City Manager

IN WITNESS WHEREOF:

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Jim Proce as representative of the City of Anna.

Notary Public, State of Texas

[SEAL]

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION ADOPTING A CONDITIONAL AGREEMENT REGARDING SERVICES RELATED TO ANNEXATION OF A 289.751 ACRE TRACT OF LAND

WHEREAS, Chapter 43 of the Texas Local Government Code authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS, the City of Anna, Texas (the “City”) is a Texas home-rule municipality; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a municipality to extend the boundaries of the municipality and annex areas by request of the owner(s) of the areas; and

WHEREAS, on or about May 5, 2021, the respective owners submitted a written request to the City for annexation of a tract of land into the corporate limits of the City (the “Annexation Tract”); and

WHEREAS, the Annexation Tract is 289.751 acres of land, more or less, situated in the J. Kincade Survey, Abstract Number 509, the J. Boyle Survey, Abstract Number 105, the J. Roberts Survey, Abstract Number 760, the J. Ellet Survey, Abstract Number 296, and the W. Rattan Survey, Abstract Number 752, Collin County, Texas, being all of that land described in deed to MM Anna 325, LLC Tract 1 recorded in Instrument Number 20190411000386110 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.); and

WHEREAS, the Annexation Tract is described more specifically in EXHIBIT A, attached hereto; and

WHEREAS, the owners of the Annexation Tract have executed a conditional written agreement regarding municipal services to be provided by the City in accordance with Texas Local Government Code § 43.0672 (the “Conditional Agreement”) and said agreement is as set forth in EXHIBIT B, attached hereto; and

WHEREAS, the Conditional Agreement is conditioned on the City of Anna City Council (the “City Council”) adopting an ordinance annexing the Annexation Tract described above on or before the 24th day of August, 2021 and if the City Council does not adopt such ordinance on or before said date then the Conditional Agreement shall be null and void in its entirety; and

WHEREAS, the City desires to adopt and enter into the Conditional Agreement; provided, however, that the Conditional Agreement shall not require the City Council to annex the Annexation Tract;

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

SECTION 1. The recitals set forth above are hereby incorporated in this resolution as if set forth in full for all purposes.

SECTION 2. The City Council hereby approves and enters into the Conditional Agreement and authorizes the City Manager to execute said agreement on behalf of the City.

SECTION 3. This resolution shall become effective immediately upon the date and time of its adoption and it is accordingly so resolved.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS, THIS THE 24TH DAY OF AUGUST 2021.

CITY OF ANNA, TEXAS

NATE PIKE
MAYOR

ATTEST:

CARRIE L. LAND
CITY SECRETARY

DESCRIPTION:

BEING that certain tract of land situated in the J. Kincade Survey, Abstract Number 509, the J. Boyle Survey, Abstract Number 105, the J. Roberts Survey, Abstract Number 760, the J. Ellet Survey, Abstract Number 296, and the W. Rattan Survey, Abstract Number 752, Collin County, Texas, being all of that land described in deed to MM Anna 325, LLC Tract 1 recorded in Instrument Number 20190411000386110 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at the most southerly southeast corner of said MM Anna 325, LLC Tract 1 and being in the north line of that tract of land described in deed to CADG Hurricane Creek, LLC Tract 2 recorded in Instrument Number 201505290000631020 of said O.P.R.C.C.T.;

THENCE N 00° 42' 12" W, 232.26 feet;

THENCE S 88° 18' 50" W, 793.96 feet to the south line of said MM Anna 325, LLC Tract 1 and being in the northeast corner of said CADG Hurricane Creek LLC (Tract 1);

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

S 89° 05' 29" W, 1757.67 feet;

S 88° 18' 31" W, 742.84 feet;

S 88° 59' 33" W, 427.28 feet;

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

N 61° 49' 20" E, 205.61 feet;

N 19° 24' 17" E, 181.73 feet;

N 38° 49' 43" E, 172.63 feet;

N 20° 25' 25" E, 121.13 feet;

N 49° 53' 58" E, 215.37 feet;

N 04° 32' 42" E, 69.40 feet;

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

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

N 21° 14' 27" W, 129.45 feet;

N 11° 58' 09" W, 106.75 feet;

N 09° 26' 49" W, 132.42 feet;

N 17° 32' 12" W, 108.70 feet;

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

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

N 16° 24' 37" E, 135.67 feet;

N 06° 20' 57" E, 127.72 feet;

N 18° 30' 44" E, 70.24 feet;

N 10° 53' 53" E, 77.78 feet;

N 19° 15' 05" E, 240.38 feet;

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

N 59° 17' 04" E, 231.36 feet;

N 39° 06' 49" E, 113.71 feet;

N 18° 28' 30" E, 79.37 feet;

N 45° 20' 55" E, 130.09 feet;

N 24° 01' 10" E, 163.50 feet;

N 29° 16' 45" E, 139.03 feet;

N 07° 19' 23" W, 145.67 feet;

N 22° 22' 47" E, 72.91 feet;

N 66° 09' 44" E, 68.86 feet;

N 49° 46' 52" E, 125.19 feet;

N 25° 25' 25" E, 105.50 feet;

N 41° 12' 53" E, 204.93 feet;

N 44° 25' 31" E, 122.72 feet;

N 40° 33' 22" E, 129.29 feet;

N 01° 34' 54" E, 105.14 feet;

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

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

N 88° 46' 52" E, 274.56 feet;

N 89° 03' 01" E, 938.03 feet;

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

S 02° 31' 07" E, 46.18 feet;

S 00° 43' 55" E, 239.62 feet;

S 00° 54' 34" E, 240.98 feet;

S 00° 35' 30" E, 240.11 feet;

S 00° 46' 25" E, 193.73 feet;

S 00° 41' 51" E, 159.37 feet;

S 02° 15' 50" W, 136.17 feet;

S 00° 41' 12" E, 117.45 feet;

N 43° 06' 55" E, 28.85 feet;

N 36° 57' 57" E, 59.11 feet;

S 81° 37' 00" E, 76.35 feet;

N 64° 47' 48" E, 51.43 feet;

S 23° 02' 34" E, 61.07 feet;

N 53° 19' 07" E, 45.87 feet;

S 82° 24' 22" E, 25.36 feet;

S 39° 57' 49" E, 56.11 feet;

S 48° 02' 59" E, 22.02 feet;

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

S 02° 04' 20" E, 28.82 feet;

S 00° 05' 05" E, 119.18 feet;

S 89° 47' 13" E, 602.59 feet;

N 88° 59' 00" E, 933.16 feet;

N 88° 55' 42" E, 491.23 feet;

THENCE S 04° 03' 22" E, 703.80 feet departing said Urban Crossing Block B tract along the common line of said MM Anna 325, LLC Tract 1 and that tract of land described in deed to Sheikh Alam tract recorded in Volume 4335 Page 955, to the most northerly northwest corner of a tract of land described in deed to Mantua 30 Partners, LTD recorded in Instrument Number 20201022001847220 of said O.P.R.C.C.T.;

THENCE following the common line of said MM Anna 325, LLC Tract 1 and said Mantua 30 Partners, LTD Tract the following bearings and distances:

S 88° 44' 00" W, 60.25 feet to the beginning of a curve to the right;

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

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

With said curve to the left, having an arc distance of 504.39 feet, through a central angle of 30° 06' 13", having a radius of 960.00 feet, and the long chord which bears S 00° 40' 00" W, 498.61 feet passing at a distance of 30.78 feet, the east line of said MM Anna 325, LLC Tract 1 and the northeast corner of a tract of land to MM Anna 325, LLC recorded in Instrument Number 20201201002152900 of said O.P.R.C.C.T.;

THENCE following along the common line of said MM Anna 325, LLC Tract and Mantua 30 Partners, LTD Tract the following bearings and distances:

S 14° 23' 07" E, 120.30 feet to the most southerly southeast corner of said MM Anna 325, LLC Tract 1 and the northeast corner of said CADG Hurricane Creek, LLC Tract 2 to the beginning of a curve to the right;

With said curve to the right, having an arc distance of 101.47 feet, through a central angle of 12° 30' 04", having a radius of 465.07 feet, and the long chord which bears S 08° 14' 28" E, 101.27 feet;

S 01° 59' 25" E, 283.25 feet to the north line of a tract of land to Anna Investments, LLC recorded in Instrument Number 20180622000777080 of said O.P.R.C.C.T.;

THENCE S 89° 04' 42" W, 1,264.39 feet to the POINT OF BEGINNING and containing 289.751 acres or 12,621,555 square feet more or less.

"This document was prepared under 22 Texas Administrative Code 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

AGREEMENT REGARDING SERVICES

This Agreement Regarding Services (this “Agreement” or “Service Plan”) is entered into this 24th day of August, 2021 by and between MM Anna 325, LLC and the City of Anna, Texas a home rule municipality.

SUBJECT PROPERTY

The real property that is the subject of this Service Plan is described as follows:

Villages of Hurricane Creek – North, also known as Sherley Tract. 289.8± acres located on the west side of Standridge Boulevard and 1,334± feet north of Suzie Lane.

AGREEMENT CONDITIONED ON ANNEXATION

This Agreement is conditioned on the City of Anna City Council adopting an ordinance annexing the Subject Property described above. Nothing in this Agreement shall require the City Council to annex the Subject Property.

POLICE PROTECTION

On the effective date of annexation, the City of Anna, Texas and its Police Department will provide police protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

FIRE PROTECTION

On the effective date of annexation, the City of Anna, Texas and its Fire Department will provide fire protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

EMERGENCY MEDICAL SERVICES

On the effective date of annexation, the City of Anna, Texas, through its contract with Collin County or another service provider, will provide emergency medical services to the newly annexed area at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

SOLID WASTE COLLECTION

On the effective date of annexation, the City of Anna, Texas, through its contract with CARDS Dallas, Inc. or another service provider, will provide solid waste collection to residents and businesses in the newly annexed area (to the extent that the service provider has access to the area to be serviced) at the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area. Such service will be provided in accordance with existing City policies and Ordinances, and only upon payment of any required deposits and the agreement to pay lawful service fees and charges for solid waste collection. Solid waste collection through a subscription with the City's solid waste franchisee is mandatory for City of Anna residents and businesses operating within the city limits unless provided for otherwise by ordinance.

WATER AND WASTEWATER FACILITIES

On the effective date of annexation, any and all water or wastewater facilities owned by the City of Anna, Texas at the time of annexation shall be maintained and operated by the City of Anna, Texas. Of such facilities, the City will maintain the main water transmission and wastewater collection lines. All water and wastewater service lines from the building to the easement or right-of-way line, shall be maintained by the property owner served by the service connection.

Residents and owners of property in newly annexed areas that are located within the City's water or wastewater CCN will be offered water and wastewater service in accordance with City policies and ordinances in existence at the time of annexation or as may be amended from time-to-time by the City Council. Generally, these ordinances state that the landowner or customer must bear the cost of construction of water and wastewater system facilities to a point where suitable connection to the existing system can be made and service to the customer can be provided. All water and wastewater facilities designed to connect to the City's existing system must be approved by the City and meet all City zoning, subdivision, and other development ordinances and requirements.

ROADS AND STREETS

On the effective date of annexation, any and all existing public roads or streets in the newly annexed area which have been dedicated to Collin County, Texas or to the City of Anna, Texas, or which are owned by the City of Anna, Texas shall be maintained to the same degree and extent that other roads and streets are maintained in areas of the City with similar topography land use and population density. Specific maintenance activities are determined by available funding and the need for maintenance as determined by the City. The City is not obligated to maintain any portion of a private road or street. Any and all lighting of roads and streets which may be positioned in a public right of way, roadway or utility company easement shall be maintained by the applicable utility company servicing that area of the City of Anna, Texas pursuant to the rules regulations and fees of such utility.

An owner of land within the newly annexed area that desires to develop said property will be required pursuant to the ordinances of the City of Anna, Texas to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Anna, Texas.

PARKS PLAYGROUNDS AND SWIMMING POOLS OR ANY OTHER PUBLICLY OWNED FACILITY BUILDING OR SERVICE

The City Council of the City of Anna, Texas is not aware of the existence of any public parks, public playgrounds, public swimming pools, or any other publicly owned facility, building or service now located in the area proposed for annexation. In the event any such parks, playgrounds, swimming pools, or any other public facilities, buildings or services do exist and are public facilities, the City of Anna, Texas will maintain such areas upon annexation to the same extent and degree that it maintains public parks, public playgrounds, public swimming pools, other public facilities buildings or services and other similar areas of the City now incorporated in the City of Anna, Texas.

To the extent that it becomes necessary because of development demands population growth or a bona fide need, the City Council of the City of Anna, Texas will undertake to provide any such facility which it deems necessary to adequately provide for the health and safety of the citizens of the newly incorporated area based upon the standard considerations of topography, land use and population density.

OTHER MUNICIPAL SERVICES

Following annexation by the City of Anna, Texas, the City will provide code enforcement, planning, and animal control services to the newly annexed area, to the extent such services are funded in the annual budget and provided by the City within its full-purpose boundaries. In addition, the City will provide other municipal services that the City may from time to time provide to other similarly situated areas within the City's corporate limits. The services referenced in this paragraph will be provided to the newly annexed area at

the same or similar level of service now being provided to other areas of the City of Anna, Texas with similar topography, land use, and population density within the newly annexed area.

CONSTRUCTION OF CAPITAL IMPROVEMENTS

The City Council of the City of Anna, Texas finds and determines it may be necessary to acquire or construct specific capital improvements for the purposes of providing full municipal services to the newly annexed area. These capital improvements shall be constructed as part of the development of the property and may be eligible for impact fee reimbursement. Subject to the foregoing, the City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of service which exists in and is presently being administered to other areas already incorporated in the City of Anna, Texas with the same or similar topography, land use and population density.

SPECIFIC FINDINGS

The City Council of the City of Anna, Texas finds and determines that this Service Plan will not provide any fewer services and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process. Furthermore, the City Council of the City of Anna, Texas finds and determines that the rural nature of the area is characteristically different from other more highly developed areas within the corporate limits of the City of Anna, Texas. Consequently because of the differing characteristics of topography, land use, and population density the service levels which may ultimately be provided in the newly annexed area may differ somewhat from services provided in other areas of the City of Anna, Texas. These differences are specifically dictated because of differing characteristics of the property. The City of Anna, Texas will undertake to perform consistent with this contract so as to provide this newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Anna, Texas who reside in areas of similar topography, land use and population density.

TERM

This Agreement shall be valid for a term of ten (10) years. Renewal of this Agreement shall be at the discretion of the City Council.

AMENDMENTS

This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to

conform to the changed conditions or subsequent occurrences pursuant to Texas Local Government Code, Section 43.056.

CONFLICTS

To the extent there is a conflict between this Service Plan and the Sherley Tract Subdivision Improvement Agreement entered into between the City, BFB ANA 40 Acres, LLC, and the Developer, effective as of June 9, 2020, as amended (the "Development Agreement"), the Development Agreement shall control.

Owner:

MM Anna 325, LLC,
a Texas limited liability company

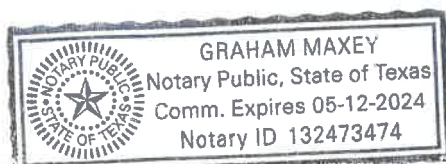
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 17th day of August, 2021 by Mehrdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Anna 325, LLC, a Texas limited liability company on behalf of said company.




Notary Public, State of Texas

City of Anna:

By: _____
Name: Jim Proce
Title: City Manager

IN WITNESS WHEREOF:

STATE OF TEXAS §

§

COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Jim Proce as representative of the City of Anna.

Notary Public, State of Texas

[SEAL]



Item No. 7.j.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Villages of Hurricane Creek North, Zoning & Concept Plan (Director of Development Services Ross Altobelli)

- 1) Conduct a public hearing to consider public comments regarding a request to establish zoning on 289.8± acres located at the southwest intersection of W CR 370 (Future Rosamond Pkwy) and FM 368 (Future Standridge Blvd) to Planned Development Mixed-Use (PD-MU).
- 2) Consider/Discuss/Action on an Ordinance approving the PD-MU zoning request by modifying development standards for Single-Family Residence-84 (SF-84), Single-Family Residence-72 (SF-72), Single-Family Residence-60 (SF-60), Single-Family Residence - Zero lot line homes (SF-Z), and Townhome District (SF-TH) to be in conformance with Resolution No. 2020-06-733 (Subdivision Improvement Agreement).
- 3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, Villages of Hurricane Creek North, associated with the rezoning request.

SUMMARY:

The property is currently located in the extraterritorial jurisdiction (ETJ) and the applicant has submitted an annexation petition. The applicant is requesting to annex and establish zoning in conformance with Resolution No. 2020-06-733 (Subdivision Improvement Agreement) and Resolution No. 2020-07-02 (Amendment to the Subdivision Improvement Agreement).

The planned development district will include the following zoning districts with modified development standards: Single-Family Residence-84 (SF-84), Single-Family Residence-72 (SF-72), Single-Family Residence-60 (SF-60), Single-Family Residence - Zero lot line homes (SF-Z), and Townhome District (SF-TH).

The developer, Centurion American, presented a new overall master plan for the Villages of Hurricane Creek and the Villages of Hurricane Creek - North at the December 10, 2019, City Council meeting. At the meeting on June 9, 2020, City Council approved a Subdivision Improvement Agreement which contained development standards complementary of the zoning of the Villages of Hurricane Creek (Ord. No. 689-2015, later revised by Ordinance No. 886-2020) and mirroring the townhome zoning established in the Sherley Commercial zoning (Ordinance No. 860-2020).

The request is in conformance with the Future Land Use Plan and elements of the City of Anna Strategic Plan and Comprehensive Plan, as well as Resolution No. 2020-06-

733 and Resolution No. 2020-07-02.

At their Tuesday, July 6, 2021 meeting, the Planning & Zoning Commission recommended approval. *Please refer to the attached staff report for additional project information.*

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:

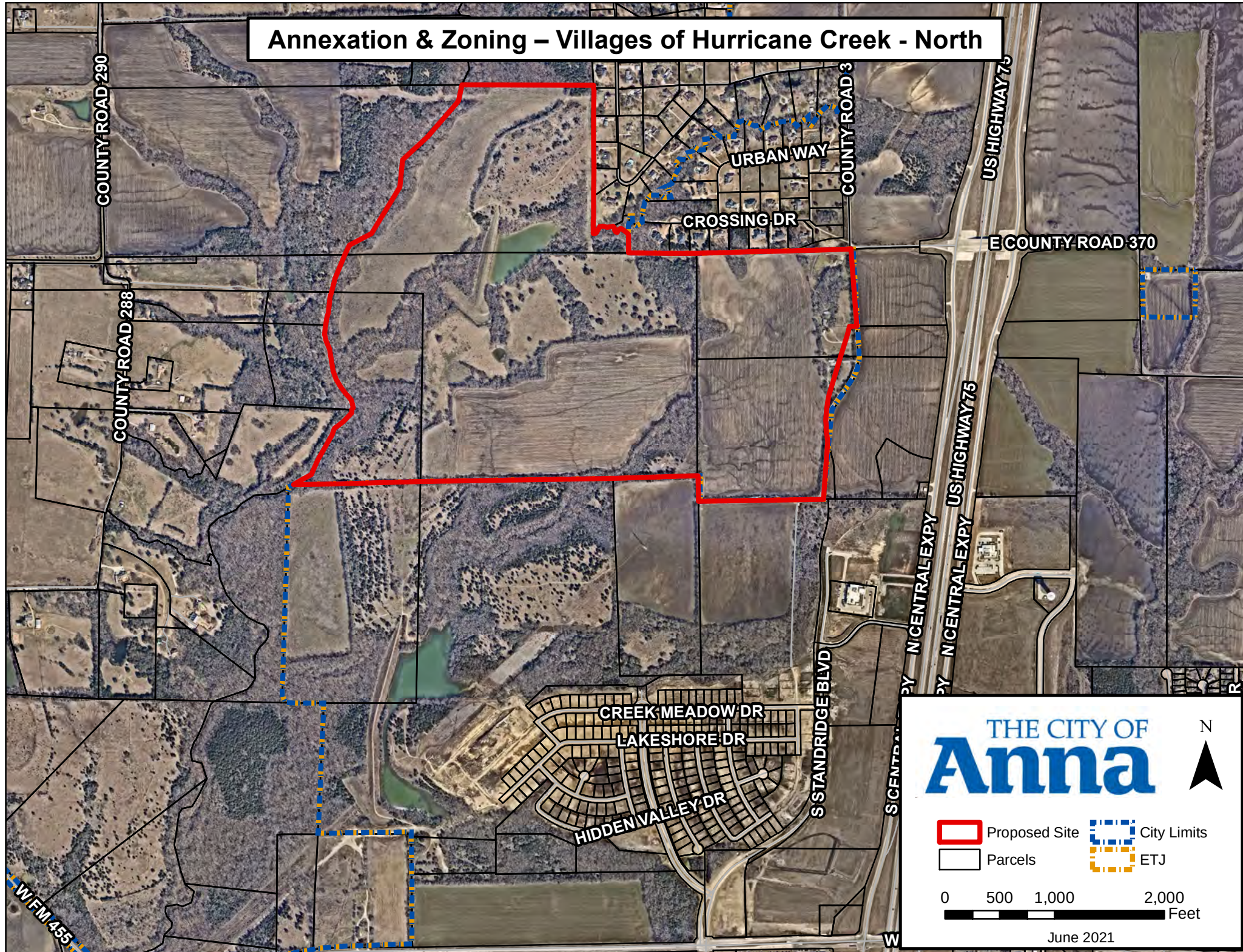
1. Agenda Map
2. PZ - STAFF REPORT (ZC) Villages of Hurricane Creek - North
3. Notice Location Map
4. Ordinance - Zoning (VHC North)
5. Exhibit A - Ord. Metes & Bounds (VHC North)
6. Exhibit B - Ord. Concept Plan (VHC North Updated)
7. Exhibit C-1 - Ord. Amenity Center (VHC North)
8. Exhibit C-2 - Ord. Neighborhood Trail Plan (VHC North)
9. Exhibit D - Ord. Development Standards (VHC North)
10. RESOLUTION-(CP) Villages of Hurricane Creek - North
11. Exhibit 1 (CP) Villages of Hurricane Creek - North Update

APPROVALS:

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

Created/Initiated - 8/19/2021
Approved - 8/19/2021
Final Approval - 8/20/2021

Annexation & Zoning – Villages of Hurricane Creek - North



THE CITY OF
Anna

- Proposed Site
- City Limits
- Parcels
- ETJ

0 500 1,000 2,000 Feet

June 2021

CITY OF ANNA

Planning & Zoning Commission

July 6, 2021

Zoning: The Villages of Hurricane Creek - North

Applicant: MM Anna 325 LLC

DESCRIPTION:

Request to establish zoning on 289.8± acres located at the southwest intersection of W CR 370 (Future Rosamond Pkwy) and FM 368 (Future Standridge Blvd) to Planned Development Mixed-Use (PD-MU). The planned development district will include the following zoning districts with modified development standards Single-Family Residence-84 (SF-84), Single-Family Residence-72 (SF-72), Single-Family Residence-60 (SF-60), Single-Family Residence - Zero lot line homes (SF-Z), and Townhome District (SF-TH) in conformance with Res. No. 2020-06-733 (Subdivision Improvement Agreement) and Res. No. 2020-07-02 (Amendment to the Subdivision Improvement Agreement).

REMARKS:

The property is currently located in the extraterritorial jurisdiction (ETJ) and the applicant has submitted an annexation petition. The applicant is requesting to annex and establish zoning in conformance with Res. No. 2020-06-733 (Subdivision Improvement Agreement) and Res. No. 2020-07-02 (Amendment to the Subdivision Improvement Agreement).

A concept plan, The Villages of Hurricane Creek - North, accompanies this request as Exhibit B.

History

The developer, Centurion American, presented a new overall master plan for the Villages of Hurricane Creek and the Villages of Hurricane Creek - North at the December 10, 2019, City Council meeting. At the meeting on June 9, 2020, City Council approved a Subdivision Improvement Agreement which contained development standards, Exhibits C-1, C-2, and D, complementary of the zoning of the Villages of Hurricane Creek (Ord. No. 689-2015, later revised by Ord. No. 886-2020) and mirroring the townhome zoning established in the Sherley Commercial zoning (Ord. No. 860-2020).

Surrounding Land Uses and Zoning

North	Vacant land and Single-Family lots partially in the ETJ and partially zoned Single-Family Residential – Large Lots (SF-E) (Urban Crossing)
East	Vacant land zoned General Commercial (C-2) and Planned Development-General Commercial (C-2) (Sherley Commercial, Ord. No. 860-2020)
South	Vacant land zoned Planned Development-Mixed Use (Villages of Hurricane Creek, Ord. No. 886-2020)
West	Vacant land in the ETJ

Conformance with the City of Anna Strategic Plan and Comprehensive Plan

Anna Vision 2036

- a. Principle 3: Beautiful Community
 - i. Design standards and development agreements that promote beautiful and “enduring” buildings and commercial areas
 - ii. Preserved some natural areas/open space through the community
- b. Principle 5: Great Housing Opportunities
 - i. Diverse housing choices for all family generations
- c. Principle 7: Fun Community for all
 - ii. Connected trails linking Neighbors to parks and other community destinations

City of Anna Goals for 2026

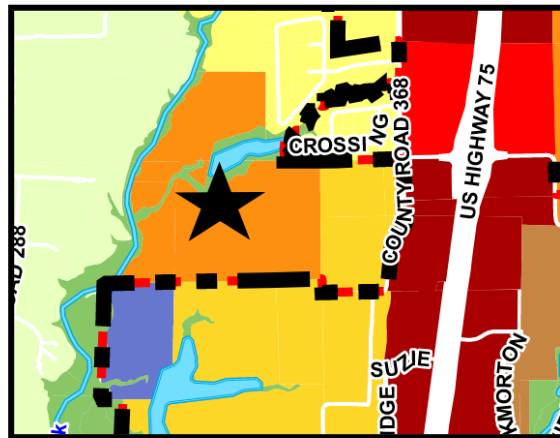
- a. Sustainable Anna Community Through Planned, Managed Growth
 - i. Manage residential growth
 - ii. Have a diverse range of housing choices available in Anna

Future Land Use Plan

The Future Land Use Plan designates this property as Cluster Residential (orange) and Parks (green).

Character & Intent (Cluster Residential): Cluster residential neighborhoods are intended to provide smaller single family detached and attached residential lots. Home sites are located in platted subdivisions with all utilities, residential streets and sidewalks.

Land Use Considerations (Cluster Residential): Single-family detached homes, townhomes and other single-family attached homes.



Parks are land devoted to active or passive recreation, or preservation of open space, natural beauty, or environmentally sensitive lands. Locally significant park and pedestrian/open space opportunities exist in Anna. Additional recreational development with a better distribution into all areas of the City is needed.

SUMMARY:

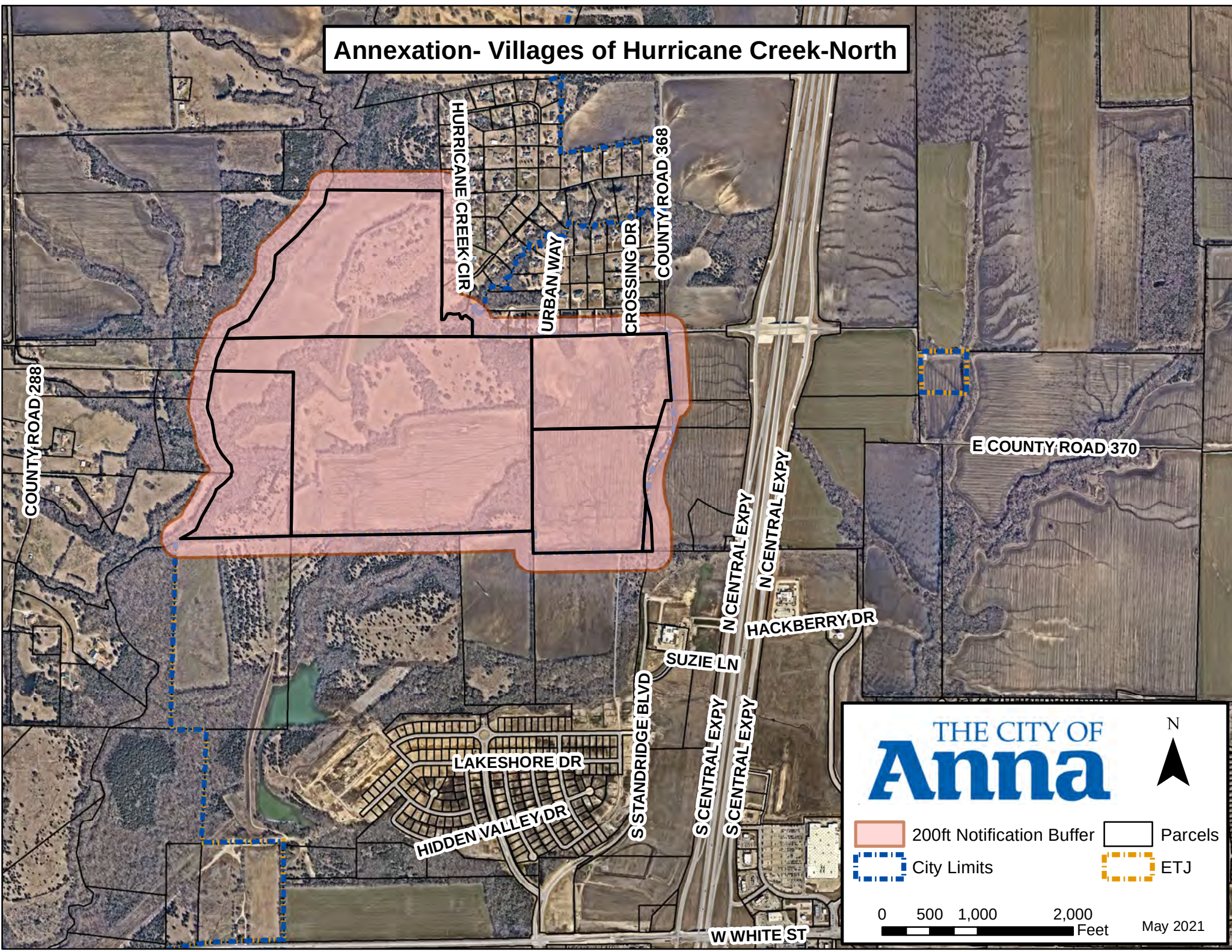
Request to establish zoning on 289.8± acres located at the southwest intersection of W CR 370 (Future Rosamond Pkwy) and FM 368 (Future Standridge Blvd) to Planned Development Mixed-Use (PD-MU). The planned development district will include the following zoning districts with modified development standards Single-Family Residence-84 (SF-84), Single-Family Residence-72 (SF-72), Single-Family Residence-60 (SF-60), Single-Family Residence - Zero lot line homes (SF-Z), and Townhome District (SF-TH) in conformance with Res. No. 2020-06-733 (Subdivision Improvement Agreement). The property is currently located in the extraterritorial jurisdiction (ETJ) and the applicant has submitted an annexation petition.

The request is in conformance with the Future Land Use Plan and elements of the City of Anna Strategic Plan and Comprehensive Plan, as well as Res. No. 2020-06-733 and Res. No. 2020-07-02. For these reasons, staff is in support of the zoning request.

RECOMMENDATION:

Recommended for approval subject to City Council approval of annexation.

Annexation- Villages of Hurricane Creek-North



THE CITY OF
Anna

200ft Notification Buffer

City Limits

ETJ

Parcels

0 500 1,000 2,000 Feet

May 2021

CITY OF ANNA, TEXAS

(Property rezoned under this ordinance is generally located at the southwest intersection of W CR 370 (Future Rosamond Pkwy) and FM 368 (Future Standridge Blvd))

ORDINANCE NO. _____

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

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

WHEREAS, the City has received a requested for zoning from MM Anna 325, LLC, a Texas limited liability company on Property described in Exhibit A and Exhibit B ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located at the southwest intersection of W CR 370 (Future Rosamond Pkwy) and FM 368 (Future Standridge Blvd) to Planned Development Mixed-Use (PD-MU).

WHEREAS, the PD-MU will include the following zoning districts with modified development standards; Single-Family Residence-84 (SF-84), Single-Family Residence-72 (SF-72), Single-Family Residence-60 (SF-60), Single-Family Residence - Zero lot line homes (SF-Z), and Townhome District (SF-TH) in conformance with Res. No. 2020-06-733 (Subdivision Improvement Agreement), Res. No. 2020-07-02 (Amendment to the Subdivision Improvement Agreement), along with updated Exhibit C-1 ("Amenity Center"), Exhibit C-2 ("Neighborhood Trail Plan"), and Exhibit D ("Development Standards") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. Recitals Incorporated

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

Section 2. **Zoning Change**

The Anna City Code of Ordinances are hereby amended by establishing the zoning of the Property described in Exhibit A and Exhibit B to Planned Development Mixed-Use (PD-MU) zoning.

Section 3. **Official Zoning Map**

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. **Savings, Repealing and Severability Clauses**

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

Section 5. **Penalty**

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

Section 6. **Publication of the Caption and Effective Date**

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

PASSED by the City Council of the City of Anna, Texas this 24th day of August 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

DESCRIPTION:

BEING that certain tract of land situated in the J. Kincade Survey, Abstract Number 509, the J. Boyle Survey, Abstract Number 105, the J. Roberts Survey, Abstract Number 760, the J. Ellet Survey, Abstract Number 296, and the W. Rattan Survey, Abstract Number 752, Collin County, Texas, being all of that land described in deed to MM Anna 325, LLC Tract 1 recorded in Instrument Number 20190411000386110 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at the most southerly southeast corner of said MM Anna 325, LLC Tract 1 and being in the north line of that tract of land described in deed to CADG Hurricane Creek, LLC Tract 2 recorded in Instrument Number 201505290000631020 of said O.P.R.C.C.T.;

THENCE N 00° 42' 12" W, 232.26 feet;

THENCE S 88° 18' 50" W, 793.96 feet to the south line of said MM Anna 325, LLC Tract 1 and being in the northeast corner of said CADG Hurricane Creek LLC (Tract 1);

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

S 89° 05' 29" W, 1757.67 feet;

S 88° 18' 31" W, 742.84 feet;

S 88° 59' 33" W, 427.28 feet;

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

N 61° 49' 20" E, 205.61 feet;

N 19° 24' 17" E, 181.73 feet;

N 38° 49' 43" E, 172.63 feet;

N 20° 25' 25" E, 121.13 feet;

N 49° 53' 58" E, 215.37 feet;

N 04° 32' 42" E, 69.40 feet;

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

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

N 21° 14' 27" W, 129.45 feet;

N 11° 58' 09" W, 106.75 feet;

N 09° 26' 49" W, 132.42 feet;

N 17° 32' 12" W, 108.70 feet;

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

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

N 16° 24' 37" E, 135.67 feet;

N 06° 20' 57" E, 127.72 feet;

N 18° 30' 44" E, 70.24 feet;

N 10° 53' 53" E, 77.78 feet;

N 19° 15' 05" E, 240.38 feet;

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

N 59° 17' 04" E, 231.36 feet;

N 39° 06' 49" E, 113.71 feet;

N 18° 28' 30" E, 79.37 feet;

N 45° 20' 55" E, 130.09 feet;

N 24° 01' 10" E, 163.50 feet;

N 29° 16' 45" E, 139.03 feet;

N 07° 19' 23" W, 145.67 feet;

N 22° 22' 47" E, 72.91 feet;

N 66° 09' 44" E, 68.86 feet;

N 49° 46' 52" E, 125.19 feet;

N 25° 25' 25" E, 105.50 feet;

N 41° 12' 53" E, 204.93 feet;

N 44° 25' 31" E, 122.72 feet;

N 40° 33' 22" E, 129.29 feet;

N 01° 34' 54" E, 105.14 feet;

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

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

N 88° 46' 52" E, 274.56 feet;

N 89° 03' 01" E, 938.03 feet;

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

S 02° 31' 07" E, 46.18 feet;

S 00° 43' 55" E, 239.62 feet;

S 00° 54' 34" E, 240.98 feet;

S 00° 35' 30" E, 240.11 feet;

S 00° 46' 25" E, 193.73 feet;

S 00° 41' 51" E, 159.37 feet;

S 02° 15' 50" W, 136.17 feet;

S 00° 41' 12" E, 117.45 feet;

N 43° 06' 55" E, 28.85 feet;

N 36° 57' 57" E, 59.11 feet;

S 81° 37' 00" E, 76.35 feet;

N 64° 47' 48" E, 51.43 feet;

S 23° 02' 34" E, 61.07 feet;

N 53° 19' 07" E, 45.87 feet;

S 82° 24' 22" E, 25.36 feet;

S 39° 57' 49" E, 56.11 feet;

S 48° 02' 59" E, 22.02 feet;

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

S 02° 04' 20" E, 28.82 feet;

S 00° 05' 05" E, 119.18 feet;

S 89° 47' 13" E, 602.59 feet;

N 88° 59' 00" E, 933.16 feet;

N 88° 55' 42" E, 491.23 feet;

THENCE S 04° 03' 22" E, 703.80 feet departing said Urban Crossing Block B tract along the common line of said MM Anna 325, LLC Tract 1 and that tract of land described in deed to Sheikh Alam tract recorded in Volume 4335 Page 955, to the most northerly northwest corner of a tract of land described in deed to Mantua 30 Partners, LTD recorded in Instrument Number 20201022001847220 of said O.P.R.C.C.T.;

THENCE following the common line of said MM Anna 325, LLC Tract 1 and said Mantua 30 Partners, LTD Tract the following bearings and distances:

S 88° 44' 00" W, 60.25 feet to the beginning of a curve to the right;

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

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

With said curve to the left, having an arc distance of 504.39 feet, through a central angle of 30° 06' 13", having a radius of 960.00 feet, and the long chord which bears S 00° 40' 00" W, 498.61 feet passing at a distance of 30.78 feet, the east line of said MM Anna 325, LLC Tract 1 and the northeast corner of a tract of land to MM Anna 325, LLC recorded in Instrument Number 20201201002152900 of said O.P.R.C.C.T.;

THENCE following along the common line of said MM Anna 325, LLC Tract and Mantua 30 Partners, LTD Tract the following bearings and distances:

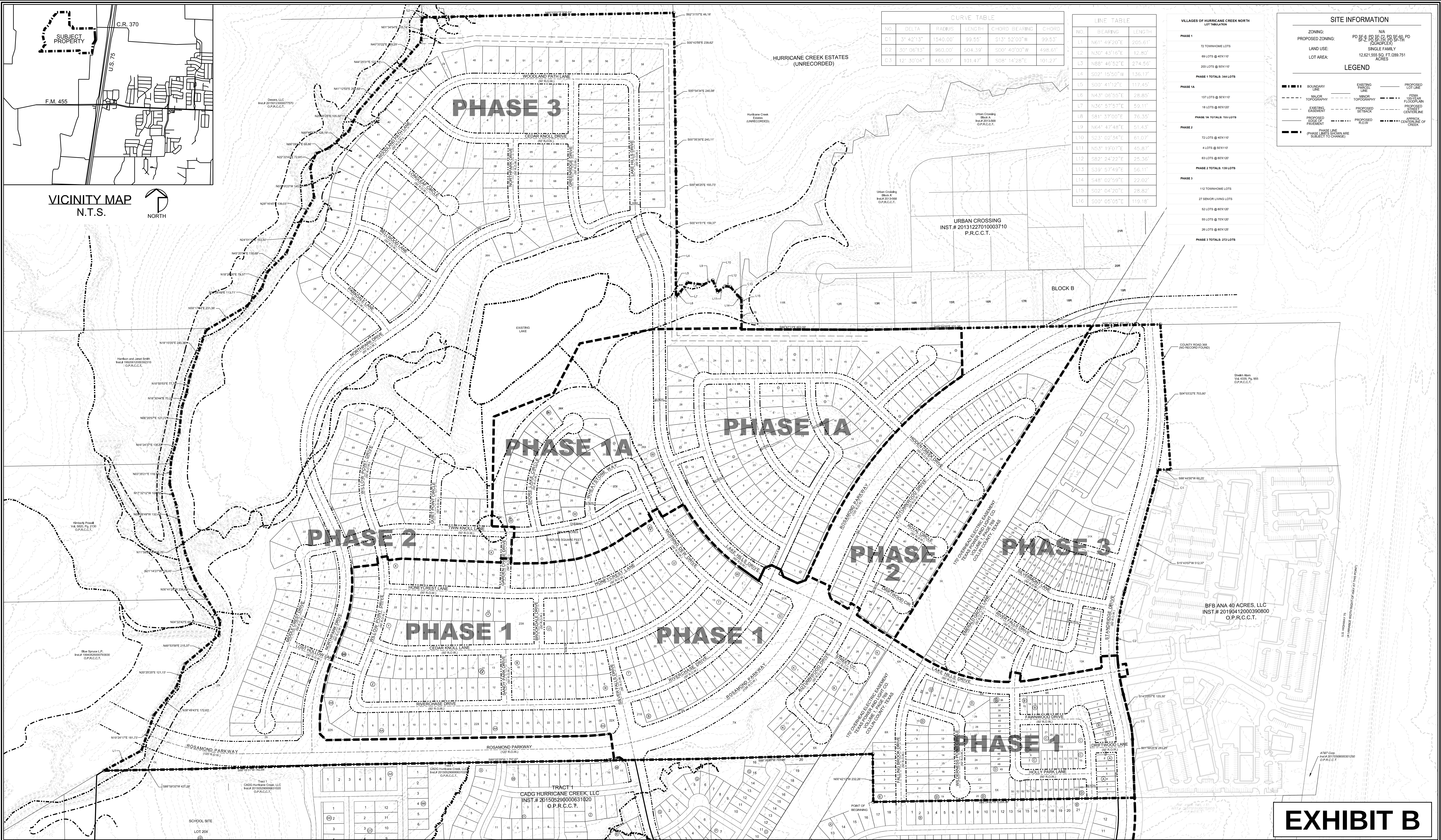
S 14° 23' 07" E, 120.30 feet to the most southerly southeast corner of said MM Anna 325, LLC Tract 1 and the northeast corner of said CADG Hurricane Creek, LLC Tract 2 to the beginning of a curve to the right;

With said curve to the right, having an arc distance of 101.47 feet, through a central angle of 12° 30' 04", having a radius of 465.07 feet, and the long chord which bears S 08° 14' 28" E, 101.27 feet;

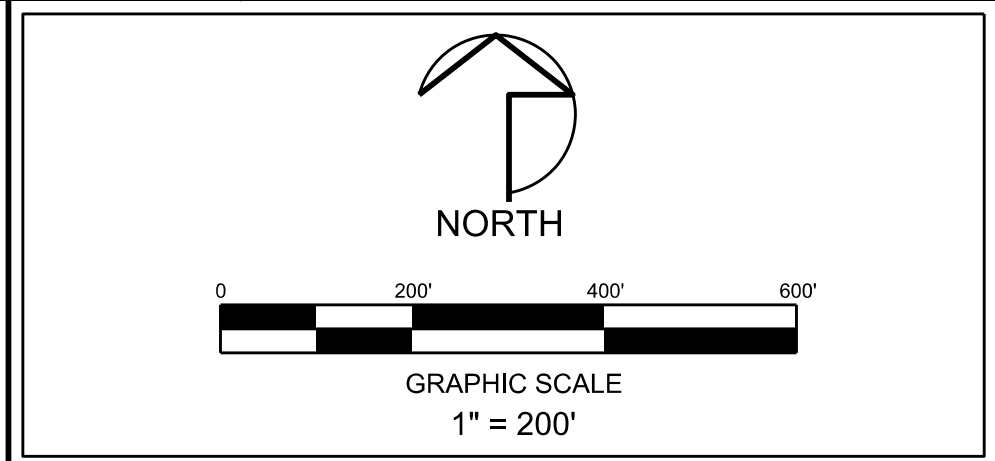
S 01° 59' 25" E, 283.25 feet to the north line of a tract of land to Anna Investments, LLC recorded in Instrument Number 20180622000777080 of said O.P.R.C.C.T.;

THENCE S 89° 04' 42" W, 1,264.39 feet to the POINT OF BEGINNING and containing 289.751 acres or 12,621,555 square feet more or less.

