

AGENDA



City Council Meeting

Tuesday, September 28, 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 September 28, 2021, at the Anna ISD Board Room, Located at 201 E. 7th Street, to consider the following items.

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

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

2. Invocation and Pledge of Allegiance.

3. Neighbor Comments.

At this time, any person may address the City Council regarding an item on this meeting agenda that is not scheduled for public hearing. 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. Proclamation recognizing September and October as North Texas Community Cleanup Challenge Months.

5. Work Session.

6. Consent Items.

These items consist of non-controversial or "housekeeping" items required by law.

Items may be considered individually by any Council member making such request prior to a motion and vote on the Consent Items.

- a. Approve the City Council Meeting Minutes for the September 7th and September 14th Council Meetings. (City Secretary Carrie Land)
- b. Approve a Resolution approving the sale of certain real property acquired at a delinquent tax foreclosure sale, as provided by Section 34.05 of the Texas Property Tax Code. (Director of Finance Alan Guard)
- c. Development Agreement - AnnaCrossing, Phase 1C Addition (Director of Development Services Ross Altobelli)
Approve a Resolution entering into a development agreement with East Foster, LLC to establish development and design regulations for further development on 8.3± acres located at the northeast corner of E Foster Crossing and Vail Lane.
- d. Development Agreement - Parmore-Anna (Director of Development Services Ross Altobelli)
Approve a Resolution entering into a development agreement with Anna Town Center Mixed Use, LLC to establish development and design regulations for further development on 9.9± acres located on the northeast corner of Finley Boulevard and Florence Way.
- e. Development Agreement - The Grand at Anna Town Square (Director of Development Services Ross Altobelli)
Approve a Resolution entering into a development agreement with Anna Town Center Mixed Use, LLC to establish development and design regulations for further development on 13.4± acres located at the southwest corner of Finley Boulevard and Florence Way.
- f. Review Minutes of the July 15, 2021, Diversity and Inclusion Advisory Commission Meeting. (Assistant City Manager Ryan Henderson)
- g. Review Minutes of the August 3, 2021, Diversity and Inclusion Advisory Commission Meeting. (Assistant City Manager Ryan Henderson)
- h. Approve a Contract and Authorize Execution of Same for the Purchase, Installation and Storage of a 30' Lighted Artificial Christmas Tree from Lone Star Lighting (Director of Neighborhood Services Marc Marchand)

7. Items For Individual Consideration.

- a. Anna Crossing Phase 1C Addition, Zoning & Concept Plan (Director of Development Services Ross Altobelli)
 - 1) Conduct a public hearing to consider public comments regarding a request to rezone 8.3± acres located at the northeast corner of E Foster Crossing and Vail Lane from Planned Development-General Commercial (PD-C-2) to Planned Development-Multiple-Family - High Density (PD-MF-2) to allow for multiple-family residences on one lot.
 - 2) Consider/Discuss/Action on an Ordinance approving the PD-MF-2 rezoning request to allow for a multiple-family residence development with modified development standards.
 - 3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, Anna Crossing Phase 1C Addition, Block G, Lot 1, associated with the rezoning request.

- b. Parmore-Addition, Zoning, Concept Plan, & Preliminary Plat (Director of Development Services Ross Altobelli)
 - 1) Conduct a public hearing to consider public comments regarding a request to rezone 9.9± acres located at the northeast corner of Finley Boulevard and Florence Way from Planned Development-General Commercial/Multiple-Family – High Density (PD-C-2/MF-2) to Planned Development-Multiple-Family- High Density (PD-MF-2).
 - 2) Consider/Discuss/Action on an Ordinance approving the PD-MF-2 rezoning request to allow for a multiple-family residence development with modified development standards.
 - 3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, Parmore Addition, Block A, Lot 1, associated with the rezoning request.
 - 4) Consider/Discuss/Action on a recommendation on a Resolution approving the Preliminary Plat, Parmore Addition, Block A, Lot 1, associated with the development of a multiple-family residence.
- c. The Grand at Anna Town Square - Zoning & Concept Plan (Director of Development Services Ross Altobelli)
 - 1) Conduct a public hearing to consider public comments regarding a request to rezone 13.4± acres located at the southwest corner of Finley Boulevard and Florence Way from Planned Development-General Commercial/Multiple-Family – High Density (PD-C-2/MF-2) to Planned Development-Multiple-Family- High Density (PD-MF-2).
 - 2) Consider/Discuss/Action on an Ordinance approving the PD-MF-2 zoning request to allow for a multiple-family residence development with modified development standards.
 - 3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, The Grand at Anna Town Square, Block A, Lot 1, associated with the rezoning request.
- d. Vaquero DG Westminster, Zoning & Preliminary Plat (Director of Development Services Ross Altobelli)
 - 1) Conduct a public hearing to consider public comments regarding a request to rezone 2.5± acres located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862 from Single-Family – Large Lot (SF-E) to General Commercial (C-2).
 - 2) Consider/Discuss/Action on an Ordinance approving the C-2 rezoning request.
 - 3) Consider/Discuss/Action on a recommendation on a Resolution approving the Preliminary Plat, Vaquero DG Westminster, Block A, Lot 1, associated with the rezoning request and development of the property.
- e. Consider/Discuss/Action on an Ordinance changing the speed limit for SH 121 in the City limits of Anna, Texas to 65 miles per hour. (Director of Public Works

Greg Peters, P.E.)

- f. Consider/Discuss/Action on a Resolution authorizing the City Manager to execute an Impact Fee Reimbursement agreement for Anna Crossing with Anna Crossing AMC, Limited. (Director of Public Works Greg Peters, P.E.)
- g. Consider authorization of the City Manager to publish notice of an Ordinance creating a Stormwater Utility for the City of Anna in the Anna Melissa Tribune. (Director of Public Works Greg Peters, P.E.)
- h. Acting as the Anna Public Facility Corporation Board of Directors, Consider/Discuss/Action on corporate bylaws, and appoint offices of president, vice-president, secretary, and executive director. (Director of Economic Development Joey Grisham)
- i. Acting as the Anna Public Facility Corporation, Consider/Discuss/Act on approving a Municipal Advisory Agreement with Hilltop Securities, Inc. (Director of Economic Development Joey Grisham)
- j. Consider/Discuss/Action on an Ordinance Amending the FY2020 - 2021 Budget. (City Manager Jim Proce)

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

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

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

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

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

This is to certify that I, Carrie L. Land, City Secretary, posted this Agenda on the City's website (www.annatexas.gov) and at a place readily accessible to the public at the Anna City Hall and on the City Hall bulletin board at or before 5:00 p.m. on September 24, 2021.

Carrie L. Land, City Secretary

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



Item No. 4.a.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021

Staff Contact:

AGENDA ITEM:

Proclamation recognizing September and October as North Texas Community Cleanup Challenge Months.

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

1. 2021 NT Community Cleanup Challenge Months

APPROVALS:

Carrie Land, City Secretary
Jim Proce, City Manager

Created/Initiated - 9/23/2021
Final Approval - 9/23/2021

City of Anna, Texas

Proclamation



NORTH TEXAS COMMUNITY CLEANUP CHALLENGE MONTHS SEPTEMBER AND OCTOBER 2021

WHEREAS, the EPA has identified that approximately 80% of litter found in the marine environment as originating from land-based sources, and

WHEREAS, Litter is a problem affecting the beauty and health of communities throughout the state of Texas, impacting our environment by polluting our land and waterbodies, and

WHEREAS, Identifying solutions to pollution in Texas bays and the ocean has been a focus of statewide importance, and

WHEREAS, The streams, rivers, and lakes in North Central Texas are used for recreation and as our drinking water sources, and

WHEREAS, Trash and litter that finds its way into waterways poses a threat to wildlife, the health of local waterbodies, our community, residents, and visitors, and

WHEREAS, The cleanup of litter and illegal dumping is a costly expense to local governments as a 2016 study of nine Texas communities representing approximately 25 percent of the state population revealed a price tag of approximately \$50 million spent annually in these communities to address to address litter and illegal dumping, and

WHEREAS, Residents, businesses, community groups, and service organizations are seeking ways to help be part of the solution through education, collaboration and volunteer participation in litter cleanup events and activities, and

WHEREAS, The North Texas Community Cleanup Challenge encourages residents, businesses, community groups and service organizations in the North Central Texas region to participate in fighting the problem of litter through participation in a regional cleanup challenge to be held during the months of September and October of 2021, and

WHEREAS, The City of Anna declares it's support of the North Texas Community Cleanup Challenge regional initiatives and will encourage it's residents, businesses, community groups, and service organizations to utilize the website www.CommunityCleanupChallenge.com and will promote the North Texas Community Cleanup Challenge campaign to improve participation in litter cleanup activities, which directly keeps our local communities and drinking water sources clean and healthy.

NOW THEREFORE, BE IT RESOLVED THAT, I, Nate Pike, Mayor, of the City of Anna, Texas, do hereby recognize the months of September and October 2021 as

"NORTH TEXAS COMMUNITY CLEANUP CHALLENGE MONTHS"

in the City of Anna and commit to encouraging all residents, businesses, community groups, and service organizations to participate by engaging in litter cleanup events and activities during these months.

*In witness, whereof I have hereunto set my hand this
_____ day of _____ 2021 and called this seal to be affixed.*

Nate Pike, Mayor



Item No. 6.a.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021

Staff Contact:

AGENDA ITEM:

Approve the City Council Meeting Minutes for the September 7th and September 14th Council Meetings. (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. CCmin20210907 FINAL
2. CCmin20210914 FINAL

APPROVALS:

Carrie Land, City Secretary
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/23/2021

Approved - 9/23/2021

Final Approval - 9/23/2021

**Regular City Council Meeting
Meeting Minutes**



Tuesday, September 7, 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 September 7, 2021, at the Anna ISD Boardroom, 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 Pro Tem Miller called the meeting to order at 6:31 PM.

Mayor Pike was absent.

2. Invocation and Pledge of Allegiance.

Council Member Carver led the Invocation and Pledge of Allegiance.

3. Neighbor Comments.

There were no comments from the public.

4. Consent Items.

MOTION: Council Member Vollmer moved to approve consent items a. - b.
Council Member Ussery seconded. Motion carried 6-0.

- a. Approve a Resolution adopting an Interlocal Agreement for the collection of special assessments in the Sherley Tract Public Improvement District Improvement Area No.1. (Director of Economic Development Joey Grisham)
- b. Approve a Resolution adopting an Interlocal Agreement for the collection of special assessments in the Sherley Tract Public Improvement District Major Improvement Area. (Director of Economic Development Joey Grisham)

5. **Items For Individual Consideration.**

- a. Conduct a Public Hearing on the Proposed FY2022 Budget.
(City Manager Jim Proce)

Mayor Pro Tem Miller opened the public hearing at 6:35 PM.

City Manager Proce gave a brief presentation.

There were no comments from the public.

Mayor Pro Tem Miller closed the public hearing at 6:48 PM.

- b. Conduct a Public Hearing on the Proposed FY2022 Tax Rate.
(City Manager Jim Proce)

Mayor Pro Tem Miller opened the public hearing at 7:04 PM.

City Manager Proce gave a brief presentation.

There were no comments from the public.

Mayor Pro Tem Miller closed the public hearing at 7:07 PM.

6. **Adjourn.**

Mayor Pro Tem Miller adjourned the meeting at 7:07 PM.

Approved on September 28, 2021.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



**Regular City Council Meeting
Meeting Minutes**

Tuesday, September 14, 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 September 14, 2021, at the Anna ISD Boardroom, 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.

All Council Members were present.