"This document was prepared under 22 Texas Administrative Code 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."



PROJECT NO.	CEN18001
FILE PATH	J:\JOB\CEN18001\ENT21-0604_CONCEPT PLAN
DRAWN BY	MRB
REVIEWED BY	DAK
DATE	JUNE 09, 2021
DATE	REVISIONS
JUNE 25, 2021	REVISING CONCEPT PLAN TO INCLUDE REVISED BOUNDARY
JULY 22, 2021	LOT TABULATION REVISION



OWNER/DEVELOPER

MM ANNA 325, LLC
1800 VALLEY VIEW LANE
SUITE 300
FARMERS BRANCH, TX 75234

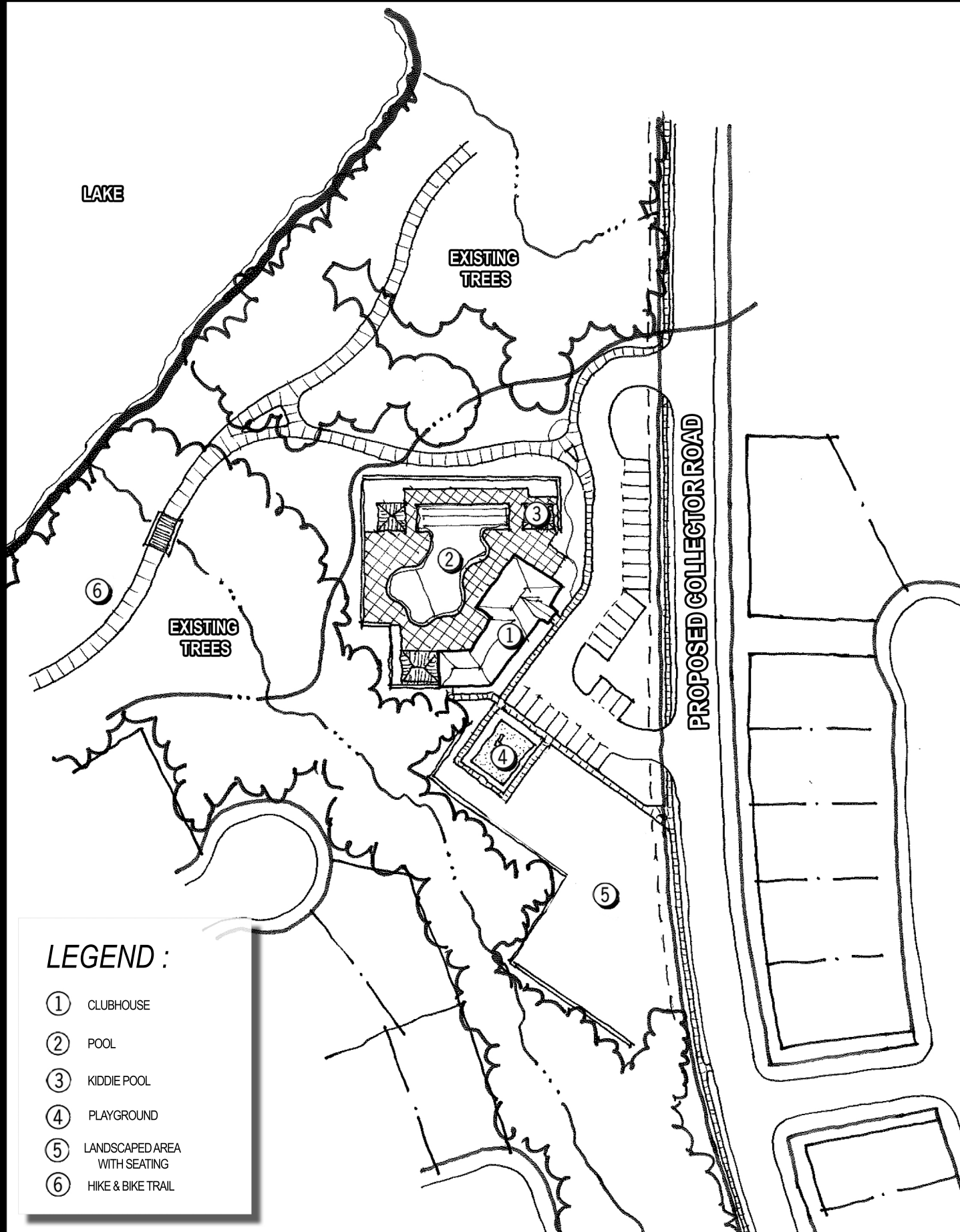
CONTACT:
TREVOR KOLLINGER
TREVOR@CENTURIONAMERICAN.COM

PLANNER / ENGINEER

PELOTON
LAND SOLUTIONS
11000 FRISCO STREET
SUITE 400
FRISCO, TX 75033
PHONE: 469-213-1800

CONCEPT PLAN
VILLAGES OF HURRICANE CREEK NORTH

LOTS 1-8, BLK A; LOTS 1-15, BLK B; LOTS 1-21, BLK C; LOTS 1-27, BLK D; LOTS 1-33, BLK E; LOTS 1-39, BLK F; LOTS 1-45, BLK G; LOTS 1-51, BLK H; LOTS 1-57, BLK I; LOTS 1-63, BLK J; LOTS 1-69, BLK K; LOTS 1-75, BLK L; LOTS 1-81, BLK M; LOTS 1-87, BLK N; LOTS 1-93, BLK O; LOTS 1-99, BLK P; LOTS 1-105, BLK Q; LOTS 1-111, BLK R; LOTS 1-117, BLK S; LOTS 1-123, BLK T; LOTS 1-129, BLK U; LOTS 1-135, BLK V; LOTS 1-141, BLK W; LOTS 1-147, BLK X; LOTS 1-153, BLK Y; LOTS 1-159, BLK Z; LOTS 1-165, BLK AA; LOTS 1-171, BLK AB; LOTS 1-177, BLK AC; LOTS 1-183, BLK AD; LOTS 1-189, BLK AE; LOTS 1-195, BLK AF; LOTS 1-201, BLK AG; LOTS 1-207, BLK AH; LOTS 1-213, BLK AI; LOTS 1-219, BLK AJ; LOTS 1-225, BLK AK; LOTS 1-231, BLK AL; LOTS 1-237, BLK AM; LOTS 1-243, BLK AN; LOTS 1-249, BLK AO; LOTS 1-255, BLK AP; LOTS 1-261, BLK AQ; LOTS 1-267, BLK AR; LOTS 1-273, BLK AS; LOTS 1-279, BLK AT; LOTS 1-285, BLK AU; LOTS 1-291, BLK AV; LOTS 1-297, BLK AW; LOTS 1-303, BLK AX; LOTS 1-309, BLK AY; LOTS 1-315, BLK AZ; LOTS 1-321, BLK BA; LOTS 1-327, BLK BB; LOTS 1-333, BLK BC; LOTS 1-339, BLK BD; LOTS 1-345, BLK BE; LOTS 1-351, BLK BF; LOTS 1-357, BLK BG; LOTS 1-363, BLK BH; LOTS 1-369, BLK BI; LOTS 1-375, BLK BJ; LOTS 1-381, BLK BK; LOTS 1-387, BLK BL; LOTS 1-393, BLK BM; LOTS 1-399, BLK BN; LOTS 1-405, BLK BO; LOTS 1-411, BLK BP; LOTS 1-417, BLK BQ; LOTS 1-423, BLK BR; LOTS 1-429, BLK BS; LOTS 1-435, BLK BT; LOTS 1-441, BLK BU; LOTS 1-447, BLK BV; LOTS 1-453, BLK BW; LOTS 1-459, BLK BX; LOTS 1-465, BLK BY; LOTS 1-471, BLK BZ; LOTS 1-477, BLK CA; LOTS 1-483, BLK CB; LOTS 1-489, BLK CC; LOTS 1-495, BLK CD; LOTS 1-501, BLK CE; LOTS 1-507, BLK CF; LOTS 1-513, BLK CG; LOTS 1-519, BLK CH; LOTS 1-525, BLK CI; LOTS 1-531, BLK CJ; LOTS 1-537, BLK CK; LOTS 1-543, BLK CL; LOTS 1-549, BLK CM; LOTS 1-555, BLK CN; LOTS 1-561, BLK CO; LOTS 1-567, BLK CP; LOTS 1-573, BLK CQ; LOTS 1-579, BLK CR; LOTS 1-585, BLK CS; LOTS 1-591, BLK CT; LOTS 1-597, BLK CU; LOTS 1-603, BLK CV; LOTS 1-609, BLK CW; LOTS 1-615, BLK CX; LOTS 1-621, BLK CY; LOTS 1-627, BLK CZ; LOTS 1-633, BLK DA; LOTS 1-639, BLK DB; LOTS 1-645, BLK DC; LOTS 1-651, BLK DD; LOTS 1-657, BLK DE; LOTS 1-663, BLK DF; LOTS 1-669, BLK DG; LOTS 1-675, BLK DH; LOTS 1-681, BLK DI; LOTS 1-687, BLK DJ; LOTS 1-693, BLK DK; LOTS 1-699, BLK DL; LOTS 1-705, BLK DM; LOTS 1-711, BLK DN; LOTS 1-717, BLK DO; LOTS 1-723, BLK DP; LOTS 1-729, BLK DQ; LOTS 1-735, BLK DR; LOTS 1-741, BLK DS; LOTS 1-747, BLK DT; LOTS 1-753, BLK DU; LOTS 1-759, BLK DV; LOTS 1-765, BLK DW; LOTS 1-771, BLK DX; LOTS 1-777, BLK DY; LOTS 1-783, BLK DZ; LOTS 1-789, BLK EA; LOTS 1-795, BLK EB; LOTS 1-801, BLK EC; LOTS 1-807, BLK ED; LOTS 1-813, BLK EE; LOTS 1-819, BLK EF; LOTS 1-825, BLK EG; LOTS 1-831, BLK EH; LOTS 1-837, BLK EI; LOTS 1-843, BLK EJ; LOTS 1-849, BLK EK; LOTS 1-855, BLK EL; LOTS 1-861, BLK EM; LOTS 1-867, BLK EN; LOTS 1-873, BLK EO; LOTS 1-879, BLK EP; LOTS 1-885, BLK EQ; LOTS 1-891, BLK ER; LOTS 1-897, BLK ES; LOTS 1-903, BLK ET; LOTS 1-909, BLK EU; LOTS 1-915, BLK EV; LOTS 1-921, BLK EW; LOTS 1-927, BLK EX; LOTS 1-933, BLK EY; LOTS 1-939, BLK EZ; LOTS 1-945, BLK FA; LOTS 1-951, BLK FB; LOTS 1-957, BLK FC; LOTS 1-963, BLK FD; LOTS 1-969, BLK FE; LOTS 1-975, BLK FF; LOTS 1-981, BLK FG; LOTS 1-987, BLK FH; LOTS 1-993, BLK FI; LOTS 1-999, BLK FJ; LOTS 2-005, BLK FK; LOTS 2-011, BLK FL; LOTS 2-017, BLK FM; LOTS 2-023, BLK FN; LOTS 2-029, BLK FO; LOTS 2-035, BLK FP; LOTS 2-041, BLK FQ; LOTS 2-047, BLK FR; LOTS 2-053, BLK FS; LOTS 2-059, BLK FT; LOTS 2-065, BLK FU; LOTS 2-071, BLK FV; LOTS 2-077, BLK FW; LOTS 2-083, BLK FX; LOTS 2-089, BLK FY; LOTS 2-095, BLK FZ; LOTS 2-101, BLK GA; LOTS 2-107, BLK GB; LOTS 2-113, BLK GC; LOTS 2-119, BLK GD; LOTS 2-125, BLK GE; LOTS 2-131, BLK GF; LOTS 2-137, BLK GH; LOTS 2-143, BLK GI; LOTS 2-149, BLK GJ; LOTS 2-155, BLK GK; LOTS 2-161, BLK GL; LOTS 2-167, BLK GM; LOTS 2-173, BLK GN; LOTS 2-179, BLK GO; LOTS 2-185, BLK GP; LOTS 2-191, BLK GQ; LOTS 2-197, BLK GR; LOTS 2-203, BLK GS; LOTS 2-209, BLK GT; LOTS 2-215, BLK GU; LOTS 2-221, BLK GV; LOTS 2-227, BLK GW; LOTS 2-233, BLK GX; LOTS 2-239, BLK GY; LOTS 2-245, BLK GZ; LOTS 2-251, BLK HA; LOTS 2-257, BLK HB; LOTS 2-263, BLK HC; LOTS 2-269, BLK HD; LOTS 2-275, BLK HE; LOTS 2-281, BLK HF; LOTS 2-287, BLK HG; LOTS 2-293, BLK HH; LOTS 2-299, BLK HI; LOTS 2-305, BLK HJ; LOTS 2-311, BLK HK; LOTS 2-317, BLK HL; LOTS 2-323, BLK HM; LOTS 2-329, BLK HN; LOTS 2-335, BLK HO; LOTS 2-341, BLK HP; LOTS 2-347, BLK HQ; LOTS 2-353, BLK HR; LOTS 2-359, BLK HS; LOTS 2-365, BLK HT; LOTS 2-371, BLK HU; LOTS 2-377, BLK HV; LOTS 2-383, BLK HW; LOTS 2-389, BLK HX; LOTS 2-395, BLK HY; LOTS 2-401, BLK HZ; LOTS 2-407, BLK IA; LOTS 2-413, BLK IB; LOTS 2-419, BLK IC; LOTS 2-425, BLK ID; LOTS 2-431, BLK IE; LOTS 2-437, BLK IF; LOTS 2-443, BLK IG; LOTS 2-449, BLK IH; LOTS 2-455, BLK II; LOTS 2-461, BLK IJ; LOTS 2-467, BLK IK; LOTS 2-473, BLK IL; LOTS 2-479, BLK IM; LOTS 2-485, BLK IN; LOTS 2-491, BLK IO; LOTS 2-497, BLK IP; LOTS 2-503, BLK IQ; LOTS 2-509, BLK IR; LOTS 2-515, BLK IS; LOTS 2-521, BLK IT; LOTS 2-527, BLK IU; LOTS 2-533, BLK IV; LOTS 2-539, BLK IW; LOTS 2-545, BLK IX; LOTS 2-551, BLK IY; LOTS 2-557, BLK IZ; LOTS 2-563, BLK JA; LOTS 2-569, BLK JB; LOTS 2-575, BLK JC; LOTS 2-581, BLK JD; LOTS 2-587, BLK JE; LOTS 2-593, BLK JF; LOTS 2-599, BLK JG; LOTS 2-605, BLK JH; LOTS 2-611, BLK JI; LOTS 2-617, BLK JJ; LOTS 2-623, BLK JK; LOTS 2-629, BLK JL; LOTS 2-635, BLK JM; LOTS 2-641, BLK JN; LOTS 2-647, BLK JO; LOTS 2-653, BLK JP; LOTS 2-659, BLK JQ; LOTS 2-665, BLK JR; LOTS 2-671, BLK JS; LOTS 2-677, BLK JT; LOTS 2-683, BLK JU; LOTS 2-689, BLK JV; LOTS 2-695, BLK JW; LOTS 2-701, BLK JX; LOTS 2-707, BLK JY; LOTS 2-713, BLK JZ; LOTS 2-719, BLK KA; LOTS 2-725, BLK KB; LOTS 2-731, BLK KC; LOTS 2-737, BLK KD; LOTS 2-743, BLK KE; LOTS 2-749, BLK KF; LOTS 2-755, BLK KG; LOTS 2-761, BLK KH; LOTS 2-767, BLK KI; LOTS 2-773, BLK KJ; LOTS 2-779, BLK KK; LOTS 2-785, BLK KL; LOTS 2-791, BLK KM; LOTS 2-797, BLK KN; LOTS 2-803, BLK KO; LOTS 2-809, BLK KP; LOTS 2-815, BLK KQ; LOTS 2-821, BLK KR; LOTS 2-827, BLK KS; LOTS 2-833, BLK KT; LOTS 2-839, BLK KU; LOTS 2-845, BLK KV; LOTS 2-851, BLK KW; LOTS 2-857, BLK KX; LOTS 2-863, BLK KY; LOTS 2-869, BLK KZ; LOTS 2-875, BLK LA; LOTS 2-881, BLK LB; LOTS 2-887, BLK LC; LOTS 2-893, BLK LD; LOTS 2-899, BLK LE; LOTS 2-905, BLK LF; LOTS 2-911, BLK LG; LOTS 2-917, BLK LH; LOTS 2-923, BLK LI; LOTS 2-929, BLK LJ; LOTS 2-935, BLK LK; LOTS 2-941, BLK LL; LOTS 2-947, BLK LM; LOTS 2-953, BLK LN; LOTS 2-959, BLK LO; LOTS 2-965, BLK LP; LOTS 2-971, BLK LQ; LOTS 2-977, BLK LR; LOTS 2-983, BLK LS; LOTS 2-989, BLK LT; LOTS 2-995, BLK LU; LOTS 3-001, BLK LV; LOTS 3-007, BLK LW; LOTS 3-013, BLK LX; LOTS 3-019, BLK LY; LOTS 3-025, BLK LZ; LOTS 3-031, BLK MA; LOTS 3-037, BLK MB; LOTS 3-043, BLK MC; LOTS 3-049, BLK MD; LOTS 3-055, BLK ME; LOTS 3-061, BLK MF; LOTS 3-067, BLK MG; LOTS 3-073, BLK MH; LOTS 3-079, BLK MI; LOTS 3-085, BLK MJ; LOTS 3-091, BLK MK; LOTS 3-097, BLK ML; LOTS 3-103, BLK MN; LOTS 3-109, BLK MO; LOTS 3-115, BLK MP; LOTS 3-121, BLK MQ; LOTS 3-127, BLK MR; LOTS 3-133, BLK MS; LOTS 3-139, BLK MT; LOTS 3-145, BLK MU; LOTS 3-151, BLK MV; LOTS 3-157, BLK MW; LOTS 3-163, BLK MX; LOTS 3-169, BLK MY; LOTS 3-175, BLK MZ; LOTS 3-181, BLK NA; LOTS 3-187, BLK NB; LOTS 3-193, BLK NC; LOTS 3-199, BLK ND; LOTS 3-205, BLK NE; LOTS 3-211, BLK NF; LOTS 3-217, BLK NG; LOTS 3-223, BLK NH; LOTS 3-229, BLK NI; LOTS 3-235, BLK NJ; LOTS 3-241, BLK NK; LOTS 3-247, BLK NL; LOTS 3-253, BLK NM; LOTS 3-259, BLK NO; LOTS 3-265, BLK NP; LOTS 3-271, BLK NQ; LOTS 3-277, BLK NR; LOTS 3-283, BLK NS; LOTS 3-289, BLK NT; LOTS 3-295, BLK NU; LOTS 3-301, BLK NV; LOTS 3-307, BLK NW; LOTS 3-313, BLK NX; LOTS 3-319, BLK NY; LOTS 3-325, BLK NZ; LOTS 3-331, BLK OA; LOTS 3-337, BLK OB; LOTS 3-343, BLK OC; LOTS 3-349, BLK OD; LOTS 3-355, BLK OE; LOTS 3-361, BLK OF; LOTS 3-367, BLK OG; LOTS 3-373, BLK OH; LOTS 3-379, BLK OI; LOTS 3-385, BLK OJ; LOTS 3-391, BLK OK; LOTS 3-397, BLK OL; LOTS 3-403, BLK OM; LOTS 3-409, BLK ON; LOTS 3-415, BLK OO; LOTS 3-421, BLK OP; LOTS 3-427, BLK OQ; LOTS 3-433, BLK OR; LOTS 3-439, BLK OS; LOTS 3-445, BLK OT; LOTS 3-451, BLK OU; LOTS 3-457, BLK OV; LOTS 3-463, BLK OW; LOTS 3-469, BLK OX; LOTS 3-475, BLK OY; LOTS 3-481, BLK OZ; LOTS 3-487, BLK PA; LOTS 3-493, BLK PB; LOTS 3-499, BLK PC; LOTS 3-505, BLK PD; LOTS 3-511, BLK PE; LOTS 3-517, BLK PF; LOTS 3-523, BLK PG; LOTS 3-529, BLK PH; LOTS 3-535, BLK PI; LOTS 3-541, BLK PJ; LOTS 3-547, BLK PK; LOTS 3-553, BLK PL; LOTS 3-559, BLK PM; LOTS 3-565, BLK PN; LOTS 3-571, BLK PO; LOTS 3-577, BLK PP; LOTS 3-583, BLK PQ; LOTS 3-589, BLK PR; LOTS 3-595, BLK PS; LOTS 3-601, BLK PT; LOTS 3-607, BLK PU; LOTS 3-613, BLK PV; LOTS 3-619, BLK PW; LOTS 3-625, BLK PX; LOTS 3-631, BLK PY; LOTS 3-637, BLK PZ; LOTS 3-643, BLK QA; LOTS 3-649, BLK QB; LOTS 3-655, BLK QC; LOTS 3-661, BLK QD; LOTS 3-667, BLK QE; LOTS 3-673, BLK QF; LOTS 3-679, BLK QG; LOTS 3-685, BLK QH; LOTS 3-691, BLK QI; LOTS 3-697, BLK QJ; LOTS 3-703, BLK QK; LOTS 3-709, BLK QL; LOTS 3-715, BLK QM; LOTS 3-721, BLK QN; LOTS 3-727, BLK QO; LOTS 3-733, BLK QP; LOTS 3-739, BLK QQ; LOTS 3-745, BLK QR; LOTS 3-751, BLK QS; LOTS 3-757, BLK QT; LOTS 3-763, BLK QU; LOTS 3-769, BLK QV; LOTS 3-775, BLK QW; LOTS 3-781, BLK QX; LOTS 3-787, BLK QY; LOTS 3-793, BLK QZ; LOTS 3-799, BLK RA; LOTS 3-805, BLK RB; LOTS 3-811, BLK RC; LOTS 3-817, BLK RD; LOTS 3-823, BLK RE; LOTS 3-829, BLK RF; LOTS 3-835, BLK RG; LOTS 3-841, BLK RH; LOTS 3-847, BLK RI; LOTS 3-853, BLK RJ; LOTS 3-859, BLK RK; LOTS 3-865, BLK RL; LOTS 3-871, BLK RM; LOTS 3-877, BLK RN; LOTS 3-883, BLK RO; LOTS 3-889, BLK RP; LOTS 3-895, BLK RQ; LOTS 3-901, BLK RR; LOTS 3-907, BLK RS; LOTS 3-913, BLK RT; LOTS 3-919, BLK RU; LOTS 3-925, BLK RV; LOTS 3-931, BLK RW; LOTS 3-937, BLK RX; LOTS 3-943, BLK RY; LOTS 3-949, BLK RZ; LOTS 3-955, BLK SA; LOTS 3-961, BLK SB; LOTS 3-967, BLK SC; LOTS 3-973, BLK SD; LOTS 3-979, BLK SE; LOTS 3-985, BLK SF; LOTS 3-991, BLK SG; LOTS 3-997, BLK SH; LOTS 4-003, BLK SI; LOTS 4-009, BLK SJ; LOTS 4-015, BLK SK; LOTS 4-021, BLK SL; LOTS 4-027, BLK SM; LOTS 4-033, BLK SN; LOTS 4-039, BLK SO; LOTS 4-045, BLK SP; LOTS 4-051, BLK SQ; LOTS 4-057, BLK SR; LOTS 4-063, BLK SS; LOTS 4-069, BLK ST; LOTS 4-075, BLK SU; LOTS 4-081, BLK SV; LOTS 4-087, BLK SW; LOTS 4-093, BLK SX; LOTS 4-099, BLK SY; LOTS 4-105, BLK SZ; LOTS 4-111, BLK TA; LOTS 4-117, BLK TB; LOTS 4-123, BLK TC; LOTS 4-129, BLK TD; LOTS 4-135, BLK TE; LOTS 4-141, BLK TF; LOTS 4-147, BLK TG; LOTS 4-153, BLK TH; LOTS 4-159, BLK TI; LOTS 4-165, BLK TJ; LOTS 4-171, BLK TK; LOTS 4-177, BLK TL; LOTS 4-183, BLK TM; LOTS 4-189, BLK TN; LOTS 4-195, BLK TO; LOTS 4-201, BLK TP; LOTS 4-207, BLK TQ; LOTS 4-213, BLK TR; LOTS 4-219, BLK TS; LOTS 4-225, BLK TT; LOTS 4-231, BLK TU; LOTS 4-237, BLK TV; LOTS 4-243, BLK TW; LOTS 4-249, BLK TX; LOTS 4-255, BLK TY; LOTS 4-261, BLK TZ; LOTS 4-267, BLK UA; LOTS 4-273, BLK UB; LOTS 4-279, BLK UC; LOTS 4-285, BLK UD; LOTS 4-291, BLK UE; LOTS 4-297, BLK UF; LOTS 4-303, BLK UG; LOTS 4-309, BLK UH; LOTS 4-315, BLK UI; LOTS 4-321, BLK UJ; LOTS 4-327, BLK UK; LOTS 4-333, BLK UL; LOTS 4-339, BLK UM; LOTS 4-345, BLK UN; LOTS 4-351, BLK UO; LOTS 4-357, BLK UP; LOTS 4-363, BLK UQ; LOTS 4-369, BLK UR; LOTS 4-375, BLK US; LOTS 4-381, BLK UT; LOTS 4-387, BLK UV; LOTS 4-393, BLK UW; LOTS 4-399, BLK UX; LOTS 4-405, BLK UY; LOTS 4-411, BLK UZ; LOTS 4-417, BLK VA; LOTS 4-423, BLK VB; LOTS 4-429, BLK VC; LOTS 4-435, BLK VD; LOTS 4-441, BLK VE; LOTS 4-447, BLK VF; LOTS 4-453, BLK VG; LOTS 4-459, BLK VH; LOTS 4-465, BLK VI; LOTS 4-471, BLK VJ; LOTS 4-477, BLK VK; LOTS 4-483, BLK VL; LOTS 4-489, BLK VM; LOTS 4-495, BLK VN; LOTS 4-501, BLK VO; LOTS 4-507, BLK VP; LOTS 4-513, BLK VQ; LOTS 4-519, BLK VR; LOTS 4-525, BLK VS; LOTS 4-531, BLK VT; LOTS 4-537, BLK VU; LOTS 4-543, BLK VV; LOTS 4-549, BLK VW; LOTS 4-555, BLK VX; LOTS 4-561, BLK VY; LOTS 4-567, BLK VZ; LOTS 4-573, BLK WA; LOTS 4-579, BLK WB; LOTS 4-585, BLK WC; LOTS 4-591, BLK WD; LOTS 4-597, BLK WE; LOTS 4-603, BLK WF; LOTS 4-609, BLK WG; LOTS 4-615, BLK WH; LOTS 4-621, BLK WI; LOTS 4-627, BLK WJ; LOTS 4-633, BLK WK; LOTS 4-639, BLK WL; LOTS 4-645, BLK WM; LOTS 4-651, BLK WN; LOTS 4-657, BLK WO; LOTS 4-663, BLK WP; LOTS 4-669, BLK WQ; LOTS 4-675, BLK WR; LOTS 4-681, BLK WS; LOTS 4-687, BLK WT; LOTS 4-693, BLK WU; LOTS 4-699, BLK WV; LOTS 4-705, BLK WX; LOTS 4-711, BLK WY; LOTS 4-717, BLK WZ; LOTS 4-723, BLK XA; LOTS 4-729, BLK XB; LOTS 4-735, BLK XC; LOTS 4-741, BLK XD; LOTS 4-747, BLK XE; LOTS 4-753, BLK XF; LOTS 4-759, BLK XG; LOTS 4-765, BLK XH; LOTS 4-771, BLK XI; LOTS 4-777, BLK XJ; LOTS 4-783, BLK XK; LOTS 4-789, BLK XL; LOTS 4-795, BLK XM; LOTS 4-801, BLK XN; LOTS 4-807, BLK XO; LOTS 4-813, BLK XP; LOTS 4-819, BLK XQ; LOTS 4-825, BLK XR; LOTS 4-831, BLK XS; LOTS 4-837, BLK XT; LOTS 4-843, BLK XU; LOTS 4-849, BLK XV; LOTS 4-855, BLK XW; LOTS 4-861, BLK XY; LOTS 4-867, BLK XZ; LOTS 4-873, BLK YA; LOTS 4-879, BLK YB; LOTS 4-885, BLK YC; LOTS 4-891, BLK YD; LOTS 4-897, BLK YE; LOTS 4-903, BLK YF; LOTS 4-909, BLK YG; LOTS 4-915, BLK YH; LOTS 4-921, BLK YI; LOTS 4-927, BLK YJ; LOTS 4-933, BLK YK; LOTS 4-939, BLK YL; LOTS 4-945, BLK YM; LOTS 4-951, BLK YN; LOTS 4-957, BLK YO; LOTS 4-963, BLK YP; LOTS 4-969, BLK YQ; LOTS 4-975, BLK YR; LOTS 4-981, BLK YS; LOTS 4-987, BLK YT; LOTS 4-993, BLK YU; LOTS 5-000, BLK YV; LOTS 5-006, BLK YW; LOTS 5-012, BLK YX; LOTS 5-018, BLK YY; LOTS 5-024, BLK YZ; LOTS 5-030, BLK ZA; LOTS 5-036, BLK ZB; LOTS 5-042, BLK ZC; LOTS 5-048, BLK ZD; LOTS 5-054, BLK ZE; LOTS 5-060, BLK ZF; LOTS 5-066, BLK ZG; LOTS 5-072, BLK ZH; LOTS 5-078, BLK ZI; LOTS 5-084, BLK ZJ; LOTS 5-090, BLK ZK; LOTS 5-096, BLK ZL; LOTS 5-102, BLK ZM; LOTS 5-108, BLK ZN; LOTS 5-114, BLK ZO; LOTS 5-120, BLK ZP; LOTS 5-126, BLK ZQ; LOTS 5-132, BLK ZR; LOTS 5-138, BLK ZS; LOTS 5-144, BLK ZT; LOTS 5-150, BLK ZU; LOTS 5-156, BLK ZV; LOTS 5-162, BLK ZW; LOTS 5-168, BLK ZX; LOTS 5-174, BLK ZY; LOTS 5-180, BLK ZZ; LOTS 5-186, BLK AA; LOTS 5-192, BLK AB; LOTS 5-198, BLK AC; LOTS 5-204, BLK AD; LOTS 5-210, BLK AE; LOTS 5-216, BLK AF; LOTS 5-222, BLK AG; LOTS 5-228, BLK AH; LOTS 5-234, BLK AI; LOTS 5-240, BLK AJ; LOTS 5-246, BLK AK; LOTS 5-252, BLK AL; LOTS 5-258, BLK AM; LOTS 5-264, BLK AN; LOTS 5-270, BLK AO; LOTS 5-276, BLK AP; LOTS 5-282, BLK AQ; LOTS 5-288, BLK AR; LOTS 5-294, BLK AS; LOTS 5-300, BLK AT; LOTS 5-306, BLK AU; LOTS 5-312, BLK AV; LOTS 5-318, BLK AW; LOTS 5-324, BLK AX; LOTS 5-330, BLK AY; LOTS 5-336, BLK AZ; LOTS 5-342, BLK BA; LOTS 5-348, BLK BB; LOTS 5-354, BLK BC; LOTS 5-360, BLK BD; LOTS 5-366, BLK BE; LOTS 5-372, BLK BF; LOTS 5-378, BLK BG; LOTS 5-384, BLK BH; LOTS 5-390, BLK BI; LOTS 5-396, BLK BJ; LOTS 5-402, BLK BK; LOTS 5-408, BLK BL; LOTS 5-414, BLK BM; LOTS 5-420, BLK BN; LOTS 5-426, BLK BO; LOTS 5-432, BLK BP; LOTS 5-438, BLK BQ; LOTS 5-444, BLK BR; LOTS 5-450, BLK BS; LOTS 5-456, BLK BT; LOTS 5-462, BLK BU; LOTS 5-468, BLK BV; LOTS 5-474, BLK BW; LOTS 5-480, BLK BX; LOTS 5-486, BLK BY; LOTS 5-492, BLK BZ; LOTS 5-498, BLK CA; LOTS 5-504, BLK CB; LOTS 5-510, BLK CC; LOTS 5-516, BLK CD; LOTS 5-522, BLK CE; LOTS 5-528, BLK CF; LOTS 5-534, BLK CG; LOTS 5-540, BLK CH; LOTS 5-546, BLK CI; LOTS 5-552, BLK CJ; LOTS 5-558, BLK CK; LOTS 5-564, BLK CL; LOTS 5-570, BLK CM; LOTS 5-576, BLK CN; LOTS 5-582, BLK CO; LOTS 5-588, BLK CP; LOTS 5-594, BLK CQ; LOTS 5-600, BLK CR; LOTS 5-606, BLK CS; LOTS 5-612, BLK CT; LOTS 5-618, BLK CU; LOTS 5-624, BLK CV; LOTS 5-630, BLK CW; LOTS 5-636, BLK CX; LOTS 5-642, BLK CY; LOTS 5-648, BLK CZ; LOTS 5-654, BLK DA; LOTS 5-660, BLK DB; LOTS 5-666, BLK DC; LOTS 5-672, BLK DE; LOTS 5-678, BLK DF; LOTS 5-684, BLK DG; LOTS 5-690, BLK DH; LOTS 5-696, BLK DI; LOTS 5-702, BLK DJ; LOTS 5-708, BLK DK; LOTS 5-714, BLK DL; LOTS 5-720, BLK DM; LOTS 5-726, BLK DN; LOTS 5-732, BLK DO; LOTS 5-738, BLK DP; LOTS 5-744, BLK DQ; LOTS 5-750, BLK DR



LEGEND :

- ① CLUBHOUSE
- ② POOL
- ③ KIDDIE POOL
- ④ PLAYGROUND
- ⑤ LANDSCAPED AREA
WITH SEATING
- ⑥ HIKE & BIKE TRAIL

NOTE:
 THIS PLAN IS CONCEPTUAL IN NATURE AND MAY NOT NECESSARILY BE BUILT AS DEPICTED.

TRAILS TO BE CONSTRUCTED IN PHASES CONCURRENT WITH ADJACENT RESIDENTIAL DEVELOPMENT.

THE ULTIMATE LOCATION OF TRAILS SHALL BE DETERMINED DURING THE FINAL DESIGN PROCESS.



Exhibit D Development Standards

The permitted uses and standards for the Single Family Development located partially within the extraterritorial jurisdiction (the "ETJ") of the City and located partially within the city limits of the City shall be in accordance with the SF-Z Single-Family Residence District - Zero lot line homes, SF-TH Townhome District, SF-60 Single-Family Residence District, SF-72 Single-Family Residence District, and SF-84 Single-Family Residence District zoning districts and applicable City Regulations including without limitation the City's Planning and Development Regulations. (Deletions are indicated in strikethrough text.)

Disclaimer: Ordinance modifications are specifically related to the land area associated with this Subdivision Improvement Agreement and shall not apply to any additional areas within or outside of the city limits.

ARTICLE 9.04 ZONING ORDINANCE

1. Sec. 9.04.004 Definitions

Quadplex: Single-story residential building with a maximum of four dwelling units per building. These buildings will be specifically designated as age-restricted (55+) as established and recorded in the Covenants, Conditions, and Restrictions (CCR's). Each dwelling unit will have a distinct ingress/egress and garage. Driveways can be shared between adjacent garages.

2. Sec. 9.04.015 SF-TH Townhome District

(b) Permitted uses.

(1) Residential buildings containing townhome units.

(2) Quadplex dwelling units with age restrictions to be established and recorded in the Covenants, Conditions, and Restrictions (CCR's).

(3) Other uses as allowed in the TF zone.

3. Sec. 9.04.034 Supplementary district regulations

(d) Waiver of strict compliance with masonry requirements. An existing or proposed use that includes or is proposed to include one or more buildings with exterior walls that are normally constructed with materials that are consistent with regionally or nationally recognized commercial brand architectural design shall not apply to the city council for a full or partial waiver of any masonry requirement that applies to such exterior walls. ~~The city council by ordinance may grant such a full or partial waiver if:~~

~~(1) The city council finds that the design will not negatively impact the surrounding properties; and~~

~~(2) The request is deemed by the city council to be appropriate and desirable for the overall design and direction of the city and not directly in conflict with the city's comprehensive zoning plan.~~

(e) Residential architectural standards.

(1) House repetition.

(A) Within residential developments, single-family homes with substantially identical exterior elevations can only repeat every three (3) lots when fronting the same right-of-way including both sides of the street.

(3) Garages. On front entry garages the face of a garage may not: (i) be extended more than ten feet beyond the remainder of the front elevation of the primary living area of a house; or (ii) only lots developed as SF-TH, SF-TH-SR, SF-Z and SF-60 may be over 60% of the total frontage width of a house whether or not swing drives ("J" drives) are used. Porches or columns are not considered part of the front elevation of the primary living area.

(4) Building articulation. At least three (3) facade articulation techniques are required on each single-family home to add architectural variety and interest to a building. The following features shall be acceptable techniques of exterior articulation.

(A) A base course or plinth course; banding, moldings, or stringcourses; quoins; oriels; cornices; arches; brackets; keystones; dormers; louvers as part of the exterior wall construction. (Quoins and banding shall wrap around the corners of the structure for at least two feet.)

(B) Balconies;

(C) Shutters;

(D) Bay windows;

(E) Masonry chimney(s);

(F) Double-entry door(s);

(G) Covered Entry(ies);

(H) Horizontal banding continuing the length of the wall that faces a street, or other similar highly visible areas.

(I) The use of both stone and brick on the front elevations with a minimum of ten percent coverage of one of the elements.

(J) Front porch of at least 40 square feet.

(K) The installation of at least two (2) coach lights.

(L) Other techniques for building articulation can be substituted if administratively approved by the administrative official.

(M) Divided light windows in front is an acceptable technique for building façade articulation.

(N) All garages must also incorporate wood clad (or equivalent) garage doors or wood composite doors and contain at least two of the following enhancements:

i. Two single garage doors (in lieu of double doors);

ii. Decorative windows;

iii. Decorative hardware;

iv. Garage door recessed a minimum of 12 inches from the garage face; or

v. Cast stone surround.

(6) All doors on the front facade of a residence shall be constructed of wood, iron, glass, and/or architectural fiberglass.

(7) Front entry driveways on SF-72 & SF-84 lots must incorporate at least one of the following enhanced decorative paving techniques:

(A) Earth tone colored stained concrete;

(B) Stamped/patterned concrete;

(C) Brick, stone, or concrete pavers;

(D) Salt-finished concrete;

(E) Washed aggregate

(8) All fences on a residential lot abutting and/or adjacent to an open space/common area lot must be ornamental metal fences, such as wrought iron or tubular steel. Fences constructed between residences can be wood. All wood fencing shall be at least six feet in height. Wood fencing shall be stained and sealed. Plastic and chain link fencing is prohibited.

4. APPENDIX 1. ZONING DISTRICT AREA REGULATIONS

	SF-84	SF-72	SF-60	SF-Z	SF-TH	SF-TH (Quadplex)
Maximum height (feet)	35	35	35	35	35	35
Side yard, interior (feet)	5	5	5	0/5	0/5	0/5
Side yard, corner lot, street side (feet) (c)	10	10	10	10	10	10
Rear yard (feet) (d)	10	10	10	10	10	10
Front yard (feet)	25	25	25	20	20	20
Lot area (feet)	8,400	7,200	5,000	4,000	2000 per unit	2000 per unit
Min. lot width (feet)	70	60	50	40	20	20
Min. lot depth (feet) (e)	120	110	100	100	80	80
Max. lot coverage (%)	55%	55%	55%	85%	70%	70%
Building size (square feet)	1800	1800	1600	1200	900	900
Masonry* (%)	60%	60%	60%	60%	60%	60%
Lot/Unit Count per Concept Plan	81	139	323	143	190	108
Maximum Lot/Unit Count (+5%)	85	145	340	150	200	115
Minimum Lot/Unit Count (-5%)	77	132	305	135	180	100

* Brick or rock veneer; see also [section 9.04.034](#)(e)(6).

**If there are conflicts between the Appendix 1 Area Regulations and City Regulations, Appendix 1 shall supersede.

(c) 45 feet where adjacent to single-family or duplex residential district.

(d) The required rear yard shall be open and unobstructed to the sky from a point 30 inches above the average elevation of the graded rear yard, except for accessory buildings as permitted herein. Eaves, covered porches, and roof extensions without structural support in the rear yard may extend into the rear yard a distance not to exceed four feet. Balconies shall not project into the required rear yard.

(e) Minimum lot depth may be reduced to 110' for SF-84 lots in cul-de-sacs and knuckles.

5. APPENDIX 2. SCHEDULE OF USES

Type of Use	Def *	AG	SF -E	SF -1	SF - 84	SF - 72	SF - 60	SF -Z	SF - TH	MH -1	MH -2	TF	MF -1	MF -2	C- 1	NC	C- 2	CBRD	C- 3	O- 1	I- 1	I- 2
Quadplex	3.1.30								Y													

6. APPENDIX 3. DESCRIPTIONS/DEFINITIONS OF USES

3.1.30 Quadplex: Single-story residential building with a maximum of four dwelling units per building. These buildings will be specifically designated as age-restricted (55+) as established and recorded in the Covenants, Conditions, and Restrictions (CCR's). Each dwelling unit will have a distinct ingress/egress and garage. Driveways can be shared between adjacent garages.

ARTICLE 9.06 LANDSCAPE REGULATIONS

7. Sec. 9.06.006 Minimum landscaping requirements

~~(p) For all single-family and duplex parcels, builders shall be required to plant two large trees (minimum of three-inch caliper and seven feet high at time of planting) per lot prior to obtaining a certificate of occupancy. At least one of the trees shall be located in the front yard. Existing quality trees of at least three-inch caliper size located on the lot shall count to meet this standard if appropriate tree protection measures have been followed.~~

(q) Requirements for single-family residential and duplex lots. Three-inch caliper trees selected from the large tree list in this article shall be planted on all single-family residential, duplex, and town home lots, and single-story quadplex buildings. ~~At least one of the trees must be placed in the front yard of the lot.~~ The following minimum standards apply:

Single-Family Residential - 84 (SF-84)	2 trees
Single-Family Residential - 72 (SF-72)	2 trees
Single-Family Residential - 60 (SF-60)	2 trees
Single-Family Residential - Zero Lot Line (SF-Z)	1 trees
Single-Family Residential- Town Home (SF-TH)	1 tree

Trees in the SF-Z, and SF-TH lots shall be planted in either the front or rear yard at the builder's discretion. For SF-60, SF-72 and SF-80 lots; at least one tree must be planted in the front yard. ~~Only tree species listed in Section 9.07 Appendix 2, Overstory (Shade) Trees will be required to satisfy these Standards.~~ All large trees required above will be planted prior to issuance of the certificate of occupancy on the dwelling.

8. Sec. 9.06.007 Setbacks

(d) For all residential parcels, a minimum 15'-wide tract to be owned and maintained by a homeowners' association will be required adjacent to all sides of major thoroughfares and a 10' wide tract adjacent to minor thoroughfares with an ultimate right-of-way width of 60 feet or greater. This landscaped buffer area shall consist of trees, turf, or other living ground cover shall be provided adjacent to and outside of the rights-of-way. The buffer shall contain a minimum of one three-inch caliper large canopy tree for every 75 linear feet of roadway,. Required trees may be clustered.

ARTICLE 9.07 TREE PRESERVATION

9. Sec. 9.07.002 Definitions

Aerial Photography mean the taking of photographs from an aircraft or other flying object.

Remove:

- ~~Protected tree means a quality tree with a trunk six inches or greater in caliper at four feet six inches above the ground. The caliper of a multi-trunk tree shall be determined by adding the total caliper of the largest trunk to one half the caliper of each additional trunk.~~
- ~~Quality tree means a tree species which typically has significant positive characteristics worthy of preservation, as listed in this article (see [appendix 1](#) at the end of this article).~~
- ~~Specimen tree means a tree which has been determined by the city to be of high value because of its type, size, or other specific criteria. Generally, specimen trees are trees having 24" trunk caliper at a point 4.5 feet above ground level but other criteria may also be utilized.~~
- ~~Tree survey means a plan drawing that identifies the location of protected trees and contains the information required to be set forth within this article. The tree survey shall be prepared by an arborist, a licensed surveyor, a licensed landscape architect, or other qualified person approved by the landscape administrator. For projects of limited scope, the landscape administrator may approve a tree survey prepared by a non-professional if complete and accurate information is provided.~~

10. Sec. 9.07.008 Tree preservation permit submittal and review

(b) An application for a tree permit shall include these required documents:

(2) ~~A tree survey at the same scale as the site plan or preliminary plat with building pad, pavement areas, and other construction features that will disturb the land indicated.~~ An aerial photography

canopy map accompanied by a transparent plan of the development at the same. Photography showing all non-disturbance areas and proposed exemption areas where no trees will be critically altered will be provided, the aerial photograph will also include an outline of the existing tree canopy area on the property and the calculated area (square feet or acres) of the existing canopy coverage. The ~~tree-survey~~ aerial photograph canopy map shall include the following information:

- (A) Name and phone number of the person who prepared the survey;
- (B) Property lines with dimensions;
- (C) Engineering scale (same scale as the preliminary plat);
- (D) Location of all rights-of-way and easements (existing and proposed);
- (E) Location of all buildings, structures, pools, parking and vehicular maneuvering area, utilities, sidewalks, and other improvements (existing and proposed);
- (F) Location of FEMA 100-year floodplain, NRCS lake tree preservation zone, or erosion hazard setback easement;
- (G) Any proposed non-disturbance area;
- ~~(H) Identifying numbers for all trees of two inches or greater DBH;~~
- ~~(I) The common and botanical name of all trees with identifying numbers;~~
- ~~(J) Caliper size of all trees six inches or greater DBH; and~~
- ~~(K) Location of all trees not included in a non-disturbance area that are to be preserved.~~
- (H) Showing tree canopy, not included in a non-disturbance area, that are to be preserved.

(d) A tree preservation plan shall be submitted showing existing tree canopy to remain, existing tree canopy to be removed, and replacement trees with type, location, number and size of replacement trees indicated. The tree preservation plan information may be included on the aerial photograph if all information can be clearly delineated.

- b. Trees planted to provide canopy coverage will be credited at its canopy coverage at normal maturity. These credits are as follows:

- Large canopy tree with typical crown width of fifty (50) feet in diameter two thousand (2,000) square feet;
- Medium canopy tree with typical crown width of thirty (30) feet in diameter seven hundred (700) square feet;
- Small canopy tree with typical crown width of ten (10) feet in diameter one hundred (100) square feet.

Tree replacement canopy will be provided for up to 25% of the tree canopy removed from the site [9.07.011(I) and 9.07.013 (B-E)];

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A
CONCEPT PLAN FOR VILLAGES OF HURRICANE CREEK NORTH.**

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, MM Anna 325, LLC, a Texas limited liability company has submitted an application for the approval of the Concept Plan for Villages of Hurricane Creek North; and

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Revised Concept Plan

The City Council hereby approves the Concept Plan for Villages of Hurricane Creek North attached hereto as Exhibit 1.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 24th day of August 2021.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



A north arrow pointing upwards, labeled "NORTH". Below it is a graphic scale bar with alternating black and white segments, marked with "0", "200'", "400'", and "600'". Below the scale bar, the text "GRAPHIC SCALE" and "1" = 200'" are printed.

--

CONCEPT PLAN
VILLAGES OF HURRICANE CREEK NORTH

LOTS 1-4, BLK A; LOTS 1-14, BLK B; LOTS 1-21, BLK C; LOTS 1-30, BLK D; LOTS 1-37, BLK E; LOTS 1-44, BLK F; LOTS 1-51, BLK G; LOTS 1-60, BLK H; LOTS 1-67, BLK I; LOTS 1-74, BLK J; LOTS 1-81, BLK K; LOTS 1-88, BLK L; LOTS 1-95, BLK M; LOTS 1-102, BLK N; LOTS 1-109, BLK O; LOTS 1-116, BLK P; LOTS 1-123, BLK Q; LOTS 1-130, BLK R; LOTS 1-137, BLK S; LOTS 1-144, BLK T; LOTS 1-151, BLK U; LOTS 1-158, BLK V; LOTS 1-165, BLK W; LOTS 1-172, BLK X; LOTS 1-179, BLK Y; LOTS 1-186, BLK Z; LOTS 1-193, BLK AA; LOTS 1-200, BLK AB; LOTS 1-207, BLK AC; LOTS 1-214, BLK AD; LOTS 1-221, BLK AE; LOTS 1-228, BLK AF; LOTS 1-235, BLK AG; LOTS 1-242, BLK AH; LOTS 1-249, BLK AI; LOTS 1-256, BLK AJ; LOTS 1-263, BLK AK; LOTS 1-270, BLK AL; LOTS 1-277, BLK AM; LOTS 1-284, BLK AN; LOTS 1-291, BLK AO; LOTS 1-298, BLK AP; LOTS 1-305, BLK AQ; LOTS 1-312, BLK AR; LOTS 1-319, BLK AS; LOTS 1-326, BLK AT; LOTS 1-333, BLK AU; LOTS 1-340, BLK AV; LOTS 1-347, BLK AW; LOTS 1-354, BLK AX; LOTS 1-361, BLK AY; LOTS 1-368, BLK AZ; LOTS 1-375, BLK BA; LOTS 1-382, BLK BB; LOTS 1-389, BLK BC; LOTS 1-396, BLK BD; LOTS 1-403, BLK BE; LOTS 1-410, BLK BF; LOTS 1-417, BLK BG; LOTS 1-424, BLK BH; LOTS 1-431, BLK BI; LOTS 1-438, BLK BJ; LOTS 1-445, BLK BK; LOTS 1-452, BLK BL; LOTS 1-459, BLK BM; LOTS 1-466, BLK BN; LOTS 1-473, BLK BO; LOTS 1-480, BLK BP; LOTS 1-487, BLK BQ; LOTS 1-494, BLK BR; LOTS 1-501, BLK BS; LOTS 1-508, BLK BT; LOTS 1-515, BLK BU; LOTS 1-522, BLK BV; LOTS 1-529, BLK BW; LOTS 1-536, BLK BX; LOTS 1-543, BLK BY; LOTS 1-550, BLK BZ; LOTS 1-557, BLK CA; LOTS 1-564, BLK CB; LOTS 1-571, BLK CC; LOTS 1-578, BLK CD; LOTS 1-585, BLK CE; LOTS 1-592, BLK CF; LOTS 1-599, BLK CG; LOTS 1-606, BLK CH; LOTS 1-613, BLK CI; LOTS 1-620, BLK CJ; LOTS 1-627, BLK CK; LOTS 1-634, BLK CL; LOTS 1-641, BLK CM; LOTS 1-648, BLK CN; LOTS 1-655, BLK CO; LOTS 1-662, BLK CP; LOTS 1-669, BLK CQ; LOTS 1-676, BLK CR; LOTS 1-683, BLK CS; LOTS 1-690, BLK CT; LOTS 1-697, BLK CU; LOTS 1-704, BLK CV; LOTS 1-711, BLK CW; LOTS 1-718, BLK CX; LOTS 1-725, BLK CY; LOTS 1-732, BLK CZ; LOTS 1-739, BLK DA; LOTS 1-746, BLK DB; LOTS 1-753, BLK DC; LOTS 1-760, BLK DD; LOTS 1-767, BLK DE; LOTS 1-774, BLK DF; LOTS 1-781, BLK DG; LOTS 1-788, BLK DH; LOTS 1-795, BLK DI; LOTS 1-802, BLK DJ; LOTS 1-809, BLK DK; LOTS 1-816, BLK DL; LOTS 1-823, BLK DM; LOTS 1-830, BLK DN; LOTS 1-837, BLK DO; LOTS 1-844, BLK DP; LOTS 1-851, BLK DQ; LOTS 1-858, BLK DR; LOTS 1-865, BLK DS; LOTS 1-872, BLK DT; LOTS 1-879, BLK DU; LOTS 1-886, BLK DV; LOTS 1-893, BLK DW; LOTS 1-900, BLK DX; LOTS 1-907, BLK DY; LOTS 1-914, BLK DZ; LOTS 1-921, BLK EA; LOTS 1-928, BLK EB; LOTS 1-935, BLK EC; LOTS 1-942, BLK ED; LOTS 1-949, BLK EE; LOTS 1-956, BLK EF; LOTS 1-963, BLK EG; LOTS 1-970, BLK EH; LOTS 1-977, BLK EI; LOTS 1-984, BLK EJ; LOTS 1-991, BLK EK; LOTS 1-998, BLK EL; LOTS 1-1005, BLK EM; LOTS 1-1012, BLK EN; LOTS 1-1019, BLK EO; LOTS 1-1026, BLK EP; LOTS 1-1033, BLK EQ; LOTS 1-1040, BLK ER; LOTS 1-1047, BLK ES; LOTS 1-1054, BLK ET; LOTS 1-1061, BLK EU; LOTS 1-1068, BLK EV; LOTS 1-1075, BLK EW; LOTS 1-1082, BLK EX; LOTS 1-1089, BLK EY; LOTS 1-1096, BLK EZ; LOTS 1-1103, BLK FA; LOTS 1-1110, BLK FB; LOTS 1-1117, BLK FC; LOTS 1-1124, BLK FD; LOTS 1-1131, BLK FE; LOTS 1-1138, BLK FF; LOTS 1-1145, BLK FG; LOTS 1-1152, BLK FH; LOTS 1-1159, BLK FI; LOTS 1-1166, BLK FJ; LOTS 1-1173, BLK FK; LOTS 1-1180, BLK FL; LOTS 1-1187, BLK FM; LOTS 1-1194, BLK FN; LOTS 1-1201, BLK FO; LOTS 1-1208, BLK FP; LOTS 1-1215, BLK FQ; LOTS 1-1222, BLK FR; LOTS 1-1229, BLK FS; LOTS 1-1236, BLK FT; LOTS 1-1243, BLK FU; LOTS 1-1250, BLK FV; LOTS 1-1257, BLK FW; LOTS 1-1264, BLK FX; LOTS 1-1271, BLK FY; LOTS 1-1278, BLK FZ; LOTS 1-1285, BLK GA; LOTS 1-1292, BLK GB; LOTS 1-1299, BLK GC; LOTS 1-1306, BLK GD; LOTS 1-1313, BLK GE; LOTS 1-1320, BLK GF; LOTS 1-1327, BLK GH; LOTS 1-1334, BLK GI; LOTS 1-1341, BLK GJ; LOTS 1-1348, BLK GK; LOTS 1-1355, BLK GL; LOTS 1-1362, BLK GM; LOTS 1-1369, BLK GN; LOTS 1-1376, BLK GO; LOTS 1-1383, BLK GP; LOTS 1-1390, BLK GQ; LOTS 1-1397, BLK GR; LOTS 1-1404, BLK GS; LOTS 1-1411, BLK GT; LOTS 1-1418, BLK GU; LOTS 1-1425, BLK GV; LOTS 1-1432, BLK GW; LOTS 1-1439, BLK GX; LOTS 1-1446, BLK GY; LOTS 1-1453, BLK GZ; LOTS 1-1460, BLK HA; LOTS 1-1467, BLK HB; LOTS 1-1474, BLK HC; LOTS 1-1481, BLK HD; LOTS 1-1488, BLK HE; LOTS 1-1495, BLK HF; LOTS 1-1502, BLK HG; LOTS 1-1509, BLK HH; LOTS 1-1516, BLK HI; LOTS 1-1523, BLK HJ; LOTS 1-1530, BLK HK; LOTS 1-1537, BLK HL; LOTS 1-1544, BLK HM; LOTS 1-1551, BLK HN; LOTS 1-1558, BLK HO; LOTS 1-1565, BLK HP; LOTS 1-1572, BLK HQ; LOTS 1-1579, BLK HR; LOTS 1-1586, BLK HS; LOTS 1-1593, BLK HT; LOTS 1-1600, BLK HU; LOTS 1-1607, BLK HV; LOTS 1-1614, BLK HW; LOTS 1-1621, BLK HX; LOTS 1-1628, BLK HY; LOTS 1-1635, BLK HZ; LOTS 1-1642, BLK IA; LOTS 1-1649, BLK IB; LOTS 1-1656, BLK IC; LOTS 1-1663, BLK ID; LOTS 1-1670, BLK IE; LOTS 1-1677, BLK IF; LOTS 1-1684, BLK IG; LOTS 1-1691, BLK IH; LOTS 1-1698, BLK II; LOTS 1-1705, BLK IJ; LOTS 1-1712, BLK IK; LOTS 1-1719, BLK IL; LOTS 1-1726, BLK IM; LOTS 1-1733, BLK IN; LOTS 1-1740, BLK IO; LOTS 1-1747, BLK IP; LOTS 1-1754, BLK IQ; LOTS 1-1761, BLK IR; LOTS 1-1768, BLK IS; LOTS 1-1775, BLK IT; LOTS 1-1782, BLK IU; LOTS 1-1789, BLK IV; LOTS 1-1796, BLK IW; LOTS 1-1803, BLK IX; LOTS 1-1810, BLK IY; LOTS 1-1817, BLK IZ; LOTS 1-1824, BLK JA; LOTS 1-1831, BLK JB; LOTS 1-1838, BLK JC; LOTS 1-1845, BLK JD; LOTS 1-1852, BLK JE; LOTS 1-1859, BLK JF; LOTS 1-1866, BLK JG; LOTS 1-1873, BLK JH; LOTS 1-1880, BLK JI; LOTS 1-1887, BLK JJ; LOTS 1-1894, BLK JK; LOTS 1-1901, BLK JL; LOTS 1-1908, BLK JM; LOTS 1-1915, BLK JN; LOTS 1-1922, BLK JO; LOTS 1-1929, BLK JP; LOTS 1-1936, BLK JQ; LOTS 1-1943, BLK JR; LOTS 1-1950, BLK JS; LOTS 1-1957, BLK JT; LOTS 1-1964, BLK JU; LOTS 1-1971, BLK JV; LOTS 1-1978, BLK JW; LOTS 1-1985, BLK JX; LOTS 1-1992, BLK JY; LOTS 1-1999, BLK JZ; LOTS 1-2006, BLK KA; LOTS 1-2013, BLK KB; LOTS 1-2020, BLK KC; LOTS 1-2027, BLK KD; LOTS 1-2034, BLK KE; LOTS 1-2041, BLK KF; LOTS 1-2048, BLK KG; LOTS 1-2055, BLK KH; LOTS 1-2062, BLK KI; LOTS 1-2069, BLK KJ; LOTS 1-2076, BLK KK; LOTS 1-2083, BLK KL; LOTS 1-2090, BLK KM; LOTS 1-2097, BLK



Item No. 7.k.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Anna Ranch, Zoning & Concept Plan (Director of Development Services Ross Altobelli)

1) Conduct a public hearing to consider public comments regarding a request to amend Ordinance No. 323-2007 and rezone 205± acres consisting of multiple tracts of land generally located at the northeast, southeast, and southwest corners of future Leonard Avenue (CR 422) and E Foster Crossing (CR 421).

2) Consider/Discuss/Action on an Ordinance approving the Planned Development zoning request by modifying the existing Planned Development-Single-Family Residence (SF-60)/Restricted Commercial (C-1) with modified development standards to Planned Development-Single-Family Residence (SF-60)/Townhome District (SF-TH)/Multiple-Family Residential – High Density (MF-2)/Restricted Commercial (C-2)/Light Industrial District (I-1) with modified development standards.

3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, Anna Ranch, associated with the rezoning request.

SUMMARY:

The applicant is requesting to rezone 205 acres out of an existing 737.3 acre Planned Development (Ordinance No 323-2007). The existing zoning allows for SF-60, SF-72, and C-1 zoning with modified development standards. The proposed zoning includes a mixture of industrial zoning, commercial zoning, and residential zoning. The residential zoning districts include the following district types:

- Multiple-Family Residential – High Density (MF-2): A maximum of 31.8± acres
- Townhome District (SF-TH): Maximum of 123 lots (11± acres)
- Single-Family Residence District (SF-60): 176 lots

The zoning request proposes a development pattern that aligns with the Master Thoroughfare Plan and provides for a land use transition for development as it moves north of the Collin County Outer loop that is superior to the existing zoning.

The proposed zoning and concept plan are in conformance with the Future Land Use Plan and elements of the City of Anna Strategic Plan and Comprehensive Plan. The proposal includes the following:

- Standards that enhance the perimeters of single-family residential developments when adjacent to major thoroughfares.

- Identify areas to be preserved and used for community open space.
- It allows for development that proposes a diverse range of housing choices.
- Provides for enhanced sidewalks and sidewalk connections
- Increases the amount of industrial zoned land within the city

At their Monday, August 2, 2021, meeting, the Planning & Zoning Commission recommended approval. *Please refer to the attached staff report for additional project information.*

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 1: Growing Anna Economy

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Recommended for approval

ATTACHMENTS:

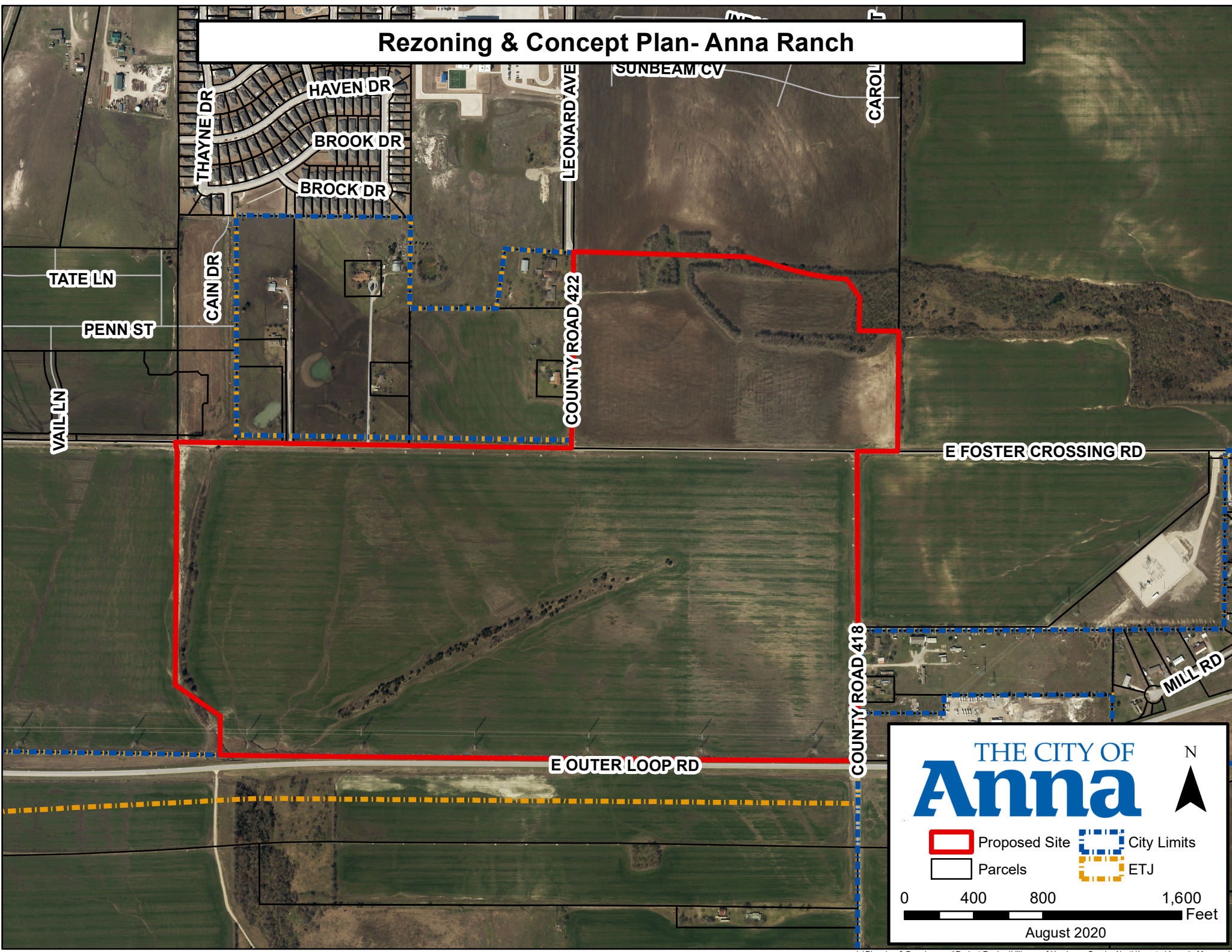
1. Agenda Map
2. PZ - STAFF REPORT (ZC) Anna Ranch
3. Ordinance - Anna Ranch
4. Exhibit A (Metes & Bounds) Anna Ranch 205
5. Exhibit B (CP) Anna Ranch
6. RESOLUTION-(CP) Anna Ranch
7. Exhibit 1 (CP) Anna Ranch
8. Notice Location Map

APPROVALS:

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

Created/Initiated - 8/19/2021
 Approved - 8/19/2021
 Final Approval - 8/20/2021

Rezoning & Concept Plan- Anna Ranch



THE CITY OF

Anna

N

Proposed Site

City Limits

Parcels

ETJ

0 400 800 1,600 Feet

August 2020

CITY OF ANNA

Planning & Zoning Commission

August 2, 2021

Zoning & Concept Plan: Anna Ranch

Applicant: Harland Properties, Inc.

DESCRIPTION:

Conduct a Public Hearing/Consider/Discuss/Action on a recommendation to amend Ordinance No. 323-2007 and rezone 205± acres consisting of multiple tracts of land generally located at the northeast, southeast, and southwest corners of future Leonard Avenue (CR 422) and E Foster Crossing (CR 421) from Planned Development-Single-Family Residence (SF-60)/Restricted Commercial (C-1) with modified development standards to Planned Development-Single-Family Residence (SF-60)/Townhome District (SF-TH)/Multiple-Family Residential – High Density (MF-2)/Restricted Commercial (C-2)/Light Industrial District (I-1) with modified standards.

REMARKS:

A Planned Development (PD) is intended to provide for combining and mixing of uses allowed in various districts with appropriate regulations and to permit flexibility in the use and design of land and buildings in situations where modification of specific provisions of this article is not contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the community. A PD district may be used to permit new and innovative concepts in land utilization. While great flexibility is given to provide special restrictions, which will allow development not otherwise permitted, procedures are established herein to insure against misuse of the increased flexibility.

The subject property is currently undeveloped. A concept plan, Anna Ranch, accompanies this request as Exhibit B.

The applicant is requesting to rezone 205 acres out of an existing 737.3 acre Planned Development (Ord. No 323-2007). The existing zoning allows for SF-60, SF-72, and C-1 zoning with modified development standards. The proposed zoning includes a mixture of industrial zoning, commercial zoning, and residential zoning. The residential zoning districts include the following district types:

- Multiple-Family Residential – High Density (MF-2): A maximum of 31.8± acres
- Townhome District (SF-TH): Maximum of 123 lots (11± acres)

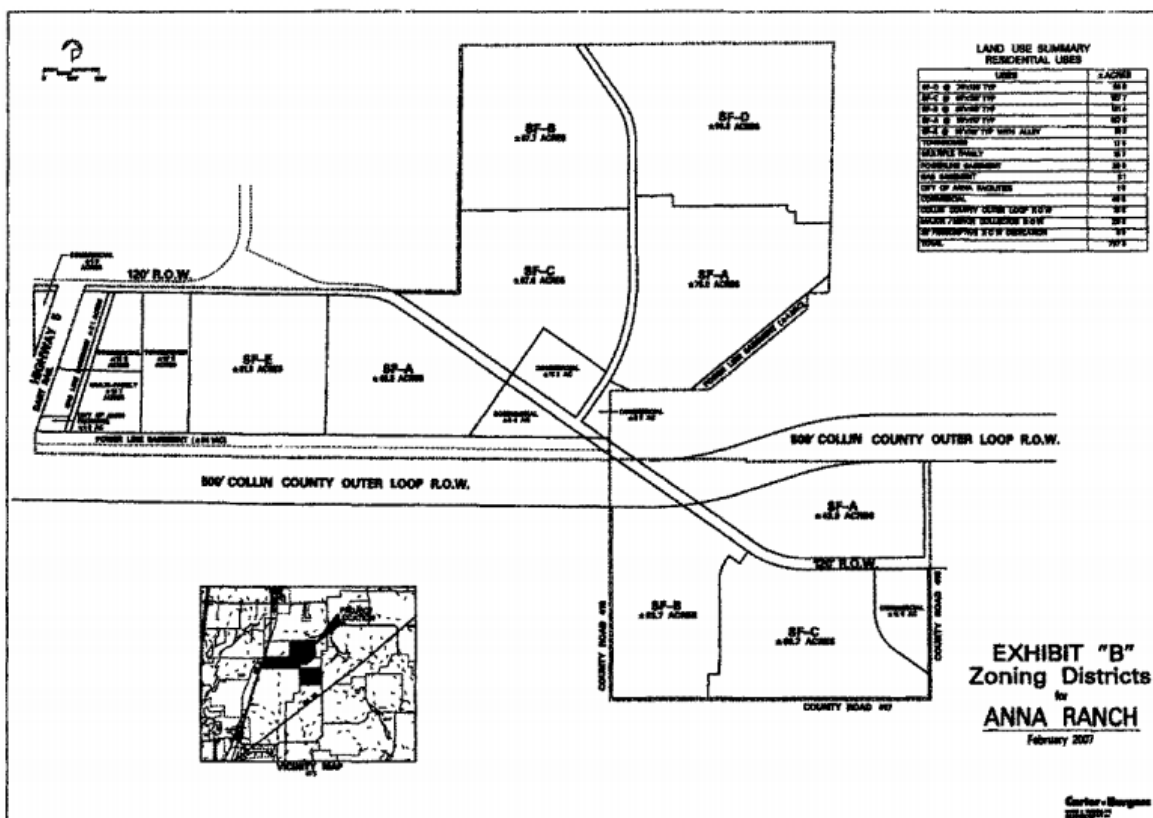
- Single-Family Residence District (SF-60): 176 lots

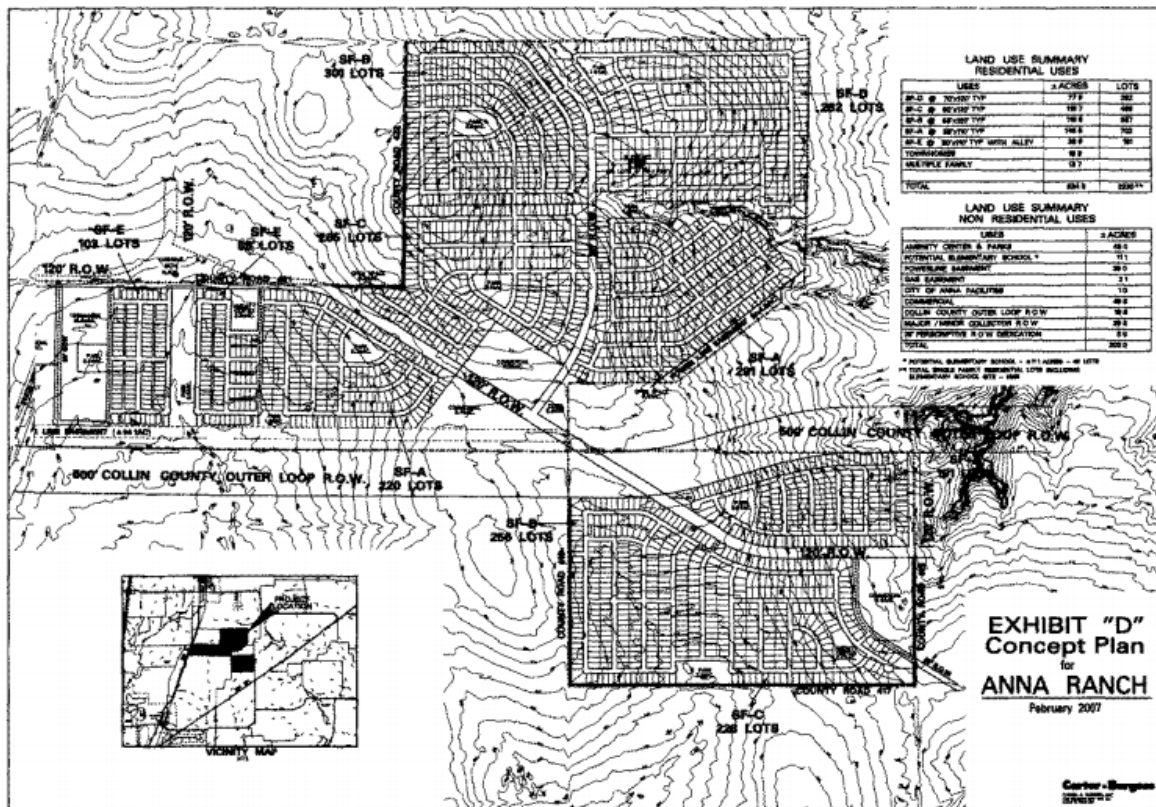
The zoning request proposes a development pattern that aligns with the Master Thoroughfare Plan and provides for a land use transition for development as it moves north of the Collin County Outer loop that is superior to the existing zoning.

History

The current zoning as adopted by Ordinance No. 323-2007 included 737± acres north and south of Collin County Outer Loop. In 2017, an 86± acre tract originally zoned for multiple-family and single-family attached residences was purchased and rezoned by the Anna Economic Development Corporation for the Anna Business Park. Recently, the Final Plat Anna Ranch, Phase 1A, containing 106 residential (6,600+ SF) lots was approved December 8, 2020 and the public improvements are currently under construction.

The images below, labeled Exhibit B Zoning Districts and Exhibit D Concept Plan, illustrate a road layout that does not align with the current road alignments (Leonard Avenue and Foster Crossing).





Surrounding Land Uses and Zoning

North	Single-Family lots in the ETJ north of Foster Crossing (CR 421) and Single-Family Residential (SF-60) zoning (Anna Ranch, Phase 1; Ord. No. 323-2007)
East	Vacant land zoned Planned Development-Single-Family Residential (SF-60) (Ord. No. 323-2007), and on the west side of CR 418 are single-family lots and a concrete batch plant in the ETJ and Light Industrial District (I-1) with Specific Use Permit for permanent concrete batch plant (Ord. No. 843-2020)
South	Collin County Outer Loop
West	Vacant land zoned Planned Development (Anna Business Park, Ord. No. 743-2017)

Conformance with the City of Anna Strategic Plan and Comprehensive Plan

Anna Vision 2036

a. Principle 3: Beautiful Community

- Design standards and development agreements that promote beautiful and "enduring" buildings and commercial areas

- ii. Preserved some natural areas/open space through the community
- b. Principle 5: Great Housing Opportunities
 - i. Diverse housing choices for all family generations
- c. Principle 7: Fun Community for all
 - ii. Connected trails linking Neighbors to parks and other community destinations

City of Anna Goals for 2026

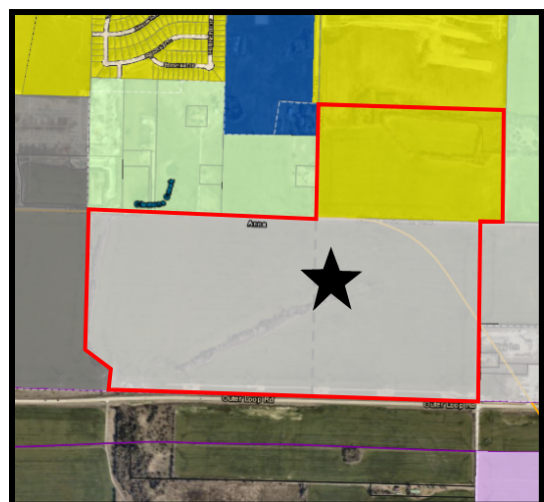
- a. Growing Anna Economy
 - i. Expand the commercial tax base
- b. Sustainable Anna Community Through Planned, Managed Growth
 - i. Manage residential growth
 - ii. Have a diverse range of housing choices available in Anna
- c. Convenient Mobility
 - i. Pedestrian-friendly neighborhoods and school routes with safe crosswalks
 - ii. Travel options: north-south and east-west

Future Land Use Plan

The Future Land Use Plan designates this property as Suburban Living (yellow) and Employment Mix (light grey).

Suburban Living neighborhoods consist predominantly of single-family housing on detached lots. Home sites are located in platted subdivisions with all utilities, residential streets and sidewalks.

Employment Mix includes professional and service uses typically on smaller sized parcels with lower intensities than business campuses. This type of development may support a variety



of occupations, including offices, research and development facilities, medical clinics and business incubators. These uses are typically located with access to arterial thoroughfares, and street frontage of the businesses are appealing and have an increased level of aesthetics and landscaping.

SUMMARY:

Request to amend Ordinance No. 323-2007 and rezone 205± acres consisting of multiple tracts of land generally located at the northeast, southeast, and southwest corners of future Leonard Avenue (CR 422) and E Foster Crossing (CR 421) from Planned Development-Single-Family Residence (SF-60)/Restricted Commercial (C-1) with modified development standards to Planned Development-Single-Family Residence (SF-60)/Townhome District (SF-TH)/Multiple-Family Residential – High Density (MF-2)/Restricted Commercial (C-2)/Light Industrial District (I-1) with modified standards.

The proposed zoning and concept plan are in conformance with the Future Land Use Plan and elements of the City of Anna Strategic Plan and Comprehensive Plan. The proposal includes the following:

- Standards that enhance the perimeters of the single-family residential developments when adjacent to major thoroughfares.
- Identify areas to be preserved and used for community open space.
- Allows for a development that proposes a diverse range of housing choices
- Provides for enhanced sidewalks and sidewalk connections
- Increases the amount of Industrial zoned land within the city

For these reasons, staff is in support of the zoning request.