2. Invocation and Pledge of Allegiance.

Council Member Carver gave the Invocation. Mayor Pike led the Pledge of Allegiance.

3. Neighbor Comments.

No comments.

4. Reports.

- a. Proclamation recognizing Collin County Preservation Celebration Day.
- b. Proclamation recognizing Collin McKinney Day.
- c. Proclamation recognizing September 17 - 23, 2021, as Constitution Week.
- d. Introduce Planner II. (Planning Manager Lauren Mecke)

Salena Tittle joined the Planning Division of Development Services as a Planner II on August 16, 2021.

5. Work Session.

- a. Discussion regarding the planning, design, and construction of a new community skate park that was included in the 2021 Bond Election. (Director of Neighborhood Services Marc Marchand)

The planning, design, and construction of a new community skate park was a recommendation from the recent update to the Parks Master Plan and included in the bond package approved by Anna neighbors in May of 2021. The recent Council-approved bond debt issuance included \$1.5 million dollars from the park bond aligning with the \$1.5 million dollar project estimate. Staff is prepared to bring a design services agreement for Council consideration at an upcoming City Council meeting that will include community input. Staff is seeking City Council feedback prior to moving forward with next steps in the process.

6. Consent Items.

MOTION: Council Member Carver moved to approve Consent Items a. through n. Council Member Miller seconded. Motion carried 7-0.

- a. Approve City Council Meeting Minutes for August 24, 2021, and August 31, 2021. (City Secretary Carrie Land)
- b. Review Minutes of the August 2, 2021, Planning & Zoning Commission Meeting. (Planning Manager Lauren Mecke)
- c. Approve a Resolution regarding the CR289 Addition, Block A, Lot 1, Development Plat. (Planning Manager Lauren Mecke)

Single-Family dwelling, detached on one lot on 5.0± acres located on the east side of County Road 289, 2,479± feet north of County Road 290. Located within the extraterritorial jurisdiction (ETJ).

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING CR289 ADDITION, BLOCK A, LOT 1, DEVELOPMENT PLAT

- d. Approve a Resolution regarding the Wann Estate Development Plat, Block A, Lot 1, Development Plat. (Planning Manager Lauren Mecke)

Single-family dwelling, detached on one lot on 7.9± acres located on the west side of County Road 479, 3,663± feet north of Farm-to-Market Road 2862. Located within the extraterritorial jurisdiction (ETJ).

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING WANN ESTATE DEVELOPMENT PLAT, BLOCK A, LOT 1, DEVELOPMENT PLAT

- e. Approve a Resolution regarding the Seekamp Estate Development Plat, Block A, Lot 1, Development Plat. (Planning Manager Lauren Mecke)

Single-family dwelling, detached on one lot on 11.7± acres located on the west side of County Road 479, 4,382± feet north of Farm-to-Market Road 2862. Located within the extraterritorial jurisdiction (ETJ).

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING SEEKAMP ESTATE, BLOCK A, LOT 1, DEVELOPMENT PLAT

- f. Approve a Resolution regarding the 455/75 Business Addition, Block A, Lots 1R, 4, & 5, Replat. (Planning Manager Lauren Mecke)

Shopping Center on one lot and two vacant lots on 6.2± acres located on the west side of South Central Expressway, 460± feet south of W. White Street. Zoned: General Commercial (C-2). The purpose of the replat is to subdivide Lot 1 into three lots and dedicate easements necessary for the future development of Lots 4 and 5.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE 455/75 BUSINESS ADDITION, BLOCK A, LOTS 1R, 4 & 5, REPLAT.

- g. Approve a Resolution regarding the 455/75 Business Addition, Block A, Lot 1R, Revised Site Plan. (Planning Manager Lauren Mecke)

Shopping Center on one lot on 3.8± acres located on the west side of S. Central Expressway, 636± feet south of W. White Street. Zoned: General Commercial (C-2). The purpose of the revised site plan is to provide an updated site plan following the subdivision of Lot 1.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A REVISED SITE PLAN OF 455/75 BUSINESS ADDITION, BLOCK A, LOT 1R.

- h. Approve a Resolution regarding the Anacapri, Phase 1A, Final Plat. (Planning Manager Lauren Mecke)

191 Single-Family Residence-60 (SF-60) lots & five common area lots on 44.2± acres located at the northeast corner of Hackberry Drive and future Ferguson Parkway. Zoned: Planned Development-Restricted Commercial/Single-Family Residence60/Single-Family Residence – Zero lot lines homes (PD-C-1/SF-60/SF-Z Ord. No. 887- 2020). The purpose for the Final Plat is to dedicate right-of-way, lot and block boundaries, and easements necessary for the construction and ultimate completion of the single-family subdivision.

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

- i. Approve a Resolution regarding the Anacapri, Phase 1B, Final Plat. (Planning Manager Lauren Mecke)

92 Single-Family Residence-60 (SF-60) lots, 112 Single-Family Residence District - Zero lot line home lots (SF-Z), and seven common area lots on 41.2± acres located on the south side of CR 370, 330± feet east of future Ferguson Parkway. Zoned: Planned Development-Restricted Commercial/Single-Family Residence-60/Single-Family Residence – Zero lot lines homes (PD-C-1/SF-60/SF-Z Ord. No. 887-2020). The purpose for the Final Plat is to dedicate right-of-way, lot and block boundaries, and easements necessary for the construction and ultimate completion of the single-family subdivision phase.

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

- j. Approve a Resolution regarding the Anna Crossing, Phase 1C, Final Plat. (Planning Manager Lauren Mecke)

102 Single-Family Residence-72 lots and 8 Common area lots on 31.4± acres located on the east and west sides of Vail Lane, 518± feet north of E Foster Crossing Road. Zoned: Planned Development-Single-Family Residence-72 (PD-SF-72) (Ord. No. 787- 2018). The purpose for the final plat is to dedicate right-of-way, lot and block boundaries, and easements necessary for the completion of the single-family subdivision.

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

- k. Approve a Resolution regarding the Ferguson-White Addition, Block A, Lots 1, 2 & 3, Preliminary Plat. (Planning Manager Lauren Mecke)

Bank on one lot and two vacant lots on 6.4± acres located at the southwest corner of W White Street and Ferguson Parkway. Zoned: Planned Development-Restricted Commercial (Ord. No. 821-2019). The purpose for the preliminary plat is to propose easements necessary for the bank construction on Lot 1.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PRELIMINARY PLAT OF FERGUSON-WHITE ADDITION, BLOCK A, LOTS 1, 2, & 3.

- l. Approve a Resolution regarding the Victoria Falls Center Addition, Block A, Lots 1R & 5R, Replat. (Planning Manager Lauren Mecke)

Shopping center, Lot 1R, and restaurant, Lot 5R, on two lots on 5.3± acres located on the north side of W White Street, 468± feet east of Victoria Falls Drive. Zoned: Planned Development-General Commercial (Ord. No. 119-2003). The purpose of the replat is to modify property boundaries and dedicate easements

necessary for the restaurant development on Lot 5R.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING THE VICTORIA FALLS CENTER ADDITION, BLOCK A, LOTS 1R & 5R, REPLAT.

- m. Approve a Resolution regarding the Victoria Falls Center Addition, Block A, Lot 5R, Site Plan. (Planning Manager Lauren Mecke)

Restaurant on one lot on 0.7± acre located on the north side of W White Street, 468± feet east of Victoria Falls Drive. Zoned: Planned Development-General Commercial (Ord. No. 119-2003).

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A SITE PLAN OF VICTORIA FALLS CENTER ADDITION, BLOCK A, LOT 5R.

- n. Approve a Resolution regarding the Cedar Ridge Estates, Preliminary Plat. (Planning Manager Lauren Mecke)

126 Single-Family Residence-72 lots and 7 common area lots on 39.7± acres located at the southwest intersection of CR 427 and CR 425 (Future Leonard Ave). Zoned: SingleFamily Residence-72 (SF-72). The purpose for the preliminary plat is to propose right-of-way dedication, lot and block boundaries, and easements necessary for the creation of the single-family subdivision formerly annexed and zoned by the name CR 427 Tract.

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A PRELIMINARY PLAT FOR CEDAR RIDGE ESTATES.

7. Items For Individual Consideration.

- a. Conduct a Public Hearing and consider approval on an Ordinance amending park development fund regulations to allow expenditures related to park planning and development staff. (Director of Neighborhood Services Marc Marchand)

Per City Council's directive in Anna's Strategic Plan to implement the Parks, Trails, and Open Spaces Master Plan and Parks Community Improvement capital plan, staff is bringing before the City Council amendments to the Ordinance governing the use of the Parks Development Fund.

Anna's significant population growth is causing an increase in the demand for parks, trails, open spaces, and related facilities and amenities. Funding for park planning, capital improvements, and related functions are allowable in the Park Development Fund Ordinance. However, this Ordinance amends the Park Development Fund regulations to expand its use and allow for staffing associated with park planning and development.

The Parks Development Fund is performing very well and the increase over previous fiscal years is enough capacity to cover capital projects and have funding for park planning and development staff. The revenue estimate for the Parks Development Fund in the FY 2020/2021 Budget was \$885,500. Actual revenue for the Parks Development Fund will exceed \$1,165,500 for the

FY 2020/2021 Budget. This is a difference of \$280,000 which is enough to cover staff's request in the FY 2021/2022 Budget of \$125,693 for park planning and development staff.

Mayor Pike opened the public hearing at 6:51 PM.

No comments.

Mayor Pike closed the public hearing at 6:51 PM.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, AMENDING THE ANNA CITY CODE OF ORDINANCES BY AMENDING CHAPTER 9 (PLANNING AND DEVELOPMENT REGULATIONS), ARTICLE 9.02 (SUBDIVISION REGULATIONS), DIVISION 4 (PUBLIC SITES AND OPEN SPACES), SECTION 9.02.135 (PARK LAND AND PUBLIC FACILITY DEDICATION), SUBSECTION (E) (PARK DEVELOPMENT FUND); PROVIDING FOR A PENALTY FOR ANY VIOLATION OF THIS ORDINANCE NOT TO EXCEED \$500; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

- b. Conduct a Public Hearing and consider approval of an Ordinance adopting water and sanitary sewer utility rates for Fiscal Year 2022. (Director of Public Works Greg Peters, P.E.)

On August 24, 2021, staff presented in a City Council Work session on the rate study results, which the FY2022 budget is in part contingent on. As a result of the efforts to balance the increasing costs from external service providers, the original projections of the prior rate study had increases as high as 10-12% annually. Staff has reviewed the financial condition of the utility and is proposing a reduction of the prior proposed rate increases. The revised recommendation includes a rate increase of 8% for water and 8% for wastewater. These increases are required to ensure that the Utility Fund maintains viability. The increases ensure that the City is able to cover the rising costs of purchased water and sewer treatment from North Texas Municipal Water District and the associated costs of delivery of purchased water and transmission of sewer to treatment facilities.

The proposed rate increases represent the minimum recommended increases needed to balance the revenues and expenses of the utility while meeting the needs of the growing population we serve.

Mayor Pike opened the public hearing at 6:56 PM.

No Comments.

Mayor Pike closed the public hearing at 6:57 PM.

AN ORDINANCE OF THE CITY OF ANNA, TEXAS, ADOPTING A 5-YEAR RATE PLAN FOR WATER AND SANITARY SEWER SERVICE RATES AS SHOWN IN EXHIBIT A ATTACHED HERETO AND AMENDING THE ANNA CITY CODE OF ORDINANCES APPENDIX A, ARTICLE A6.000 UTILITY FEES, SECTION A6.009 WATER AND SANITARY SEWER SERVICE RATES; 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.