RECOMMENDATION:

Recommended for approval as follows:

Restrictions:

Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the C-2 General Commercial District (C-2), MF-2 Multiple-Family Residential - High Density (MF-2), SF-60 Single-Family Residence District (SF-60), SF-TH Townhome District (SF-TH), and the Planning and Development Regulations except as otherwise specified herein.

a. I-1 Light Industrial District:

1. Maximum land area: 86.0± acres in general conformance with the location as shown on the approved concept plan

b. C-2 General Commercial District:

1. Maximum land area: 19.4± acres in general conformance with the location as shown on the approved concept plan

c. MF-2 Multiple-Family Residential - High Density

1. Maximum land area: 31.8± acres in general conformance with the location as shown on the approved concept plan.
2. Landscape Buffer: A 60-foot-wide vegetative buffer shall be provided on the north side of the district where adjacent to a single-family residential district. Trees with a 3" minimum caliber shall be planted staggered at 25-foot centers. The 60-foot vegetative buffer shall count as the required "60-foot setback from the adjacent property line for buildings in excess of one story in height".

b. SF-TH Townhome District

1. Minimum lot size: 2,125 square feet
2. Lot area (feet): 2,125 per unit
3. Minimum lot depth: 85 feet
4. Maximum number of lots: 123 lots
5. Front entry off-street parking shall be permitted for SF-TH development

c. Additional Residential Standards: The following items shall be implemented as part of the Single Family Residential and Multiple-Family Residential land area;

1. Park land and public/private facility dedication/construction: In an effort to meet a portion of the required park land dedication requirement; dedication of two tracts of land, as shown on the approved Concept Plan, for the purpose of Neighborhood Parks subject to review by the city's parks advisory board and approval by the City Council prior to Preliminary Plat approval. Said dedication shall be credited toward the overall dedication requirement of one acre per 50 proposed dwelling units.

2. Amenity Center(s)/Pocket Parks:

- A. Two private amenity center facilities shall be provided within the proposed single-family communities. The proposed location and amenities shall be in general conformance with the approved Concept Plan to include but not limited to land area, pools, bathroom facilities, guest parking, and associated improvements.
- B. Within the SF-60 single-family residential development a 0.7± acre pocket park.

3. Landscape setbacks/buffer:

- A. For all single-family zoned properties (SF-60 and SF-TH), a minimum 30-foot-wide common area lot shall be required adjacent to all sides of Major Collectors (greater than 60-foot ROW). The common area lots are to be owned and maintained by the homeowners' associated
- B. 15-foot-wide common area lots shall be required adjacent to the north/south ROW that traverses the SF-60 single-family residential development as shown on the approved Concept Plan. The common area shall be planted with one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per 40 linear feet, or portion thereof, of street frontage. The common area lots are to be owned and maintained by the homeowners' associated

4. Fencing:

- A. Rear and/or side yards of single-family residential lots adjacent to the 30-foot common area lot along Leonard Avenue and CR 421 (future Foster Crossing Road) shall have fencing consisting of an 8-foot-tall cedar fence of uniform design with masonry columns at no less than 50-foot intervals. The fence shall be owned and maintained by the single-family development HOA.
- B. Common area lots adjacent to the 30-foot common area lot shall have ornamental metal fence, such as wrought iron or tubular steel, with masonry columns at no less than 50-foot intervals. The fence shall be owned and maintained by the single-family development HOA.

- C. Wood fencing of a uniform design shall be constructed along the side lot lines of homes adjacent to the 15-foot wide common area lots located adjacent to the north/south ROW that traverses through the SF-60 single-family residential development as shown on the approved Concept Plan. The fence shall be owned and maintained by the single-family development HOA.
- D. Wood fencing of a uniform design shall be constructed along the side lot lines of home located along the Leonard Avenue entrance into the SF-60 single-family residential development as shown on the approved Concept Plan. The fence shall be owned and maintained by the single-family development HOA.
- E. Ornamental metal fences, such as wrought iron or tubular steel shall be constructed along the rear and/or side yard of any residential lot abutting and/or adjacent to open space/common area lot not referenced above. The fencing shall be owned and maintained by the single-family development HOA.
- F. All other fencing constructed between residences can be wood. All wood fencing shall be at least six feet in height. Wood fencing shall be stained and sealed. Plastic and chain link fencing is prohibited.

5. Sidewalks:

- A. Construction of an 8-foot hike and bike trail along the entire frontage of Leonard Avenue and County Road 421 (future Foster Crossing).
- B. Construction of a 6-foot-wide sidewalks traversing north/south through the SF-60 single family residential zoned property as shown on the approved Concept Plan.
- C. The City of Anna will be responsible for maintain only those portions of the hike and bike trail or sidewalks that are located within or within close proximity to the ROW.

CITY OF ANNA, TEXAS

(Property rezoned under this ordinance is generally located generally located at the northeast, southeast, and southwest corners of future Leonard Avenue (CR 422) and E Foster Crossing (CR 421))

ORDINANCE NO. _____

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

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

WHEREAS, the City has received a requested zoning amendment to a Planned Development (Ordinance No. 323-2007) on Property described in Exhibit A ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said zoning for Property generally located at the northeast, southeast, and southwest corners of future Leonard Avenue (CR 422) and E Foster Crossing (CR 421) is being rezoned from Planned Development-Single-Family Residence (SF-60)/Restricted Commercial (C-1) to Planned Development-Single-Family Residence (SF-60)/Townhome District (SF-TH)/Multiple-Family Residential – High Density (MF-2)/Restricted Commercial (C-2)/Light Industrial District (I-1) with modified standards on 205.0± acres; and

WHEREAS, the Planning and Zoning Commission of the City and the City Council of the City of Anna ("City Council") have given the requisite notices by publication and otherwise and have held the public hearings as required by law and afforded a full and fair hearing to all property owners and generally to all persons interested in and situated in the affected area and in the vicinity thereof, the City Council has concluded that the Zoning Ordinance of the City should be amended as set forth below.

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

Section 1. Recitals Incorporated

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

Section 2. **Zoning Change**

The Anna City Code of Ordinances (the “Anna Code”) are hereby amended by changing the zoning to create a new zoning, as depicted in the Concept Plan on the attached Exhibit 2.

1. Purpose.

The purpose of this Planned Development District is to facilitate the development of high-quality development east of State Highway 5 along the northside of the Collin County outer loop to accommodate those uses that are of city-wide and regional significance. Within this District are permitted industrial, retail, service, office uses, and residential uses.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City’s Zoning Ordinance shall apply.

3. Development Standards.

Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the I-1 Light Industrial (I-1), C-2 General Commercial District (C-2), MF-2 Multiple-Family Residential - High Density (MF-2), SF-60 Single-Family Residence District (SF-60), SF-TH Townhome District (SF-TH), and the Planning and Development Regulations except as otherwise specified herein.

- a. I-1 Light Industrial District: Maximum land area: 86.0± acres in general conformance with the location as shown on the approved concept plan
- b. C-2 General Commercial District Property. Maximum land area: 19.4± acres in general conformance with the location as shown on the approved concept plan
- c. MF-2 Multiple-Family Residential - High Density
 - i. Maximum land area: 31.8± acres in general conformance with the location as shown on the approved concept plan.
 - ii. Landscape Buffer: A 60-foot-wide vegetative buffer shall be provided on the north side of the district where adjacent to a single-family residential district. Trees with a 3” minimum caliber shall be planted staggered at 25-foot centers. The 60-foot vegetative buffer shall count as the required “60-foot setback from the adjacent property line for buildings in excess of one story in height”.
- d. SF-TH Townhome District
 - i. Minimum lot size: 2,125 square feet

- ii. Lot area (feet): 2,125 per unit
 - iii. Minimum lot depth: 85 feet
 - iv. Maximum number of lots: 123 lots
 - v. Front entry off-street parking shall be permitted for SF-TH development
- e. Additional Residential Standards: The following items shall be implemented as part of the Single Family Residential and Multiple-Family Residential land area;
- i. Park land and public/private facility dedication/construction: In an effort to meet a portion of the required park land dedication requirement; dedication of two tracts of land, as shown on the approved Concept Plan, for the purpose of Neighborhood Parks subject to review by the city's parks advisory board and approval by the City Council prior to Preliminary Plat approval. Said dedication shall be credited toward the overall dedication requirement of one acre per 50 proposed dwelling units.
 - ii. Amenity Center(s)/Pocket Parks:
 - 1. Two private amenity center facilities shall be provided within the proposed single-family communities. The proposed location and amenities shall be in general conformance with the approved Concept Plan to include but not limited to land area, pools, bathroom facilities, guest parking, and associated improvements.
 - 2. Within the SF-60 single-family residential development a 0.7± acre pocket park.
 - iii. Landscape setbacks/buffer:
 - 1. For all single-family zoned properties (SF-60 and SF-TH), a minimum 30-foot-wide common area lot shall be required adjacent to all sides of Major Collectors (greater than 60-feet ROW). The common area lots are to be owned and maintained by the homeowners' associated
 - 2. 15-foot-wide common area lots shall be required adjacent to the north/south ROW that traverses the SF-60 single-family residential development as shown on the approved Concept Plan. The common area shall be planted with one large tree (minimum of three-inch caliper and seven feet high at the time of planting) per 40 linear feet, or portion thereof, of street frontage. The common area lots are to be owned and maintained by the homeowners' associated

iv. Fencing:

1. Rear and/or side yards of single-family residential lots adjacent to the 30-foot common area lot along Leonard Avenue and CR 421 (future Foster Crossing Road) shall have fencing consisting of an 8-foot-tall cedar fence of uniform design with masonry columns at no less than 50-foot intervals. The fence shall be owned and maintained by the single-family development HOA.
2. Common area lots adjacent to the 30-foot common area lot shall have ornamental metal fence, such as wrought iron or tubular steel, with masonry columns at no less than 50-foot intervals. The fence shall be owned and maintained by the single-family development HOA.
3. Wood fencing of a uniform design shall be constructed along the side lot lines of homes adjacent to the 15-foot-wide common area lots located adjacent to the north/south ROW that traverses through the SF-60 single-family residential development as shown on the approved Concept Plan. The fence shall be owned and maintained by the single-family development HOA.
4. Wood fencing of a uniform design shall be constructed along the side lot lines of home located along the Leonard Avenue entrance into the SF-60 single-family residential development as shown on the approved Concept Plan. The fence shall be owned and maintained by the single-family development HOA.
5. Ornamental metal fences, such as wrought iron or tubular steel shall be constructed along the rear and/or side yard of any residential lot abutting and/or adjacent to open space/common area lot not referenced above. The fencing shall be owned and maintained by the single-family development HOA.
6. All other fencing constructed between residences can be wood. All wood fencing shall be at least six feet in height. Wood fencing shall be stained and sealed. Plastic and chain link fencing is prohibited.

v. Sidewalks:

1. Construction of an 8-foot hike and bike trail along the entire frontage of Leonard Avenue and County Road 421 (future Foster Crossing).
2. Construction of a 6-foot-wide sidewalks traversing north/south through the SF-60 single family residential zoned property as shown on the approved Concept Plan.

3. The City of Anna will be responsible for maintain only those portions of the hike and bike trail or sidewalks that are located within or within close proximity to the ROW.

Section 3. **Official Zoning Map**

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. **Savings, Repealing and Severability Clauses**

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

Section 5. **Penalty**

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

Section 6. **Publication of the Caption and Effective Date**

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

PASSED by the City Council of the City of Anna, Texas this 24th day of August 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

ZONING DESCRIPTION
205.450 ACRES

BEING A 205.450 ACRE TRACT OF LAND SITUATED IN THE GRANDERSON STARK SURVEY, ABSTRACT NO. 798 AND THE DAVID E.W. BABB SURVEY ABSTRACT NO. 33, CITY OF ANNA, COLLIN COUNTY, TEXAS, AND BEING PART OF A 360.545 ACRE TRACT OF LAND, CONVEYED TO HARLAN PROPERTIES, INC. BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 20121228001650300 OFFICIAL PUBLIC RECORDS, COLLIN, TEXAS, SAID 205.450 ACRE TRACT, WITH BEARING BASIS BEING THE MONUMNETED NORTH LINE OF SAID 360.545 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF A 69.551 ACRE TRACT OF LAND CONVEYED TO GEHAN HOMES, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. 20201012001765080, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, SAID POINT BEING ON THE EAST LINE OF SAID 360.545 ACRE TRACT;

THENCE, ALONG THE EAST LINE OF SAID 360.545 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 711.12 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 89 DEGREES 52 MINUTES 49 SECONDS WEST, A DISTANCE OF 233.51 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 00 MINUTES 57 SECONDS EAST, A DISTANCE OF 1038.95 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 00 DEGREES 10 MINUTES 54 SECONDS EAST, A DISTANCE OF 742.74 FEET TO A "X" CUT IN CONCRETE FOUND FOR CORNER ON THE NORTH LINE OF THE COLLIN COUNTY TOLL ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, ALONG THE SOUTH LINE OF SAID 360.545 ACRE TRACT AND THE NORTH LINE OF SAID COLLIN COUNTY TOLL ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 28 MINUTES 57 SECONDS WEST, A DISTANCE OF 1380.35 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 89 DEGREES 39 MINUTES 07 SECONDS WEST, A DISTANCE OF 2076.95 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 89 DEGREES 04 MINUTES 37 SECONDS WEST, A DISTANCE OF 224.40 FEET TO A POINT FOR THE SOUTHEAST CORNER OF AN 85.571 ACRE TRACT OF LAND CONVEYED BY DEED TO ANNA ECONOMIC DEVELOPMENT CORPORATION RECORDED IN COUNTY CLERK'S FILE NO. 2017013000004800, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 360.545 ACRE TRACT AND ALONG THE EAST LINE OF SAID 85.571 ACRES, THE FOLLOWING COURSES AND DISTANCES:

NORTH 00 DEGREES 55 MINUTES 23 SECONDS EAST, A DISTANCE OF 224.40 FEET TO A POINT FOR CORNER;

NORTH 55 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 316.51 FEET TO A POINT FOR CORNER;

NORTH 00 DEGREES 48 MINUTES 29 SECONDS EAST, A DISTANCE OF 1346.23 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 33 MINUTES 53 SECONDS WEST, A DISTANCE OF 61.85 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 85.271 ACRE TRACT AND BEING ON THE NORTH LINE OF SAID 360.545 ACRE TRACT;

THENCE, SOUTH 89 DEGREES 11 MINUTES 32 SECONDS EAST, ALONG SAID NORTH LINE OF SAID 360.545 ACRE TRACT, A DISTANCE OF 346.26 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE, SOUTH 89 DEGREES 01 MINUTES 26 SECONDS EAST, CONTINUING ALONG SAID NORTH LINE OF SAID 360.545 ACRE TRACT, A DISTANCE OF 1933.03 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE, NORTH 00 DEGREES 31 MINUTES 59 SECONDS EAST, ALONG THE WEST LINE OF SAID 360.545 ACRE TRACT, A DISTANCE OF 811.24 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE, NORTH 00 DEGREES 29 MINUTES 40 SECONDS EAST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 330.28 FEET TO AN "X" CUT IN CONCRETE FOR THE SOUTHWEST CORNER OF AFORESAID 69.511 ACRE TRACT;

THENCE, OVER AND ACROSS SAID 360.545 ACRE TRACT AND ALONG THE SOUTH LINE OF SAID 69.511 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 30 MINUTES 20 SECONDS EAST, A DISTANCE OF 70.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA" SET FOR CORNER;

SOUTH 88 DEGREES 37 MINUTES 13 SECONDS EAST, A DISTANCE OF 931.67 FEET TO A POINT FOR CORNER;

SOUTH 75 DEGREES 21 MINUTES 13 SECONDS EAST, A DISTANCE OF 60.15 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 33 MINUTES 23 SECONDS EAST, A DISTANCE OF 162.66 FEET TO A POINT FOR CORNER;

SOUTH 74 DEGREES 06 MINUTES 47 SECONDS EAST, A DISTANCE OF 57.51 FEET TO A POINT FOR CORNER;

SOUTH 76 DEGREES 06 MINUTES 42 SECONDS EAST, A DISTANCE OF 58.46 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 11 MINUTES 56 SECONDS EAST, A DISTANCE OF 58.46 FEET TO A POINT FOR CORNER;

SOUTH 80 DEGREES 17 MINUTES 09 SECONDS EAST, A DISTANCE OF 58.46 FEET TO A POINT FOR CORNER;

SOUTH 82 DEGREES 22 MINUTES 22 SECONDS EAST, A DISTANCE OF 58.46 FEET TO A POINT FOR CORNER;

SOUTH 84 DEGREES 12 MINUTES 16 SECONDS EAST, A DISTANCE OF 58.47 FEET TO A POINT FOR CORNER;

SOUTH 85 DEGREES 49 MINUTES 43 SECONDS EAST, A DISTANCE OF 18.21 FEET TO A POINT FOR CORNER;

SOUTH 35 DEGREES 27 MINUTES 23 SECONDS EAST, A DISTANCE OF 127.76 FEET TO A POINT FOR CORNER;

SOUTH 00 DEGREES 30 MINUTES 17 SECONDS WEST, A DISTANCE OF 192.93 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA" SET FOR CORNER;

SOUTH 89 DEGREES 29 MINUTES 43 SECONDS EAST, A DISTANCE OF 230.49 FEET THE **POINT OF BEGINNING** AND CONTAINING 205.450 ACRES LAND, MORE OR LESS.

Michael J. Baitup

Michael J. Baitup, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 4574
LJA Surveying, Inc.
6060 North Central Expressway, Suite 400
Dallas, Texas 75206
469-484-0778

July 6, 2021



TBPLS Firm No. 10194465

A map showing the location of the Anna Ranch site. The site is highlighted in red. A label 'ANNA RANCH SITE' with an arrow points to the red area. A label 'PACIFIC RAILROAD' is shown along a line representing the railroad tracks.

PD-C ZONING
ANNA ECONOMIC DEVELOPMENT CORPORATION

PRICE ROBERT W

EXISTING COUNTY ROAD 421
80' ROW

30' BUFFER WITH 8' TRAIL

POCKET PARK 0.4 AC.

PARKLAND DEDICATION +/-6 ACRE

PD-R ZONING
LINDO APPAREL INC. & 335 VALLEY TWO INC.

ANNA CITY LIMITS

REDI-MIX LLC
CLAY LANE

I-1 (SUP) ZONING
R&R OWENS PROPERTIES LTD

PROPOSED LEONARD AVE 120' ROW

EXISTING COUNTY ROAD 418

EXISTING COUNTY ROAD 421
80' ROW

30' BUFFER WITH 8' TRAIL

TRANSMISSION EASEMENT

MF-2
±31.8 ACRES
(DENSITY TO BE NO MORE THAN 20 UNITS/ACRE,
THE PARK/OPEN SPACE DEDICATION PER CITY REQUIREMENTS)
HARLAN PROPERTIES INC.

C-2
±19.4 acres
HARLAN PROPERTIES INC.

I-1
±86.0 acres
HARLAN PROPERTIES INC.

CATEGORY 2	POINTS AVAILABLE	POINTS PROVIDED
OPEN SPACE AT THE TERMINUS	1/2 LOT = 1 1 LOT = 2	2
INTERNAL PARKING SPACES	2	2
UPGRADED POOLS AND AMENITY CENTERS	2	2
DOG PARK (MIN 3 ACRES)	8	8
WALKING TRAIL (MIN. 8 FT, 1 BENCH & 1 TRASH CAN PER 1,000 FT)	2	2
ADDITIONAL BENCH&TRASH CAN IN COMMON AREAS	1	1
SUBTOTAL	15 MAX	17

PRELIMINARY LOT COUNT TABLE		
RESIDENTIAL TYPE		SUBTOTAL
	25' x 85' (TH)	123
	50' x 120'	176
TOTAL LOT		299

VISITOR PARKING AT TOWNHOMES	
*REQUIRED TH VISITOR PARKING SPACE	31
PROVIDED TH VISITOR PARKING SPACE	34

OPENSOURCE /PARKLAND		
SF & TH	**PARKLAND REQUIRED (ACRE)	6.0
	PARKLAND PROVIDED (ACRE)	5.0
MF-2	**PARKLAND REQUIRED (ACRE)	MAX 12.7
	PARKLAND PROVIDED (ACRE)	6.0

CITY OF ANNA REQUIREMENTS

*0.25 VISITOR PARKING PER MULTIFAMILY DWELLING UNITS EVENLY DISPERSED

**ONE ACRE OF LAND FOR EACH 50 PROPOSED MULTIFAMILY OR SINGLE FAMILY DWELLING UNITS

<u>LAND PLANNING</u>	<u>CIVIL ENGINEER</u>	<u>OWNER/ DEVELOPER</u>
LJA ENGINEERING	LJA ENGINEERING	SUMEER HOMES, INC.
2150 S CENTRAL EXPRESSWAY, SUITE 380, MCKINNEY, TEXAS, 75070	6080 N CENTRAL EXPRESSWAY, SUITE 400, DALLAS, TEXAS, 75206	2404 TEXAS DRIVE SUITE 103 IRVING, TEXAS 75062
214.620.2800	469.621.0710	(972) 659-0655

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CITY OF ANNA, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A
CONCEPT PLAN FOR ANNA RANCH.**

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, Harlan Properties, Inc., has submitted an application for the approval of the Concept Plan for Anna Ranch; and

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

Section 1. Recitals Incorporated.

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

Section 2. Approval of Revised Concept Plan

The City Council hereby approves the Concept Plan for Anna Ranch attached hereto as Exhibit 1.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 24th day of August 2021.

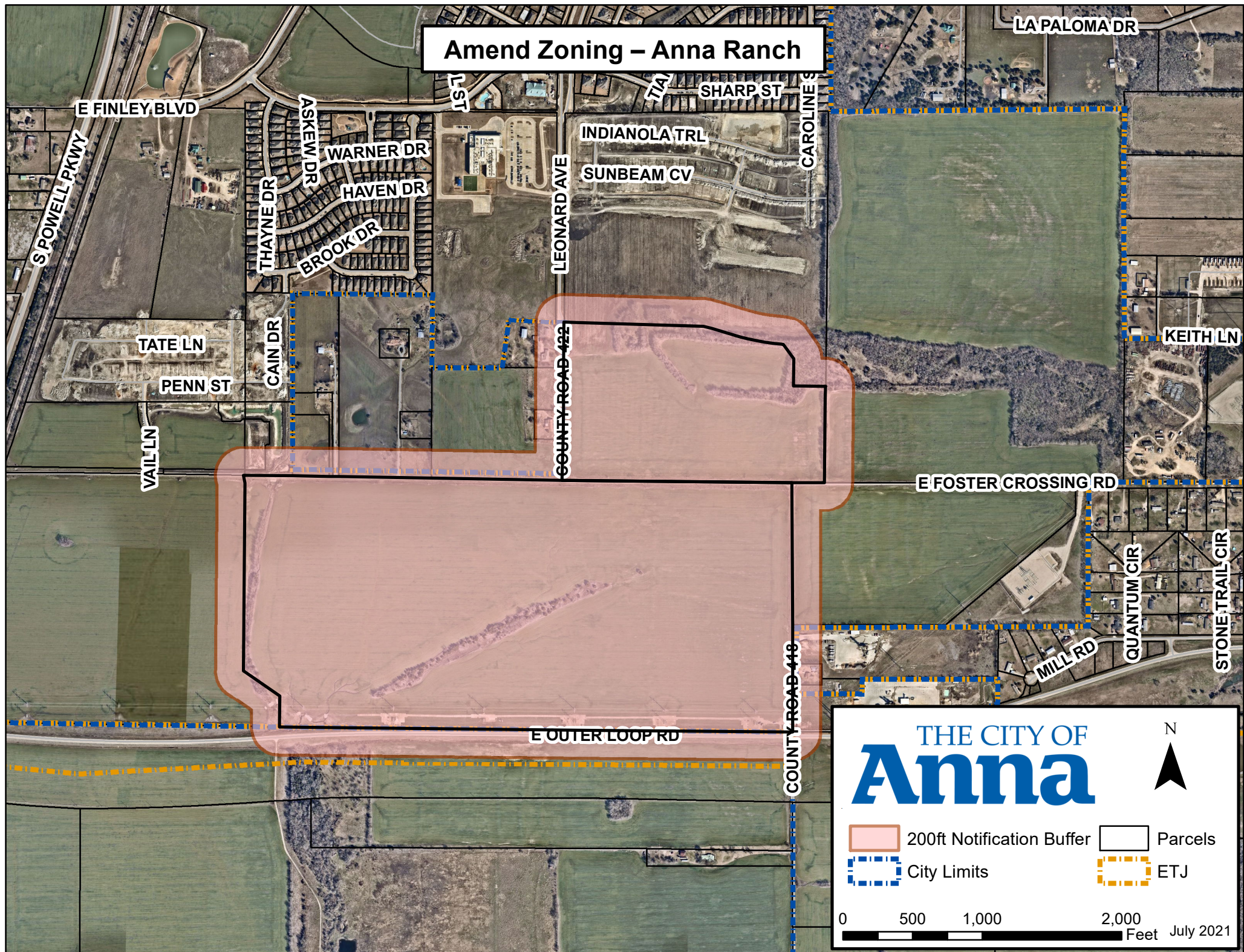
ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

Amend Zoning – Anna Ranch



THE CITY OF
Anna

N



200ft Notification Buffer

City Limits

ETJ

Parcels

0 500 1,000 2,000 Feet



Item No. 7.I.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Ross Altobelli

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 to create new residential zoning districts and associated area regulations. (Director of Development Services Ross Altobelli)

SUMMARY:

One of the City Council's Top Priority items under Goal 2 (Sustainable Anna Community Through Planned Managed Growth).

- ***Executive/Large Homes on Large Lots Development Strategy: Outcomes, Report Direction and City Actions.***

The objective of this action item is to increase executive/large homes on large lot developments with amenities which will lead to diversifying the range of housing choices and lot sizes available in the City of Anna.

The City of Anna currently has 7 single-family residential districts. The lot sizes of these range from 4,500 square feet to 1 acre (43,560 square feet). However, there are no districts with minimum lot size requirements between 8,400 square feet and 43,560 square feet.

To increase the variety of lot sizes, staff is requesting the Commission consider the adoption of four (4) new residential zoning districts. These districts would generally be located east of State Highway 5 and west of U.S. Highway 75. Below is a table identifying the area regulations of each.

Lot Size (Square feet)	Min. Lot Width	Min. Lot Depth	*Front Bldg. Setback	Min. Side Yard	Rear Yard	Lot Coverage	Min. Bldg. Size
20,000	100'	150'	30'	10'	30'	35%	2,500
14,500	90'	135'	30'	9'	25'	35%	2,200
12,000	80'	130'	30'	8'	25'	40%	2,200

10,500	80'	120'	25'	8'	25'	40%	2,200
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** Attached or detached garages shall not face any street. If facing the street, the garage face shall be setback a minimum of 40' from the front property boundary.*

Each of the new residential districts will require a minimum lot width of 80' or greater.

The lot width increase will allow for the necessary area to construct a variety type of J swing garage style homes (garages that do not face the R.O.W.). This design feature is known to reduce the amount of congestion on neighborhood streets due to the ability of driveways to accommodate a minimum of 4 vehicles, not including two enclosed garage spaces. Additionally, some J swing designs create greater separation between residential homes, enhancing privacy, which also creates additional on-street parking in front of the residence to accommodate visitors.

The proposed amendments to the Zoning Ordinance will specifically address the number 1 Objective under Goal #2 Sustainable Anna Community Through Planned Managed Growth of the Strategic Plan: ***Increase executive/large homes on large lot developments with amenities.***

At their Monday, August 2, 2021 meeting, the Planning & Zoning Commission recommended approval. *Please refer to the attached staff report for additional project information.*

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 submitted

ATTACHMENTS:

1. PZ - STAFF REPORT - Ord. Amendments (new residential districts)
2. Exhibit A - 9 city comparison spreadsheet
3. Ordinance - new residential districts

APPROVALS:

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

Created/Initiated - 8/19/2021
Final Approval - 8/20/2021

CITY OF ANNA
PLANNING & ZONING COMMISSION

August 2, 2021

Agenda Item: Text Amendments

DESCRIPTION:

Conduct a Public Hearing/Consider/Discuss/Action on a recommendation regarding an amendment to Article 9.04 (Zoning Ordinance) to create new residential zoning district and associated area regulations.

REMARKS:

On July 6, 2021, Planning staff presented a Discussion & Direction item to the Planning & Zoning Commission seeking guidance in creating new residential zoning districts in order to address one of the City Councils Top Priority items under Goal 2 (Sustainable Anna Community Through Planned Managed Growth).

- ***Executive/Large Homes on Large Lots Development Strategy: Outcomes, Report Direction and City Actions.***

The objective of this action item is to increase executive/large homes on large lot developments with amenities which will lead to diversifying the range of housing choices and lot size available in the City of Anna.

At this meeting the Commission expressed support for the new residential zoning districts and area regulations and called the public hearing.

ISSUES:

Development Form

To better understand existing development patterns within the City of Anna staff mapped lot area data of all existing platted residential lots. Based on this data over 72% of all residential lots platted (9,513 lots) within the City limits are less than 8,000 square feet.

- Up to 5,999 square feet = 14%
- 6,000 – 6,999 square feet = 29.2%
- 7,000 – 7,999 square feet = 29.4%

Residential Lot Area Requirements

The City of Anna currently has 7 single-family residential districts. The lot sizes of these range from 4,500 square feet to 1 acre (43,560 square feet) however there are no districts with minimum lot size requirements between 8,400 and 43,560.

Market basket research

Staff reviewed and compared the City of Anna's Residential Zoning District Area Regulations against other cities within Collin County (Exhibit A) that are facing similar residential development pressures. Staff also included two larger cities that have successfully navigated the pressures of residential development. Specific areas analyzed were minimum lot size, width, depth, setbacks, lot coverage, and building size requirements. Below is a complete list of the cities reviewed.

- Princeton
- Prosper
- Melissa
- Wylie
- Sachse
- Celina (Form Base Code)
- Frisco
- Plano

Based on simple comparison the City of Anna's adopted residential district area regulations allow for the densest form of development of any of the communities identified include Plano and Frisco.

New Residential District

To increase the variety of lot sizes staff is requesting the Commission consider the adoption of four (4) new residential zoning districts. These districts would generally be located east of the State Highway 5 and west of U.S. Highway 75. Below is a table identifying the area regulations of each.

Lot Size (Square feet)	Min. Lot Width	Min. Lot Depth	*Front Bldg. Setback	Min. Side Yard	Rear Yard	Lot Coverage	Min. Bldg. Size
20,000	100'	150'	30'	10'	30'	35%	2,500
14,500	90'	135'	30'	9'	25'	35%	2,200
12,000	80'	130'	30'	8'	25'	40%	2,200
10,500	80'	120'	25'	8'	25'	40%	2,200
<i>* Attached or detached garages shall not face any street. If facing street, the garage face shall be setback a minimum of 40' from the front property boundary.</i>							

Minimum lot width

Each of the new residential districts will require a minimum lot width of 80' or greater. The lot width increase will allow for the necessary area to construct a variety type of J swing garage style homes (garages that do not face the R.O.W.). This design feature is known to reduce the amount of congestion on neighborhood streets due to the ability of driveways to accommodate a minimum of 4 vehicles not including two enclosed garage spaces. Additionally, some J swing designs create greater separation between residential homes enhancing privacy which also creates additional on-street parking in-front of the residence to accommodate visitors.

If a housing product is proposed that do not incorporate a J swing design the minimum setback from the face of the garage to the front lot line shall be 40 feet. This increased setback will provide the necessary length to accommodate 4 vehicles not including the two enclosed garage spaces.

SUMMARY:

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 proposed amendments to the Zoning Ordinance will specifically address the number 1 Objective under Goal #2 Sustainable Anna Community Through Planned Managed Growth of the Strategic Plan: ***Increase executive/large homes on large lot developments with amenities.***

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

District means a portion of the territory of the city within which certain uniform regulations and requirements or various combinations thereof apply under the provisions of this article. The term "residential district" means any SF-E, SF-20, SF-14.5, SF-12.0, SF-10.5, SF-1, SF-84, SF-72, SF-60, SF-2, SF-Z, SF-TH, MH, [TF,] or MF district; the term "commercial district" means any C-1, NC, C-2, C-3, or O-1 district.

Sec. 9.04.005 General provisions

(a) Establishment of districts. For the purpose of this article, the city is hereby divided into districts as follows:

AG	Agricultural District
SF-E	Single-Family Residential - Large Lot
<u>SF-20.5</u>	<u>Single-Family Residential District - 20.</u>
<u>SF-14.5</u>	<u>Single-Family Residential District - 14.5</u>

<u>SF-12.0</u>	<u>Single-Family Residential District - 12.0</u>
<u>SF-10.5</u>	<u>Single-Family Residential District - 10.5</u>
SF-1	Single-Family Residential
SF-84	Single-Family Residential District - 84
SF-72	Single-Family Residential District - 72
SF-60	Single-Family Residential District - 60
SF-Z	Single-Family Residential District - Zero Lot Line Homes
SF-TH	Single-Family Residential District - Townhomes
MH-1	Manufactured Home District
MH-2	Manufactured Home Park District
TF	Two-Family Residential
MF-1	Multiple-Family Residential - Low Density
MF-2	Multiple-Family Residential - High Density
C-1	Restricted Commercial
C-2	General Commercial
NC	Neighborhood Convenience District
CBRD	Central Business Redevelopment District
C-3	Planned Center District
O-1	Office District
I-1	Light Industrial District
I-2	Heavy Industrial District
PD	Planned Development District
THOR	Thoroughfare Overlay District
F-B	Food and Beverage Overlay District

Sec. 9.04.009A SF-20.0 Single-Family Residence District

(a) General purpose and description. The SF-20.0 Single-Family Residential District is designed to accommodate a wider single-family residential development lot design on roughly 1/2 acre lots. The district can be appropriately located in proximity to agricultural and single-family residential uses.

(b) Permitted uses. A building or premises in a SF-20.0 district shall be used only for the purposes as listed in appendix 2 of this article.

(c) Permitted specific uses. The following specific uses shall be permitted in a SF-20.0 district, when granted in accordance with section 9.04.036 of this article:

(1) Public, parochial, and private schools and colleges offering courses of general instruction and including convents, monasteries, dormitories, and other related living structures when located on the same site as the school or college.

(2) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a substantial structure.

(3) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this article for dwellings and have a landscaped or masonry barrier on all sides. Buildings shall conform to all space limits of this zone and shall be of such exterior design as to harmonize with nearby properties.

(4) Public and quasi-public buildings for cultural use.

(5) Country clubs as defined herein.

(6) Uses as listed in appendix 2 of this article.

(d) Height and area regulations. See appendix 1 (area, setback, height, and coverage regulations).

(e) Parking regulations. Two enclosed spaces behind the front yard line for single-family dwelling units and HUD-code manufactured homes. Other off-street parking regulations are set forth in section 9.04.037.

(f) Permitted accessory uses.

(1) Home occupations.

(2) Private garages and parking areas.

(3) Private swimming pools exclusively for the use of residents of the premises and their nonpaying guests.

(g) Signs. Signs in this district shall comply with the requirements of the city sign ordinance (as amended).

Sec. 9.04.009B SF-14.5 Single-Family Residence District

(a) General purpose and description. The SF-14.5 Single-Family Residential District is designed to accommodate a wider single-family residential development design on roughly 1/3 acre lots. The district can be appropriately located in proximity to agricultural and single-family residential uses.

(b) Permitted uses. A building or premises in a SF-14.5 district shall be used only for the purposes as listed in appendix 2 of this article.

(c) Permitted specific uses. The following specific uses shall be permitted in a SF-14.5 district, when granted in accordance with section 9.04.036 of this article:

(1) Public, parochial, and private schools and colleges offering courses of general instruction and including convents, monasteries, dormitories, and other related living structures when located on the same site as the school or college.

(2) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a substantial structure.

(3) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this article for dwellings and have a landscaped or masonry barrier on all sides. Buildings shall conform to all space limits of this zone and shall be of such exterior design as to harmonize with nearby properties.

(4) Public and quasi-public buildings for cultural use.

(5) Country clubs as defined herein.

(6) Uses as listed in appendix 2 of this article.

(d) Height and area regulations. See appendix 1 (area, setback, height, and coverage regulations).

(e) Parking regulations. Two enclosed spaces behind the front yard line for single-family dwelling units and HUD-code manufactured homes. Other off-street parking regulations are set forth in section 9.04.037.

(f) Permitted accessory uses.

(1) Home occupations.

(2) Private garages and parking areas.

(3) Private swimming pools exclusively for the use of residents of the premises and their nonpaying guests.

(g) Signs. Signs in this district shall comply with the requirements of the city sign ordinance (as amended).

Sec. 9.04.009C SF-12.0 Single-Family Residence District

(a) General purpose and description. The SF-12.0 Single-Family Residential District is designed to accommodate single-family residential development on roughly 1/4 acre lots. The district can be appropriately located in proximity to agricultural and single-family residential uses.

(b) Permitted uses. A building or premises in a SF-20.0 district shall be used only for the purposes as listed in appendix 2 of this article.

(c) Permitted specific uses. The following specific uses shall be permitted in a SF-20.0 district, when granted in accordance with section 9.04.036 of this article:

(1) Public, parochial, and private schools and colleges offering courses of general instruction and including convents, monasteries, dormitories, and other related living structures when located on the same site as the school or college.

(2) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a substantial structure.

(3) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this article for dwellings and have a landscaped or masonry barrier on all sides. Buildings shall conform to all space limits of this zone and shall be of such exterior design as to harmonize with nearby properties.

(4) Public and quasi-public buildings for cultural use.

(5) Country clubs as defined herein.

(6) Uses as listed in appendix 2 of this article.

(d) Height and area regulations. See appendix 1 (area, setback, height, and coverage regulations).

(e) Parking regulations. Two enclosed spaces behind the front yard line for single-family dwelling units and HUD-code manufactured homes. Other off-street parking regulations are set forth in section 9.04.037.

(f) Permitted accessory uses.

(1) Home occupations.

(2) Private garages and parking areas.

(3) Private swimming pools exclusively for the use of residents of the premises and their nonpaying guests.

(g) Signs. Signs in this district shall comply with the requirements of the city sign ordinance (as amended).

Sec. 9.04.009D SF-10.0 Single-Family Residence District

(a) General purpose and description. The SF-10.0 Single-Family Residential District is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located in proximity to agricultural and single-family residential uses.

(b) Permitted uses. A building or premises in a SF-10.0 district shall be used only for the purposes as listed in appendix 2 of this article.

(c) Permitted specific uses. The following specific uses shall be permitted in a SF-10.0 district, when granted in accordance with section 9.04.036 of this article:

(1) Public, parochial, and private schools and colleges offering courses of general instruction and including convents, monasteries, dormitories, and other related living structures when located on the same site as the school or college.

(2) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a substantial structure.

(3) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this article for dwellings and have a landscaped or masonry barrier on all sides. Buildings shall conform to all space limits of this zone and shall be of such exterior design as to harmonize with nearby properties.

(4) Public and quasi-public buildings for cultural use.

(5) Country clubs as defined herein.

(6) Uses as listed in appendix 2 of this article.

(d) Height and area regulations. See appendix 1 (area, setback, height, and coverage regulations).

(e) Parking regulations. Two enclosed spaces behind the front yard line for single-family dwelling units and HUD-code manufactured homes. Other off-street parking regulations are set forth in section 9.04.037.

(f) Permitted accessory uses.

(1) Home occupations.

(2) Private garages and parking areas.

(3) Private swimming pools exclusively for the use of residents of the premises and their nonpaying guests.

(g) Signs. Signs in this district shall comply with the requirements of the city sign ordinance (as amended).

Sec. 9.04.033 Special uses

(c) Radio, television, and microwave towers.

(4) Specific requirements for towers located in residential districts (SF-E, SF-20.0, SF-14.5, SF-12.0, SF10.5, SF-84, SF-72, SF-1, SF-60, SF-2, TF, SF-Z, SF-TH, MF-1, MF-2, MH-1 and MH-2) and the CBD:

(l) Sale of alcoholic beverages.

(3) The sale of liquor and the sale of beer is prohibited in any residential area within the city's corporate limits. Subject only to the exception in subsection (l)(11) of this section, the term "residential area" includes locations that are within any of the following zoning districts or areas:

(A) ~~SF-E—Single-Family Residential—Large Lot;~~ SF-E, SF-20.0, SF-14.5, SF-12.0, SF10.5, SF-84, SF-72, SF-1, SF-60, SF-2, TF, SF-Z, SF-TH, MF-1, MF-2, MH-1 and MH-2

~~(B)—SF-1—Single-Family Residential;~~

~~(C)—SF-84—Single-Family Residential;~~

~~(D)—SF-72—Single-Family Residential;~~

~~(E)—SF-60—Single-Family;~~

~~(F)—SF-Z—Single-Family Zero Lot Line;~~

~~(G)—SF-TH—Single-Family Townhome;~~

~~(H)—MH-1—Manufactured Home District;~~

~~(I)—MH-2—Manufactured Home Park District;~~

~~(J)—TF Duplex—Two-Family Residential;~~

~~(K)—MF-1—Multiple-Family Residential—Medium Density;~~

~~(L)—MF-2—Multiple-Family Residential—High Density;~~

~~(M)~~ (B) PD - Any residential part of a Planned Development District; or

~~(N)~~ (C) Any tract, lot or subdivision upon which is located any of the "residential uses" list in appendix 3 of this article, as amended.

Sec. 9.04.037 Parking space regulations

(b) Residential off-street parking.

(2) Definitions and restrictions

(K) Within the SF-20.0, SF-14.5, SF-12.0, and SF-10.5 Residential Zoning Districts attached and/or detached garages shall not face any street. If facing street, the garage face shall be setback a minimum of 40' from the front property boundary.

Sec. 9.06.006 Minimum landscaping requirements

(d) Single-family and duplex lots and subdivisions.

(2) Requirements for single-family residential and duplex lots. Three-inch caliper trees selected from the large tree list in this article shall be planted on all single-family residential, duplex, and town home lots. At least one of the trees must be placed in the front yard of the lot. The following minimum standards apply:

Single-family residential - large lot (SF-E)	4 trees
<u>Single-family residential - 20.5 (SF-20.5)</u>	<u>4 trees</u>
<u>Single-family residential - 14.5 (SF-14.5)</u>	<u>4 trees</u>
<u>Single-family residential - 12.0 (SF-12.0)</u>	<u>4 trees</u>
<u>Single-family residential - 10.5 (SF-10.5)</u>	<u>3 trees</u>
Single-family residential - 84 (SF-84)	3 trees
Single-family residential - 72 (SF-72)	3 trees
Single-family residential - 1 (SF-1)	2 trees
Single-family residential - 60 (SF-60)	2 trees
Single-family residential - zero lot line (SF-Z)	2 trees
Single-family residential- town home (SF-TH)	1 tree
Two-family (TF)	2 trees

APPENDIX 1. ZONING DISTRICT AREA REGULATIONS

APPENDIX 1. ZONING DISTRICT AREA REGULATIONS

	AG	SF-E	<u>SF-20.0</u>	<u>SF-14.5</u>	<u>SF-12.0</u>	<u>SF-10.5</u>	SF-84	SF-72	SF-1	SF-60	SF-2	SF-Z	SF-TH	TF	MH-1	MH-2	MF-1	MF-2
Maximum height (feet)	35	35	<u>35</u>	<u>35</u>	<u>35</u>	<u>35</u>	35	35	35	35	35	35	35	35	35	35	45	45
Side yard, interior (feet)	15	15	<u>10 (e)</u>	<u>9 (e)</u>	<u>8 (e)</u>	<u>8 (e)</u>	10	(c)	(c)	(c)	(c)	(a)	(b)	(c)	10	10	10	10
Side yard, corner lot, street side (feet)	25	25	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>	15	15	15	15	15	15	15	15	15	15	25	25
Rear yard (feet) (d)	25	25	<u>25</u>	<u>25</u>	<u>25</u>	<u>25</u>	25	25	25	25	25	25	25	25	25	25	25	25
Front yard (feet)	35	25	<u>30</u>	<u>30</u>	<u>30</u>	<u>25</u>	25	25	25	25	25	20	20	25	25	25	25	25
Lot area (feet)	43,560	43,560	<u>20,000</u>	<u>14,500</u>	<u>12,000</u>	<u>10,500</u>	8,400	7,200	7,200	6,000	6,000	4,500	2,700 per unit	7,200	6,000	5,000	6,000	5,000
Min. lot width (feet)	75	75	<u>100</u>	<u>90</u>	<u>80</u>	<u>80</u>	70	60	60	50	50	40	25	60	50	50	50	50
Min. lot depth (feet)	120	120	<u>150</u>	<u>135</u>	<u>130</u>	<u>120</u>	120	120	120	120	120	100	160	120	120	120	120	120
Max. lot coverage (%)	40%	40%	<u>35%</u>	<u>35%</u>	<u>40%</u>	<u>40%</u>	35%	40%	40%	45%	45%	50%	60%	50%	60%	50%	40%	50%
Building size (square feet)	2400	2400	<u>2500</u>	<u>2200</u>	<u>2200</u>	<u>2200</u>	2000	1800	1800	1600	1600	1200	900	1200	None	None	None	None
Masonry* (%)	80%	80%	<u>80%</u>	<u>80%</u>	<u>80%</u>	<u>80%</u>	80%	80%	0%	80%	80%	80%	80%	80%	80%	80%	90%	90%

* Brick or rock veneer; see also [section 9.04.034\(e\)\(6\)](#).

(a) Zero one side with 10 feet separation between buildings.

(b) 14 feet between ends of buildings.

(c) 5 feet or 10% of the lot width, whichever is greater.

(d) The required rear yard shall be open and unobstructed to the sky from a point 30 inches above the average elevation of the graded rear yard, except for accessory buildings as permitted herein. Eaves, covered porches, and roof extensions without structural support in the rear yard may extend into the rear yard a distance not to exceed four feet. Balconies shall not project into the required rear yard.

(e) The required side yard or 10% of the lot width, whichever is greater

AG	Agricultural District
SF-E	Single-Family Residential Estate
<u>SF-20.0</u>	<u>Single-Family Residential 20,000 square feet min. lot size</u>
<u>SF-14.5</u>	<u>Single-Family Residential 14,500 square feet min. lot size</u>
<u>SF-12.0</u>	<u>Single-Family Residential 12,000 square feet min. lot size</u>
<u>SF10.5</u>	<u>Single-Family Residential 10,500 square feet min. lot size</u>
SF-84	Single-Family Residential 8,400 square feet min. lot size
SF-72	Single-Family Residential 7,200 square feet min. lot size
SF-1	Single-Family Residential 7,200 square feet min. lot size
SF-60	Single-Family Residential 6,000 square feet min. lot size
SF-Z	Single-Family Residential Zero Lot line
SF-TH	Single-Family Residential Townhouse
MH-1	Manufactured Home District
MH-2	Manufactured Home Park District
MF-1	Multiple-Family Residential - Low Density
MF-2	Multiple-Family Residential - High Density

Exhibit A

City	Residential Zoning Districts	Lot Size	Lot Width	Lot Depth	Front Yard	Side Yard	Rear Yard	Max. Lot Coverage	Min. Building Size
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Anna

SF-Z	4,500	40'	100'	20'	0/10'	25'	50%	1,200				
SF-60	6,000	50'	120'	25'	5'		45%	1,600				
SF-2							7,200	60'	10'	40%	1,800	
SF-1	8,400	70'								15'	35%	2,000
SF-72											40%	2,400
SF-84					43,560						75'	40%
SF-E / AG												

Princeton

SF-Z	4,500	40'	90'	20'	0/10'	20'	55%	1,200
SF-2	6,000	55'	100'	25'	7.5'		40%	1,800
SF-1	7,500	60'	100'		10'			2,000
SF-SE (small estate)	12,000	90'	100'		35'	15'	25'	35%
SF-E (estate)	1 acre (43,560)	100'	200'	30'			35%	2,400
Agriculture	2 acres (87,120)	200'	400'				10%	1,200

Exhibit A

City	Residential Zoning Districts	Lot Size	Lot Width	Lot Depth	Front Yard	Side Yard	Rear Yard	Max. Lot Coverage	Min. Building Size
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Prosper

Downtown	6,000	50	120	25		10	55%
SF-10	10,000	80	125			25	45%
SF-12.5	12,500	80	135	30			
SF-15	15,000	100	135	35			
SF-17.5	17,500	100	150				
SF-22	22,000	120	170	40			
Estate	1 acre (43,560)	150	200				
Agriculture	2 acres (87,120)	200	200			20	20%

Melissa

SF-3	7,800	60	100	20	5	20	50%	1,800
SF-2	10,000	75	115	25	7.5			2,250
SF-1	20,000	110	140	30	10	25	40%	2,500
Agriculture	2 acres (87,120)	150	200	50			15%	1,100

Wylie

SF-10	10,000	75'	100'	25'	10'	25'	45%	2,400
SF-20	20,000	100'	150'	30'	15'	30'		2,600
Estate	1 acre (43,560)	100'	200'	50'	20'	50'		1,900
Agriculture	2 acres (87,120)	200'	300'					3,000

Exhibit A

City	Residential Zoning Districts	Lot Size	Lot Width	Lot Depth	Front Yard	Side Yard	Rear Yard	Max. Lot Coverage	Min. Building Size
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Sachse

R-10	10,000	70' at Bldg Line / 40' at R.O.W.	N/A	90'	10% of the lot width	25' or 20% of the lot depth (whichever is smaller)	35%
R-12	12,000	80' at Bldg Line / 50' at R.O.W.		40' / 50' max			
R-15	15,000	100' at Bldg Line / 50' at R.O.W.		30' / 40' max			
R-39	39,000	130' at Bldg Line / 100' at R.O.W.		25' / 40' max			

Frisco

SF-7	7,000	60'	100'	25'	7'	20'	45%	800
SF-8.5	8,500	70'	100'		7'			
SF-10	10,000	80'	100'	30'	10'	25'	40%	
SF-12	12,500	90'	120'	20'	15'		30%	
SF-16	16,000	90'	140'	40'	15'		20%	
RE	1 acre (43,560)	150'	200'		15'		N/A	
Agriculture	2 acres (87,120)	150'	250'		20'		N/A	

Exhibit A

City	Residential Zoning Districts	Lot Size	Lot Width	Lot Depth	Front Yard	Side Yard	Rear Yard	Max. Lot Coverage	Min. Building Size
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Plano

SF-6	6,000	55'	100'	25'	6'	10'	45%	800
SF-7	7,000	65'	100'	30'	6.5			
SF-9	9,000	75'	100'	30'	7.5			
SF-20	20,000	100'	150'	35'	10'		25% plus 10% for	
Estate	1 acre (43,560)	150'	250'	50'	25'		20% plus 10% for	
Agriculture	85,000	150'	150'	40'	15'		accessory	

Celina

Form Base Code	Maximum Overall Density = 3.5 units/acre (12,446 sq.ft.)	35' at building line.		40' total (front & rear - minimum 10')	5'	see "front"		1,200
	Min. 3 lot sizes (small, medium, large) - min. 15% large and max. 50% small	A min. of 10' in width variation is required between lot sizes						

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) TO ADD ADDITIONAL ZONING DISTRICTS; 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 and Article 9.06 Landscape Regulations 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

[...]

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.

District means a portion of the territory of the city within which certain uniform regulations and requirements or various combinations thereof apply under the provisions of this article. The term “residential district” means any SF-E, SF-20, SF-14.5, SF-12.0, SF-10.5, SF-1, SF-84, SF-72, SF-60, SF-2, SF-Z, SF-TH, MH, [TF,] or MF district; the term “commercial district” means any C-1, NC, C-2, C-3, or O-1 district.

[...]

Sec. 9.04.005 General provisions

(a) Establishment of districts. For the purpose of this article, the city is hereby divided into districts as follows:

AG	Agricultural District
SF-E	Single-Family Residential - Large Lot
<u>SF-20.5</u>	<u>Single-Family Residential District - 20.</u>
<u>SF-14.5</u>	<u>Single-Family Residential District - 14.5</u>
<u>SF-12.0</u>	<u>Single-Family Residential District - 12.0</u>
<u>SF-10.5</u>	<u>Single-Family Residential District - 10.5</u>
SF-1	Single-Family Residential
SF-84	Single-Family Residential District - 84
SF-72	Single-Family Residential District - 72
SF-60	Single-Family Residential District - 60
SF-Z	Single-Family Residential District - Zero Lot Line Homes
SF-TH	Single-Family Residential District - Townhomes
MH-1	Manufactured Home District
MH-2	Manufactured Home Park District
TF	Two-Family Residential
MF-1	Multiple-Family Residential - Low Density
MF-2	Multiple-Family Residential - High Density
C-1	Restricted Commercial
C-2	General Commercial
NC	Neighborhood Convenience District
CBRD	Central Business Redevelopment District
C-3	Planned Center District
O-1	Office District
I-1	Light Industrial District

I-2	Heavy Industrial District
PD	Planned Development District
THOR	Thoroughfare Overlay District
F-B	Food and Beverage Overlay District

[...]

Sec. 9.04.009A SF-20.0 Single-Family Residence District

(a) General purpose and description. The SF-20.0 Single-Family Residential District is designed to accommodate a wider single-family residential development lot design on roughly 1/2 acre lots. The district can be appropriately located in proximity to agricultural and single-family residential uses.

(b) Permitted uses. A building or premises in a SF-20.0 district shall be used only for the purposes as listed in appendix 2 of this article.

(c) Permitted specific uses. One or more of the following specific uses shall be permitted in a SF-20.0 district to the extent a Specific Use Permit is granted in accordance with section 9.04.036 of this article:

(1) Public, parochial, and private schools and colleges offering courses of general instruction and including convents, monasteries, dormitories, and other related living structures when located on the same site as the school or college.

(2) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a substantial structure.

(3) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this article for dwellings and have a landscaped or masonry barrier on all sides. Buildings shall conform to all space limits of this zone and shall be of such exterior design as to harmonize with nearby properties.

(4) Public and quasi-public buildings for cultural use.

(5) Country clubs as defined herein.

(6) Uses as listed in appendix 2 of this article.

(d) Height and area regulations. See appendix 1 (area, setback, height, and coverage regulations).

(e) Parking regulations. Two enclosed spaces behind the front yard line for single-family dwelling units and HUD-code manufactured homes. Other off-street parking regulations are set forth in section 9.04.037.

(f) Permitted accessory uses.

(1) Home occupations.

(2) Private garages and parking areas.

(3) Private swimming pools exclusively for the use of residents of the premises and their nonpaying guests.

(g) Signs. Signs in this district shall comply with the requirements of the city sign ordinance (as amended).

Sec. 9.04.009B SF-14.5 Single-Family Residence District

(a) General purpose and description. The SF-14.5 Single-Family Residential District is designed to accommodate a wider single-family residential development design on roughly 1/3 acre lots. The district can be appropriately located in proximity to agricultural and single-family residential uses.

(b) Permitted uses. A building or premises in a SF-14.5 district shall be used only for the purposes as listed in appendix 2 of this article.

(c) Permitted specific uses. One or more of the following specific uses shall be permitted in a SF-14.5 district to the extent a Specific Use Permit is granted in accordance with section 9.04.036 of this article:

(1) Public, parochial, and private schools and colleges offering courses of general instruction and including convents, monasteries, dormitories, and other related living structures when located on the same site as the school or college.

(2) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a substantial structure.

(3) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this article for dwellings and have a landscaped or masonry barrier on all sides. Buildings shall conform to all space limits of this zone and shall be of such exterior design as to harmonize with nearby properties.

(4) Public and quasi-public buildings for cultural use.

(5) Country clubs as defined herein.

(6) Uses as listed in appendix 2 of this article.

(d) Height and area regulations. See appendix 1 (area, setback, height, and coverage regulations).

(e) Parking regulations. Two enclosed spaces behind the front yard line for single-family dwelling units and HUD-code manufactured homes. Other off-street parking regulations are set forth in section 9.04.037.

(f) Permitted accessory uses.

(1) Home occupations.

(2) Private garages and parking areas.

(3) Private swimming pools exclusively for the use of residents of the premises and their nonpaying guests.

(g) Signs. Signs in this district shall comply with the requirements of the city sign ordinance (as amended).

Sec. 9.04.009C SF-12.0 Single-Family Residence District

(a) General purpose and description. The SF-12.0 Single-Family Residential District is designed to accommodate single-family residential development on roughly 1/4 acre lots. The district can be appropriately located in proximity to agricultural and single-family residential uses.

(b) Permitted uses. A building or premises in a SF-12.0 district shall be used only for the purposes as listed in appendix 2 of this article.

(c) Permitted specific uses. One or more of the following specific uses shall be permitted in a SF-12.0 district to the extent a Specific Use Permit is granted in accordance with section 9.04.036 of this article:

(1) Public, parochial, and private schools and colleges offering courses of general instruction and including convents, monasteries, dormitories, and other related living structures when located on the same site as the school or college.

(2) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a substantial structure.

(3) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this article for dwellings and have a landscaped or masonry barrier on all sides. Buildings shall conform to all space limits of this zone and shall be of such exterior design as to harmonize with nearby properties.

(4) Public and quasi-public buildings for cultural use.

(5) Country clubs as defined herein.

(6) Uses as listed in appendix 2 of this article.

(d) Height and area regulations. See appendix 1 (area, setback, height, and coverage regulations).

(e) Parking regulations. Two enclosed spaces behind the front yard line for single-family dwelling units and HUD-code manufactured homes. Other off-street parking regulations are set forth in section 9.04.037.

(f) Permitted accessory uses.

(1) Home occupations.

(2) Private garages and parking areas.

(3) Private swimming pools exclusively for the use of residents of the premises and their nonpaying guests.

(g) Signs. Signs in this district shall comply with the requirements of the city sign ordinance (as amended).

Sec. 9.04.009D SF-10.0 Single-Family Residence District

(a) General purpose and description. The SF-10.0 Single-Family Residential District is designed to accommodate single-family residential development on relatively ample lots. The district can be appropriately located in proximity to agricultural and single-family residential uses.

(b) Permitted uses. A building or premises in a SF-10.0 district shall be used only for the purposes as listed in appendix 2 of this article.

(c) Permitted specific uses. One or more of the following specific uses shall be permitted in a SF-10.0 district to the extent a Specific Use Permit is when granted in accordance with section 9.04.036 of this article:

(1) Public, parochial, and private schools and colleges offering courses of general instruction and including convents, monasteries, dormitories, and other related living structures when located on the same site as the school or college.

(2) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a substantial structure.

(3) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this article for dwellings and have a landscaped or masonry barrier on all sides. Buildings shall conform to all space limits of this zone and shall be of such exterior design as to harmonize with nearby properties.

(4) Public and quasi-public buildings for cultural use.

(5) Country clubs as defined herein.

(6) Uses as listed in appendix 2 of this article.

(d) Height and area regulations. See appendix 1 (area, setback, height, and coverage regulations).

(e) Parking regulations. Two enclosed spaces behind the front yard line for single-family dwelling units and HUD-code manufactured homes. Other off-street parking regulations are set forth in section 9.04.037.

(f) Permitted accessory uses.

(1) Home occupations.

(2) Private garages and parking areas.

(3) Private swimming pools exclusively for the use of residents of the premises and their nonpaying guests.

(g) Signs. Signs in this district shall comply with the requirements of the city sign ordinance (as amended).

Sec. 9.04.033 Special uses

[...]

(c) Radio, television, and microwave towers.

(4) Specific requirements for towers located in residential districts (SF-E, SF-20.0, SF-14.5, SF-12.0, SF10.5, SF-84, SF-72, SF-1, SF-60, SF-2, TF, SF-Z, SF-TH, MF-1, MF-2, MH-1 and MH-2) and the CBRD:

[...]

(l) Sale of alcoholic beverages.

(3) The sale of liquor and the sale of beer is prohibited in any residential area within the city's corporate limits. Subject only to the exception in subsection (l)(11) of this section, the term "residential area" includes locations that are within any of the following zoning districts or areas:

(A) ~~SF-E – Single-Family Residential – Large Lot;~~ SF-E, SF-20.0, SF-14.5, SF-12.0, SF10.5, SF-84, SF-72, SF-1, SF-60, SF-2, TF, SF-Z, SF-TH, MF-1, MF-2, MH-1 and MH-2

(B) ~~SF-1 – Single-Family Residential;~~

(C) ~~SF-84 – Single-Family Residential;~~

- (D) ~~SF-72 – Single-Family Residential;~~
- (E) ~~SF-60 – Single-Family;~~
- (F) ~~SF-Z – Single-Family Zero Lot Line;~~
- (G) ~~SF-TH – Single-Family Townhome;~~
- (H) ~~MH-1 – Manufactured Home District;~~
- (I) ~~MH-2 – Manufactured Home Park District;~~
- (J) ~~TF Duplex – Two-Family Residential;~~
- (K) ~~MF-1 – Multiple-Family Residential – Medium Density;~~
- (L) ~~MF-2 – Multiple-Family Residential – High Density;~~
- (M) (B) PD - Any residential part of a Planned Development District; or
- (N) (C) Any tract, lot or subdivision upon which is located any of the “residential uses” list in appendix 3 of this article, as amended.

[...]

Sec. 9.04.037 Parking space regulations

[...]

- (b) Residential off-street parking.

[...]

(2) Definitions and restrictions. It shall be illegal for any person to park or to allow to be parked on any property under his control any automobile, bus, truck, motorcycle, motor home, camper, trailer, boat or any vehicle on any portion of a front yard or side yard of any area which is zoned SF-E, SF-20.0, SF-14.5, SF-12.0, SF10.5, SF-84, SF-72, SF-1, SF-60, SF-2, TF, SF-Z, SF-TH under this article unless:

[...]

(K) Within the SF-20.0, SF-14.5, SF-12.0, and SF-10.5 Residential Zoning Districts attached and/or detached garages shall not face any street unless the garage face is setback a minimum of 40' from the front property boundary.

[...]

ARTICLE 9.06 LANDSCAPE REGULATIONS

[...]

Sec. 9.06.006 Minimum landscaping requirements

[...]

(d) Single-family and duplex lots and subdivisions.

[...]

(2) Requirements for single-family residential and duplex lots. Three-inch caliper trees selected from the large tree list in this article shall be planted on all single-family residential, duplex, and town home lots. At least one of the trees must be placed in the front yard of the lot. The following minimum standards apply:

Single-family residential - large lot (SF-E)	4 trees
<u>Single-family residential - 20.5 (SF-20.5)</u>	<u>4 trees</u>
<u>Single-family residential - 14.5 (SF-14.5)</u>	<u>4 trees</u>
<u>Single-family residential - 12.0 (SF-12.0)</u>	<u>4 trees</u>
<u>Single-family residential - 10.5 (SF-10.5)</u>	<u>3 trees</u>
Single-family residential - 84 (SF-84)	3 trees
Single-family residential - 72 (SF-72)	3 trees
Single-family residential - 1 (SF-1)	2 trees
Single-family residential - 60 (SF-60)	2 trees
Single-family residential - zero lot line (SF-Z)	2 trees
Single-family residential- town home (SF-TH)	1 tree
Two-family (TF)	2 trees

[...]



Appendix 1. Zoning District Area Regulations

APPENDIX 1. ZONING DISTRICT AREA REGULATIONS

	AG	SF-E	SF- <u>20.0</u>	SF- <u>14.5</u>	SF- <u>12.0</u>	SF- <u>10.5</u>	SF-84	SF-72	SF-1	SF-60	SF-2	SF-Z	SF-TH	TF	MH-1	MH-2	MF-1	MF-2
Maximum height (feet)	35	35	<u>35</u>	<u>35</u>	<u>35</u>	<u>35</u>	35	35	35	35	35	35	35	35	35	35	45	45
Side yard, interior (feet)	15	15	<u>10 (e)</u>	<u>9 (e)</u>	<u>8 (e)</u>	<u>8 (e)</u>	10	(c)	(c)	(c)	(c)	(a)	(b)	(c)	10	10	10	10
Side yard, corner lot, street side (feet)	25	25	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>	15	15	15	15	15	15	15	15	15	15	25	25
Rear yard (feet) (d)	25	25	<u>25</u>	<u>25</u>	<u>25</u>	<u>25</u>	25	25	25	25	25	25	25	25	25	25	25	25
Front yard (feet)	35	25	<u>30</u>	<u>30</u>	<u>30</u>	<u>25</u>	25	25	25	25	25	20	20	25	25	25	25	25
Lot area (feet)	43,560	43,560	<u>20,000</u>	<u>14,500</u>	<u>12,000</u>	<u>10,500</u>	8,400	7,200	7,200	6,000	6,000	4,500	2,700 per unit	7,200	6,000	5,000	6,000	5,000
Min. lot width (feet)	75	75	<u>100</u>	<u>90</u>	<u>80</u>	<u>80</u>	70	60	60	50	50	40	25	60	50	50	50	50
Min. lot depth (feet)	120	120	<u>150</u>	<u>135</u>	<u>130</u>	<u>120</u>	120	120	120	120	120	100	160	120	120	120	120	120
Max. lot coverage (%)	40%	40%	<u>35%</u>	<u>35%</u>	<u>40%</u>	<u>40%</u>	35%	40%	40%	45%	45%	50%	60%	50%	60%	50%	40%	50%
Building size (square feet)	2400	2400	<u>2500</u>	<u>2200</u>	<u>2200</u>	<u>2200</u>	2000	1800	1800	1600	1600	1200	900	1200	None	None	None	None
Masonry* (%)	80%	80%	<u>80%</u>	<u>80%</u>	<u>80%</u>	<u>80%</u>	80%	80%	0%	80%	80%	80%	80%	80%	80%	80%	90%	90%

[...]

(e) The required side yard or 10% of the lot width, whichever is greater

AG	Agricultural District
SF-E	Single-Family Residential Estate
<u>SF-20.0</u>	<u>Single-Family Residential 20,000 square feet min. lot size</u>
<u>SF-14.5</u>	<u>Single-Family Residential 14,500 square feet min. lot size</u>
<u>SF-12.0</u>	<u>Single-Family Residential 12,000 square feet min. lot size</u>
<u>SF10.5</u>	<u>Single-Family Residential 10,500 square feet min. lot size</u>
SF-84	Single-Family Residential 8,400 square feet min. lot size
SF-72	Single-Family Residential 7,200 square feet min. lot size
SF-1	Single-Family Residential 7,200 square feet min. lot size
SF-60	Single-Family Residential 6,000 square feet min. lot size
SF-Z	Single-Family Residential Zero Lot line
SF-TH	Single-Family Residential Townhouse
MH-1	Manufactured Home District
MH-2	Manufactured Home Park District
MF-1	Multiple-Family Residential - Low Density
MF-2	Multiple-Family Residential - High Density

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 24th day of August 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor



Item No. 7.m.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider approval of a Resolution authorizing a project specific agreement for water well, pump, and motor services at the Collin Water Pump Station to THI Water Well, LLC. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

As the City of Anna continues to grow, our water supply must grow with the population.

The City is working with the Collin Grayson Municipal Alliance, the Greater Texoma Utility Authority, North Texas Municipal Water District, and the North Texas Groundwater Conservation District to ensure that the City of Anna has the plans in place to continue to meet the demands of our public water system.

The solution to increasing our water supply as the community grows will be a multi-faceted approach, including the purchase of additional treated surface water and the development of infrastructure to utilize our natural resource of groundwater. The City of Anna 5-year Community Investment Program (CIP) identifies many projects which will be needed to continue to increase water supply in Anna.

The first major expansion project needed is the expansion of the Collin Water Pump Station, located at the northeast corner of the Collin County Outer Loop and State Highway 5. This pump station and a 1,000,000 gallon storage tank were constructed in 2008 with the intent of a connection to the GTUA water main, but the system was never properly utilized. When it was initially brought online, the pressure from the pump station was too much for some of the older pipes in the water system. For this reason, other connections from the City public water system to the GTUA water supply were used instead. For years, the pump station and tank have been separated from our public water system and do not provide the intended benefit of the original project.

City staff has been working diligently to develop a project which can bring the pump station online while also expanding it. The Collin Water Pump Station project includes the construction of two new water wells, the enhancement of the pump and motor system with pumps which will function within the limits of our water pipe network, and the associated electrical and mechanical improvements required to provide a significant increase to the City's water supply. Upon completion, the system will provide 650 gallons per minute of additional water supply for the community, which is a 20.3% increase to our current water supply. In the future, the expansion of this pump station will also allow the City to utilize the GTUA take point at this location, which is not currently in use. While this project will be a permanent increase to our water supply, it

will also allow the City to continue to grow as we work with the CGMA and GTUA on bringing additional surface water supply to Anna over the next several years.

The City completed an RFQ process for professional services and specialty construction services earlier this year. THI Water Well, LLC, was selected as the specialty construction company for Category A "Water Well, Pump, and Motor." THI has significant experience in the construction of water wells and has historically performed most of the necessary well construction and maintenance work in Anna.

The total project cost of \$3,261,063.48 will be paid from Water Impact Fees, which are funds paid by developers for the impact of growth on our water system. This aligns with the Council Strategic Goal of growth, paying for growth. **None of the project funds will come from property tax revenue or utility billing revenue, allowing the City to complete a major capital project without a financial impact on neighbors.**

FINANCIAL IMPACT:

The estimated project cost is \$3,261,063.48, with the funding coming from Water Impact Fees.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

ATTACHMENTS:

1. Reso Collin PS Expansion - THI - With Exhibits
2. Presentation - Collin Pump Station Expansion

APPROVALS:

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

Created/Initiated - 8/19/2021
Final Approval - 8/20/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC PURCHASE ORDER FOR THE EXPANSION OF THE COLLIN WATER PUMP STATION PROJECT AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, IN THE AMOUNT NOT TO EXCEED THREE MILLION TWO HUNDRED SIXTY ONE THOUSAND SIXTY THREE DOLLARS AND FOURTY EIGHT CENTS (\$3,261,063.48); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna is responsible for providing an adequate supply of safe drinking water meeting TCEQ standards to the community; and,

WHEREAS, in order to ensure adequate water supply for the continued growth of the community the City is seeking to expand the Collin Water Pump Station, including two new water wells and associated pump, motor, electrical, and mechanical improvements; and,

WHEREAS, the Collin Water Pump Station Expansion Project is included in the City of Anna FY 2021 Community Investment Plan as a water system expansion project; and,

WHEREAS, the City selected THI Water Well, LLC through the recent RFQ process to provide water well, pump, and motor specialty construction services as approved in City Council Resolution 2021-07-940 in July of 2021; and,

WHEREAS, the City has worked with THI Water Well, LLC to develop a project specific purchase order for the project, including the scope of work necessary to complete the project; and,

WHEREAS, the total estimated cost of the project is \$3,261,063.48.

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

Section 1. Recitals Incorporated

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

Section 2. Authorization of Payment and Funding.

That the City Manager is hereby authorized to execute the project specific purchase order with THI Water Well, LLC, in an amount not to exceed \$3,261,063.48 for the Collin Water Pump Station Expansion Project in the City of Anna, Texas.

That funding for the purchase orders shall come from Water Impact Fees.

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

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

Exhibit “A”
(see following pages)

Professional Service Project Order # 2021-001

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: <u>Category A – Well Services</u> ANNA PROJECT CODE: WE-2020-07
----------------	---

FIRM NAME Hall Resources, LLC dba THI Water Well, LLC

Project Name: Collin Pump Station Expansion

Consultant Project #: THI Job #ANNA-D

Of Consecutive Business
Days to Complete Project: 100

Original Project Fee: 3,261,063.48

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 X

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 Specialty Construction Services – Category A, effective August 18, 2021; and
- b. This Professional Services Project Order (PSPO) #2021-01; 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):

Construction of 2 new water wells (City Well 10 & 11), including pump, motor, electrical, and connections to the existing pump station and ground storage tank to increase water supply. Motor and pump repairs at pump house and replacement to improve pumping capacity.

Schedule of Work and Completion Deadline(s): Work to commence in September, 2021 and be complete by January 31, 2021.

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: THI Water Well, LLC

Signature

Signature

Jim Proce - City Manager
Printed Name & Title

Printed Name & Title

Date

Date

PURCHASING QUOTE FORM

REQ: 00130

Public Works Department
3223 N. Powell Pkwy
Anna, TX 75409



Description of item: Collin Pump Station Expansion

Submitted By: Steven Smith

Exemption : Selected in 2021 RFQ 630-702-69010

Division to charge: Utilities CIP

Quote Summary (Attach Supporting Documentation if Required)

Vendor	Quantity	Unit Price	Total Price
THI			\$3.261.063.48

Quotes are required for all purchases over \$500. For purchases from \$500-\$2,999 verbal quotes are acceptable. For purchases from \$3,000-\$49,999 written quotes are required; however, these purchases must be approved in writing in advance by the City Manager. Additionally 2 HUB's must be invited to quote on purchases exceeding \$2,999. Evidence of the invitation must accompany the purchase order.

The Collin Pump Station was never put into service because previous staff lacked the basic fundamental knowlege of pump and motor operation and water system hydraulics so the station sat in standby.

THI will be repairing/replacing electrical components that were stolen or damaged when the pump station was vandilized.

The pump station updates and the addition of two ground water wells will allow the city to grow while meeting TCEQ minimum ground storage and pumping requirements.

Signature:

Date:

THI
WATER WELL, LLC
P.O. BOX 1419
BOWIE, TEXAS 76230

City of Anna
Well 10 & 11
South Collin Pump Station Repair
Steven Smith

Woodbine well	990,518.00
Twin Mountains well	1,551,387.00
Surface Work	319,950.00
Electrical for both wells.	75,000.00
Pump Station Repair	324,208.48
Total Quote	3,261,063.48

Pump Station Repair Attached: Quote-D

THI WATER WELL

1620 Highway 59 N.
PO Box 1419
Bowie, Texas 76230

Quote prepared by:

Milton Knauf

940-736-1425

Email: milton@thiwaterwell.com

07/21/2021 **THI Job #QUOTE-D**

Anna, City of
Public Works-Water
PO Box 776

Anna PO #

Anna-Collin Pump Station Expansion

Work requested by: **Steven Smith**, m. 214-945-6575

Anna, TX. 75409-0776

Email: ssmith@annatexas.gov

Anna-Collin Pump Station, quote to make operational again electrically, includes the pulling of shielded cable for Scada system for operation & monitoring but does not include any labor for connection or programming of any type of Scada system. Also includes 2- new VFD's for duplex high service pumps. Pulling of new wire to utility transformer & existing generator, connection of each end as necessary, pulling wire to 1- existing motor for high service pumps and wire as needed for new smaller high service pump, etc.

3- Cla-Val repairs done by factory techs,	@\$4000.00/ea.	12000.00**
1- Eaton service techs for testing of main & generator disconnects, (if necessary),		35000.00**
1- Master electrician w/crew labor,		35000.00**
1- Replace/repair & repull wire to lights, vault, Scada, etc. master electrician,		15000.00**
1- Large wire pulling, w/machine & crew,		10000.00
1- rig w/crew for setting short set turbine pump,		2500.00
1- New 1000-GPM, 160' head, short set turbine pump, w/motor,		30008.48
1- extra new material for install of new pump,		xxxxxx.xx
1- new mounting plate for new pump,		xxxxxx.xx
1- new CH disconnect to feed new turbine pump VFD,		5000.00
1- other electrical material for turbine pump,		5000.00
1- Yaskawa VFD-200HP w/installation, material, etc.	@\$50000.00/ea.	50000.00
1- Yaskawa VFD-50HP w/installation, material, etc.	@\$17500.00/ea.	17500.00
1- Copper wiring from utility to disconnect,		55000.00*
1- Copper wiring from generator to disconnect,		11500.00*
80- Burndy crimp on lugs, bolts w/nuts, etc.	@\$40.00/ea.	3200.00
1- Shielded cables as needed for control/monitoring,		7500.00
1- Necessary small THHN copper wire for replacement,		7500.00*
1- Replacement of step-down transformer & w/new breaker box & breakers,		12500.00
1- Replacement 3-phase breaker box at vault, installed,		2500.00
1- Long arm street light w/fixture & installation,		7500.00**

TENATIVE TOTAL, \$324,208.48

*With current volatility of copper prices pricing may go down or up upon ordering date of wire.

**Tech and labor prices could also change with needs. Street light if wanted.

Quote sent at customer request, if accepted upon completion of line items, THI office will send invoice for payment of job.



Collin Pump Station Expansion

City Council
August 24, 2021

Overview

- Project Need
- Project Location
- Project Goals
- Project Scope & Budget
- Funding & Contractor Selection
- Council Feedback & Next Steps



Project Need

- The City of Anna is in an incredible growth cycle, with approximately 1200 building permits for new homes being issued over the past year.
- As the community grows, maintaining an adequate water supply is key to our long-term success and the health, safety, and welfare of Anna neighbors.
- The City is working with the Collin Grayson Municipal Alliance, the Greater Texoma Utility Authority, North Texas Municipal Water District, and the North Texas Groundwater Conservation District to ensure that the City of Anna has the plans in place to continue to meet the demands of our public water system.
- The solution to increasing our water supply as the community grows will be a multi-faceted approach, including the purchase of additional treated surface water and the development of infrastructure to utilize our natural resource of groundwater. The City of Anna 5-year Community Investment Program (CIP) identifies many projects which will be needed to continue to increase water supply in Anna.



Project Location

- The Collin Pump Station is an existing facility located at the northeast corner of State Highway 5 and the Collin County Outer Loop.
- This pump station and a 1,000,000-gallon storage tank were constructed in 2008 with the intent of a connection to the GTUA water main, but the system was never properly utilized. When it was initially brought online, the pressure from the pump station was too much for some of the older pipes in the water system.
- For this reason, other connections from the City public water system to the GTUA water supply were used instead. For years, the pump station and tank have been separated from our public water system and do not provide the intended benefit of the original project.



Project Goals

- The City has been working diligently to develop a project which can bring the pump station online while also expanding it.
- The Collin Water Pump Station project includes the construction of two new water wells, the enhancement of the pump and motor system with pumps which will function within the limits of our water pipe network, and the associated electrical and mechanical improvements required to provide a significant increase to the city's water supply.
- Upon completion, the system will provide 650 gallons per minute of additional water supply for the community, which is a 20.3% increase to our current water supply.
- While this project will be a permanent increase to our water supply, it will also allow the City to continue to grow as we work with the CGMA and GTUA on bringing additional surface water supply to Anna over the next several years.



Project Scope and Budget

- The project scope & budget includes:

Scope Item	Item Cost
Construction of new well in the Woodbine Aquifer	\$ 990,518.00
Construction of new well in the Twin Mountains aquifer	\$ 1,551,387.00
Surface improvements	\$ 319,950.00
Electrical systems for wells	\$ 75,000.00
Pump Station Expansion	\$ 324,208.48
TOTAL	\$ 3,261,063.48



Funding and Contractor Selection

- The City completed an RFQ process for professional services and specialty construction services earlier this year.
- THI Water Well, LLC was selected as the specialty construction company for Category A "Water Well, Pump, and Motor." THI has significant experience in the construction of water wells and has historically performed most of the necessary well construction and maintenance work in Anna.
- The total project cost of \$3,261,063.48 will be paid from Water Impact Fees, which are funds paid by developers for the impact of growth on our water system.
- This aligns with the Council Strategic Goal of growth, paying for growth. None of the project funds will come from property tax revenue or utility billing revenue, allowing the City to complete a major capital improvement project without a financial impact on neighbors.



Staff Recommendations

- Staff recommends approval of the resolution authorizing the Project Specific Purchase Order to THI Water Well, LLC for the Collin Pump Station Expansion project.





Item No. 7.n.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider an Ordinance adopting new solid waste rates for the City of Anna, Texas.
(Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna entered into a contract for exclusive solid waste services with CARDS Dallas, Incorporated, in 2020. At the August 10th City Council Meeting, staff presented a workshop item to the Council showing the anticipated rate adjustments for solid waste and recycling services for FY 2022. Staff received feedback to work with CARDS to extend their lease at the Public Works facility and minimize rate increases for Anna's neighbors. City staff has completed those efforts and is presenting three items pertaining to solid waste, including:

1. Ordinance to adopt solid waste rates for FY 2022 (this item)
2. Resolution to approve the first amended and restated contract by and between the City of Anna and CARDS Dallas, Inc.
3. Resolution to extend a lease agreement with CARDS Dallas, Inc.

These three items are companion items as each one is linked to the other. This is item #1 which will establish new solid waste rates and allow for items #2 and #3 in the list above to be considered for approval.

CARDS has demonstrated high quality service for Anna neighbors, including a cart pickup success rate of well over 99%. In addition, CARDS staff have been active in our community assisting the City and neighbors during the winter storm in February and actively participating in City functions.

As with all businesses in the United States, CARDS is facing increased fuel costs, a significant increase in the Consumer Price Index, and higher costs for equipment and materials. In addition, both North Texas Municipal Water District (Melissa Landfill) and FCC Environmental (Recycle Processing) have instituted significant price hikes on disposal of solid waste and recycling.