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

- c. Consider/Discuss/Action approving an Ordinance adopting the FY2022 Budget. (City Manager Jim Proce)

The Annual Budget is developed through an extensive process of reviewing requests received from various City departments, then prioritizing those requests in a manner that utilizes resources effectively, within fiscal constraints, while working to achieve goals set forth by the City Council.

The proposed budget was presented to the City Council on August 10th and was posted on the City's website on August 11th. The public hearing on the proposed budget and tax rate was conducted on September 7th.

The FY2022 budget is funded with a tax rate of \$0.569500 per \$100 in taxable value, which less than the tax rate adopted last year.

While budgets are always a challenge, we have worked diligently to propose a budget that is both balanced and sufficient to meet the needs of the coming fiscal year. We express our appreciation to the City Council for their diligent efforts throughout the year in providing guidance, direction and support for our efforts to serve the City of Anna.

As Anna continues to grow, the City remains committed to its Strategic Vision. The FY2022 budget is designed to preserve and enhance the quality of existing services and respond appropriately to our City's continuing growth and development.

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF ANNA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; APPROPRIATING MONEY TO AN INTEREST AND SINKING FUND TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF ANNA FOR THE 2021 – 2022 FISCAL YEAR.

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

- d. Consider/Discuss/Action regarding a Resolution ratifying the property tax revenue increase reflected in the City of Anna FY2022 Budget. (City Manager Jim Proce)

Section 102.007 of the Local Government Code states that "adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget".

The budget is funded by a tax rate of \$0.569500, which is less than the tax rate adopted last year. The total amount of revenue generated from property taxes will increase by \$1,530,703 which is a 17.9 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$930,187.

A RESOLUTION OF THE CITY OF ANNA ACKNOWLEDGING AND RATIFYING THAT THE ADOPTION OF THE FISCAL YEAR 2021-2022 ANNUAL BUDGET WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS FISCAL YEAR.

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

- e. Consider/Discuss/Action approving an Ordinance adopting the FY2022 Tax Rate. (City Manager Jim Proce)

The FY2022 budget can be funded by adopting a tax rate of \$0.569500 cents per \$100 valuation. Of the total tax rate, \$0.452631 cents are dedicated to the general fund maintenance and operations (M&O) and \$0.116869 cents are dedicated for the payment of general fund debt obligations or interest and sinking (I&S).

State regulations require specific language to be included in the ordinance and motion adopting the tax rate. The language in the motion is meant to reflect the change in the total tax rate while the language in section 5 of the ordinance only reflects the change in the M&O portion of the rate. The M&O rate exceeds the M&O no-new-revenue rate by 4.93% but is lower than the FY2021 adopted M&O rate, resulting in a \$14.42 decrease on a \$100,000 home.

As the proposed rate exceeds the no-new-revenue rate of \$0.536868, the motion must be made in the following form:

"I move that the property tax rate be increased by the adoption of a tax rate of \$0.569500, which is effectively a 6.08 percent increase in the tax rate."

In addition to statutory requirements for the language of the motion to adopt the tax rate, Sec. 26.05(b) requires 60% of the Council to vote in favor of a tax rate that exceeds the no-new-revenue tax rate. This means that five members of the City Council must vote in favor of the motion to pass the \$0.569500 rate.

AN ORDINANCE LEVYING PROPERTY TAXES FOR USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF ANNA FOR THE 2021-2022 FISCAL YEAR; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF ANNA; PROVIDING FOR APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES; AND, PROVIDING WHEN TAXES SHALL BECOME DUE AND WHEN SAME SHALL BECOME DELINQUENT IF NOT PAID.

MOTION: Council Member Toten moved to approve that the property tax rate be increased by the adoption of a tax rate of \$0.569500, which is effectively a 6.08 percent increase in the tax rate. Council Member Atchley seconded. Motion carried 7-0.

- f. Consider/Discussion/Action on an Ordinance approving a variance request to allow for modified signage. (Planning Manager Lauren Mecke)

Request for a sign variance to allow for the reconstruction of a nonconforming Class 5, major free-standing sign on a tract of land located at the northeast corner of S. Powell Parkway (State Highway 5) and County Road 423. Zoned Single-Family – Large Lot (SF-E).

The existing sign was erected prior to the property being annexed into the City of Anna. Now within the City limits, the sign is considered non-conforming due to major freestanding signs are not permitted along State Highway 5 nor within single-family zoning districts.

The applicant is requesting a variance from the signage ordinance in order to relocate the nonconforming sign due to TxDOT State Highway 5 expansion project.

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

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

- g. Consider/Discussion/Action on a request to call a public hearing to amend Article 9.04 (Zoning Ordinance) in order to modify setback requirements for swimming pools. (Planning Manager Lauren Mecke)

Under Section 9.04.033 (Special Uses) of Article 9.04 (Zoning Ordinance), the City has adopted some additional standards pertaining to swimming pools. One of the standards states that swimming pools may not be closer than eight feet from any property line. Staff would like to modify the distance to be more in line with accessory structures which are required to maintain a five (5) foot setback from property lines.

The requested amendments to the Zoning Ordinance will improve staff efficiency, simplify the City's development regulations and standards, and reduce costs to neighbors, developers, and property owners.

Recommended the City Council call a Public Hearing to amend Article 9.04 (Zoning Ordinance) to modify the setback requirement for swimming pools.

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

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

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

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

No Closed Session was held.

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 7:08 PM.

Approved on September 28, 2021.

Mayor Nate Pike

ATTEST:

City Secretary Carrie L. Land



Item No. 6.b.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021

Staff Contact: Alan Guard

AGENDA ITEM:

Approve a Resolution approving the sale of certain real property acquired at a delinquent tax foreclosure sale, as provided by Section 34.05 of the Texas Property Tax Code. (Director of Finance Alan Guard)

SUMMARY:

Collin County received several offers to purchase a number of properties that were previously bid off to the taxing units. These offers were the highest and best received for each property. Texas Property Tax Code Section 34.05(i) authorizes the private re-sale of tax foreclosed properties with the consent of the taxing units involved in the foreclosure lawsuits. The Collin County Commissioners Court approved the sale for all the properties on June 21, 2021.

The City of Anna was a party to one of the lawsuit and consent is needed from the City before finalizing the sale. The County is asking if the City would consider the offer attached and formally give its consent to the resale and accept the offer.

FINANCIAL IMPACT:

The City will receive its share of taxes owed from the property as part of the settlement.

STRATEGIC CONNECTIONS:

This item supports the City of Anna Strategic Plan, specifically advancing:
GOAL 4 HIGH PERFORMING, PROFESSIONAL CITY

STAFF RECOMMENDATION:

Adopt the Resolution

ATTACHMENTS:

1. Resolution for Private Bid for 75 North Addition, Lot 14A
2. City of Anna Offer from Syed Haque Private Bid Packet

APPROVALS:

Alan Guard, Finance Director
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/23/2021
Approved - 9/23/2021
Final Approval - 9/23/2021

RESOLUTION NO.: _____

A RESOLUTION APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE, AS PROVIDED BY SECTION 34.05 OF THE TEXAS PROPERTY TAX CODE.

WHEREAS, pursuant to a delinquent tax collection lawsuit, Case Number 199-00205-2011, Anna Independent School District v. William Bentley Powell and tax foreclosure sale of property described as being all that certain tract of land known as Lot 14A, in the 75 North Addition to the City of Anna, Texas, and being more particularly described in that certain deed of record in Volume 641, Page 287, of the Deed Records of Collin County, Texas, (“The Property”) was struck off to Anna Independent School District, City of Anna, Collin County and Collin County Community College District, and

WHEREAS, the City of Anna desires to resell The Property pursuant to Section 34.05 of the Property Tax Code; and

WHEREAS, it is in the best interest of the City of Anna and its taxpayers to return this property to a productive use; and

WHEREAS, Syed Hague has made an offer to purchase the property for the sum of Fifteen Thousand, Five Hundred dollars and zero cents (\$15,500.00), and

WHEREAS, the City of Anna desires to authorize Collin County to act as Trustee to offer The Property for sale pursuant to Section 34.05 of the Texas Property Tax Code,

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

Section 1. The City of Anna agrees to sell, convey and transfer The Property acquired at the above-described tax sale to Syed Hague for the sum of \$15,500.00 as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The City Council hereby authorizes the Mayor to sign the resale deed on behalf of the City of Anna.

Section 2. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

PASSED and Approved by the City of Anna on this 28th day of September, 2021.

Nate Pike, Mayor

Attest:

City Secretary

July 14, 2021

Alan Guard, Director of Finance
City of Anna
P. O. Box 776
Anna, TX 75409-0776

Re: Offer from Syed Haque
R079900001401, Lot 14A, 75 North Addition

Dear Mr. Guard:

Syed Haque has offered to purchase what was previously the William Bentley Howell property (Being all that certain tract of land known as Lot 14A, in the 75 North Addition to the City of Anna, Texas, and being more particularly described in that certain deed of record in Volume 641, Page 287, of the Deed Records of Collin County, Texas), for \$15,500.00.

This property was sold at a Sheriff's Sale on June 5, 2012, pursuant to delinquent tax collection suit number 199-00205-2011. There were no bidders and the property was struck off to the Anna ISD and other taxing jurisdictions.

The property's most recent value according to the Appraisal District is \$22,000.00. The property was struck off for the total judgment amount, \$6,443.90 which includes taxes, penalties and interests, costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code, the court costs and costs of sale must be paid first out of the proceeds of a resale. The remainder would be distributed to the taxing jurisdictions pro-rata. Those costs total \$1,196.00. A breakdown of amounts each taxing entity will receive is enclosed.

As the offer of \$15,500.00 is sufficient to pay all amounts due under the judgment, this sale meets the criteria of Texas Property Tax Code §34.05(h) and does not require the consent of the other taxing units in the Judgment.

If your entity decides to accept this offer, enclosed for execution is an Approval of Private Tax Sale Per Texas Property Tax Code Sec. 34.05(i) prepared for this resale. When the Approval is executed, please return it to me so that I can finalize the transaction.

If you have any questions or need additional information, please do not hesitate to call me.

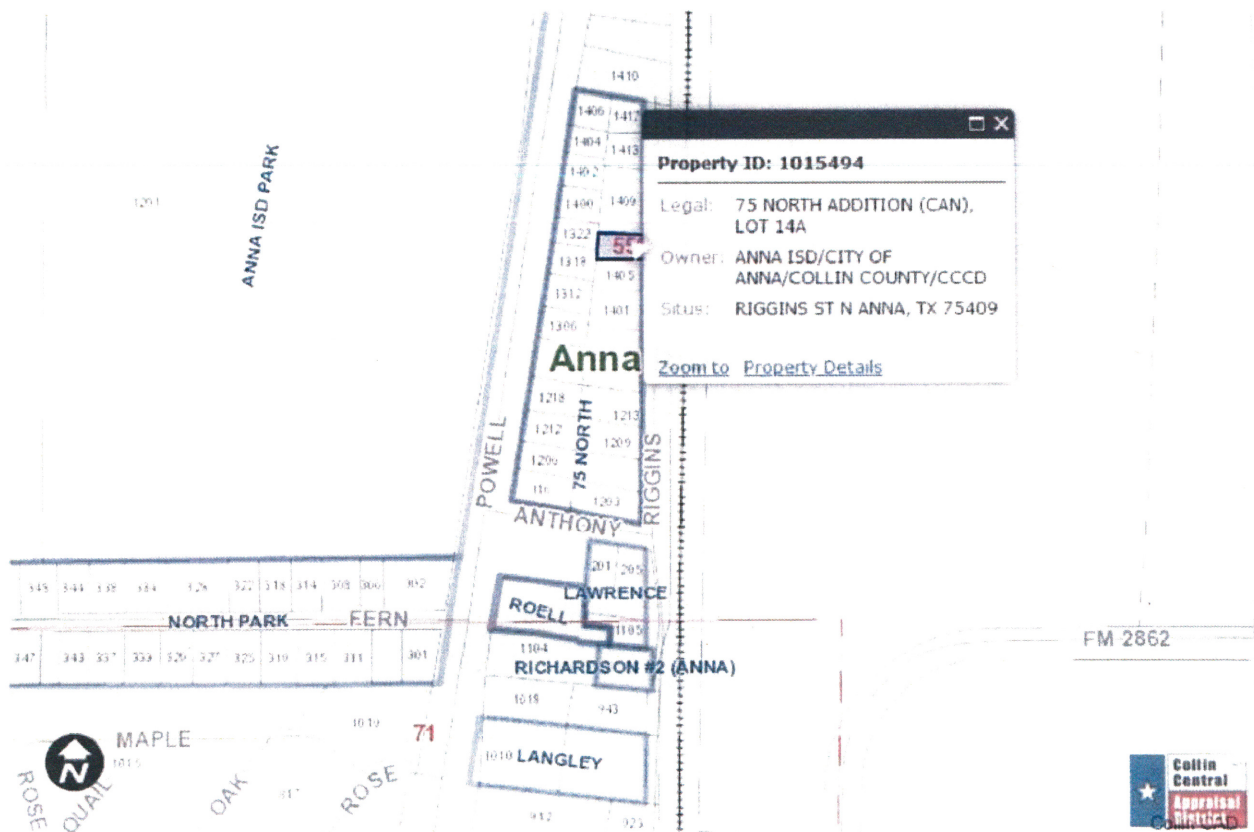
Sincerely,


Elena Fernandez

Cause No. 199-00205-2011, Anna Independent School District vs. William Bentley Powell

Property Description: Being all that certain tract of land known as Lot 14A, in the 75 North Addition to the City of Anna, Texas, and being more particularly described in that certain deed of record in Volume 641, Page 287, of the Deed Records of Collin County, Texas

Property struck off: June 5, 2012



FINANCIAL IMPACT OF BID ACCEPTANCE

BID FOR: 75 North Addition (CAN), Lot 14A
 Riggins St N, Anna
 PROP. NO. R079900001401
 PROPOSED BID: \$15,500.00
 CAUSE NO: 199-00205-2011
 STRIKE OFF DATE: June 5, 2012
 JUDGMENT DATE: December 6, 2011
 CURRENT VALUE: \$22,000.00
 BID BY: Syed Haque

TAXES DUE JURISDICTION AT THE TIME OF JUDGMENT		RATIO
Anna ISD	\$3,441.16	63.9%
City of Anna	\$1,209.49	22.5%
Collin Cnty/CCD	\$731.25	13.6%
Total Taxes	\$5,381.90	100.00%

Bid Amount:		\$15,500.00
Distribution:	Collin County District Clerk	\$1,196.00
	Anna ISD	\$9,145.90
	City of Anna	\$3,214.58
	Collin County	\$1,438.19
	Collin College	\$505.33

Anna ISD	Judgment years	\$3,575.00
	Post judgment years	\$2,314.51
	Excess to ISD	\$3,256.39

City of Anna	Judgment years	\$1,257.42
	Post judgment years	\$977.39
	Excess to City	\$979.77

Prepared: 7/13/2021

Approval of Private Tax Sale Per Texas Property Tax Code Sec. 34.05(i)

Property Description: That tract of real property located in Collin County, Texas described by the Collin County Tax Office and the tax maps of Collin County, Texas as '75 NORTH ADDITION (CAN) LOT 14A', Collin CAD (Geo) No. R079900001401; described further in the judgment and orders in Cause No. 199-00205-2011 – Anna Independent School District v Powell.

Grantor(s): Collin County, Collin County Community College District, City of Anna, Anna Independent School District

Grantee(s): Syed Haque

Sales Price \$15,500.00

Approved this _____ day of _____, 202__.

For CITY OF ANNA (Taxing Unit)

By _____

Printed Name: _____

Printed Title: _____

ACKNOWLEDGMENT

**THE STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 202__ by _____, as the act and deed of the taxing unit so represented above.

Notary Public, State of Texas

NOTES: Tract 6 [10]



Item No. 6.c.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Development Agreement - AnnaCrossing, Phase 1C Addition (Director of Development Services Ross Altobelli)

Approve a Resolution entering into a development agreement with East Foster, LLC to establish development and design regulations for further development on 8.3± acres located at the northeast corner of E Foster Crossing and Vail Lane.

SUMMARY:

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

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approving a Resolution entering into a Development Agreement with East Foster, LLC.

ATTACHMENTS:

1. Resolution - DA (Anna Crossing, Ph 1C multiple-family)
2. FINAL - DA (Anna Crossing Addn Ph 1C - multi-family)
3. Exhibit 1 - DA (Metes & Bounds)
4. Exhibit 2 - DA (Concept Plan)

APPROVALS:

Ross Altobelli, Director of Development Services
Terri Doby, Budget Manager

Created/Initiated - 9/23/2021
Approved - 9/23/2021

Jim Proce, City Manager

Final Approval - 9/24/2021

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH EAST FOSTER, LLC RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENCE DEVELOPMENT LOCATED AT THE NORTHEAST CORNER OF FINLEY BOULEVARD AND FLORENCE WAY.

WHEREAS, East Foster, LLC is the Property Owners of real estate generally located at the at the northeast corner of E. Foster Crossing and Vail Lane; and

WHEREAS, Property Owners desire to rezone the subject property to allow 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 East Foster, LLC., 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 28th day of September 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered effective as of September 28, 2021 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality ("**City**") and East Foster, LLC ("**Property Owner**") as follows:

RECITALS

WHEREAS, the Property Owner is the sole owner of 8.3± acres of real property described in Exhibit 1 and depicted on Exhibit 2, (the "**Property**"); and,

WHEREAS, the Property is presently under contract (the "**Contract**") to be sold by the Property Owner and purchased by Palladium USA International, Inc. or its permitted assigns (the "**Developer**"); and,

WHEREAS, Property Owner has, at the request of Developer, applied to rezone the Property to allow for Planned Development-Multiple-Family - High Density (PD-MF-2) to allow for multiple-family residences with modified development standards; 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-MF-2 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).

Multiple-Family Residence Buildings

- A. All multi-family buildings and structures shall have at least seventy percent (70%), for the first three stories of the total exterior walls above grade level, excluding doors and windows, and recessed balcony areas (should be allowed as plane break), constructed of either masonry (brick, stone, pre-cast stone, and other similar veneer material) or Stucco materials with no more than (30%) consisting of cementitious siding (Hardie products).
- B. A maximum of 10 percent of any exposed exterior wall may consist of EIFS.
- C. Roofing materials of for buildings and structures must be architectural roof shingles, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstances 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. A covered entry area shall be designed at the main entry to each building.
- F. A minimum of 75% of all units must have one of the following design features: a true balcony, stoop, or patio to create outdoor living space.
- G. Four architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but are not limited to:
 - 1) Articulation of building façade,
 - 2) Extensions to the building through bay or box windows, and other similar features projecting out from the facade,
 - 3) A horizontal change in building materials between stories of a building,
 - 4) Variation in building materials between vertical intervals,
 - 5) Variations in window placement,
 - 6) Architectural features such as shutters, awnings, dormers, chimneys, decorative moldings or ornamental details, and
 - 7) Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition.

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:

East Foster, LLC.
1650 West Virginia St. Suite 212
McKinney, TX 75069
Attn: Sam Franklin, Manager

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-Multiple-Family Residential - High Density (PD-MF-2), as set forth in Section 9.04 of the Anna City Code of Ordinances, ("Zoning Ordinance"). The parties acknowledge and agree that the rezoning of the Property is a legislative act and that this Agreement does not bind the City Council to approve any proposed rezoning of the Property.

SECTION 5. CLOSING.

The Contract provides that the closing and funding of the sale of the Property shall occur on April 4, 2022, unless otherwise extended or amended by the parties to the Contract (the "**Closing**"). Notwithstanding anything to the contrary herein, upon Closing and funding of the sale of the Property, Developer or its successors or assigns shall fully assume all of Property Owner's rights and obligations under this Agreement, and Property Owner, its successors and assigns, shall be fully and completely released from this Agreement for all purposes, without the necessity of additional notice from or action by any Party. Nothing in this Section 5 shall serve to release any subsequent owners of the Property from the terms, conditions and obligations in this Agreement.

If Closing does not occur and the Contract is terminated, the City agrees to reasonably cooperate with Property Owner to modify the terms and conditions of this Agreement to accommodate any subsequent purchaser(s) and/or alternative use(s) of the Property.

SECTION 6. DEFAULT.

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

- A. Withholding of utilities or withholding or revocation of permits and other approvals required for development and use of the portion of the Property that is the subject of the default (but no other portions of the Property) including without limitation building permits and certificates of occupancy.
- B. The Defaulting Owner, or its heirs, successors or assigns, or subsequent owners of the Property (collectively, the "Defaulting Developer Parties") shall be liable to pay to the City the sum of \$2,000 for each failure to fully comply with the development standards set forth in Section 3 of this Agreement. The Defaulting Developer Parties

shall be liable to pay the City said \$2,000 sum per day for each day that such failure to comply occurs. The sums of money to be paid for such failure(s) is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages that accrue per day that such a failure shall exist or occur. The said amounts are fixed and agreed upon by the parties because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain. Notwithstanding the foregoing, none of the Defaulting Developer Parties shall be liable to pay the liquidated damages that accrue under this paragraph unless there is a breach of any material term or condition of this Agreement and such breach remains uncured after forty-five (45) calendar days following receipt of written notice from the City provided in accordance with this Agreement describing said breach in reasonable detail (or, if the cure of the breach has diligently and continuously been undertaken but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect the cure, as determined by both Parties mutually and in good faith but in no event shall such additional period exceed 120 days unless agreed to in writing by the parties to this Agreement). In the event of a breach that is not timely cured in accordance with this paragraph, the sum of liquidated damages shall be calculated to include each and every day of the occurrence of the breach beginning on the date that the City first provided written notice of such breach under this paragraph and the City shall not be required to provide 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 7. BINDING ON SUCCESSORS, AGREEMENT RUNS WITH THE LAND.

Except as otherwise provided for herein, this Agreement will be binding upon and inure to the benefit of the parties' respective successors, assigns and personal representatives. This Agreement will run with the land and be binding on all subsequent Property Owners and Developers.

SECTION 8. 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 9. RECORDATION.

Property Owner at its sole cost will record this document, including all the Exhibits, on or after one (1) business day after Closing and funding of the Contract, and immediately provide

a recorded copy to the City.

SECTION 10. ENTIRE AGREEMENT.

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

SECTION 11. RECITALS AND EXHIBITS.

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

SECTION 12. AUTHORITY.

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

SECTION 13. INVALID PROVISIONS.

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

SECTION 14. EFFECTIVE DATE.

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

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

East Foster, LLC

By: _____
Sam Franklin, Manager

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of _____, 2021, appeared Sam Franklin, 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 Manager of East Foster, LLC.