Staff have worked with CARDS to move forward with the lowest cost increase we could develop for the next year, which is the basis for the proposed rates. The new rates will include a cost increase for residential services, but will have no increases for commercial businesses. HOA's will be given a rate matching residential prices, and Anna ISD will see a small reduction in their rate. This rate combination maintains a

competitive residential rate while taking into account the significant cost increases which businesses and the school district saw last year as we transitioned to modernized solid waste services. In addition, disposal rates will be combined in the collection rate, to provide Anna neighbors with more cost certainty. In last year's rates, the disposal rate was a pass-thru, subject to change based on landfill and recycling process fees.

Staff finds the proposed rates to be a good compromise between the City and CARDS, and demonstrate a strong partnership between the two to ensure a high quality service for the community.

FINANCIAL IMPACT:

The proposed rate increases include an increase of residential solid waste rates of \$1.75/month. Commercial rates are not being increased as they were subject to a significant adjustment in 2020. The new rates will also adopt an HOA rate matching residential rates and a slightly reduced rate for Anna ISD through a reduction of the City's administrative fees.

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 Ordinance.

ATTACHMENTS:

1. Presentation - Solid Waste Renewal - Key Points
2. Ordinance - Adopt Solid Waste Rates (1)

APPROVALS:

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

Created/Initiated - 8/18/2021
Final Approval - 8/20/2021

THE CITY OF
Anna
SOLID WASTE RENEWAL

City Council
August 24, 2021

Overview

- Solid Waste Services
- Proposed Contract Amendments
- Current Rates
- Cost Factors
- Proposed Rates for Adoption
- Council Feedback & Next Steps



Solid Waste Services

- The City of Anna entered an exclusive contract for solid waste services with CARDS Dallas, Inc. in August of 2020.
- The contract term is for a period of 7 years, with an annual renewal period.
- The contract covers all solid waste and recycling services for all residences, businesses, and entities in the City limits.



Proposed Contract Amendments

- City to conduct all account billing (Commercial, Residential, etc.), with CARDS sending a single monthly invoice to the City for total service provided
- Simplify language on penalties and fines due to improved technology (3rd Eye) allowing easier/faster review and determination of fault
- Remove language from the original RFQ which no longer applies based on actual services selected for Anna
- Modify rate structures to account for additional rate payer types
- Implement a maximum annual rate change limit, with proper justification to demonstrate need (Fuel, CPI, Landfill/Recycling Processing Costs)
- **Combine disposal and collection rates to simplify billing and accounting (currently the disposal rate is a pass-thru subject to change – combining gives neighbors a more controlled cost)**



Current Rates

- Residential - \$15.25 (~~\$16.44*~~)
 - Solid Waste & Recycling Collection: \$13.71
 - Disposal: \$1.54 (~~\$2.73*~~)
- Commercial
 - Varies from \$20.48/month to \$3,342.76/month depending upon carts/dumpster size/number/pickup volume
- HOA
 - Modified to match residential cart rates last month, instead of commercial.

**Automatic increase to disposal rate at end of lease term for officing at Public Works.*



Cost Factors

- Fuel Cost Increase – ~35%
- Consumer Price Index Increase – 4.1% (impacts wages, material costs, etc.)
- Materials Recovery Facility Rate Increase – 25% (Recycling Center)
- Landfill Disposal Rate Increase – 5% (NTMWD)
- Average residential solid waste disposal weights in Anna are approximately 10% higher than the national average

*Note: These cost changes cause a significant increase to disposal rates (not collection)



Rate Negotiation With CARDS

- Initial proposed rate for residential: \$17.59
 - Includes CPI/Fuel adjustment to collection rate
 - Includes Landfill and Recycling Processing adjustment to disposal rate
- Staff met with CARDS and discussed the City Council's feedback, including the opportunity to renew the lease agreement for space at Public Works.
 - Initial proposed rate for residential w/lease savings: \$17.09
 - **Negotiated final proposed fee: \$16.99**



Proposed Rate Changes

- Residential Rate – \$16.99/month
- Commercial & Multi-Family Rates – No changes
- HOA Rate – change to match Residential Rate
- School District Rate – Commercial Rate minus City administrative costs



Residential Rate Comparison



Notes:

- *Other Cities are going through this same process, and it is expected their rates will also be increasing for next year*
- *Individual City rates are subject to annual changes and are typically impacted by location, landfill membership (NTMWD), customer volume, and rate matrix*

Staff Recommendations

- Staff recommends approval of the three companion items, including:
 - Ordinance adopting new solid waste rates
 - Resolution extending the CARDS Lease for 1 additional year
 - Resolution approving the first amended and restated contract for exclusive solid waste services with CARDS Dallas, Inc.



CITY OF ANNA, TEXAS

ORDINANCE NO. _____

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

WHEREAS, it is the responsibility of the City of Anna, Texas (the "City") to provide contract solid waste and recycling collection services to residents and businesses in the City; and,

WHEREAS, the City has a contract with CARDS Dallas, Incorporated, for exclusive solid waste services in the City of Anna; and,

WHEREAS, the City Council has found and determined a need to revise solid waste and collection fees based upon increased costs to provide service, including increased fuel costs, NTMWD landfill disposal costs, and FCC Recycling Center processing costs; and

WHEREAS, the City of Anna hereby establishes new garbage collection charges; and

WHEREAS, the new garbage collection charges shall go into effect on September 1, 2021; and

WHEREAS, the meeting and public hearing at which this ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE 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. Adoption of Garbage Collection Charges.

As relates to all solid waste and recycling collection in the City of Anna, the City Council hereby revises the current rates shown in Exhibit A and adopts the garbage collection charges as set forth in Section 3 and detailed in Exhibit B of this ordinance.

Section 3. Amendments to Part II of the Anna Code.

This ordinance amends Appendix A of the Anna City Code of Ordinances (the "Anna Code") to add the provisions below and rates and rate provisions included in Exhibit B, to become and made part of the Anna Code as follows:

- (a) Effective Date. Bills calculated after September 1, 2021, shall use the newly adopted rates presented fully in Exhibit B referenced herein.
- (b) Total monthly charges. The total monthly charges stated on customer bills shall be paid by the customer in accordance with the terms stated in such bill.

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 \$2,000 for each incidence of violation. Each violation is considered a separate offense and will be punished separately.

Section 5. Severability.

All ordinances of the City in conflict with the provisions of this ordinance are repealed to the extent of that conflict. If any section, paragraph, clause, or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

Section 6. Publication of the Caption Hereof and Effective Date.

This ordinance shall be in full force and effective from and after its passage and upon the posting and/or publication, if required by law, of its caption and the City Secretary is hereby directed to implement such posting and/or publication.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 24th day of August 2021.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

Exhibit A
Current Rates
(following page)

Sec. A6.001 Garbage collection charges

- (a) Residential polycart collection service, per residential unit*
- i. \$13.71 per month for solid waste, recycling, and 1x/month bulk trash service*
 - ii. \$1.54 per month disposal fee**
 - iii. \$7.00 per month for each additional polycart
 - iv. \$75.00 lost polycart fee

*Does not include sales tax or franchise fee.

**Disposal Fee based upon current landfill disposal costs and material recovery facility charges for recycling. Subject to change.

- (b) Commercial Collection and Disposal Service Rates: the following rates are for commercial solid waste services, which will be billed directly by the city's contractor.

- i. Dumpster Collection service rates*:

Dumpster Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
Cart	\$20.48	\$40.95	\$61.43	\$81.91	\$103.53	N/A
2 cu yd	\$72.90	\$118.77	\$184.30	\$245.73	\$318.78	\$383.33
3 cu yd	\$89.29	\$143.34	\$192.49	\$286.68	\$376.34	\$452.16
4 cu yd	\$105.16	\$163.82	\$233.55	\$327.64	\$429.47	\$515.81
6 cu yd	\$135.04	\$245.73	\$368.59	\$491.45	\$614.32	\$738.29
8 cu yd	\$159.39	\$312.14	\$442.75	\$573.37	\$717.26	\$860.04

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

- ii. Vertical Compactor Collection Service Rates*:

Vertical Compactor Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
2 cu yd	\$143.90	\$287.79	\$430.57	\$573.37	\$717.26	\$861.15
4 cu yd	\$266.75	\$532.40	\$799.17	\$1,064.82	\$1,331.57	\$1,597.22
6 cu yd	\$409.55	\$819.09	\$1,228.64	\$1,638.18	\$2,047.72	\$2,457.26
8 cu yd	\$561.19	\$1,122.38	\$1,683.55	\$2,211.54	\$2,784.90	\$3,342.76

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

iii. Commercial Disposal Fees**

Dumpster Disposal Fees						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
Cart	\$8.46	\$16.93	\$25.39	\$33.85	\$41.32	N/A
2 cu yd	\$30.13	\$49.09	\$76.17	\$101.56	\$132.61	\$158.44
3 cu yd	\$36.90	\$59.25	\$79.56	\$118.49	\$156.12	\$186.89
4 cu yd	\$43.46	\$67.71	\$96.53	\$135.42	\$177.51	\$213.19
6 cu yd	\$55.81	\$101.56	\$152.35	\$203.13	\$253.91	\$305.15
8 cu yd	\$65.88	\$129.01	\$183.00	\$236.98	\$296.46	\$355.48

Vertical Compactor Disposal Fees						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
2 cu yd	\$59.47	\$118.95	\$177.97	\$236.98	\$296.46	\$355.93
4 cu yd	\$110.26	\$220.06	\$330.31	\$440.11	\$550.37	\$660.17
6 cu yd	\$169.27	\$338.55	\$507.82	\$677.10	\$846.37	\$1,015.65
8 cu yd	\$231.95	\$463.90	\$695.86	\$914.08	\$1,151.07	\$1,381.65

**Disposal Fee based upon current landfill disposal costs and material recovery facility charges for recycling. Subject to change.

(d) Roll-off container rates: The following rates are for large roll-off containers, which will be billed directly by the city's contractor.

i. Roll-off bin collection service rates*:

Size/Pickup	Rental Fee per month	Delivery Fee	Collection Fee (per pull)	Disposal Fee** (per ton)
20 cu yd	\$150.00	\$100.00	\$300.00	\$42.00
30 cu yd	\$200.00	\$100.00	\$350.00	\$42.00
40 cu yd	\$225.00	\$100.00	\$400.00	\$42.00

*Rates do not include sales tax, or franchise fee.

**Disposal Fee based upon current landfill disposal costs and material recovery facility charges for recycling. Subject to change.

Exhibit B
Proposed Rates for Adoption
(following page)

Sec. A6.001 Garbage collection charges

(a) Residential polycart collection service, per residential unit*

- i. \$16.99 per month for solid waste, recycling, and 1x/month bulk trash service*
- ii. \$7.00 per month for each additional polycart
- iii. \$75.00 lost polycart fee

*Does not include sales tax or franchise fee.

(b) Homeowners Association polycart collection service, per HOA unit*

- i. \$16.99 per month for solid waste, recycling, and 1x/month bulk trash service*
- ii. \$7.00 per month for each additional polycart
- iii. \$75.00 lost polycart fee

*Does not include sales tax or franchise fee.

(c) Commercial Collection and Disposal Service Rates: the following rates are for commercial and multi-family solid waste services, which will be billed by the city.

iv. Dumpster Collection and Disposal service rates*:

Dumpster Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
Cart	\$ 28.94	\$ 57.88	\$ 86.82	\$ 115.76	\$ 144.85	\$ -
2 cu yd	\$ 103.03	\$ 167.86	\$ 260.47	\$ 347.29	\$ 451.39	\$ 541.77
3 cu yd	\$ 126.19	\$ 202.59	\$ 272.05	\$ 405.17	\$ 532.46	\$ 639.05
4 cu yd	\$ 148.62	\$ 231.53	\$ 330.08	\$ 463.06	\$ 606.98	\$ 729.00
6 cu yd	\$ 190.85	\$ 347.29	\$ 520.94	\$ 694.58	\$ 868.23	\$ 1,043.44
8 cu yd	\$ 225.27	\$ 441.15	\$ 625.75	\$ 810.35	\$ 1,013.72	\$ 1,215.52

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

v. Vertical Compactor Collection and Disposal Service Rates*:

Vertical Compactor Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
2 cu yd	\$ 203.37	\$ 406.74	\$ 608.54	\$ 810.35	\$ 1,013.72	\$ 1,217.08
4 cu yd	\$ 377.01	\$ 752.46	\$ 1,129.48	\$ 1,504.93	\$ 1,881.94	\$ 2,257.39
6 cu yd	\$ 578.82	\$ 1,157.64	\$ 1,736.46	\$ 2,315.28	\$ 2,894.09	\$ 3,472.91
8 cu yd	\$ 793.14	\$ 1,586.28	\$ 2,379.41	\$ 3,125.62	\$ 3,935.97	\$ 4,724.41

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

(d) Independent School District Collection and Disposal Service Rates: the following rates are for Anna Independent School District solid waste services, which will be billed by the city.

vi. Dumpster Collection service rates*:

Dumpster Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
Cart	\$ 26.27	\$ 52.54	\$ 78.81	\$ 105.08	\$ 131.35	\$ -
2 cu yd	\$ 93.52	\$ 152.37	\$ 236.43	\$ 315.24	\$ 409.81	\$ 491.77
3 cu yd	\$ 114.54	\$ 183.89	\$ 246.94	\$ 367.78	\$ 483.37	\$ 580.07
4 cu yd	\$ 134.90	\$ 210.16	\$ 299.62	\$ 420.32	\$ 550.96	\$ 661.72
6 cu yd	\$ 173.24	\$ 315.24	\$ 472.86	\$ 630.48	\$ 788.10	\$ 947.14
8 cu yd	\$ 204.48	\$ 400.44	\$ 568.00	\$ 735.56	\$ 920.16	\$ 1,103.34

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

vii. Vertical Compactor Collection Service Rates*:

Vertical Compactor Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
2 cu yd	\$ 184.60	\$ 369.20	\$ 552.38	\$ 735.56	\$ 920.16	\$ 1,104.76
4 cu yd	\$ 342.22	\$ 683.02	\$1,025.24	\$ 1,366.04	\$ 1,708.26	\$ 2,049.06
6 cu yd	\$ 525.40	\$ 1,050.80	\$1,576.20	\$ 2,101.60	\$ 2,627.00	\$ 3,152.40
8 cu yd	\$ 719.94	\$ 1,439.88	\$2,159.82	\$ 2,837.16	\$ 3,572.72	\$ 4,288.40

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

(d) Roll-off container rates: The following rates are for large roll-off containers, which will be billed directly by the city's contractor.

i. Roll-off bin collection service rates*:

Size/Pickup	Rental Fee per month	Delivery Fee	Collection Fee (per pull)	Disposal Fee** (per ton)
20 cu yd	\$150.00	\$100.00	\$300.00	\$42.00
30 cu yd	\$200.00	\$100.00	\$350.00	\$42.00
40 cu yd	\$225.00	\$100.00	\$400.00	\$42.00

*Rates do not include sales tax, or franchise fee.

**Disposal Fee based upon current landfill disposal costs and material recovery facility charges for recycling. Subject to change.



Item No. 7.o.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution adopting the first amended and restated exclusive contract for Solid Waste Services in the City of Anna by and between the City of Anna and CARDS Dallas, Inc. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna entered into a contract for exclusive solid waste services with CARDS Dallas, Incorporated, in 2020. At the August 10th City Council Meeting, staff presented a workshop item to the Council showing the anticipated rate adjustments for solid waste and recycling services for FY 2022. Staff received feedback to work with CARDS to extend their lease at the Public Works facility and minimize rate increases for Anna's neighbors. City staff has completed those efforts and is presenting three items pertaining to solid waste, including:

1. Ordinance to adopt solid waste rates for FY 2022.
2. Resolution to approve the first amended and restated contract by and between the City of Anna and CARDS Dallas, Inc. (this item)
3. Resolution to extend a lease agreement with CARDS Dallas, Inc.

These three items are companion items, as each one is linked to the other. This is item #2 which will renew the contract with CARDS and allow for item #3 in the list above to be considered for approval.

FINANCIAL IMPACT:

The financial impacts pertaining to the contract are included in the Ordinance adopting new solid waste rates.

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. 1st Amended Solid Waste Contract C03029D20210819CR1 clean
2. CARDS Contract - Revised Fees C03029D20210819CR1 clean
3. Res - Solid Waste

APPROVALS:

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

Created/Initiated - 8/20/2021
Final Approval - 8/20/2021

CITY OF ANNA

FIRST AMENDED AND RESTATED SOLID

WASTE COLLECTION AND DISPOSAL

CONTRACT

STATE OF TEXAS §
 § **FIRST AMENDED AND RESTATED SOLID WASTE**
 § **COLLECTION AND DISPOSAL CONTRACT**
COUNTY OF COLLIN §

This First Amended and Restated Solid Waste Collection and Disposal Contract (the “Contract”) is entered into by and between the City of Anna, Texas, a Texas home rule municipality (the “City”) and CARDS DALLAS INC, a corporation licensed to do business in the State of Texas and CARDS HOLDINGS, INC., a corporation licensed to do business in Arkansas (CARDS DALLAS INC and CARDS HOLDINGS, INC. collectively referenced as “Contractor”), acting by and through their authorized representatives.

WITNESSETH

WHEREAS, City is empowered under state and local law to provide solid waste Collection and Disposal services to its residents and commercial establishments and has the authority to enter into solid waste service Contracts to acquire, sell, lease or allow for the operation of all or any part of a solid waste management system, including the Collection, transportation and Disposal of solid waste; and

WHEREAS, the 2020 the Contractor submitted a proposal, in response to a Request for Proposal from the City, to provide solid waste Collection and Disposal services, including the Collection of recyclables and, bulk trash, including brush pickup, within the City, and to perform such work as may be incidental thereto; and

WHEREAS, the City approved and authorized the City Manager to execute a contract for solid waste and recycling services by and between the City of Anna, Texas, and CARDS Dallas, Incorporated as stated in Resolution 2020-7-759, approved on July 14, 2020; and

WHEREAS, the Contractor has completed the first year of the original seven-year contract term; and

WHEREAS, the City and Contractor both desire to make amendments to the original contract approved by Resolution 2020-7-759; and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

1. The Contractor is hereby granted the sole and exclusive privilege and duty, to the extent allowed by law, within the territorial jurisdiction of the City, and agrees to furnish all personnel, labor, equipment, trucks, and other items necessary to provide Solid Waste Collection, hauling and Disposal for residential, commercial and industrial/Roll-off customers and Recyclable Materials Collection and Processing in accordance with this Contract and to perform all of the work called for and described in the Contract documents.
2. The initial term this Contract shall be for a period of seven (7) years, beginning on August 31, 2020 and terminating on September 30, 2027. After the initial term, the City may renew this Contract for three

**FIRST AMENDED AND RESTATED SOLID WASTE COLLECTION AND DISPOSAL CONTRACT
BETWEEN CITY OF ANNA AND CARDS**

(3) additional renewal terms of one (1) year each. The Contractor may prohibit the City from exercising an optional renewal term by providing written notice to the City of its election to reject a renewal term on or before eleven (11) months before the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract. If the Contractor does not provide such written notice to the City on or before eleven (11) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract prohibiting City from exercising the optional renewal term, the City may upon written notice to the Contractor not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract exercise such optional renewal term by such notice. This provision in no way limits the City's right to terminate this Contract at any time during the initial term or any optional renewal term thereof in accordance with this Agreement.

3. This Contract includes the General Conditions attached hereto, and shall also include the following Contract Documents which are incorporated herein by reference as if set forth verbatim in this Contract:

- A. City Council Resolution approving Original Contract. (Exhibit "A")
- B. Solid Waste and Recycling Collection Fees (Exhibit "B")
- C. Original Contract (Exhibit "C")

In the event of any conflict between or among the Contract Documents, this Contract shall control. In the event of a conflict between this Contract (including its General Conditions) and its exhibits, the sequencing of the documents are intended to represent priority. For example, the General Conditions will prevail over conflicts in other Contract Documents.

4. All provisions of this Contract shall be strictly complied with by the Contractor, and no amendment to this Contract shall be made except upon the mutual written agreement of the parties. No amendment shall be construed to release either party from any obligation of this Contract except as specifically provided in such amendment.

5. The Contractor shall keep in full force and effect throughout the term of this Contract insurance, and performance bonds, as recited herein, in the amounts and types specified in and required by the Contract documents.

6. The Contractor has the sole obligation to exercise and enforce, at its sole expense, the exclusivity provided for herein as against third parties, and may present claims and bring suit for its damages and injunctive relief against third parties—but not against the City—for a violation of Contractor's exclusivity herein.

7. This Contract shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This Contract may not be assigned or delegated without the consent of the City, which consent shall not be unreasonably withheld.

8. This Contract is the entire agreement between the parties with respect to the subject matter covered in this Contract. There is no other collateral, oral, or written agreement between the parties that in any matter relates to the subject matter of this Contract, except as provided in the Contract documents.

9. The validity of this Contract and any of its terms and provisions, as well as the rights and obligations of the parties, shall be governed by the laws of the State of Texas; and exclusive venue for any action concerning this Contract shall be in a court of proper jurisdiction of Collin County, Texas.

10. In the event anyone or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect other provisions, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Executed in single or multiple originals this _____ day of _____ 2021.

CARDS DALLAS INC

By: _____
Dan Christensen, its President
[insert mailing address of company]

CARDS HOLDINGS, INC

By: _____
Dan Christensen, its President
[insert mailing address of company]

CITY OF ANNA, TEXAS

By: _____
Jim Proce, City Manager
111 N. Powell Parkway
Anna, Texas 75409

**CITY OF ANNA SOLID WASTE
COLLECTION AND DISPOSAL CONTRACT
GENERAL CONDITIONS**

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ARTICLE 1 Definitions

Terms defined herein and their derivations shall have the meanings as set forth in herein.

Bulky Waste: Bulky Waste shall mean solid waste composed of materials not easily contained in a Cart such as, but not limited to white goods, furniture, Yard Trimmings, large electronics, and other oversized solid waste. Any solid waste not placed within a Cart will be removed by the Contractor as Bulky Waste.

Business Day: Business day shall mean any day, Monday through Friday, from 8:00 AM, Central Standard Time until 5:00 PM, Central Standard Time, which is not a holiday designated as such in the Contract.

Cart: Cart shall mean a receptacle purchased by the Contractor or City meeting the specifications set forth in this Contract which designed to be mechanically dumped into a loader-packer type truck via a fully-automated truck arm (ANSI Z245.60 Type G) and semi-automated truck tipper (ANSI Z245.60 Type B).

City: City shall mean the City of Anna, Texas.

City Facility: City Facility shall mean any City owned or operated facility designated by the Contract Administrator as a City Facility to receive City services. The City has the sole authority to add or eliminate City Facilities to receive City services.

Collect or Collection: Collect or Collection shall mean the act of removing solid waste, including Bulky Waste, for transport to a Disposal site or the act of removing Program Recyclable Materials and program household hazardous waste and electronics for transport to a Processing facility.

Commercial Service Unit: Commercial Service Unit shall mean all establishments other than residential service units, Homeowner Association Units, or Independent School District Units within the corporate limits of the City

Compactor: Compactor shall mean a mechanical unit that receives, compacts and reduces the volume of solid waste or Recyclable Materials.

Container: Container shall mean Carts, Dumpsters and Roll-offs.

Contract: Contract shall mean this Contract, inclusive of these General Conditions, the Request for Proposals, Instructions to Bidders, Contractor's Proposal, Contract Specifications, this Contract, Performance Bond or Letter of Credit, and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

Contract Administrator: Contract Administrator shall mean the person, or his designee, designated by the City to administer and monitor the provisions of this Contract.

Contractor: Contractor shall mean CARDS Dallas Inc, a Texas corporation, and CARDS Holdings, Inc., an Arkansas corporation.

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Disaster Debris: Disaster debris shall mean any waste materials including building materials, sediments, vegetative debris, personal property, and other materials resulting from a disaster. Disaster debris may be generated by any sector affected by a disaster (e.g., households, businesses, government, etc.)

Dispose or Disposal: Dispose or Disposal shall mean the deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water Dispose or Disposal; Dispose or Disposal shall further mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether Containerized or un-Containerized) into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall lawfully Dispose of materials at a Disposal site.

Disposal Site: Disposal site shall mean a landfill or other solid waste management facility permitted under all applicable local, state, and federal laws and regulations for Disposal of solid waste.

Dumpster: Dumpster shall mean a metal receptacle with a tight-fitting lid and a minimum capacity of approximately two (2) cubic yard, a maximum capacity of eight (8) cubic yards, and designed to be lifted and emptied mechanically. Contractor shall provide Dumpsters to customers.

Homeowner Association Units: Shall mean a property owners association as defined in Chapter 209 of the Texas Property Code.

Independent School District Units: Shall mean facilities owned and operated by Anna ISD.

Implementation Plan: Implementation Plan shall mean the formal plan prepared by the Contractor and approved by the City Manager for transitioning solid waste services from the current provider to the Contractor.

Original Contract: Original Contract shall mean the contract approved by the City Council in Resolution 2020-7-759, dated July 14, 2020.

Process or Processed or Processing: Process or Processed or Processing shall mean recovery of Recyclable Materials, treatment into recovered materials, and marketing of recovered materials to end markets and recovery of program household hazardous waste and electronics, treatment of program household hazardous waste and electronics, and marketing of recovered materials to end markets.

Processing Facility: Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for Processing of Recyclable Materials and/or program household hazardous waste and electronics.

Program Household Hazardous Waste and Electronics: Program Household Hazardous Waste and Electronics shall mean materials proposed by Contractor to be included and agreed by the City to be included as program household hazardous waste and electronics.

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Program Recyclable Materials: Program Recyclable Materials shall mean mixed waste paper (including corrugated cardboard, newspaper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, magazines etc.), bagged shredded paper, steel and tin cans (fruit and vegetable cans), aluminum cans, plastic Containers - # 1,2,3,4,5 & 7, and glass bottles/jars/Containers and shall be collected in a Single Stream. In addition, Program Recyclable Materials include other materials proposed by Contractor to be included and agreed by the City to be included as Program Recyclable Materials.

Recyclable Material: Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, Recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable material is not solid waste. However, recyclable material may become Solid Waste at such time, if any, as it is abandoned or Disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or disposing of such material.

Recycling: Recycling shall mean a Process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, Recycling includes the composting Process if the compost material is put to beneficial use.

Recycling Services: Recycling Services shall mean the Collection and Processing of Program Recyclable Materials and Program Household Hazardous Waste and Electronics.

Residential Unit: Residential Unit shall mean a room or a group of rooms including cooking accommodations, occupied by one family, and in which not more than two persons, other than members of the family, are lodged or boarded for compensation at any one time and/or as designated by the Contract Administrator as a Residential Unit.

Roll-off: Roll-off shall mean a metal receptacle with a minimum capacity of approximately twenty (20) and a maximum capacity of forty (40) cubic yards, intended for high-volume generation of solid waste, and designed to be transported to a Disposal site by loading of receptacle onto rear of transporting vehicle. Contractor shall provide Roll-offs.

Set-out: Set-out shall mean material(s) placed by a customer for Collection by Contractor.

Single Stream: Single Stream shall mean commingled and not required to be subdivided by the customer prior to Collection.

Solid Waste: Solid Waste shall mean garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

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- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
- c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids Processing plants, pressure maintenance plants, or depressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.); or
- d) Unacceptable waste.

Solid Waste Services: Solid Waste Services shall mean the Collection and Disposal of solid waste including without limitation Bulky Waste.

Special Events: Special Events shall mean events sponsored in whole or in part by the City, or conducted within the City and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized musical and sporting events.

Unacceptable Set-out: Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Agreement.

Unacceptable Waste: Unacceptable Waste shall mean any solid waste, the acceptance and handling of which by Contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, untreated Medical Waste, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.

White Goods: White Goods shall mean all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash Compactors and other items of similar weight, material, size and nature.

Yard Trimmings: Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials.

ARTICLE 2 Types of Collection

2.01 Residential Collection:

2.01.01 Contractor shall collect Solid Waste and Program Recyclable Materials from the premises of residential accounts within the City utilizing Carts and semi-automated or automated Collection vehicles. Separate Carts shall be provided for Solid Waste and for Program Recyclable Materials. All Residential Units will be furnished by Contractor with a new Cart for Solid Waste Services and Recycling Services as described in this Contract within five (5) business days from request submitted

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to the Contractor. Residential Units will be provided with additional Carts if requested by the customer. Point of service or Collection shall be the paved alley at the driveway connection to the Residential Unit, the street at the driveway connection to the Residential Unit, or at some other location determined by the City. Side door collection for those residents that are physically unable to place their Cart in the required location will be provided at no additional charge. Collection of Solid Waste, Program Recyclable Materials, shall occur a minimum of once weekly, on the same scheduled day, unless otherwise specified. The Contractor may revise or amend the designated collection routes subject to approval by the Contract Administrator.

2.01.02 Residential Collection Set-out, including Bulky Waste, has no Set-out limits. Residents may Set-out excess solid waste, Bulky Waste and Program Recyclable Materials outside Carts. Contractor shall collect all Christmas trees outside of Carts for the two weeks following December 25th.

2.01.03 All Collection from Residential Units of solid waste and Program Recyclable Materials will occur on the same day of the week. Bulky Waste Collection is provided on the same day as Collection of solid waste and Program Recyclable Materials or the following day once per month. Contractor may not require customers to separate Yard Trimmings or other brush or prepare same in any particular manner for purposes of processing same by mulching or composting. Bulky Waste Collection will be limited to three (3) cubic yards per Collection. The Contractor will also provide Solid Waste Services via temporary Roll-offs to residential customers via 20 CY, 30 CY, and 40 CY Roll-offs with and without Compactors.

2.01.04 As part of the Residential services under this Contract, the Contractor will provide one annual Collection of Program Household Hazardous Waste and Electronics. These services will be provided as an event at a certain location as determined by the City. The date and the time of said event will be as agreed to by the City and Contractor. Said services shall be provided for a mutually agreeable fee.

2.02 Commercial Service Units, Homeowner Association Units, and Independent School District Units Collection

2.02.01 In addition to residential services, the Contractor will provide Collection of solid waste via Carts, Dumpsters or Roll-offs to Commercial Service Units, Homeowner Association Units, and Independent School District Units. The Contractor will provide at a minimum once per week Solid Waste Services for such units. For such units that are low waste generators, the Contractor will provide once per week Collection of solid waste via up to three 96-gallon Carts. For such units that are not low waste generators, the Contractor will provide at least once per week and up to six days per week Collection of solid waste via 2 cubic yard (CY), 4 CY, 6 CY, and 8 CY Dumpsters without vertical Compactors and 4 CY, 6 CY, and 8 CY Dumpsters with vertical Compactors. The Contractor will also provide Solid Waste Services via Roll-offs to customers via 20 CY, 30 CY, and 40 CY Roll-offs with and without Compactors.

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2.02.02 In addition to Solid Waste Services, the Contractor will offer, as a non-exclusive service, Recycling services to Commercial Service Units. To incentivize Recycling, the Contractor will provide service fees for Recycling services that are equal to or less than the equivalent service fee for Solid Waste Services.

2.02.03 Collections frequency and Container size and quantity shall be adequate to maintain premises free of accumulation of waste. Collection shall be in a Container as designated by customer. All Containers shall be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable Container pads, locations and screenings, provided however such pads or locations must be sufficient to bear the weight of all the Contractor's equipment and vehicles reasonably required to perform the service provided herein.

2.02.04 The Contractor will be responsible for purchase, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements related to Dumpsters, Roll-offs, and Compactors owned by the Contractor. Customers may elect to purchase Compactors. All Dumpsters shall have lids that fully close. Dumpsters and Roll-offs must be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for the Dumpster or Roll-off size. Dumpsters and Roll-offs shall be painted at least once every 2-1/2 years and shall be steam cleaned at least once each year or as directed by the City. The Contractor is responsible for removing graffiti from its Dumpsters, Roll-offs, and Compactors. Collection drivers shall notify the Contractor at the end of each day of any Dumpster, Roll-off, or Compactor containing graffiti. The Contractor shall remove any graffiti from its Dumpsters, Roll-offs, and Compactors within five (5) business days of notification. Each Dumpster, Roll-off, and Compactor of the Contractor is subject to inspection by the City and approval as to appearance and condition before placement at any City Facility. A Dumpster, Roll-off, or Compactor of the Contractor shall be reconditioned and repainted if necessary before being supplied to a City Facility that had not used it earlier. If the City so requires, a Dumpster, Roll-off, or Compactor shall be cleaned or repainted within seven (7) days. If appropriate to serve the City's needs and/or locations, the City may require the Contractor to install and service a Dumpster, Roll-off, or Compactor. Damage to Dumpster, Roll-off, or Compactor on customers' premises is at the Contractor's risk, as between those parties and without affecting the risk or liability of others. The Contractor shall be responsible for the repair of all Dumpsters, Roll-offs, or Compactors damaged due to the Contractor's negligence. The Contractor shall repair or replace within one business day any Dumpster, Roll-off, or Compactor that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

2.03 City Services: The Contractor will provide City services at no charge to the City. City services include the following:

1. City Facilities Solid Waste Services and Recycling Services. The Contractor will provide solid waste services and recycling services to all current and future City facilities. This includes hauling and disposing of sludge from the City's wastewater treatment plant.

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2. City Sponsored Special Events. The Contractor will provide solid waste services and recycling services to any City sponsored special event. Currently the City hosts 3-5 special events per year. The Contractor will provide up to twenty-five (25) 90-96-gallon solid waste Carts and twenty-five (25) 90- 96-gallon recycling Carts per event or containers equivalent to. The City will provide a two-week notification to the Contractor to schedule such events and provide information on the number of Carts needed and the location to stage Carts and pick up. Upon completion of the event, the Contractor will pick up the Carts within 24 hours.

2.04 Unacceptable and Uncollectible Waste:

2.04.01 The Contractor shall tag items placed for Collection that are not collectable under the terms of the Contract. The Contractor shall promptly notify the City of the address where the tagged item is located but no later than by 10:00 AM, Central Standard Time, the next business day. The procedure and forms utilized to provide notice to customers must be approved by the Contract Administrator. The Contractor shall report unusual accumulations and Unacceptable Waste to the City. The City shall determine whether the customer has or is habitually abusing the waste Collection services. Upon such determination, the customer shall be advised to eliminate the accumulation, which may be through services of the Contractor. Future unusual accumulations at the same location may involve City Code Enforcement action.

2.04.02 The Contractor shall collect all Solid Waste and Recyclable Materials Set-out in Carts, Dumpsters, and Roll-offs. For Residential Units, the Contractor shall collect all Christmas trees from residential service units for the two-week period following December 25th of each year. If the City elects once per month bulky waste services for residential units, the Contractor shall collect up to four (4) cubic yards of bulky waste per collection. The Contractor is not responsible for collecting in excess of the Set-out limits. It shall be the Contractor's responsibility to give notice first to the customer and also to the Contract Administrator if a Set-out exceeds the Set-out limits. The City shall be the sole and final judge as to whether a Set-out exceeds the Set-out limits.

2.04.03 The Contractor may inspect each Set-out prior to collection for compliance with this Contract. For all unacceptable Set-outs, the Contractor shall provide a written report of the unacceptable Set-outs including the address, the reason(s) the Set-out was an unacceptable Set-out, and other information as requested by the City to the City by 10:00 AM, Central Standard Time, the next business day. Prior to collection of the Set-out, the Contractor may designate a Set-out as an unacceptable Set-out for the following reasons:

1. Set-out exceeds the Set-out limits established in this Contract; or
2. Set-out of Program Recyclable Materials contains more than twenty-five percent (25%) of non-recyclable materials by weight.

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The Contractor may not designate a Set-out as an unacceptable Set-out for any reason other than those identified in this Contract. If the Contractor designates a Set-out as an unacceptable Set-out for any of the reasons set forth in this Contract, the Contractor shall:

1. Collect the portion of the Set-out that is properly Set-out; and
2. Immediately provide an unacceptable Set-out notice to the customer stating the reason the Set-out or portion of the Set-out was designated as an unacceptable Set-out.

2.05 Recyclable Materials:

2.05.01 The Contractor must Process a minimum of ninety-five percent (95%) by weight of Program Recyclable Materials from all Residential Units into recovered material per month.

2.05.02 The Contractor shall provide for the Single Stream Collection and Processing of all Program Recyclable Materials as defined in this Contract. The Contractor may retain all revenues from the sale of all collected Program Recyclable Materials.

2.05.03 The Contractor shall not commingle Program Recyclable Materials with Solid Waste or other non-recyclable material. The Contractor shall not Dispose of any Program Recyclable Materials in any manner other than at and through an appropriate Recycling facility, except when approved, in advance and writing, by the City. The Contractor shall not market or transfer Program Recyclable Materials to any person or entity that the Contractor knows or reasonably should know will Dispose of Program Recyclable Materials in any manner other than at and through an appropriate Recycling facility, except when approved, in advance and writing, by the City. Under no circumstances shall the delivery to and deposit of Program Recyclable Materials at any landfill, dump, transfer station or other facility used for the final deposit of waste material, or any other disposition of recyclables to any person, location or facility other than a recognized Recycling facility, be construed to comply with the prohibitions of this paragraph.

2.05.04 A violation of the foregoing provision is a breach of this Contract and may result, at the City's discretion, in the assessment of administrative charges and/or termination of the Contract. All remedies are non-exclusive and the City may elect to pursue any one or more remedy or sanction, including the filing of criminal charges, without waiving the right to pursue any other remedy or sanction.

2.06 Roll-Offs: Upon request of a Residential Unit customer, Contractor shall provide temporary Roll-off Collection in accordance with the Original Contract.

2.07 Exclusive Services: The Contractor shall be the City's exclusive Contractor for the Collection of Solid Waste, Program Recyclable Materials and Bulky Waste from Residential Units and Collections from Commercial Service Units in the City including the Anna Independent School District. The exclusive right does not include properties located in the City's Extraterritorial Jurisdiction (ETJ). However, the Contractor is not prohibited from seeking to provide trash collection services to properties in the ETJ. The exclusive

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right includes the provision of Solid Waste Collection services to construction projects within the City. In addition, the Contractor shall have the exclusive right to provide all Recycling Collection services to Residential Units. The Contractor shall have the non-exclusive right to provide Recycling Collection to Commercial Service Units and City Facilities. The Contractor, not the City, shall be solely responsible for defending the rights granted to the Contractor herein against third parties.

ARTICLE 3 Collection Operations

3.01 Hours of Operation: Collection of Solid Waste and Program Recyclable Materials shall begin no earlier than 7:00 o'clock a.m. and shall generally not extend beyond 7:00 o'clock p.m. Central Standard Time. No regular weekly residential Collection shall occur on Saturday, however, irregular Collection schedules shifted to accommodate holidays may occur on Saturdays. No Collection shall be made on Sunday. Commercial services shall be provided Monday through Saturday. The Contractor shall not change collection days or schedules to Residential Units without written authorization by the Contract Administrator. The City and the Contractor shall mutually agree to holidays to be observed. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday. The City shall determine the service level, including container type and collection frequency, and schedule for all City Facilities Collections. Commercial services and Roll-off services customers and the Contractor shall agree upon the collection schedule and days subject to no objection by the City.

3.02 Hours of Disposal: Contractor shall Dispose of waste within the operating hours of the Disposal Site.

3.03 Routes of Collection: Collection routes shall be established by the Contractor as approved by the Contract Administrator. The Contract Administrator shall be provided route Collection maps and Container locations.

3.04 Holidays: Holidays for purposes of this Contract will be provided by the Contractor based upon the landfill schedules, including any of the following holidays which fall on a weekday (Monday thru Friday):

- New Years Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Christmas Day

3.05 Alternate Schedule: Contractor may elect to observe any or all the above-referenced holidays by suspension of Collection service on the holiday; provided, however, the Contractor shall collect for Residential Units the next calendar day following the holiday. Contractor shall provide an annual holiday schedule to City each October and updates quarterly. Contractor shall inform customers by public notice in a newspaper of general circulation, mail out piece, electronic mail and website alert or other effective means as agreed upon with City.

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3.06 Vehicle Maintenance and Specifications:

3.06.01 The average age of frontline collection vehicles (including chassis and packer) shall not exceed the age of this Contract. No more than 50% of the fleet shall be at an age beyond age of this Contract. The age of a vehicle will be deemed to be the age of the oldest of the two primary components of the vehicle (chassis and packer). For example, during the first year of this Contract, the average age of all vehicles shall be no more than one (1) year. During the second year of this Contract the average age of all vehicles shall be no more than two (2) years, and so on for the duration of this Contract. All vehicles shall be kept in a clean and sanitary condition. Collection and management vehicles shall be painted in the Contractor's color or colors schemes. The vehicles shall be uniquely numbered, and the vehicle numbers shall be painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle. No advertising shall be permitted other than the name, address, and phone number of the Contractor.

3.06.02 Collection vehicles shall be manufactured to provide the services specified. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and driver may communicate during the route collection. In addition, collection vehicles will have back-up cameras, spill kits, and GPS tracking capability. The GPS equipment shall enable the Contractor to verify the location and routes of all trucks deployed in the City. All trucks shall also be equipped with camera equipment and technology, to enable and deploy a set of cameras that record the activities of trucks used in the City, which can be recalled and viewed by the City as needed.

3.06.03 The Contractor shall utilize equipment which can safely maneuver all City streets and properly collect waste and redistribute Carts. Contractor shall review existing neighborhoods, including streets and on-street parking conditions to ensure that all equipment used shall meet this requirement.

3.06.04 The Contractor shall maintain a complete inventory showing each vehicle (type, capacity, approximate age) used for performing services within the City. Upon approval of the City, the Contractor may change vehicles from time-to-time and shall revise the inventory accordingly. Replacement vehicles shall conform to this Section 3.06. The City may consider allowing the Contractor to utilize older vehicles in a temporary manner due to unforeseen vehicle damage or breakdown. Such temporary vehicle usage shall not exceed 30 calendar days prior to being replaced with a permanent vehicle conforming to this Section 3.06.

3.06.05 The Contractor shall exercise care to prevent spilling, leaks and littering during the Collection Process. The Contractor shall ensure all materials hauled are contained, tied, or enclosed to prevent spilling, leaking and littering. The Contractor shall immediately pick up and clean up all spills, leaks and litter resulting from Contractor's proposer's vehicles/equipment, or by Contractor's employees or subcontractors while performing services under this Contract. Each vehicle shall be equipped with the proper tools and cleaning equipment to adequately clean up any spillage. No equipment shall be allowed to leak or scatter any waste within the limits of the City nor while en route to the Disposal Site where such accumulations shall be dumped.

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3.07 Commingling and Disposal of Recyclable Materials Prohibited:

3.07.01 Except when approved in writing by the City, the Contractor shall not commingle Recyclable Materials with any other materials. Commingling of such materials is a breach of this Contract that may result, at the City's discretion, in administrative charges and/or termination of this Contract.

3.07.02 The Contractor shall not dispose of any Recyclable Materials collected for recycling, or market such materials to markets that the Contractor knows or reasonably should have anticipated will dispose of the materials, except when approved, in writing, by the City.

3.07.03 Disposal of Recyclable Materials collected for recycling, or marketing of such materials to markets that the Contractor knows or reasonably should have anticipated will dispose of such materials, except when approved by the City, is a breach of this Contract that may result in administrative charges and/or termination of this Contract.

3.07.04 In this Section 3.07, "dispose" or "disposal" means the delivery to and deposit of Recyclable Materials at any landfill, dump, transfer station or other facility used for the final deposit of waste material, or any other disposition of Recyclable Materials to any person, location or facility other than a recognized recycling facility.

3.08 Disposal and Processing Services:

3.08.01 The Contractor will be responsible for providing disposal services. Contractor shall have and maintain during the term hereof, adequate disposal and processing capacity for the City's needs and the needs of all Residential Units and all Commercial Service Units within the City. All solid waste collected under this Contract shall be disposed of at a Disposal Site properly authorized under all applicable federal, state and local laws. All recyclable materials collected under this Contract shall be processed at a processing facility properly authorized under all applicable federal, state and local laws.

3.08.02 The Contractor will be responsible for processing all recyclable materials collected from the City and all . The Contractor must process a minimum of ninety-five percent (95%) by weight of program recyclable materials from residential customers into recovered material per month. Prior to award of this Contract, the City and the Contractor will agree to the minimum processing requirements for hazardous waste and electronics services collection.

3.09 Carts:

3.09.01 New Carts shall meet the requirements set forth in the Original Contract. Carts must be 90-96 gallons. In addition, recycling Carts must have a full-color in-mold label on the lid of the Cart of Program Recyclable Materials and non-Program Recyclable Materials with a minimum size of 100 square inches.

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3.09.02 The Contractor shall supply all new Carts during the term of this Contract, be responsible for maintenance, repair, warranty issues, replacement, and retain ownership of Carts in the possession of residential units at the expiration of this Contract.

3.09.03 Upon notice from the City, the Contractor shall deliver new Carts to new customers. The Contractor will be responsible for responding to requests from and delivering Carts to customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than three (3) business days after notice. Used Carts must be cleaned prior to reentry into the system and delivery to customers. Damaged Carts shall be removed at the same time a replacement Cart is delivered. Customers shall be provided with instructions for proper use, including any customer actions that would void manufacturer warranties, such as placement of hot ashes in the Cart causing the Cart to melt, and procedures to follow to minimize potential fire problems.

ARTICLE 4 Complaints; Missed Collections

4.01 Contractor's Office: The Contractor shall maintain an office or other facilities through which it can be contacted. The office shall be equipped with sufficient telephones having toll free phone numbers and have a responsible person in charge and an adequate number of competent persons available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular Collection days. When residential Collection is postponed one day for the holiday schedule the Contractor's customer service personnel must be available to answer phones on all days during which Collection service is provided. An informative recording answering frequently asked questions and voicemail shall be available at all other hours.

4.02 Customer Service and Complaint Resolution:

4.02.01 The Contractor will be primarily responsible for complaints and the City will forward all initial complaints to the Contractor for resolution. Customer complaints shall be directed to the Contractor, and the Contractor shall give each complaint received prompt and courteous attention. The Contractor shall respond to all complaints via phone or written correspondence with the customer within one business day. The Contractor shall maintain a log of complaints and shall provide the City, on a daily basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution.

4.02.02 If a complaint cannot be resolved and the City's Contract Administrator is notified by the complainant, it will be the Contractor's responsibility to provide adequate documentation to demonstrate that the complaint was handled in a satisfactory manner. The Contractor shall provide a single source contact for the City's Contract Administrator for complaints or other city needs and shall communicate back with the Contract Administrator within two (2) hours of initial outreach.

4.03 Customer Grievances:

The Contractor will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in meeting with an aggrieved customer within 3 business days of notification. The decision of the City shall be final and binding.

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4.04 Reserved.

4.05 Reserved.

4.06 Customer Notifications

The City will coordinate with the Contractor and approve all necessary communications with residential customers including but not limited to fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste, etc. Unacceptable set-out notices and program introduction notices shall be printed and distributed by the Contractor. All other notices shall be printed and distributed by the City.

4.07 Reporting

4.07.01 The Contractor shall provide the following weekly and monthly reports to the Contract Administrator. Reports shall be in a format approved by the Contract Administrator. Complete and accurate weekly reports must be submitted to the Contract Administrator by no later than 3:00 PM, Central Time on Friday, each week. Weekly reports must contain the following information:

1. Call Log – Spreadsheets listing the calls received by date and time, type of call (missed collection, complaint, inquiry), and resolution.
2. Unacceptable Set-out Log - Spreadsheet of unacceptable Set-outs by address and description of reason.

4.07.02 Complete and accurate monthly reports must be submitted to the Contract Administrator on or before the tenth (10th) day of each month. Monthly reports must contain the following information:

1. Amount of Solid Waste and Program Recyclable Materials Collected – spreadsheet listing amounts (in tons/pounds) of Solid Waste and Program Recyclable Materials collected by customer type. The spreadsheet must also include year-to-date totals.
2. Customer List for Roll-off Services – identify each by address and level of service, name, and contact information.
3. Billing and Revenue Documentation – documentation justifying the Contractor's billings and revenue derived by the Contractor for services within the City.
4. Summary of motor vehicle accidents or moving violations involving the Contractor's vehicles and any other infractions by or accidents/injuries/damages involving the Contractor's employees while performing services under this Contract.

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4.08 Missed Collections: The Contractor shall notify the City by 5:00 PM, Central Standard Time when a route may not be completed before 7:00 PM Central Standard Time. The Contractor shall notify the City immediately upon discovering a street, portion of a route, or a complete route was not collected as scheduled. When notification of a missed Collection is received, the Contractor shall provide Collection the next business day.

4.09 Materiality: Without limiting the materiality of other provisions of this Contract, the Contractor's compliance with the complaint resolution, customer grievance, and reporting requirements of this Article 4 is and shall be a material term of this Contract.

ARTICLE 5 Billings; Payments; Charges

5.01 Billing and Payments:

5.01.01 The City shall provide the Contractor a customer list for residential services and commercial services identifying each by address and level of service. The Contractor shall provide the City a customer list for all other customers, identifying each by level of service, address, name, and contact information. The City and the Contractor shall update the customer list each month.

5.01.02 The City will be responsible for billing and Collection of payments for solid waste and recycling services based on the customer list. The Contractor will be responsible for billings and collection of payments for all Roll-off services, and additional pickups. The Contractor shall bill customers in accordance with this Contract and then-current fee schedule plus the then-current franchise fee, if one is in place. The Contractor shall not bill customers for any fees other than those specifically authorized in this Contract.

5.01.03 Within thirty (30) calendar days of the end of each month, the City shall remit to the Contractor payment, less any franchise fees, disputed amounts, administrative charges, and payments withheld in accordance with the Contract, for residential services and commercial services rendered by the Contractor and billed by the City for the prior month.

5.01.04 Within thirty (30) calendar days of the end of each month, the Contractor shall remit to the City payment for any franchise fees, and other payments in accordance with this Contract for services rendered by the Contractor or payments due for the prior month.

5.02 Administrative Charges (Liquidated Damages): The Contractor understands that if it does not timely perform its obligations pursuant to the terms of this Contract or violates any provision of the Contract, City will suffer damages which are difficult to determine and adequately specify. The City and the Contractor agree that the liquidated damage amounts set forth herein are not penalties but are instead an estimate of damages that the City and public will sustain if any of the types of breaches listed below occur. In this regard, the Contractor agrees, in addition to any other remedies available to City, that City may withhold payment to Contractor in the amounts specified below as administrative charges for failure of the Contractor to fulfill its obligations. The following is a non-exclusive list of acts or omissions

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constituting breaches of this Contract entitling the City to withhold payment to the Contractor of the liquidated damage amount set forth for each such breach:

1. Failure to clean up spill as identified in this contract: \$250 per occurrence.
2. Failure to correct a missed collection as specified in this contract: \$50 per occurrence per day.
3. Failure to respond to a customer complaint as specified in this contract: \$100 per occurrence per day.

5.03 Remittance of Charges: The City may impose administrative charges in the amounts set forth above (or withhold such amounts from payments due to the Contractor) when the Contract Administrator determines that performance consistent with the provisions of this Contract has not occurred. The Contract Administrator shall notify the Contractor in writing or electronically of each act or omission under the terms of this Contract reported to or discovered by the City or its designee. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of any complaint.

5.04 Remedies Cumulative. The City may deduct the full amount of any such charges from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law, at equity, or pursuant to the terms of this Contract. Contractor's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this Contract shall survive termination or expiration of this Contract.

ARTICLE 6 Rates and Fees

6.01 Franchise Fee: For the right and privilege of using the City's public rights-of-way to provide scope of services of this Contract, the City may choose to implement a Franchise Fee as part of the annual contract renewal in an amount not to exceed 5% of gross receipts resulting from operation of the Solid Waste Collection Services withing the City. Said Franchise Fee shall be shown in Exhibit "B," which shall be updated if implemented. All collection and disposal fees listed in Exhibit "B" exclude Franchise Fees.

6.02 Collection Fees: The fees assessed by Contractor to the City shall be as set forth in Exhibit "B" ("Solid Waste and Recycling Collection Fees"). The fees may be modified during the term of this Contract, or any renewal term, only in accordance with the following provisions; provided, however, that the fees set forth in Exhibit "B" shall not be revised based on changes in the CPI-U, Fuel Adjustment, or landfill and recycling processing fees during the first year of this Contract.

6.02.01 The Contractor may submit a written request for modification to fees on or before July 1, 2022 and every July 1 thereafter. If either party fails to submit a written request or notice of a fee modification on or before July 1st of any year, the existing fees shall apply throughout the following year. All fees shall remain fixed from the execution of this Contract through September 30, 2022. A fee adjustment may be based on: (1) changes to the CPI-U, (2) changes to the Fuel Adjustment, and (3) changes to disposal and recycling process fees at landfills and material recovery facilities (MRF). Any fee adjustment shall be effective of and from October of the year in which requested or noticed. City billing fees will be determined by the City and added to the base for residential, commercial, and

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dumpster rates. The City reserves the right to increase rates or charges to Customers without any increase in compensation to the Contractor.

6.02.02 The adjustment to fees based on CPI, Fuel Adjustment, and disposal and recycling process fees, whether an increase or decrease, shall be a composite of the CPI and Fuel indices and real price changes at landfills and MRF's as set forth herein. The parties agree that any annual fee adjustment shall not exceed seven percent (7%) for any single year.

1. CPI Adjustment. Fees will remain fixed as set forth in Exhibit "B" and may not be adjusted for changes in Consumer Price Index (as hereinafter defined), until August 31, 2021. Any proposed CPI adjustment shall be included in the annual updates to Collection and Disposal service rates commencing on August 31, 2021 and continuing annually on each September 30th of each year. Contractor shall provide City with CPI information as part of the rate adjustment process for City review and approval.

2. Fuel Adjustment. Fees will remain fixed as set forth in Exhibit "B" and may not be adjusted for changes in fuel price (as hereinafter defined), until August 31, 2021. Any proposed fuel adjustment shall be included in the annual updates to Collection and Disposal service rates commencing on August 31, 2021 and continuing annually on each September 30th of each year. Contractor shall provide City with fuel price information as part of the rate adjustment process for City review and approval.

3. Disposal and Processing Adjustment. Fees will remain fixed as set forth in Exhibit "B" and may not be adjusted for changes in disposal and recycle processing prices (as hereinafter defined), until September 30, 2022. Any proposed disposal and recycling process adjustment shall be included in the annual updates to Collection and Disposal service rates commencing on September 30, 2022 and continuing annually on each September 30th of each year. Contractor shall provide City with disposal and recycle process price information as part of the rate adjustment process for City review and approval.

6.03 Recyclable Materials Revenues: Contractor shall retain all revenues from the sale of Recyclable Materials.

6.04 Audit: The City may, on reasonable notice, at reasonable times and at the City's expense, request and conduct an audit of the Contractor's books and records to establish compliance with the rates and fees charged under this Contract. To the extent allowed by law, the City will maintain confidentiality of all information received by the City in such audits.

ARTICLE 7 Disaster Management

7.01 Disaster. The City and the Contractor will negotiate the services, including compensation, related to excessive debris and solid waste resulting from a force majeure event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, ice storms, etc., determined by the City to have caused widespread destruction and which results in increased residential services tonnage by 20% or

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more from the average per household of historical residential services tonnage for the same quarter for the prior three years. Collection of all other Disaster Debris (at less than the foregoing 20% limitation) shall be provided by the Contractor at no additional charge. The City may further require the Contractor to submit a disaster management plan that may be incorporated into this Contract.

7.02 Force Majeure. The occurrence of a force majeure event shall in no way relieve Contractor of any of its obligations under this Contract, and Contractor shall make best efforts to provide the same or comparable level of service as provided prior to the event.

ARTICLE 8 Insurance; Indemnification; Bond

8.01 Generally. The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amount as may be necessary to protect itself and the interest of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

8.02 Certificates, Generally. Satisfactory certificates of insurance shall be filed with the City prior to starting any work under this Contract. The certificates shall state that thirty (30) calendar days advance written notice will be given to the City before any policy covered thereby is changed or canceled.

8.03 Compliance and Ratings. The Contractor shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc. All insurance providers used to meet the requirements of this section must have an A.M. Best rating of "A" or better and be authorized to conduct business in the State of Texas.

8.04 Workers Compensation Insurance Coverage.

8.04.01 Definitions related to Workers Compensation Insurance Coverage:

1. Certificate of coverage (or "certificate") is a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84 or equivalent), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services under this Contract for the duration of this Contract.
2. "Duration of this Contract" includes the time from the commencement of services and continuing for seven years plus any optional renewal term(s) and/or other extensions.
3. "Persons providing services" includes all persons or entities performing all or part of the services the Contractor has undertaken to perform under this Contract, regardless of whether that person contracted directly with the Contractor and regardless of whether that

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person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services related to this Contract.

4. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to this Contract. "Services" does not include activities unrelated to this Contract, such as parts suppliers, office supply deliveries, or other incidental vendors.

8.04.02 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on this Contract.

8.04.04 The Contractor must provide a certificate of coverage to the City prior to commencement of service. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of this Contract, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

8.04.05 The Contractor shall obtain from each person providing services under the Contract, and provide to the City:

1. a certificate of coverage, prior to that person beginning work related to this Contract, so the City will have on file certificates of coverage showing coverage for all persons providing services related to this Contract; and
2. no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Contract.

8.04.06 The Contractor shall retain all required certificates of coverage for the duration of this Contract and for one year thereafter.

8.04.07 The Contractor shall notify the City in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services related to this Contract.

8.04.08 The Contractor shall post at the office where the vehicles serving the City are based a notice in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services related to this Contract that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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8.04.09 The Contractor shall contractually require each person with whom it contracts to provide services to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory definitions/requirements of Texas Labor Code, §401.011(44) for all of its employees providing services related to this Contract, for the duration of this Contract;
2. provide to the Contractor, prior to that person beginning work, a certificate of coverage showing that coverage is being provided for all employees of the person providing service, for the duration of this Contract or services;
3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of certificate of coverage ends during the duration of this Contract or services;
4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of this Contract;
5. retain all required certificates of coverage on file for the duration of this Contract or services and for one year thereafter;
6. notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services; and
7. contractually require each person with whom it contracts, to perform as required by paragraphs 8.04.01 – 8.04.07, with the certificates of coverage to be provided to the person for whom they are providing services.

8.04.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services under this Contract will be covered by workers' compensation coverage for duration of this Contract. The Contractor also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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8.04.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare this Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

8.05 Comprehensive Automobile Liability.

8.05.01 The Contractor's automobile liability insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

8.05.02 The liability limits shall not be less than:

Bodily Injury	...\$1,000,000/person
	...\$1,000,000/occurrence

Property Damage	...\$1,000,000/occurrence
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8.05.03 The insurance shall be of the occurrence type and name the City as an additional insured with a requirement that the City be notified at least 30 days in advance of any material change in policy terms, including cancellation. There shall be no deductible applied to the City as additional insured.

8.06 Comprehensive General Liability.

8.06.01 The Contractor's general liability insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or the Contractor's agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under Section 8.07.

8.06.02 To the extent that the Contractor's work, or work under the Contractor's direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. The liability limits shall not be less than:

Bodily Injury	...\$1,000,000/person
	...\$1,000,000/occurrence

Property Damage	...\$1,000,000/occurrence
	...\$2,000,000/aggregate

The insurance shall be of the occurrence type and shall name the City as an additional insured. There shall be no deductible applied to the City as additional insured.

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8.07 DEFENSE OF SUITS.

IF ANY ACTION IN COURT IS BROUGHT AGAINST THE CITY, OR ANY OFFICER OR AGENT OF THE CITY, FOR THE FAILURE, OMISSION, OR NEGLECT OF THE SUCCESSFUL PROPOSER TO PERFORM ANY OF THE COVENANTS, ACTS, MATTERS, OR THINGS UNDER THE CONTRACT; OR FOR INJURY OR DAMAGE CAUSED BY THE ALLEGED NEGLIGENCE OF THE SUCCESSFUL PROPOSER OR THE CONTRACTOR'S SUBCONTRACTORS OR ANY OF THE CONTRACTOR'S OR SUBCONTRACTORS' AGENTS, OR IN CONNECTION WITH ANY CLAIM BASED ON LAWFUL DEMANDS OF SUBCONTRACTORS, WORKMEN, MATERIAL MEN, OR SUPPLIERS THE SUCCESSFUL PROPOSER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND AGENTS, FROM ALL LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, OR DECREES ARISING OUT OF SUCH ACTION.

8.08 INDEMNITY AND RELEASE.

THE SUCCESSFUL PROPOSER IS SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY (AND ANY OF THE CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE TO ALL PERSONS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND RELATED EXPENSES) ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES UNDER THIS CONTRACT THAT IS (I) ATTRIBUTABLE TO ANY BODILY OR PERSONAL INJURY, SICKNESS, DISEASES OR DEATH OF ANY PERSON OR ANY DAMAGE OR INJURY TO OR DESTRUCTION OF REAL OR PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE LOSS OF USE THEREOF, AND (II) CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF THE SUCCESSFUL PROPOSER, ANY SUBCONTRACTOR OR SUPPLIER, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE REGARDLESS OF WHETHER SUCH IS CAUSED IN PART BY THE NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER.

SAID INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO THE SUCCESSFUL PROPOSER, ITS AGENTS OR EMPLOYEES, WHETHER OCCASIONED BY THE SUCCESSFUL PROPOSER OR ITS EMPLOYEES, THE CITY OR ITS EMPLOYEES, OR BY ANY OTHER PERSON OR PERSONS.

THE FOREGOING INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

THIS SECTION 8.08 PROVIDES FOR SOLE LIABILITY OF THE CONTRACTOR REGARDLESS OF WHETHER SUCH IS CAUSED IN PART BY THE NEGLIGENT, STRICT

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LIABILITY OR OTHER ACT OR OMISSION OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER.

8.09 Performance Bond.

A performance bond in the amount of \$250,000.00 will be maintained and renewed each year during the term of this Contract. Proof of renewal of the bond must be submitted to the City prior to August 31 each year of this Contract. The performance bond shall guaranty full and faithful performance of this Contract and the bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bond. The performance bond furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City and authorized to do business in the State of Texas. The bond will be maintained and renewed each year during the term of the Contract. Proof of renewal of the bond must be submitted to the City prior to August 31st each year of the Contract.

ARTICLE 9 Miscellaneous

9.01 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to its performance of this Contract, and shall further ensure that all subcontractors observe and comply with said laws, ordinances and regulations.

9.02 This Contract shall be governed by the laws of the State of Texas. Exclusive venue for any cause of action arising under this Contract or the work to be performed hereunder shall be in the state courts of Collin County, Texas.

9.03 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

9.04 The provisions of this Contract are severable; if any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

9.05 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the City to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the City from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

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9.06 Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

9.07 All notices required by this Contract shall be in writing and presumed received when deposited in the mail properly addressed and sent certified mail, return receipt requested, to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties. However, notice of breach, of assessment of charges, or of intent not to renew shall be sent by certified mail, return receipt requested, and no electronic transmission thereof shall be deemed sufficient.

9.08 This Contract shall be effective on the last date affixed to the parties' signatures below.

AGREED:

CARDS DALLAS INC

By: _____
[Dan Christensen], its President

CARDS HOLDINGS, INC

By: _____
[Dan Christensen], its President
[insert mailing address of company]

CITY OF ANNA, TEXAS

By: _____
Jim Proce, City Manager
111 N. Powell Parkway
Anna, Texas 75409

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**FIRST AMENDED AND RESTATED SOLID WASTE COLLECTION AND DISPOSAL CONTRACT
BETWEEN CITY OF ANNA AND CARDS**

Exhibit B

(a) Solid Waste and Recycling Collection Fees Residential polycart collection service, per Residential Unit*

- i. \$16.99 per month for solid waste, recycling, and 1x/month bulk trash service*
- ii. \$7.00 per month for each additional polycart
- iii. \$75.00 lost polycart fee

*Does not include sales tax or franchise fee.

(b) Homeowners Association polycart collection service, per Homeowner Association Units*

- i. \$16.99 per month for solid waste, recycling, and 1x/month bulk trash service*
- ii. \$7.00 per month for each additional polycart
- iii. \$75.00 lost polycart fee

*Does not include sales tax or franchise fee.

(c) Commercial Service Unit and Independent School District Unit Collection and Disposal Service Fees for CARDS

iv. CARDS - Dumpster service rates*:

Dumpster Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
Cart	\$ 26.27	\$ 52.54	\$ 78.81	\$ 105.08	\$ 131.35	\$ -
2 cu yd	\$ 93.52	\$ 152.37	\$ 236.43	\$ 315.24	\$ 409.81	\$ 491.77
3 cu yd	\$ 114.54	\$ 183.89	\$ 246.94	\$ 367.78	\$ 483.37	\$ 580.07
4 cu yd	\$ 134.90	\$ 210.16	\$ 299.62	\$ 420.32	\$ 550.96	\$ 661.72
6 cu yd	\$ 173.24	\$ 315.24	\$ 472.86	\$ 630.48	\$ 788.10	\$ 947.14
8 cu yd	\$ 204.48	\$ 400.44	\$ 568.00	\$ 735.56	\$ 920.16	\$ 1,103.34

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

v. CARDS - Vertical Compactor Service Rates*:

Vertical Compactor Collection Rates						
Size/Pickup	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week
2 cu yd	\$ 184.60	\$ 369.20	\$ 552.38	\$ 735.56	\$ 920.16	\$ 1,104.76
4 cu yd	\$ 342.22	\$ 683.02	\$1,025.24	\$ 1,366.04	\$ 1,708.26	\$ 2,049.06
6 cu yd	\$ 525.40	\$ 1,050.80	\$1,576.20	\$ 2,101.60	\$ 2,627.00	\$ 3,152.40
8 cu yd	\$ 719.94	\$ 1,439.88	\$2,159.82	\$ 2,837.16	\$ 3,572.72	\$ 4,288.40

*Note: Rates do not include sales tax, franchise fee, or disposal fee.

(d) Roll-off container rates: The following rates are for large roll-off containers, which will be billed directly by the city's contractor.

i. Roll-off bin collection service rates*:

Size/Pickup	Rental Fee per month	Delivery Fee	Collection Fee (per pull)	Disposal Fee** (per ton)
20 cu yd	\$150.00	\$100.00	\$300.00	\$42.00
30 cu yd	\$200.00	\$100.00	\$350.00	\$42.00
40 cu yd	\$225.00	\$100.00	\$400.00	\$42.00

*Rates do not include sales tax, or franchise fee.

**Disposal Fee based upon current landfill disposal costs and material recovery facility charges for recycling. Subject to change.

**CITY OF ANNA, TEXAS
RESOLUTION NO. 2021-__-__**

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES BY AND BETWEEN THE CITY OF ANNA, TEXAS AND CARDS DALLAS, INCORPORATED, A TEXAS CORPORATION, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO, IN A FORM APPROVED BY THE CITY ATTORNEY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna is responsible for providing contract services for solid waste and recycling collection within the City Limits of the City of Anna, Texas, and;

WHEREAS, the City of Anna completed a public proposal request process for solid waste and recycling services in the City of Anna Texas in 2020, and;

WHEREAS, the City of Anna received three proposals and completed an in-depth review and interview process with each proposing company, and;

WHEREAS, the City of Anna contracted with CARDS Dallas, Incorporated as the winning proposer based upon a combination of proposed prices, experience, and capabilities, and;

WHEREAS, the City is seeking to amend and restate the original contract with CARDS Dallas, Incorporated for solid waste and recycling services, and;

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

Section 1. Recitals Incorporated.

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

Section 2. Authorization.

The City Council hereby authorizes the City Manager to execute the contract in a form as approved by the City Attorney as shown in Exhibit "A" attached hereto.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this ____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

EXHIBIT “A”



Item No. 7.p.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution renewing the annual lease of space at the Anna Public Works Building to CARDS Dallas, Inc. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna entered into a contract for exclusive solid waste services with CARDS Dallas, Incorporated, in 2020. At the August 10th City Council Meeting, staff presented a workshop item to the Council showing the anticipated rate adjustments for solid waste and recycling services for FY 2022. Staff received feedback to work with CARDS to extend their lease at the Public Works facility and minimize rate increases for Anna's neighbors. City staff has completed those efforts and is presenting three items pertaining to solid waste, including:

1. Ordinance to adopt solid waste rates for FY 2022
2. Resolution to approve the first amended and re-stated contract by and between the City of Anna and CARDS Dallas, Inc.
3. Resolution to extend a lease agreement with CARDS Dallas, Inc. (this item)

These three items are companion items, as each one is linked to the other. This is item #3 which will renew the lease of space in the Public Works Building with CARDS and allow for a reduced rate on residential trash and recycling services. The current lease is set to expire on September 1, 2021, and per Section 2(c) of the lease agreement, it may be renewed with approval by the City Council.

Staff has coordinated with CARDS and confirmed that they would like to renew the lease for another year to allow for adequate time to acquire property and construct a permanent local facility for their company.

The original lease was approved in March of this year. The original lease is attached as Exhibit A to this item and is also Exhibit A for the Resolution.

FINANCIAL IMPACT:

Renewal of this lease will reduce the cost of residential trash and recycling services for all neighbors by \$0.50/month.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends approval as renewing the lease helps maintain lower solid waste rates for Anna neighbors.

ATTACHMENTS:

1. Resolution - CARDS Lease Renewal
2. Exhibit A Res 2021-03-877 lease agreement with CARDS

APPROVALS:

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

Created/Initiated - 8/18/2021
Final Approval - 8/20/2021

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO RENEW A LEASE AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY FOR THE TEMPORARY USE OF CITY FACILITIES BY AND BETWEEN THE CITY OF ANNA TEXAS AND CARDS DALLAS, INCORPORATED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna is responsible for providing the community with solid waste services; and,

WHEREAS, the City of Anna entered into a Solid Waste and Disposal Contract with CARDS Dallas, Incorporated on July 14, 2020, in Resolution No. 2020-07-759; and,

WHEREAS, The City of Anna and CARDS entered into a lease of space at the City of Anna Public Works facility for CARDS to use in exchange for a reduced disposal rate for residential solid waste services on March 9, 2021, in Resolution No. 2021-03-877; and,

WHEREAS, the reduced disposal rate results in a reduced cost for Anna neighbors on their solid waste services; and,

WHEREAS, per Section 2(c) of the lease agreement, the lease may be renewed for a period of one year with approval of the City Council; and,

WHEREAS, CARDS Dallas, Incorporated, is continuing to work with the City of Anna to identify a permanent facility for their operations in the City of Anna; 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 Payment and Funding.

The City Manager is hereby authorized to execute a renewal of the lease agreement attached hereto as Exhibit "A" in a form approved by the City Attorney.

This agreement shall go into effect immediately upon passage.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 24th day of August 2021.

ATTEST:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

Exhibit “A”
(see attached lease agreement)

CITY OF ANNA, TEXAS

RESOLUTION NO. 2021-03-877

A RESOLUTION OF THE CITY OF ANNA, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT FOR THE TEMPORARY USE OF CITY FACILITIES BY AND BETWEEN THE CITY OF ANNA TEXAS AND CARDS DALLAS, INCORPORATED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Anna is responsible for providing the community with solid waste services; and,

WHEREAS, the City of Anna entered into a Solid Waste and Disposal Contract with CARDS Dallas, Incorporated on July 14, 2020 in Resolution No 2020-7-759; and,

WHEREAS, The City of Anna and CARDS have developed terms and conditions for a temporary lease of space at the City of Anna Public Works facility for CARDS to use in exchange for a reduced disposal rate for residential solid waste services; and,

WHEREAS, the reduced disposal rate results in a reduced cost for Anna neighbors on their solid waste services; and,

WHEREAS, CARDS Dallas, Incorporated is continuing to work with the City of Anna to identify a permanent facility for their operations in the City of Anna; 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.

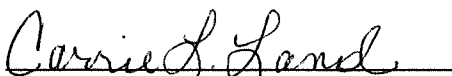
Section 2. Authorization of Payment and Funding.

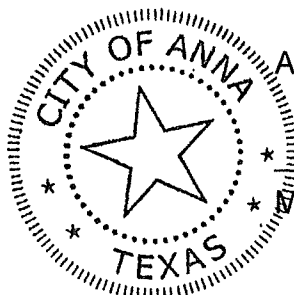
That the City Manager is hereby authorized to execute the lease agreement attached hereto as Exhibit "A."

That this agreement shall go into effect immediately upon passage.

PASSED AND APPROVED by the City Council of the City of Anna, Texas on this 9th day of March 2021.

ATTEST:


City Secretary, Carrie L. Smith



APPROVED:


Mayor, Nate Pike

Exhibit "A"
(see attached lease agreement)

Res 2021-03-877

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into by and between the City of Anna, Texas, a home-rule municipality ("Landlord") and CARDS Dallas Inc. a Texas corporation ("Tenant"). For valuable consideration the parties as follows:

1. Definitions. The following terms have the meanings set forth below:

(a) Effective Date. The effective date of this Lease is the 1ST day of February 2021.

(b) Landlord. The City of Anna, Texas.

(b) Leased Space. Landlord owns approximately 14.97 acres of real property located at 3223 North Powell Parkway, Anna, Texas 75409 (the "Premises"). Landlord owns all of the structures and other improvements on the Premises. An industrial/office building of approximately 11,000 square feet (the "Public Works Building") is located on the Public Works Site. The space leased to tenant under this Lease (the "Leased Space") consists of certain portions of indoor and outdoor areas within the Premises, including solely the following: (1) 240 square feet of indoor office space within the Public Works Building as shown on the attached Exhibit A along with nonexclusive license for access and normal use the three restroom areas shown on said exhibit; (2) 20,000 SF of outdoor uncovered polycart and dumpster storage as shown on Exhibit B; (3) 15,000 square feet of commercial vehicle parking as shown on Exhibit B; (4) 3,500 square feet of uncovered employee parking as shown on Exhibit B; and (5) 1,200 square feet of covered vehicle maintenance area as shown on Exhibit B.

(c) Lease Period. Commencing on the first day of the month following the Effective Date and expiring on September 1, 2021 subject to a one-year renewal under mutually agreeable terms stated herein if agreed to in writing by Landlord and Tenant.

(d) Permitees. All partners, officers, directors, employees, agents, contractors, customers, visitors and invitees of Tenant at the Leased Space for the purposes set forth in paragraph 2(a), below.

(e) City Council. The City Council of the City of Anna, Texas.

(f) Tenant. CARDS Dallas Inc.

2. Demise, Term.

(a) Demise and Grant of Leased Space. Landlord hereby leases to Tenant and Tenant accepts from Landlord under the terms, provisions and conditions of this Lease the Leased Space commencing on the Effective Date hereof and continuing until the expiration or earlier termination of the Term as hereinafter

provided and solely for the purpose of using the Leased Space to conduct the business operations necessary to fulfill Tenant's obligations under the City of Anna Solid Waste Collection and Disposal Contract effective August 31, 2020 and entered into by the City of Anna on July 14th 2020 in Resolution No. 2020-7-759 (the "Solid Waste Contract").

(b) Term. The primary term ("Primary Term") of this Lease shall commence as of the Effective Date hereof and shall expire at midnight on September 1, 2021, subject to earlier termination as provided elsewhere in this Lease. The Primary Term and any Renewal Term or extension thereof pursuant to paragraph 2(c) below is referred to in this Agreement as the "Term".

(c) Renewal. This Lease shall expire September 1, 2021 (the "Expiration Date") and shall not automatically renew; provided, however, that this Lease may be extended for a period of one year if the City Council approves such a renewal and a written extension is duly executed by Landlord and Tenant.

(d) Quiet Enjoyment. Upon Tenant's payment of all Rent required hereunder as same becomes due and observance and performance of all of the covenants, terms and conditions to be observed and performed by Tenant pursuant to this Lease, Tenant shall have throughout the Term, peaceful, quiet and undisturbed use and possession of the Leased Space and all rights and privileges appertaining thereto, subject to the terms, conditions and provisions of this Lease.

(e) Landlord's Title, Subordination. Landlord covenants, represents and warrants to Tenant as follows:

(1) Title. Landlord hereby represents and warrants that it owns good and indefeasible fee simple title in and to the Premises, subject only to permitted exceptions in any applicable title policy and has full right and authority to make this Lease. This Lease shall not be recorded.

(2) No Actions. There are no actions, suits or proceedings pending or to the best of Landlord's knowledge, threatened against Landlord and affecting any portion of the Premises, at law or in equity, or before any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign.

(3) Authority. The execution and consummation of this Lease by Landlord has been duly authorized and does not result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, agreement, instrument or obligation to which Landlord is a party or by which the Premises or any portion thereof is bound. However, notwithstanding the foregoing or any term or provision of this Lease, and all rights and obligations of Landlord and Tenant hereunder are subject to and shall not be effective unless and until there has been formal approval by the City Council of this Lease at a duly noticed public meeting.

(f) Condition of Leased Space. TENANT ACKNOWLEDGES THAT TENANT HAS INSPECTED THE LEASED SPACE AND ACCEPTS THE LEASED SPACE AS STATED IN THE CERTIFICATION ATTACHED HERETO AS EXHIBIT C AND DELIVERED BY TENANT TO LANDLORD. FURTHER, IF AT ANY TIME THIS LEASE SHALL BE FOUND OR DECLARED NULL, VOID, ILLEGAL OR OTHERWISE INVALID FOR ANY REASON BY A COMPETENT COURT OR TRIBUNAL WITH PROPER JURISDICTION, TENANT EXPRESSLY COVENANTS AND WARRANTS THAT IT SHALL CEASE ALL OPERATIONS AND VACATE AND SURRENDER THE LEASED SPACE FORTHWITH IN ACCORDANCE WITH THE SURRENDER REQUIREMENTS UNDER PARAGRAPH 10(e) AND OTHER APPLICABLE PROVISIONS OF THIS LEASE AND AGREES THAT LANDLORD SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES CAUSED BY ANY SUCH FINDING OR DECLARATION OF NULLITY, VOIDNESS, ILLEGALITY OR INVALIDITY.

3. Rent. Tenant shall pay Landlord the following amounts:

Rent. During the Term of this Lease, Tenant shall reduce the monthly invoice to the City of Anna for residential solid waste and recycling services from \$16.44 to \$15.94. Upon the termination of this lease agreement, the residential solid waste and recycling service rate shall increase to the full price of collection and disposal services as stated in the most current Solid Waste Contract, plus disposal fees. At the conclusion of the lease agreement the Residential Solid Waste Rate charged by CARDS to the City of Anna will increase to \$16.44. This increase does not include annual price changes for collection and disposal as allowed per the contract.

4. Improvements, Additions and Repairs.

(a) Delivery of Leased Space. Landlord shall deliver exclusive possession of the Leased Space to Tenant upon the Effective Date (except that use of the restrooms in the Public Works Building shall be nonexclusive), suitable for industrial outdoor and office indoor use (with the indoor use being empty, broom clean, and with working HVAC, subject only to the provisions and terms of this Lease).

(b) Alterations and Improvements. With the sole exception of construction of improvements on the Leased Space as approved in writing by Landlord, Tenant may not at any time construct, alter, change, and/or demolish any Improvements now or hereafter situated on the Premises. If any such construction by Tenant is at any time approved:

(1) All such work shall be performed in a good and workmanlike manner, in accordance with accepted standards of engineering and architecture, if applicable, and in accordance with local, state and federal law, including but not limited to the Americans with Disabilities Act; and

(2) Such construction, alteration, additions, changes or demolition shall be in compliance with all applicable building codes, zoning,

rules, regulations and ordinances affecting construction of such alterations, additions, and changes and shall be commenced only after Tenant has been duly granted all applicable permits for same.

(c) No Mechanic's Liens. Tenant shall not permit any mechanic's or materialman's liens to be filed against Landlord's interest in the Premises arising out of any Tenant improvements, and Tenant shall indemnify, defend (using counsel acceptable to Landlord in its reasonable discretion), and hold harmless Landlord from and against any costs, liability or expense, including attorneys fees and related expenses, attributable to any such liens. Tenant's obligations under this paragraph 4(c) shall expressly survive the expiration or earlier termination of this Lease.

(d) Environmental. Tenant will conduct its business in a lawful manner and will not make or permit any unlawful use of the Leased Space. Tenant will, at its own expense, promptly comply with all laws, regulations, and ordinances affecting the Leased Space and the cleanliness, safety, occupancy, and use thereof. TENANT SHALL INDEMNIFY, DEFEND (USING COUNSEL ACCEPTABLE TO LANDLORD IN ITS REASONABLE DISCRETION) AND HOLD HARMLESS LANDLORD FROM AND AGAINST ANY COST, LIABILITY OR EXPENSE ARISING OUT OF OR ATTRIBUTABLE TO ANY CLAIMS, DEMANDS, CAUSES OF ACTION, FINES, PENALTIES, LIABILITY OR EXPENSES (INCLUDING ATTORNEY FEES AND RELATED EXPENSES AND COURT COSTS) ARISING OUT OF OR RELATED TO THE EXISTENCE, REMOVAL OR DISPOSAL OF ANY TOXIC OR HAZARDOUS SUBSTANCES OR MATERIALS WITHIN OR UPON THE LEASED SPACE CAUSED BY TENANT, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES DURING THE TERM OF THIS LEASE FOLLOWING THE EFFECTIVE DATE. FOR PURPOSES HEREOF, THE PHRASE "TOXIC OR HAZARDOUS SUBSTANCES OR MATERIALS" SHALL INCLUDE ITEMS COVERED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C. §§9601-75(1986), AS AMENDED BY THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, PUB. L. NO. 99-499, 100 STAT. 1613 (1986) ("CERCLA"), THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. §2601 ET SEQ., THE CLEAN WATER ACT, 33 U.S.C. §1251 ET SEQ., THE SAFE DRINKING WATER ACT, 42 U.S.C. §§300(f)-300(j), AND OTHER FEDERAL, STATE AND LOCAL LAWS NOW OR HEREAFTER IN EFFECT GOVERNING THE EXISTENCE, REMOVAL OR DISPOSAL OF TOXIC OR HAZARDOUS SUBSTANCES OR MATERIALS. Tenant's obligations under this paragraph 4(d) shall expressly survive the expiration or earlier termination of this Lease.