Notary Public, State of Texas

**EXHIBIT “1”
PROPERTY DESCRIPTION**

DRAFT

**EXHIBIT “2”
CONCEPT PLAN**

DRAFT

Exhibit 1 - Page 1 of 3

LEGAL DESCRIPTION
8.257 Acres
Granderson Stark Survey, A-798
City of Anna
Collin County, Texas

SITUATED in the City of Anna, in the Granderson Stark Survey, Abstract No. 798 of Collin County, Texas and being a part of that certain called 39.9944 acre tract of land described in a Warranty Deed With Vendor's Lien to 40 PGE, Ltd., dated March 27, 2003 and recorded in Volume 5387, Page 468, Deed Records, Collin County, Texas (D.R.C.C.T.) and also being a part of that certain called 10.150 acre tract of land described in a Special Warranty Deed to Anna Town Center No. 8/CTS, Ltd., dated December 1, 2014 and recorded in Document No. 20141203001315490, D.R.C.C.T. and the consolidation of the two said parcels being more particularly described by metes & bounds as follows:

COMMENCING at a point in the center of E. Foster Crossing Road (formerly known as County Road 421 – variable width public right-of-way) for the southeast corner of the above described 39.9944 acre 40 PGE tract and same being the southwest corner of the above described 10.150 acre Anna Town Center tract;

THENCE: North 00 deg. 11 min. 37 sec. West, across said E. Foster Crossing Road, along the common line of said 39.9944 acre and 10.150 acre tracts, a distance of 40.01 feet to the POINT OF BEGINNING on the future north right-of-way line of said E. Foster Crossing Road;

THENCE: North 89 deg. 11 min. 45 sec. West, departing from said common line, across said 39.9944 acre tract and along the future north right-of-way line of said E. Foster Crossing Road, a distance of 644.30 feet to a point for the southwest corner of this hereinafter described tract, at the intersection of the future north right-of-way line of E. Foster Crossing Road and the future east right-of-way line of Vail Lane (proposed 50' wide public right-of-way);

THENCE: Departing from the future north right-of-way of E. Foster Crossing Road, over and across said 39.9944 acre tract and along the future east right-of-way line of Vale Lane as follows:

North 44 deg. 11 min. 45 sec. West, a distance of 27.38 feet to a point for corner;

North 00 deg. 48 min. 56 sec. East, a distance of 166.85 feet to a point for corner at the beginning of a curve to the left, having a radius of 325.00 feet, a central angle of 23 deg. 19 min. 33 sec. and a chord that bears North 10 deg. 50 min. 50 sec. West - 131.40 feet;

Northwesterly, along said curve to the left, an arc distance of 132.31 feet to a point for corner at the end of said curve and the beginning of a reverse curve to the right, having a radius of 275.00 feet, a central angle of 22 deg. 19 min. 56 sec. and a chord that bears North 11 deg. 20 min. 38 sec. West - 106.51 feet;

Northwesterly, along said curve to the right, an arc distance of 107.19 feet to a point for corner at the end of said curve;

Exhibit 1 - Page 2 of 3

North 00 deg. 10 min. 41 sec. West, a distance of 58.30 feet to a point for the northwest corner of this tract on the south line of that certain called 19.882 acre tract of land described in a Special Warranty Deed With Vendor's Lien to Anna Crossing 40PGE, Ltd, recorded in Document No. 20190114000044870, D.R.C.C.T.;

THENCE: North 89 deg. 49 min. 19 sec. East, departing from the future east right-of-way line of Vail Lane, along the south line of said 19.882 acre Anna Crossing 40PGE tract, a distance of 514.65 feet to a point for the most northerly northeast corner of this tract;

THENCE: Departing from the south line of said 19.882 acre Anna Crossing 40PGE tract, over and across the above mentioned 39.9944 acre 40 PGE tract as follows:

South 02 deg. 07 min. 59 sec. West, a distance of 64.76 feet to a point for an angle corner;

South 30 deg. 39 min. 41 sec. East, a distance of 47.85 feet to a point for an angle corner;

South 00 deg. 14 min. 58 sec. East, a distance of 23.04 feet to a point for corner at the beginning of a curve to the left, having a radius of 11.00 feet, a central angle of 89 deg. 57 min. 12 sec. and a chord that bears South 45 deg. 13 min. 48 sec. East - 15.55 feet;

Southeasterly, along said curve to the left, an arc distance of 17.27 feet to a point for corner at the end of said curve;

North 89 deg. 47 min. 21 sec. East, a distance of 117.40 feet to a point for corner at the beginning of a curve to the left, having a radius of 11.00 feet, a central angle of 38 deg. 48 min. 49 sec. and a chord that bears North 70 deg. 22 min. 50 sec. East - 7.31 feet;

Northeasterly, along said curve to the left, an arc distance of 7.45 feet to a point for corner at the end of said curve;

North 50 deg. 58 min. 19 sec. East, a distance of 20.10 feet to a point for corner at the beginning of a curve to the right, having a radius of 4.00 feet, a central angle of 38 deg. 50 min. 28 sec. and a chord that bears North 70 deg. 25 min. 33 sec. East - 2.66 feet;

Northeasterly, along said curve to the right, an arc distance of 2.71 feet to a point for corner:

THENCE: North 89 deg. 52 min. 47 sec. East, at a distance of 15.39 feet, passing the east line of said 39.9944 acre 40 PGE tract and the west line of the above described 10.150 acre Anna Town Center tract and continuing across said 10.150 acre Anna Town Center tract for a total distance of 131.51 feet to a point for corner at the beginning of a curve to the right, having a radius of 4.00 feet, a central angle of 44 deg. 58 min. 38 sec. and a chord that bears South 67 deg. 37 min. 54 sec. East - 3.06 feet;

THENCE: Continuing across said 10.150 acre Anna Town Center tract as follows:

Southeasterly, along said curve to the right, an arc distance of 3.14 feet to a point for corner at the end of said curve;

Exhibit 1 - Page 3 of 3

South 45 deg. 04 min. 23 sec. East, a distance of 21.74 feet to a point for corner at the beginning of a curve to the left, having a radius of 11.00 feet, a central angle of 44 deg. 56 min. 57 sec. and a chord that bears South 67 deg. 32 min. 18 sec. East - 8.41 feet;
Southeasterly, along said curve to the left, an arc distance of 8.63 feet to a point for corner at the end of said curve;

North 89 deg. 59 min. 46 sec. East, a distance of 34.13 feet to a point for the northeast corner of this tract;

South 01 deg. 02 min. 28 sec. West, a distance of 157.49 feet to a point for corner at the beginning of a curve to the right, having a radius of 4.00 feet, a central angle of 89 deg. 51 min. 40 sec. and a chord that bears South 45 deg. 56 min. 07 sec. West - 5.65 feet;

Southwesterly, along said curve to the right, an arc distance of 6.27 feet to a point for corner at the end of said curve;

North 89 deg. 10 min. 14 sec. West, a distance of 7.92 feet to a point for corner at the beginning of a curve to the left, having a radius of 15.00 feet, a central angle of 90 deg. 51 min. 01 sec. and a chord that bears South 45 deg. 24 min. 20 sec. West - 21.37 feet;

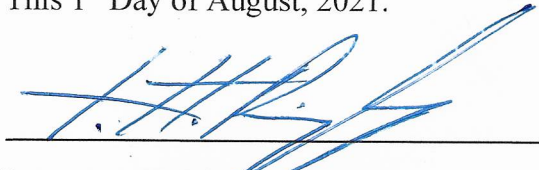
Southwesterly, along said curve to the left, an arc distance of 23.78 feet to a point for corner at the end of said curve;

South 00 deg. 01 min. 06 sec. East, a distance of 171.75 feet to a point for corner on the future north right-of-way line of the above mentioned E. Foster Crossing Road;

THENCE: North 89 deg. 11 min. 53 sec. West, along the future north right-of-way line of said E. Foster Crossing Road, a distance of 145.02 feet to the POINT OF BEGINNING and containing 359,667 square feet or 8.257 acres of land.

Note: The Bearings shown hereon are Geodetic and were derived from GPS observations and measurements using the Topcon TopNet Network and is based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD-83 projection.

Prepared Under My Hand & Seal,
This 1st Day of August, 2021.


Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701



CITY OF ANNA, TX SITE DATA SUMMARY- GENERAL SITE DATA	
ZONING (FROM ZONING MAP)	PD-C
LAND USE (FROM ZONING ORDINANCE)	MULTI-FAMILY
LOT AREA (SQUARE FEET & ACRES)	8,257 ACRES = 359,674 S.F.
BUILDING FOOTPRINT AREA (SQUARE FEET)	74,837 S.F.
TOTAL BUILDING AREA (SQUARE FEET)	299,348 S.F.
BUILDING HEIGHT (#STORIES)	4 STORIES
BUILDING HEIGHT (FEET- DISTANCE TO TALLEST BUILDING ELEMENT)	55'-0"
LOT COVERAGE (PERCENT -X.XX%)	21%
MULTIFAMILY UNITS	
# OF 1 BEDROOMS/ MINIMUM IUNIT SIZE	75- 804 S.F.
# OF 2 BEDROOMS/ MINIMUM IUNIT SIZE	104 UNITS- 960 S.F., 17 UNITS - 1,005 S.F.
# OF 3 BEDROOMS/ MINIMUM IUNIT SIZE	43 UNITS- 1,164 S.F.
TOTAL UNIT COUNT	239 UNITS

CITY OF ANNA, TX SITE DATA SUMMARY-PARKING	
PARKING RATIO (FROM PLANNED DEVELOPMENT)	1.5 PER DWELLING UNIT/ .25 VISITOR PER UNIT
REQUIRED/PROVIDED PARKING (# SPACES)	419 PARKING SPACES
	RESIDENT SPACES 359
	VISITOR SPACES 60
LANDSCAPE AREA (INLCUDING TURF AREAS)	
REQUIRED INTERNAL LANDSCAPE AREA (SQUARE FEET-8 SQUARE PER PARKING SPACE	3,344 S.F.
TOTAL LANDSCAPE AREA (SQUARE FEET)	99,553 S.F.

SITE ACREAGE	
8.257 ACRES	
PARKING REQUIRED	
419	
SURFACE PARKING	
145	
HC PARKING	
3	
VAN HC PARKING	
1	
CARPORT	
205	
CARPORT HC	
4	
CARPORT VAN HC	
1	
.25 / UNIT VISITOR	
60	
@ PARKING/UNIT	
1.5	
@ PARKING/BED	
1.04	
TOTAL PARKING PROVIDED	
419	

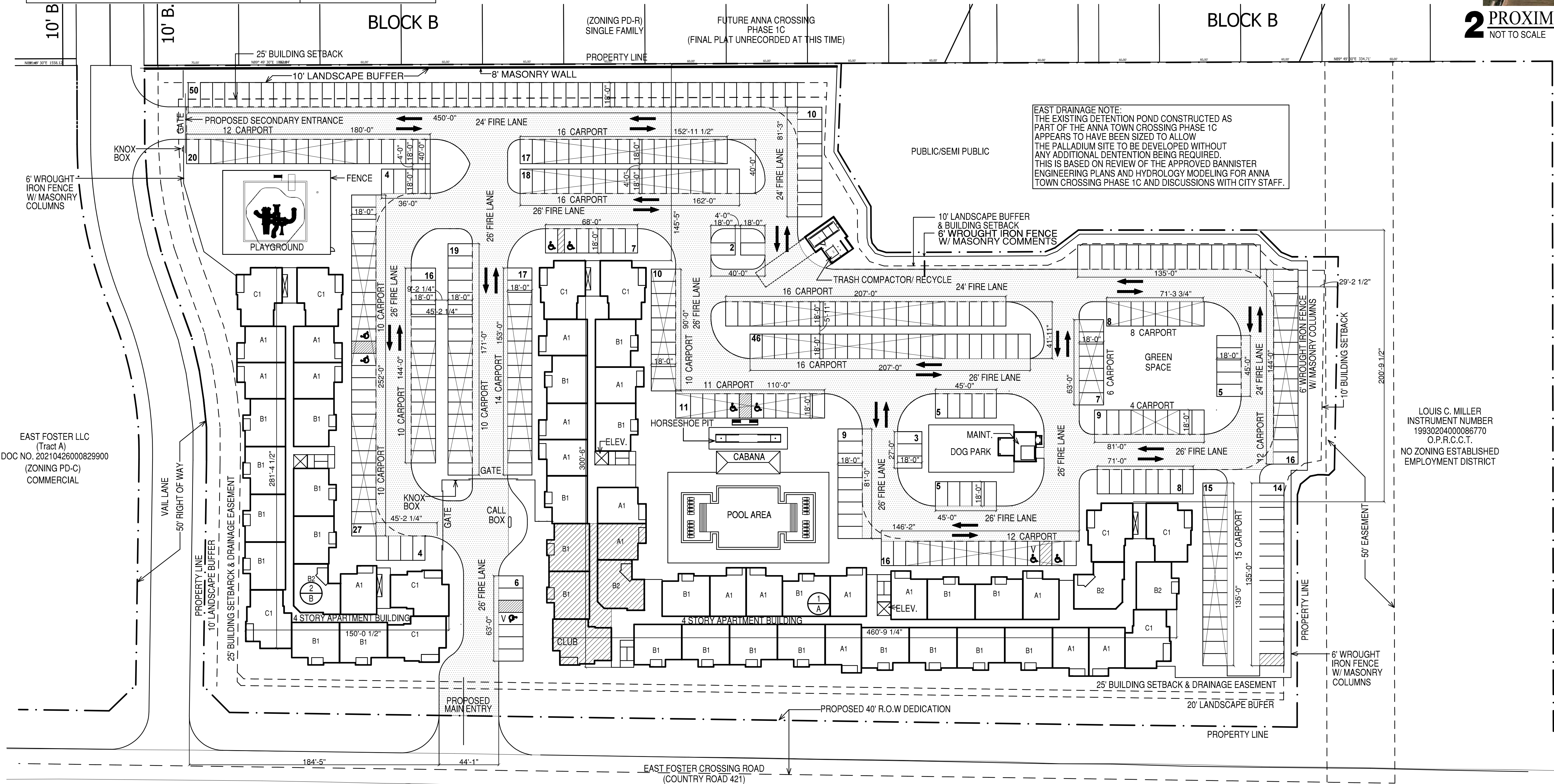
Palladium Anna				#21176
UNIT TABULATION			CREATED	08-02-2021
TYPE	AREA	NO.	%	TOTAL AREA
A1-1 BR.	804	75	31.38%	60.300
B1-2 BR.	960	104	43.51%	99.840
B2-2 BR.	1.005	17	7.11%	17.085
C1-3 BR.	1.164	43	17.99%	50.052
TOTAL		239	100.00%	227.277

31.38%
50.63%
17.99%

BUILDING TYPES			TOTAL
	A	B	
NO. BLDGS	1	1	2
A1	55	20	75
B1	68	36	104
B2	13	4	17
C1	23	20	43
UNITS/BLDG	159	80	
UTS/BLDG TYPE	159	80	239

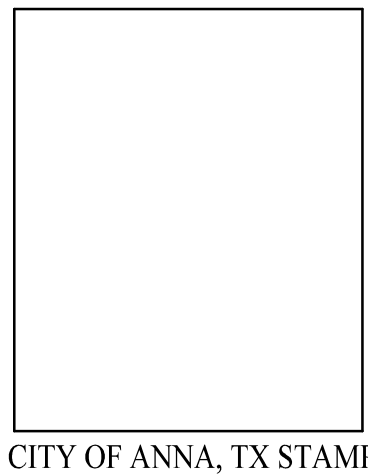


2 PROXIMITY MAP
NOT TO SCALE



EAST FOSTER LLC
(Tract A)
DOC NO. 20210426000829900
(ZONING PD-C)
COMMERCIAL

LOUIS C. MILLER
INSTRUMENT NUMBER
19930204000086770
O.P.R.C.T.
NO ZONING ESTABLISHED
EMPLOYMENT DISTRICT



1 SITE PLAN
SCALE: 1:40

CONCEPT PLAN
ANNA CROSSING PHASE 1C ADDITION
LOT 1, BLOCK G
8.257 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
GRANDERSON STARK SURVEY, ABSTRACT 798
AUGUST 18, 2021

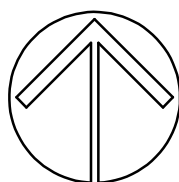
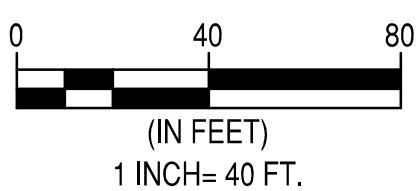


EXHIBIT 2



REVISIONS

EAST FOSTER CROSSING

ANNA, TEXAS
PALLADIUM USA

ZONING APPLICATION
REVISED
08-26-2021



DATE
08-26-2021

PROJECT
21176

SHEET NUMBER

A1-01
SITE PLAN

COPYRIGHT © HEDK Architects ALL RIGHTS RESERVED



Item No. 6.d.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Development Agreement - Parmore-Anna (Director of Development Services Ross Altobelli)
Approve a Resolution entering into a development agreement with Anna Town Center Mixed Use, LLC to establish development and design regulations for further development on 9.9± acres located on the northeast corner of Finley Boulevard and Florence Way.

SUMMARY:

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

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approving a Resolution entering into a Development Agreement with Anna Town Center Mixed Use, LLC.

ATTACHMENTS:

1. Resolution - DA (Parmore-Anna multi-family development)
2. DA - Parmore-Anna, age restricted multi-family
3. Exhibit 1 - DA (Metes & Bounds)
4. Exhibit 2 - DA (Parmore-Anna, Bl A, Lt 1)

APPROVALS:

Ross Altobelli, Director of Development Services
Terri Doby, Budget Manager

Created/Initiated - 9/23/2021
Approved - 9/23/2021

Jim Proce, City Manager

Final Approval - 9/24/2021

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH ANNA TOWN CENTER MIXED USE, LLC RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENCE DEVELOPMENT LOCATED AT THE NORTHEAST CORNER OF FINLEY BOULEVARD AND FLORENCE WAY.

WHEREAS, Anna Town Center Mixed Use, LLC is the Property Owners of real estate generally located at the at the northeast corner of Finley Boulevard and Florence Way; and

WHEREAS, Property Owners desire to rezone the subject property to allow 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 Anna Town Center Mixed Use, LLC., 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 28th day of September 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered effective as of September 28, 2021 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality ("**City**") and Anna Town Center Mixed Use, LLC ("**Property Owner**") as follows:

RECITALS

WHEREAS, the Property Owner is the sole owner of 9.9± 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-Multiple-Family - High Density (PD-MF-2) to allow for multiple-family residences with modified development standards; 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-MF-2 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).

Multiple-Family Residence Buildings

- A. All multi-family buildings and structures shall have at least seventy percent (70%), for the first three stories of the total exterior walls above grade level, excluding doors and windows, and recessed balcony areas (should be allowed as plane break), constructed of masonry (brick, stone, pre-cast stone, and other similar veneer material) or Stucco materials with no more than (30%) consisting of cementitious siding (Hardie products).
- B. Roofing materials of for buildings and structures must be architectural roof shingles, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstances shall three-tab shingles be used as roofing material.
- C. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.
- D. A covered entry area shall be designed at the main entry to each building.
- E. A minimum of 75% of all units must have one of the following design features: a true balcony,

stoop, or patio to create outdoor living space.

F. Four architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but are not limited to:

- 1) Articulation of building façade,
- 2) Extensions to the building through bay or box windows, and other similar features projecting out from the facade,
- 3) A horizontal change in building materials between stories of a building,
- 4) Variation in building materials between vertical intervals,
- 5) Variations in window placement,
- 6) Architectural features such as shutters, awnings, dormers, chimneys, decorative moldings or ornamental details, and
- 7) Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition.

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:

Anna Town Center Mixed Use, LLC
8214 Westchester Dr., Suite 710
Dallas, TX 75225
Attn: John Arnold

To Subsequent Property Owner:

JPI
600 E. Las Colinas Blvd, Suite 1800
Irving, TX 75039
Attn: Miller Sylvan

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 (i) the City does not approve the rezoning of the Property to be zoned as Planned Development-Multiple-Family Residential - High Density (PD-MF-2), as set forth in Section 9.04 of the Anna City Code of Ordinances, ("Zoning Ordinance"); or (ii) if Property Owner does not transfer and convey the Property to TDI Affordable Housing, LLC, or its affiliate (the "Subsequent Property Owner), not later than one (1) year after the Effective Date. 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, including but not limited to the Subsequent Property Owner, 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. In the event of a breach that is not timely cured as set forth below, 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. The non-defaulting party will additionally have any and all remedies available to it at equity or in law.

Notwithstanding the foregoing, a Defaulting Owner shall not be liable for the remedies under this Section 5 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).

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, including without limitation the Subsequent Property Owner and its successors, assigns and personal representatives. This Agreement will run with the land and be binding on all subsequent Property Owners and Developers including without limitation the Subsequent Property Owner.

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.

Subsequent Property Owner at its sole cost will record this document, including all the Exhibits, not later than ten (10) business days after the transfer and conveyance of the Property to the Subsequent Property Owner and promptly 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. ESTOPPEL.

On or before 15 days after receipt of a written request from an owner of the Property that desires to transfer its interest in the Property or borrow money secured by a mortgage or deed of trust against the Property or a prospective transferee of an owner's interest or an existing or prospective mortgagee, the City will execute and deliver an estoppel certificate stating if, to the actual knowledge of the City executing the certificate, (i) the transferring or borrowing owner is in default under this Agreement after notice from the City executing the certificate and expiration of any applicable grace period; and (ii) this Agreement is in full force and effect and whether there are any amendments thereto.

SECTION 14. EFFECTIVE DATE.

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

[signature page follows]

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

ANNA TOWN CENTER MIXED USE, LLC, a Texas limited liability corporation,

By: **SKORBURG ANNA TOWN CENTER MIXED USE, LTD.**,
a Texas limited liability partnership, its managing member

By: **SKORBURG ANNA TOWN CENTER MIXED USE GP CORP.**,
a Texas corporation, its general partner

By: _____
Richard M. Skorburg, its President

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of _____, 2021, appeared Richard M. Skorburg, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and verified under oath that he/she executed the same in his/her capacity as President of Skorburg Anna Town Center Mixed Use GP Corp. in its capacity as general partner of Skorburg Anna Town Center Mixed Use, Ltd., in its capacity of managing member of Anna Town Center Mixed Use, LLC.