(e) Repairs. Landlord shall, at its sole cost and expense, perform all repairs and preventative maintenance necessary to maintain the indoor and exterior grounds and parking areas comprising the Leased Space in good condition and repair, all to be repaired and maintained in a condition suitable for commercial office use and industrial use, as applicable, and keep the Leased Space in compliance with applicable law throughout the Term. Tenant is otherwise responsible for maintaining the indoor portions of the Leased Space in good condition, reasonable wear and tear excepted. The foregoing shall not in any way

impair or limit Tenant's right to make alterations or additions to the Leased Space as set forth in paragraph 4(b) above. Landlord may charge Tenant for reasonable third-party charges for repair of damage to the Leased Space, other than ordinary wear and tear, caused by Tenant's negligence, willful misconduct or breach of this Lease Agreement.

(f) Tenant's Fixtures. Tenant may install in or upon the Leased Space such trade fixtures and equipment as Tenant deems desirable, provided that Tenant does so in accordance with a written plan approved by Landlord in writing. Said plan shall demonstrate the size and configuration of such fixtures and equipment upon the Leased Space, with said written plan having been approved in advance by Landlord in writing, said approval not to be unreasonably withheld. All of said items shall remain Tenant's property whether or not affixed or attached to the Leased Space. Tenant may remove such items from the Leased Space at any time during the Term and shall repair, at Tenant's sole cost, any damage caused by such removal.

(g) Platting, Site Plans, Approvals. Landlord and Tenant acknowledge that it may be necessary, from time-to-time, for Landlord or Tenant to seek governmental approvals with respect to platting, zoning, site plans, permitting and/or obtaining other permits in connection with its use and occupancy of the Leased Space for the uses permitted hereby (collectively, "Approvals"). Landlord agrees to reasonably cooperate with Tenant with respect to its obtaining the Approvals and to execute such documents as may be required of the owner of fee title to the Leased Space in order for Tenant to obtain the Approvals, provided that Landlord shall not incur any costs or liabilities in connection therewith, and Landlord does not guarantee or make any representations with regard to Tenant's ability to actually obtain the Approvals. Tenant expressly understands and agrees that approval by the City Council of this Lease does not constitute the City Council's granting of an Approval and does not bind the City Council to grant or approve any other Approvals.

5. Utilities. Landlord shall at its own expense arrange with the appropriate utility suppliers for services to the Premises, pay all connection, meter and service charges required to connect utilities to the Premises, and pay such utility suppliers directly for such services.

6. Use, Transfers, or Assignments.

(a) Tenant's Use. Tenant may use the Leased Space solely for the purposes set forth in Paragraph 2(a), above.

(b) Assignment, Subletting. Tenant shall not assign all or any part of this Lease or sublet all or any part of the Leased Space without Landlord's written consent, which may be withheld in Landlord's sole discretion. In the case of any assignment or sublease permitted by Landlord, Tenant shall not be released from liability under this Lease. All assignments and subleases must be in writing and

must be binding on Tenant and the assignee or subtenant. No assignment or sublease may become effective before Landlord has approved in writing the terms of such written assignment or sublease.

7. Indemnification, Insurance.

(a) Indemnification. IN ADDITION TO ANY OTHER PROVISIONS OF THIS LEASE, TENANT SHALL INDEMNIFY, HOLD HARMLESS, AND, AT LANDLORD'S OPTION, DEFEND (USING COUNSEL ACCEPTABLE TO LANDLORD IN ITS REASONABLE DISCRETION) LANDLORD AND ITS OFFICERS, OFFICIALS DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITY, LIENS, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, COSTS, REASONABLE ATTORNEY FEES AND RELATED EXPENSES, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS AND CAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISING OUT OF TENANT'S USE, OCCUPANCY, CONSTRUCTION, MANAGEMENT OR CONTROL OF THE LEASED SPACE, IMPROVEMENTS OR TENANT'S OPERATIONS, CONDUCT OR ACTIVITIES, UNLESS AND TO THE EXTENT THE SAME IS DUE TO THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF LANDLORD, ITS AGENTS, EMPLOYEES OR CONTRACTORS. TENANT'S OBLIGATIONS UNDER THIS PARAGRAPH 7(a) SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THE LEASE TERM. **THE FOREGOING INDEMNIFICATIONS ARE EXPRESSLY INTENDED AND SHALL OPERATE TO PROTECT AND INURE TO THE BENEFIT OF THE INDEMNIFIED PARTIES EVEN IF SOME OR ALL OF LIABILITIES ARE ALLEGED OR PROVEN TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF ANY ONE OR MORE OF THE INDEMNIFIED PARTIES.**

(b) Tenant's Insurance. Tenant shall, at its expense, obtain comprehensive general liability insurance against all claims on account of bodily injury, personal injury or property damage, for which Tenant may, as a result of its business operations or other use of the Leased Space, become liable, with limits of not less than (1) \$1,000,000.00 for bodily injury to or death of any one person, (2) \$2,000,000.00 for any one occurrence for bodily injury to or death of one or more persons arising out of any one occurrence, and (3) \$1,000,000.00 per occurrence with respect to any property damage; with a \$5,000,000.00 umbrella policy in addition to the foregoing policies. All policies of insurance to be maintained by Tenant hereunder may be maintained by way of "blanket policies" insuring the Leased Space and other premises and/or property owned or operated by Tenant or its Affiliates, and shall be subject to such self-insured retention as may be included in Tenant's policies, all in accordance with Texas law.

(c) Workers Compensation. Tenant shall maintain workers compensation or similar insurance affording not less than Texas statutory coverage minimums and providing not less than statutory limits or benefits for all employees of Tenant employed at the Leased Space.

(d) Scope. Each insurance or risk policy to be provided by Tenant hereunder shall name Landlord or its designee as additional insured and shall also contain a provision whereby the insurer agrees that such policy shall not be cancelled except after 30 days' written notice to Landlord or its designee. The insurance policies or duly executed certificates thereof, together with satisfactory evidence that the premium has been paid, shall be provided to Landlord on or before the Effective Date of this Lease; and, thereafter, evidence of continuing insurance and premium payment shall be delivered to Landlord not less than 30 days prior to the expiration of each policy required to be in force hereunder. If Tenant fails to maintain the required insurance or to deliver evidence of same, Landlord may, but shall not be obligated to, obtain such insurance and be reimbursed by Tenant upon demand.

(e) Waiver of Subrogation. Landlord shall not be liable by way of subrogation or otherwise to Tenant or to any insurance company insuring Tenant for any loss or damage to any of the property of the Landlord or Tenant covered by insurance even though such loss or damage might have been occasioned by the negligence of: (1) Landlord or its officers, directors, employees, agents, contractors, customers, or visitors and invitees of Landlord at the Premises; or (2) Tenant or its Permittees. This waiver shall be in effect only so long as the applicable insurance policies shall contain a clause or endorsement to the effect that the waiver shall not affect the right of the insured to recover under such policies. Tenant shall use its best efforts, including payment of any additional premium, to have its insurance policies contain the standard waiver of subrogation clause. In the event Tenant's insurance carrier declines to include in such carrier's policies a standard waiver of subrogation clause, Tenant shall promptly notify Landlord.

8. Destruction, Condemnation.

(a) Destruction.

(1) Cancellation. If any portion of the Improvements situated on the Leased Space shall be damaged or destroyed to the extent that Tenant can no longer peaceably enjoy the Leased Space after Landlord has had at least 30 days after written notice from Tenant to cure any such damage or destruction, then this Lease shall terminate at Tenant's sole option and discretion indicated by written notice from Tenant within 30 days following such damage or destruction.

(2) Restoration. In the event of damage or destruction not caused by Tenant's or Landlord's intentional misconduct or breach of this Agreement, and in the event Tenant has elected not to terminate the lease, Landlord shall, at its sole discretion: (1) remove any debris and cause the Leased Space to be repaired or restored as Tenant may deem necessary or desirable, but in any event the Leased Space shall be repaired or restored by Landlord to a safe and sightly condition in compliance with all applicable laws; or (2) terminate this Lease as indicated by written notice from Landlord within 30 days following such damage or destruction.

(b) Condemnation.

(1) Taking of Parking or Access. In the event of a taking by the power of eminent domain or conveyance in lieu thereof ("Taking") of the whole or any part of the Leased Space, this Lease shall terminate at Tenant's sole option and discretion indicated by written notice from Tenant within 30 days' following such Taking. If Tenant continues under this Lease, the rental amount shall not be adjusted therefore, except by mutual agreement of the parties. However, neither this provision nor any other provision in this Lease shall be interpreted to restrict in any manner the Landlord's right to grant, convey, or dedicate easements on any part of the Leased Space to any person or entity allowing any type of use so long as such use does not degrade Tenant's ability to operate its business.

(2) Awards. All compensation awarded for any Taking of the Leased Space (other than a Taking initiated or consummated by the City of Anna, Texas), including any interest of Landlord or Tenant therein, shall be the property of Landlord, and Tenant hereby assigns to Landlord all of Tenant's rights, title and interest in and to any and all such compensation.

9. Default.

(a) Events of Default. The following are events of default ("Events of Default"):

(1) Obligations. Either party ("Defaulting Party") fails to perform any obligation, covenant or condition or to comply with any provisions of the Lease and such failure continues for 30 days after written notice from the other party ("Non-Defaulting Party"), unless said default requires more than 30 days to cure and the Defaulting Party commences a cure within 30 days after written notice and thereafter maintains a diligent effort to complete the cure.

(2) Bankruptcy. Either party files in any court pursuant to any statute a petition in bankruptcy or insolvency or for reorganization or arrangement or makes an assignment for the benefit of creditors or any such petition is filed against a party and a receiver or trustee of all or any portion of that party's property is appointed and such proceeding is not dismissed or the trusteeship discontinued within 90 days after such appointment.

(b) Remedies. Upon the occurrence of an Event of Default by either party, the Non-Defaulting Party shall have the right to terminate this Lease due to the other's default and has the additional right to pursue a cause of action at law or in equity. In the event of early termination as a remedy to default, Tenant shall be liable to Landlord for a prorated portion of the rent and any utility amounts that would normally be due up and until the date that Tenant surrenders the Leased Space in accordance with this Lease, subject to offset for any damages at law or in equity.

10. General Provisions.

(a) Notice. "Notice" shall mean any notice, notification, consent, approval, request, designation, submission, specification, election or other communication required or permitted under this Lease. All Notices shall be in writing and shall be deemed to have been given and received the earlier of (1) the date the Notice is delivered by one party to the other party personally or delivered to the party's address by a party or by a delivery service which records delivery dates, or (2) three days after the Notice is placed in the mail addressed to the other party at the party's address, properly stamped, certified or registered mail, return receipt requested. A party's address shall be as follows or as set forth in a written Notice to the other party:

Landlord:	City Manager City of Anna, Texas 111 N. Powell Parkway Anna, Texas 75409 Fax: 972-924-2620
and to:	Clark McCoy Wolfe, Tidwell & McCoy, LLP 2591 Dallas Parkway, Suite 300 Frisco, Texas 75034 Fax: 972-712-3540
Tenant:	Dan Christensen CARDS Dallas, Incorporated 3020 Sargent Road Dallas, Texas 75203

(b) Entire Agreement. This Lease embodies the entire agreement and understanding between the parties as to the lease of the Leased Space by Tenant and supersedes all prior negotiations, agreements and understandings pertaining to such lease. Any provision of this Lease may be modified, waived or discharged only by an instrument in writing signed by the party against which enforcement of such modification, waiver or discharge is sought. This Lease is not intended to be nor shall it be construed as a service contract or contract for the sale of goods by Tenant to Landlord. Landlord does not by entering into this Lease waive any immunities it may have under common law or statute.

(c) Commission. Tenant and Landlord hereby represent to each other that neither has entered into any agreement or understanding that would give rise to a real estate commission being owed in connection with this Lease, and each of Landlord and Tenant shall indemnify and hold the other harmless against any commission, payment, interest or participation claimed on account of this Lease with any party under any alleged agreement or understanding entered into on that

party's behalf with the person or entity claiming the commission, payment, interest or participation.

(d) Force Majeure. Each party shall be excused from performing an obligation or undertaking provided for in this Lease for so long as such performance is prevented, delayed, retarded or hindered by an Act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, strike, lockout, epidemic, pandemic, action of labor unions, requisitions, laws, or orders of government or civil or military authorities.

(e) Surrender. Upon the expiration of the Term or earlier termination of this Lease, Tenant shall surrender the Leased Space to Landlord. Tenant shall remove all Personal Property, which are not fixtures (other than fixtures installed by Tenant pursuant to Section 4(f) above, which Tenant may remove at Tenant's expense), and shall return any area altered by Tenant for use into its previous condition, subject to Landlord's election to allow any specific items to remain "as is," which election Tenant may secure only in writing from Landlord. All other installations or improvements, including all infrastructure, structures, buildings, HVAC equipment, paneling, decorating, partitions, railings, mezzanine floors, and galleries made by either party shall be and become upon installation, the property of Landlord and shall be surrendered with the Leased Space at the expiration or termination of this Lease unless Landlord notifies Tenant to the contrary in writing, in which event Tenant may remove such property at its expense. Any property not promptly removed by Tenant under the provisions of this subparagraph may, at Landlord's option, be deemed to have been abandoned by Tenant and may be retained by Landlord without any claim by Tenant. Tenant shall in any event repair any damage to the Leased Space caused by Tenant's removal of any property.

(f) Applicable Law, Construction. The laws of the State of Texas shall govern the validity, performance and enforcement of this Lease. Any dispute arising under this Lease resulting in litigation shall be adjudicated solely in a court of competent jurisdiction in Collin County, Texas. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. If any provision of this Lease is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, the provision shall have the meaning which renders it valid. The submission of this document for examination does not constitute an offer to lease, this document being effective only upon the conditions stated herein.

(g) Time of the Essence. Time is of the essence with respect to each provision, term and covenant of this Lease.

(h) Captions. The captions are for convenience and do not limit or define the provisions of this Lease.

(i) Gender, Number. Whenever the sense of this Lease requires it, the use of (1) singular number shall be deemed to include the plural, (2) the masculine

gender shall be deemed to include the feminine or neuter gender, and (3) the neuter gender shall be deemed to include the masculine and feminine gender.

(j) Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.

(k) Contract Interpretation. This Lease is the result of negotiation between the parties, and shall, in the event of any dispute over the meaning or application of any portion thereof, be interpreted fairly and reasonably, and not to be more strictly construed against one party than another, regardless of which party originally drafted the language in dispute.

(l) No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

(m) Binding Effect. All provisions of this Lease shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

SIGNATURES:

LANDLORD:

CITY OF ANNA, TEXAS

By:

Name: Jim Proce

Title: City Manager

STATE OF TEXAS

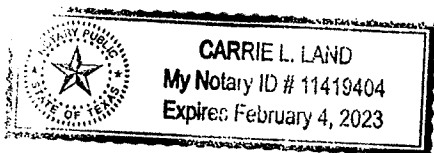
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COUNTY OF COLLIN

§

This instrument was acknowledged before me on the 9th day of March, 2021, by Jim Proce, City Manager of the City of Anna, Texas, a home-rule municipality on behalf of said municipality.



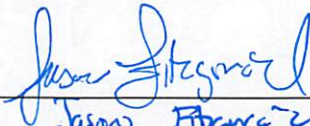
Carrie L. Land
Notary Public/State of Texas

10. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

TENANT:

CARDS Dallas Inc.,
a Texas corporation

By:
Name:
Title:


Jason Fitzgerald
VP of Sales

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

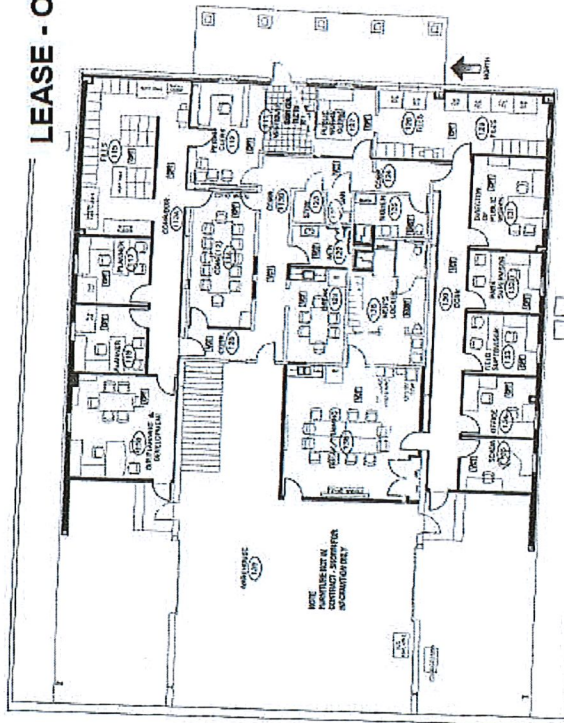
This instrument was acknowledged before me on the 15 day of Apr. 1, 2021, by TERRIE CRAFT, its CARDS DALLAS on behalf of said corporation.

TERRIE CRAFT
Notary Public-Arkansas
Benton County
Commission Expires 01-27-24
Commission #12397290

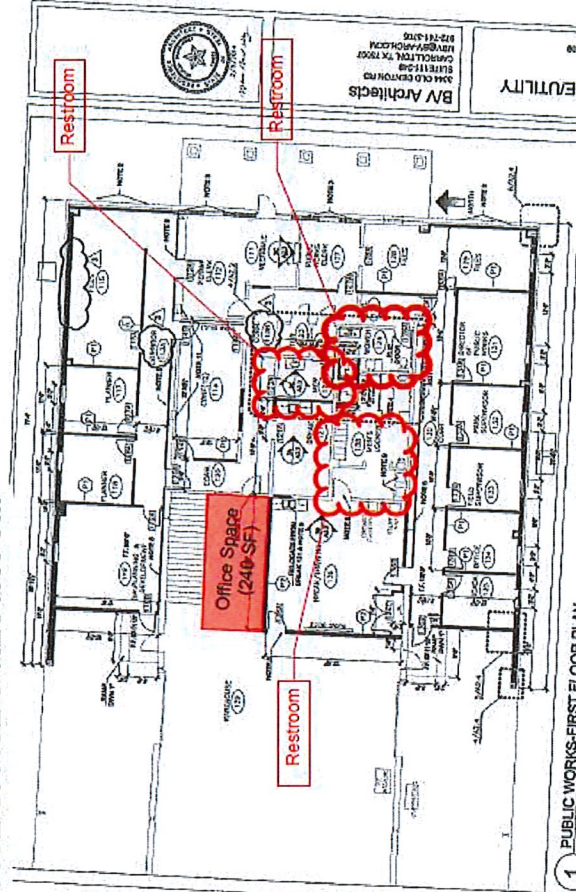
Notary Public/State of Texas

EXHIBIT A

LEASE - OFFICE SPACE & RESTROOM



2 PUBLIC WORKS - FINISH & FURNITURE PLAN
1/8" = 1'-0" (AT 24X36)



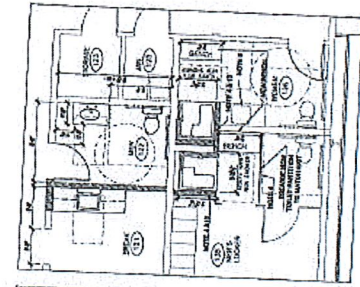
1 PUBLIC WORKS - FIRST FLOOR PLAN
1/8" = 1'-0" (AT 24X36)

TYPE	FINISH	NOTES	DATE
1	WALL	WALL FINISH	1/1/18
2	FLOOR	FLOOR FINISH	1/1/18
3	CEILING	CEILING FINISH	1/1/18
4	DOOR	DOOR FINISH	1/1/18
5	WINDOW	WINDOW FINISH	1/1/18
6	STAIR	STAIR FINISH	1/1/18
7	ELEVATOR	ELEVATOR FINISH	1/1/18
8	RESTROOM	RESTROOM FINISH	1/1/18
9	OFFICE	OFFICE FINISH	1/1/18
10	CONFERENCE	CONFERENCE FINISH	1/1/18
11	RECEPTION	RECEPTION FINISH	1/1/18
12	STORAGE	STORAGE FINISH	1/1/18
13	MEETING	MEETING FINISH	1/1/18
14	TRAINING	TRAINING FINISH	1/1/18
15	WORKSHOP	WORKSHOP FINISH	1/1/18
16	LABORATORY	LABORATORY FINISH	1/1/18
17	RESEARCH	RESEARCH FINISH	1/1/18
18	DEVELOPMENT	DEVELOPMENT FINISH	1/1/18
19	TESTING	TESTING FINISH	1/1/18
20	ANALYSIS	ANALYSIS FINISH	1/1/18
21	DESIGN	DESIGN FINISH	1/1/18
22	CONSTRUCTION	CONSTRUCTION FINISH	1/1/18
23	OPERATION	OPERATION FINISH	1/1/18
24	MAINTENANCE	MAINTENANCE FINISH	1/1/18
25	REPAIR	REPAIR FINISH	1/1/18
26	RENOVATION	RENOVATION FINISH	1/1/18
27	DEMOLITION	DEMOLITION FINISH	1/1/18
28	INSTALLATION	INSTALLATION FINISH	1/1/18
29	COMMISSIONING	COMMISSIONING FINISH	1/1/18
30	CLOSURE	CLOSURE FINISH	1/1/18

GENERAL NOTES

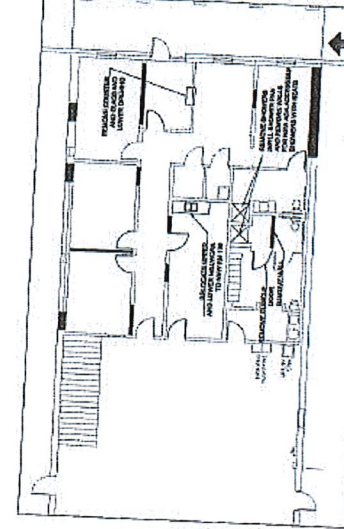
1. ALL FINISHES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE BUILDING DEPARTMENT SPECIFICATIONS.
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4 PUBLIC WORKS - ENLARGED PLAN
1/8" = 1'-0" (AT 24X36)



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3 PUBLIC WORKS - DEMOLITION PLAN
1/8" = 1'-0" (AT 24X36)



BY Architects
1000 15th St
San Francisco, CA 94107
415.774.1500
www.bv.com

CITY OF ANNA
BUILDINGS RENOVATIONS
POLICE WORKS - 1000 15th St, Anna, TX 75403

PROJECT NUMBER
13003

SHEET TITLE
PROJECT B
FLOOR PLAN
ENLARGED PLAN

SHEET NUMBER
A2.2

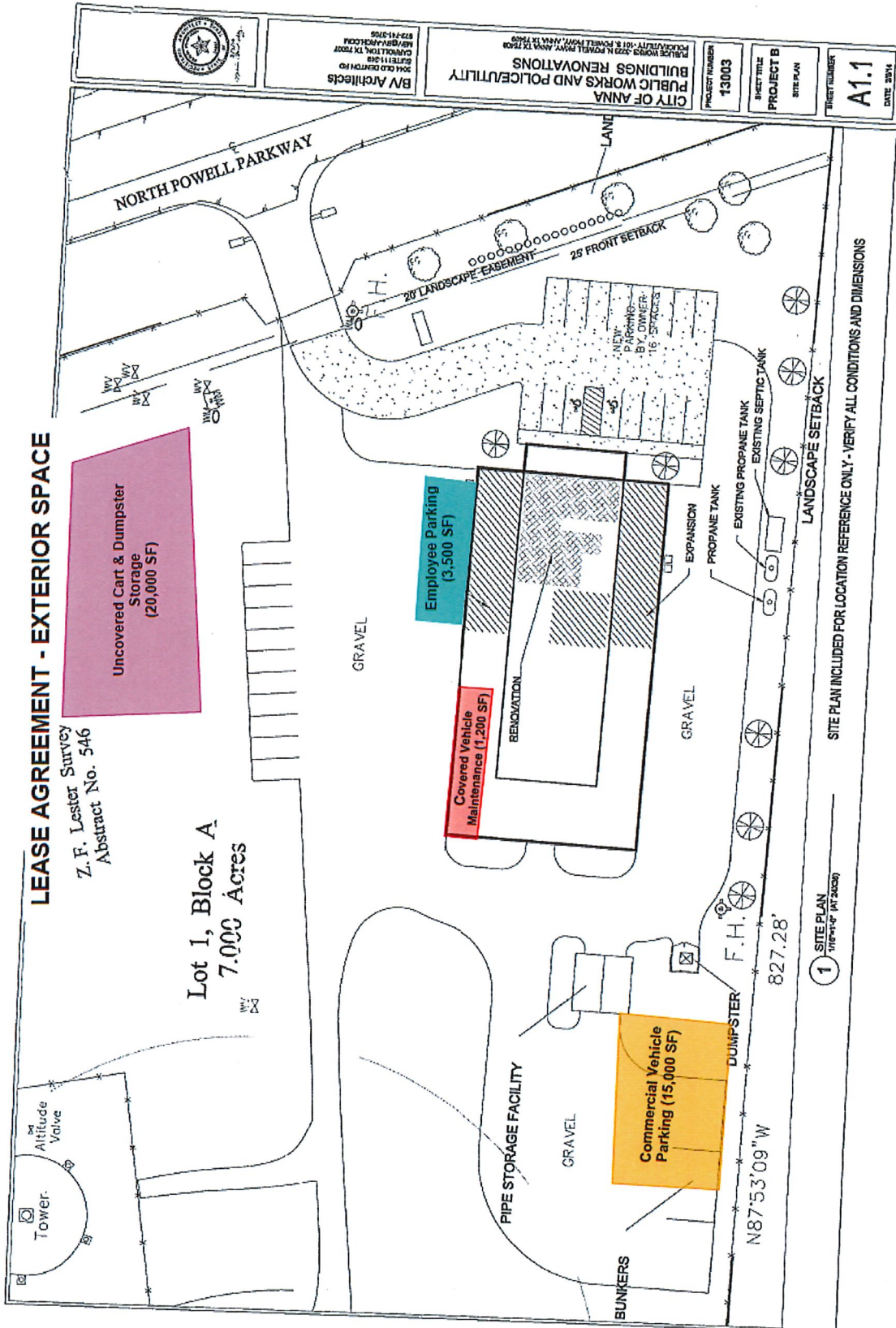
DATE
2014

EXHIBIT B

LEASE AGREEMENT - EXTERIOR SPACE

Z. F. Lester Survey
Abstract No. 546

Lot 1, Block A
7.000 Acres



1 SITE PLAN
VIEW 1-10' (AT 2000)

SITE PLAN INCLUDED FOR LOCATION REFERENCE ONLY - VERIFY ALL CONDITIONS AND DIMENSIONS

A1.1

DATE 2014

PROJECT NUMBER
13003

SHEET TITLE
PROJECT B

SITE PLAN

CITY OF ANNA
PUBLIC WORKS AND POLICE/UTILITY
BUILDINGS RENOVATIONS
PROJECT NUMBER 13003
PROJECT TITLE PROJECT B
SHEET TITLE SITE PLAN
DATE 2014

B/V Architects
1000 CLARKSON RD
SUITE 111
ANN ARBOR, MI 48106
TEL: 734.769.1111
FAX: 734.769.1112
WWW.BVARCHITECTS.COM



EXHIBIT C
TENANT'S CERTIFICATE AND AGREEMENT

THIS TENANT'S AS-IS CERTIFICATE AND AGREEMENT (this "Agreement"), is made as of February 1, 2021 by the City of Anna, Texas, a home-rule municipality ("Landlord") and CARDS Dallas Inc. ("Tenant").

RECITALS

WHEREAS, pursuant to the terms of that certain Lease, effective as of February 1, 2021, by and between Landlord and Tenant (as the same may have been amended or modified, the "Lease"), Landlord agreed to lease to Tenant, *inter alia*, that certain Leased Space as defined in the Lease and certain rights appurtenant thereto, all as more particularly described in the Lease. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Lease; and

WHEREAS, the Lease requires, *inter alia*, that, as a condition precedent to Landlord's obligations under the Lease, Tenant shall execute and deliver this Agreement to Landlord at commencement of the Term.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant hereby certifies and agrees as follows:

1. For purposes of this Agreement, the following terms shall have the following meanings:

"Assumed Liabilities" shall mean any and all Liabilities attributable to the physical condition of the Leased Space including, without limitation, (a) all Liabilities with respect to the condition of the Leased Space for which Tenant is to be responsible for repairs or maintenance under this Lease; (b) all Liabilities relating to the release of or the presence, discovery or removal of any Hazardous Materials caused by Tenant in, at, about, near, or under the Leased Space, or for, connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 *et seq.*, as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 *et seq.*, or any related claims or causes of action or any other Federal, State or municipal-based statutory or regulatory causes of action for environmental contamination at, in, about, near, or under the Leased Space to the extent that any of the foregoing causes of actions or claims arise from or relate to any environmental contamination or violation of Environmental Laws caused or committed by Tenant during Tenant's occupancy of the Leased Space; and (c) any tort claims made or brought with respect to the Leased Space arising out of the use or operation thereof by Tenant or its invitees and not arising from Landlord's breach

of its obligations under this Lease or with respect to the Leased Space. Notwithstanding the foregoing, however, "Assumed Liabilities" shall not include any Liabilities arising out of or in connection with:

- (i) any claims made or causes of action brought by any governmental authority as a result of any violations of any applicable laws that were caused by Landlord or by persons other than Tenant, or its invitees during the Lease term, during the time that Landlord owned title to the Premises (except for claims made or causes of action brought by Landlord, arising under, in connection with, growing out of or otherwise related to the Lease or this Agreement); and/or
- (ii) any and all Liabilities relating to the release of or the presence, discovery or removal of any Hazardous Materials introduced or installed by Landlord or by persons other than Tenant, or its invitees during the Lease term, during or prior to Landlord's period of ownership of the Premises to, in, at, about, near, or under the Leased Space, or for, connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 *et seq.*, as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 *et seq.*, or any related claims or causes of action or any other Federal, State or municipal-based statutory or regulatory causes of action for environmental contamination (collectively "Environmental Laws") at, in, about, near, or under the Leased Space to the extent that any of the foregoing causes of actions or claims arise from or relate to any environmental contamination or violation of Environmental Laws caused by Landlord, or any person other than Tenant or its invitees, during or prior to Landlord's period of ownership of the Premises.
- (iii) any and all Liabilities relating to, arising from or based upon latent defects, or conditions giving rise to work required to be done by Landlord under the Lease.

The items listed in clauses (i)-(iii) above are referred to collectively as the "Excluded Liabilities".

"Tenant's Representatives" shall mean Tenant and any officers, directors and senior employees of Tenant involved with the negotiation of the Lease.

"deemed to know" (or words of similar import) shall have the following meaning:

- (a) Tenant shall be "deemed to know" of the existence of a fact or circumstance to the extent that:

- (i) any Tenant's Representative has actual knowledge of such fact or circumstance, or
 - (ii) such fact or circumstance is disclosed by the Lease, or any other Document¹ delivered to any of Tenant's Representatives.
- (b) Tenant shall be "deemed to know" that any of Landlord's warranties or representations is untrue, inaccurate or incorrect to the extent that:
- (i) any Tenant's Representative has actual knowledge of information which is inconsistent with any of Landlord's Warranties, or
 - (ii) the Lease or any Document contains information, which is inconsistent with any of Landlord's warranties or representations.

"Documents" shall mean the documents and instruments applicable to the Leased Space or any portion thereof that any of the Landlord Parties deliver or make available to any Tenant's Representative prior to the date hereof or which are otherwise obtained by any Tenant's Representative prior to the date hereof, including, but not limited to, the Title Commitment, the Survey, the Title Documents, and the Leased Space Documents.

"Due Diligence" shall mean examinations, inspections, investigations, tests, studies, analyses, appraisals, evaluations and/or investigations with respect to the Premises or Leased Space, the Documents, and other information and documents regarding the Premises or Leased Space, including, without limitation the physical condition of the Premises or Leased Space.

"Hazardous Materials" shall mean any substance, chemical, waste or material that is or becomes regulated by any Federal, State or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including, without limitation, asbestos or any substance containing more than 0.1 percent asbestos, the group of compounds known as polychlorinated biphenyls, flammable explosives, oil, petroleum or any refined petroleum product.

"Leased Space Documents" shall mean, collectively, any documents or instruments which constitute, evidence or create or relate to any portion of the Leased Space.

"Liabilities" shall mean, collectively, any and all losses, costs, damages, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever.

¹ *Tenant is deemed to have knowledge if any fact or circumstance is disclosed by any Documents (a broadly defined term) delivered or made available to Tenant, whether or not Tenant has actual conscious awareness of a particular fact.*

"Landlord Parties" shall mean and include, collectively, (a) Landlord; (b) its legal counsel; and (c) any third-party consultants engaged by Landlord to evaluate the feasibility of the Lease.

2. Tenant acknowledges and agrees that, prior to the date hereof: (a) Landlord has made available to Tenant, or otherwise allowed Tenant access to, the Leased Space; (b) Tenant has conducted (or has waived its right to conduct) all Due Diligence as Tenant considered necessary or appropriate; (c) Tenant has reviewed, examined, evaluated and verified the results of its Due Diligence to the extent it deems necessary or appropriate with the assistance of such experts as Tenant deemed appropriate; and (d) except for, and only to the extent of, Landlord's warranties and representations contained in the Lease, is acquiring the Leased Space based exclusively upon its own Due Diligence.

3. Tenant acknowledges and agrees that, except for, and only to the extent of, Landlord's warranties and representations under the Lease:

- (a) The Leased Space is being demised, and Tenant is accepting possession of the Leased Space on the date hereof, "AS IS, WHERE IS, WITH ALL FAULTS", with no right of setoff or reduction in any payment of Rent or Additional Rent which may become due under the Lease, excepting any Excluded Liabilities.
- (b) Except as stated in this Lease, none of the Landlord Parties have or shall be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Tenant with respect to the physical condition of the Leased Space, any matter set forth, contained or addressed in the Documents (including, but not limited to, the accuracy and completeness thereof) or the results of Tenant's Due Diligence.
- (c) Tenant has confirmed independently all information that it considers material to its acceptance of the Leased Space.
- (d) Tenant is not relying on (and Landlord and each of the other Landlord Parties does hereby disclaim and renounce) any representations or warranties of any kind or nature whatsoever, whether oral or written, express, implied, statutory or otherwise, from any of the Landlord Parties, as to:
 - (i) the operation or performance of the Leased Space, the income potential, economic status, uses, or the merchantability, habitability or fitness of any portion of the Leased Space for a particular purpose other than for commercial office use;
 - (ii) the physical condition of the Leased Space or the condition or safety of the Leased Space or any component thereof, including, but not limited to, plumbing, sewer, heating, ventilating and electrical systems, roofing, air conditioning, foundations, soils and geology, including Hazardous

Materials, lot size, or suitability of the Leased Space or any component thereof for a particular purpose other than for commercial office use;

(iii) the presence or absence, location or scope of any Hazardous Materials in, at, about, near, or under the Leased Space;

(v) whether the improvements are structurally sound, in good condition, or in compliance with applicable Laws, other than that the Leased Space have been delivered by the Landlord empty and broom clean, that the HVAC system is in working order at the time of delivery, and that the Leased Space are suitable for commercial office use;

(vi) the dimensions of the Leased Space or the accuracy of square footage, sketches, or revenue or expense projections related to the Leased Space;

(vii) the locale of the Leased Space, the leasing market for the Leased Space, or the market assumptions Tenant utilized in its analysis of the Leased Space and determination of the Rent amount; and

(viii) whether the Leased Space is or would likely constitute a target of terrorist activity or other acts of war.

(e) Except as otherwise set forth in the Lease, Landlord is under no duty to make any affirmative disclosures or inquiry regarding any matter, which may or may not be known to any of Landlord Parties regarding the physical condition of the Leased Space, and Tenant, for itself and for its successors and assigns, hereby specifically waives and releases each of the Landlord Parties from any such duty that otherwise might exist.

4. Except as may be provided in the Lease regarding any repairs agreed to be done by Landlord, any repairs or work required by Tenant are the sole responsibility of Tenant, and Tenant agrees that there is no other obligation on the part of Landlord to make any changes, alterations or repairs to the Leased Space, including, without limitation, to cure any violations of Law, comply with the requirements of any insurer or otherwise. Except as may be provided in the Lease, Landlord is solely responsible for obtaining any certificate of occupancy or any other approval or permit necessary for the transfer or occupancy of the Leased Space; provided further, Landlord is responsible for any repairs or alterations necessary to obtain the same, at Landlord's sole cost and expense.

5. Tenant (i) having inspected the Leased Space as described above, (ii) having conducted, reviewed, examined, evaluated and verified the results of all Due Diligence to the extent Tenant deems appropriate as described above, (iii) having notified Landlord of any changes, alterations or repairs required to be made to the Leased Space that Tenant has discovered as a result of such Due Diligence at the time of the signing of this Lease, and (iv) having determined that Tenant shall

accept the Leased Space based exclusively upon its own Due Diligence (except for, and only to the extent of, Landlord's warranties and representations under the Lease), then, accordingly, Tenant agrees with Landlord that Tenant is in fact accepting the Leased Space based exclusively upon its own Due Diligence, except for, and only to the extent of, Landlord's warranties and representations under the Lease, and to evidence the foregoing, Tenant agrees to release Landlord as set forth below. Accordingly, except as expressly provided hereinbelow in this Section 5, Tenant, for Tenant and Tenant's successors and assigns, hereby releases each of the Landlord Parties from, and waives any and all Assumed Liabilities against each of the Landlord Parties for or attributable to or in connection with the Leased Space, whether arising or accruing before, on or after the date hereof and whether attributable to events or circumstances, which have heretofore or may hereafter occur.

Notwithstanding the foregoing, the release and waiver set forth in this Section 5 is not intended and shall not be construed as (i) affecting or impairing any rights or remedies that Tenant may have against Landlord as a result of a breach of any of Landlord's warranties and representations under the Lease, or (ii) shifting to Tenant any obligation, responsibility or liability for any Liability that does not constitute an Assumed Liability. Landlord hereby confirms it takes responsibility and liability for the Excluded Liabilities.

6. Tenant hereby assumes and takes responsibility and liability for all Assumed Liabilities. Notwithstanding the foregoing, nothing in this Section 6 shall be construed to affect or limit Tenant's rights or remedies against Landlord as a result of Landlord's breach of Landlord's warranties and representations under the Lease.

7. Tenant expressly understands and acknowledges that it is possible that unknown Assumed Liabilities may exist with respect to the Leased Space and that Tenant explicitly took that possibility into account in determining and agreeing to accept the Leased Space, and that a portion of such consideration, having been bargained for between parties with the knowledge of the possibility of such unknown Assumed Liabilities has been given in exchange for a full accord and satisfaction and discharge of all such Assumed Liabilities, except for Assumed Liabilities arising as a result of Landlord's breach of Landlord's warranties and representations under the Lease.

8. Tenant acknowledges and agrees that the provisions of this Agreement were a material factor in Landlord's agreement to lease the Leased Space to Tenant and, while Landlord has provided the Documents and cooperated with Tenant, Landlord is unwilling to lease the Leased Space unless the Landlord Parties are expressly released as set forth in Section 5 and Tenant assumes the obligations specified in Section 6.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

TENANT:

CARDS Dallas Inc.,
a Texas corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2021, by _____, its _____ on behalf of said corporation.

Notary Public/State of Texas



Item No. 7.q.

City Council Agenda
Staff Report

Meeting Date: 8/24/2021

Staff Contact: Jim Proce

AGENDA ITEM:

Consider/Discuss/Action on the Boards and Commission Liaison Council Assignments.

SUMMARY:

The City Council is desirous of reviewing the Council appointed Liaison appointments to each of the Boards and Commissions. While these are typically reviewed and assigned after each election, these can be revisited by a majority of the Council will, at any time, for any reason.

FINANCIAL IMPACT:

NA

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Jim Proce, City Manager

Jim Proce, City Manager

Created/Initiated - 8/18/2021

Final Approval - 8/18/2021