Notary Public, State of Texas

**EXHIBIT “1”
PROPERTY DESCRIPTION**

DRAFT

**EXHIBIT “2”
CONCEPT PLAN**

DRAFT

EXHIBIT 1 - PAGE 1 OF 2

PROPERTY DESCRIPTION

BEING a tract of land situated in the Granderson Stark Survey, Abstract No. 798, City of Anna, Collin County, Texas and being part of a tract of land described in Special Warranty Deed with Vendor's Lien to Anna Town Center Mixed Use LLC, recorded in Instrument No. 20150317000291340, Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "RPLS 4838" found at the northeast corner of Lot 1, Block 1 Anna Crossing Addition - Phase 11 according to the plat recorded in Instrument No. 20180914010004340 of said Official Public Records and at a point the south line of Anna Crossing Phase 7 according to the plat recorded in Instrument No. 20180907010004210 of said Official Public Records;

THENCE with the east line of said Lot 1, Block 1, South 10°25'10" East, a distance of 53.08 to a 5/8" iron rod with plastic cap stamped "RPLS 4838" found for the **POINT OF BEGINNING**;

THENCE departing said east line of Lot 1, Block 1 and with the south line of said Anna Crossing Phase 7, the following courses and distances:

North 88°55'50" East, a distance of 841.94 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 72°37'22" East, a distance of 83.18 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner in the northwest right-of-way line of Finley Drive (an 80-foot right-of-way) and for the southeast corner of said Anna Crossing Phase 7;

THENCE with said northwest right-of-way line of Finley Drive, the following courses and distances:

South 37°33'48" West, a distance of 796.51 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 1°03'23", a radius of 960.00 feet, a chord bearing and distance of South 38°06'29" West, 17.70 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 17.70 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 50°09'15" West, a distance of 74.01 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 6°28'26", a radius of 948.00 feet, a chord bearing and distance of South 46°15'38" West, 107.06 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 107.12 feet to an "X" cut in concrete set for corner;

South 49°29'51" West, a distance of 32.99 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner at the eastern end of a right-of-way corner clip of said northwest right-

of-way line of Finley Drive and the northeast right-of-way line of Florence Way (an 80-foot right-of-way);

EXHIBIT 1 - PAGE 2 OF 2

THENCE with said right-of-way corner clip, North 85°30'09" West, a distance of 21.17 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

THENCE with said northeast right-of-way of Florence Way, the following courses and distances:

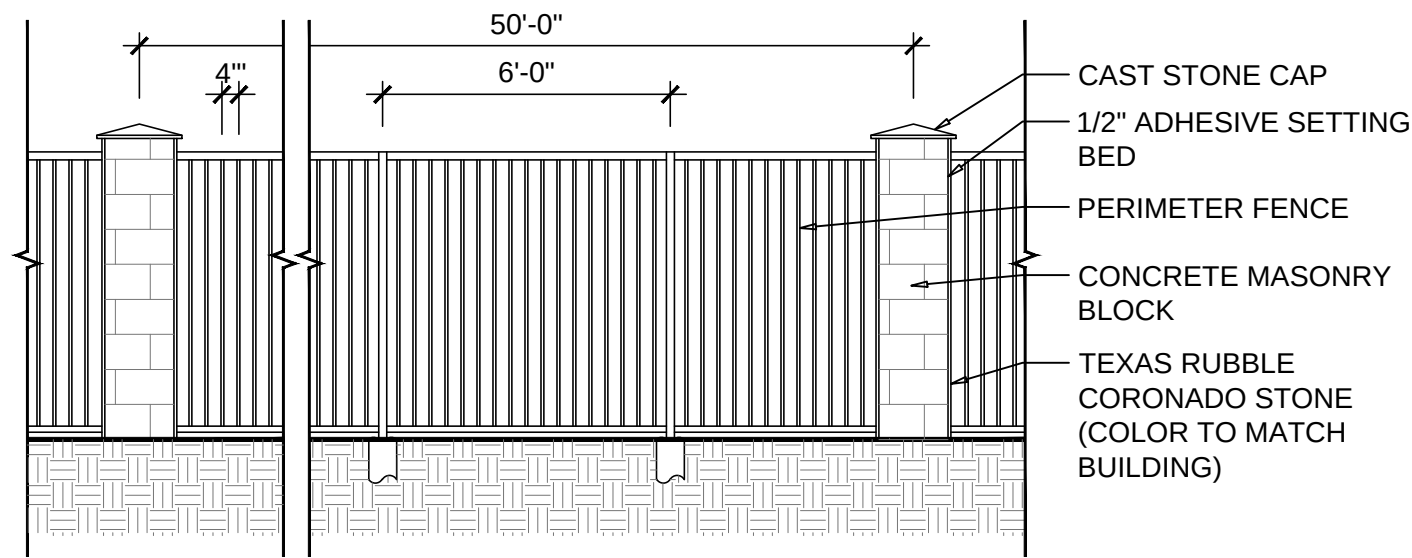
North 40°30'09" West, a distance of 79.16 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 29°43'25", a radius of 460.00 feet, a chord bearing and distance of North 25°38'27" West, 235.97 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 238.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner in the south line of said Lot 1, Block 1

THENCE with said south line of Lot 1, Block 1, North 89°42'47" East, a distance of 5.33 feet to a point on a vault being the southeast corner of said Lot 1, Block 1;

THENCE with said east line of Lot 1, Block 1, North 10°25'09" West, a distance of 531.46 feet to the **POINT OF BEGINNING** and containing 9.9258 acres or 432,369 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.



02 SCREEN WALL DETAIL
1/4" = 1'-0"

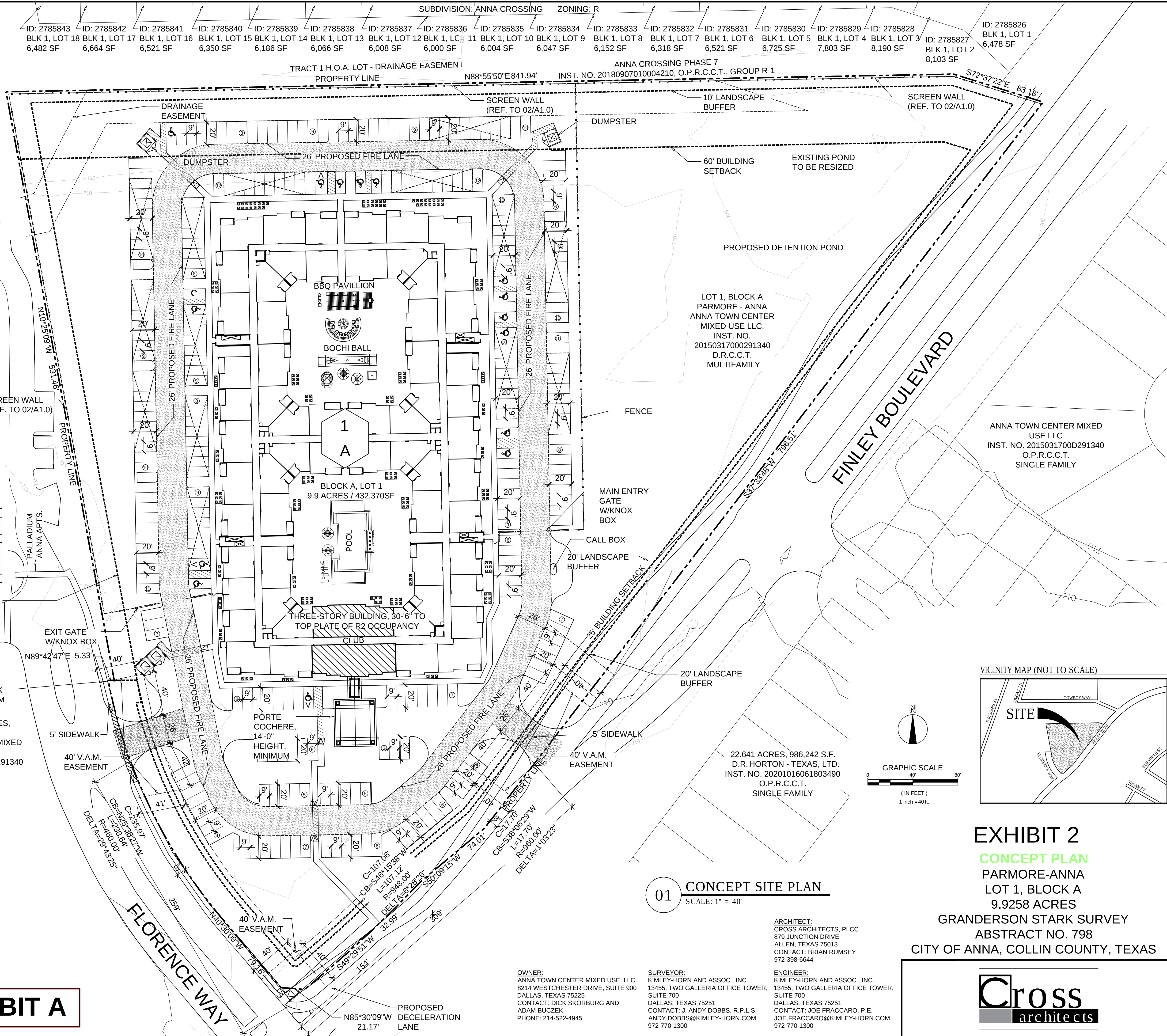
ANNA CROSSING
ADDITION - PHASE 11
INST. NO. 20180914010004340
O.P.R.C.C.T.
MULTIFAMILY

9.482 ACRES, 413,036 S.F.
PALLADIUM, ANNA, LTD.
INST. NO. 20170606000732170
O.P.R.C.C.T.
MULTIFAMILY

OPEN SPACE AREA REQUIRED	
(97 - 1 BEDROOM) 1 BEDROOM = 600 SF OPEN SPACE	
(88 - 2 BEDROOM) EACH ADDITIONAL BEDROOM OVER 1 BEDROOM = 300 SF OPEN SPACE	
TOTAL OPEN SPACE REQUIRED	137,400 SF
OPEN SPACE AREA PROVIDED	
SITE LANDSCAPE	121,572 SF
DETENTION POND AREA	73,219 SF
SITE AMENITIES	22,214 SF
TOTAL OPEN SPACE PROVIDED	183,684 SF

Site Data Summary Table	
Item	Lot 1*
Zoning (from zoning map)	PD-MF-2
Land Use (from Zoning Ordinance)	Multifamily
Lot Area (square feet & acres)	432,370 sf / 9.9 acres
Building Footprint Area (square feet)	69,113 sf
Total Building Area (square feet)	184,782 sf
Building Height (# stories)	3 stories
Building Height (feet - distance to tallest building element)	30'-6" to top plate
Lot Coverage (percent - x.xx%)	16%
# of studios / Minimum square feet	N/A
# of 1 bedrooms / Minimum unit size	97 / 710 sf
# of 2 bedrooms / Minimum unit size	88 / 939 sf
# of 3 bedrooms / Minimum unit size	N/A
Total Unit Count	185
Parking Ratio (from Zoning Ordinance)	1 per bedroom
Required Parking (# spaces)	275
Provided Parking (# spaces)	275
Accessible Parking Required (# spaces)	13
Accessible Parking Provided (# spaces)	16
Required internal landscape area (square feet - 8 square feet per parking space)	2,168 sf
Additional interior landscape area provided (square feet)	19,784 sf
Total Landscape Area (square feet)	21,952 sf

EXHIBIT A



01 CONCEPT SITE PLAN
SCALE: 1" = 40'

ARCHITECT:
CROSS ARCHITECTS, PLLC
879 JUNCTION DRIVE
ALLEN, TEXAS 75013
CONTACT: BRIAN RUMSEY
972-398-6644

SURVEYOR:
KIMLEY-HORN AND ASSOC., INC.
13455, TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75251
CONTACT: J. ANDY DOBBS, R.P.L.S.
ANDY.DOBBS@KIMLEY-HORN.COM
972-770-1300

ENGINEER:
KIMLEY-HORN AND ASSOC., INC.
13455, TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75251
CONTACT: JOE FRACCARO, P.E.
JOE.FRACCARO@KIMLEY-HORN.COM
972-770-1300

OWNER:
ANNA TOWN CENTER MIXED USE, LLC
8214 WESTCHESTER DRIVE, SUITE 900
DALLAS, TEXAS 75225
CONTACT: DICK SKORBURG AND
ADAM BUCZEK
PHONE: 214-522-4945

22.641 ACRES, 986,242 S.F.
D.R. HORTON - TEXAS, LTD.
INST. NO. 20201016061803490
O.P.R.C.C.T.
SINGLE FAMILY

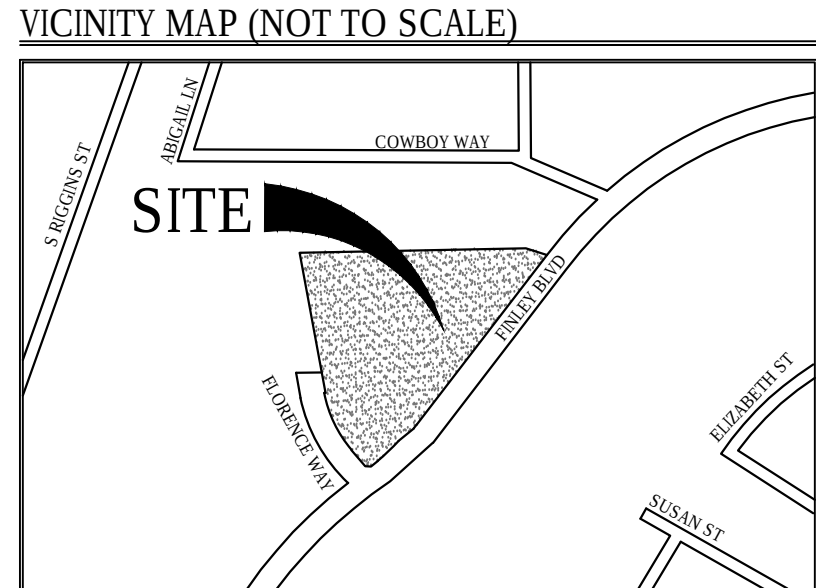


EXHIBIT 2
CONCEPT PLAN
PARMORE-ANNA
LOT 1, BLOCK A
9.9258 ACRES
GRANDERSON STARK SURVEY
ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS





Item No. 6.e.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Development Agreement - The Grand at Anna Town Square (Director of Development Services Ross Altobelli)

Approve a Resolution entering into a development agreement with Anna Town Center Mixed Use, LLC to establish development and design regulations for further development on 13.4± acres located at the southwest corner of Finley Boulevard and Florence Way.

SUMMARY:

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

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

FINANCIAL IMPACT:

N/A

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approving a Resolution entering into a Development Agreement with Anna Town Center Mixed Use, LLC.

ATTACHMENTS:

1. Resolution - DA (Parmore-Anna multi-family development)
2. DA - The Grand at Anna Town Center multi-family development
3. Exhibit 1 - DA (Metes & Bounds)
4. Exhibit 2 - DA (The Grand at Anna Town Square)

APPROVALS:

Ross Altobelli, Director of Development Services

Created/Initiated - 9/23/2021

Terri Doby, Budget Manager
Jim Proce, City Manager

Approved - 9/23/2021
Final Approval - 9/24/2021

CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A DEVELOPMENT AGREEMENT WITH ANNA TOWN CENTER MIXED USE, LLC RELATING TO DEVELOPMENT AND DESIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENCE DEVELOPMENT LOCATED AT THE SOUTHWEST CORNER OF FINLEY BOULEVARD AND FLORENCE WAY.

WHEREAS, Anna Town Center Mixed Use, LLC is the Property Owners of real estate generally located at the at the southwest corner of Finley Boulevard and Florence Way; and

WHEREAS, Property Owners desire to rezone the subject property to allow 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 Anna Town Center Mixed Use, LLC., 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 28th day of September 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is entered effective as of September 28, 2021 ("Effective Date") between and among the City of Anna, Texas, a Texas home-rule municipality ("**City**") and Anna Town Center Mixed Use, LLC ("**Property Owner**") as follows:

RECITALS

WHEREAS, the Property Owner is the sole owner of 13.4± 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-Multiple-Family - High Density (PD-MF-2) to allow for multiple-family residences with modified development standards; 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-MF-2 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).

Multiple-Family Residence Buildings

- A. All multi-family buildings and structures shall have at least seventy-five percent (75%), for the first three stories of the total exterior walls above grade level, excluding doors and windows, and recessed balcony areas (should be allowed as plane break), constructed of masonry (brick, stone, pre-cast stone, and other similar veneer material) or Stucco materials with no more than (25%) consisting of cementitious siding (Hardie products).
- B. Roofing materials of for buildings and structures must be architectural roof shingles, said shingles shall be accompanied with a minimum 25-year warranty. Under no circumstances shall three-tab shingles be used as roofing material.
- C. Accessory buildings shall use similar building and roofing materials as those used on the primary buildings.
- D. A covered entry area shall be designed at the main entry to each building.
- E. A minimum of 75% of all units must have one of the following design features: a true balcony,

stoop, or patio to create outdoor living space.

F. Four architectural design features are required on facades facing public streets, parking and common areas. Acceptable architectural design features may include but are not limited to:

- 1) Articulation of building façade,
- 2) Extensions to the building through bay or box windows, and other similar features projecting out from the facade,
- 3) A horizontal change in building materials between stories of a building,
- 4) Variation in building materials between vertical intervals,
- 5) Variations in window placement,
- 6) Architectural features such as shutters, awnings, dormers, chimneys, decorative moldings or ornamental details, and
- 7) Roof height, pitch, ridgelines and materials shall be varied to create visual interest and avoid repetition.

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:

Anna Town Center Mixed Use, LLC
8214 Westchester Dr., Suite 710
Dallas, TX 75225
Attn: Jon Arnold

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-Multiple-Family Residential - High Density (PD-MF-2), 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. The non-defaulting party will additionally have any and all remedies available to it at equity or in law.

Notwithstanding the foregoing, Defaulting Owner shall not be liable for the remedies under this Section 5 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).

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. ESTOPPEL.

On or before 15 days after receipt of a written request from an owner of the Property that desires to transfer its interest in the Property or borrow money secured by a mortgage or deed of trust against the Property or a prospective transferee of an owner's interest or an existing or prospective mortgagee, the City will execute and deliver an estoppel certificate stating if, to the actual knowledge of the City executing the certificate, (i) the transferring or borrowing owner is in default under this Agreement after notice from the City executing the certificate and expiration of any applicable grace period; and (ii) this Agreement is in full force and effect and whether there are any amendments thereto

SECTION 14. 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

ANNA TOWN CENTER MIXED USE, LLC, a Texas limited liability corporation,

By: **SKORBURG ANNA TOWN CENTER MIXED USE, LTD.**,
a Texas limited liability partnership, its managing member

By: **SKORBURG ANNA TOWN CENTER MIXED USE GP CORP**,
a Texas corporation, its general partner

By: _____
Richard M. Skorburg, its President

IN WITNESS WHEREOF:
STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned notary public, on the _____ day of _____, 2021, appeared Richard M. Skorburg, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me and verified under oath that he/she executed the same in his/her capacity as President of Skorburg Anna Town Center Mixed Use GP Corp. in its capacity as general partner of Skorburg Anna Town Center Mixed Use, Ltd., in its capacity of managing member of Anna Town Center Mixed Use, LLC.

Notary Public, State of Texas

**EXHIBIT “1”
PROPERTY DESCRIPTION**

DRAFT

EXHIBIT “2”
CONCEPT PLAN

DRAFT

Summary report: Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 9/24/2021 10:18:22 AM	
Style name: DLA Piper	
Intelligent Table Comparison: Active	
Original DMS: iw://dms.us.dlapiper.com/WEST/296203927/1	
Modified DMS: iw://dms.us.dlapiper.com/WEST/296203927/2	
Changes:	
<u>Add</u>	8
Delete	4
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	12

Exhibit 1 - Page 1 of 2

ANNA TOWN CENTER REZONING METES AND BOUNDS DESCRIPTION

GRANDERSON STARK SURVEY, ABSTRACT NUMBER 798 CITY OF ANNA, COLLIN COUNTY, TEXAS

BEING a 13.3722 acre tract of land located in the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas, said 13.3722 acre tract a portion of the remainder of a called 80.00 tract of land conveyed to **ANNA TOWN CENTER MIXED USE LLC**, by deed thereof filed for record in Instrument Number 20150317000291340, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 13.3722 acre tract being more particularly described by the metes and bounds as follows:

BEGINNING at a mag nail found on the north property line of the said 80.00 acre tract, said mag nail found being at the intersection of the south lot line of Lot 1, Block 1, Anna Crossing Addition Phase 11, being an Addition to the City of Anna, Collin County, Texas, according to the plat thereof filed for record in Instrument Number 2018-718, Plat Records, Collin County, Texas, with the west right-of-way line of Florence Way (being an 80 feet wide public right-of-way at this point, as shown on and dedicated by plat of Anna Crossing Phase 7, being an Addition to the City of Anna, Collin County, Texas, according to the plat thereof filed for record in Instrument Number 20180907010004210, O.P.R.C.C.T), said beginning point having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 7,173,011.23 and E: 2,564,438.53, said beginning point also being at the beginning of a curve to the left having a radius of 540.00 feet;

THENCE departing the said lot line, along the said right-of-way line and along the said curve to the left, an arc length of 294.92 feet and across a chord which bears South 24°51'20" East, a chord length of 291.26 feet to a 5/8 inch iron rod with a cap stamped "RPLS 4838" found;

THENCE continuing along the said right-of-way line the following courses and distances:

South 40°30'04" East, 96.13 feet;

South 04°29'56" West, 14.14 feet to a 5/8 inch iron rod with a cap stamped "RPLS 4838" found at the intersection of the said west right-of-way line of Florence Way with the northerly right-of-way line of Finley Boulevard (being an 80 feet wide public right-of-way at this point, as shown on and dedicated by the said plat of Anna Crossing Phase 7);

THENCE along the said northerly right-of-way line of Finley the following courses and distances:

South 49°29'56" West, 97.96 feet to the beginning of a curve to the left having a radius of 1,040.00 feet;

Along the said curve to the left, an arc length of 331.46 feet and across a chord which bears South 40°22'07" West, a chord length of 330.06 feet;

South 31°18'10" West, 81.45 feet;

THENCE North 71°14'35" West, departing the said northerly right-of-way line and over and across the said 80.00 acre tract, 861.30 feet to the an easterly property line of a tract of land conveyed to Dallas Area Rapid Transit, by deed thereof filed for record in Volume 5443, Page 5532, O.P.R.C.C.T;

THENCE North 18°45'25" East, along the said easterly property line, 480.72 feet to the said north property line of the 80 acre tract;

Exhibit 1 - Page 2 of 2

ANNA TOWN CENTER REZONING METES AND BOUNDS DESCRIPTION

GRANDERSON STARK SURVEY, ABSTRACT NUMBER 798 CITY OF ANNA, COLLIN COUNTY, TEXAS

THENCE North 89°42'52" East, along the said north property line, at a distance of 21.60 feet passing a 1/2 inch iron rod with an illegible cap found at the southwest lot corner of said Lot 1, Block 1, Anna Crossing Addition Phase 11, continuing along the said south lot line of Lot 1, in all a total distance of 807.83 feet to the **POINT OF BEGINNING**.

The herein above described tract of land contains a computed area of **13.3722 acres (582,494 square feet)** of land, more or less.

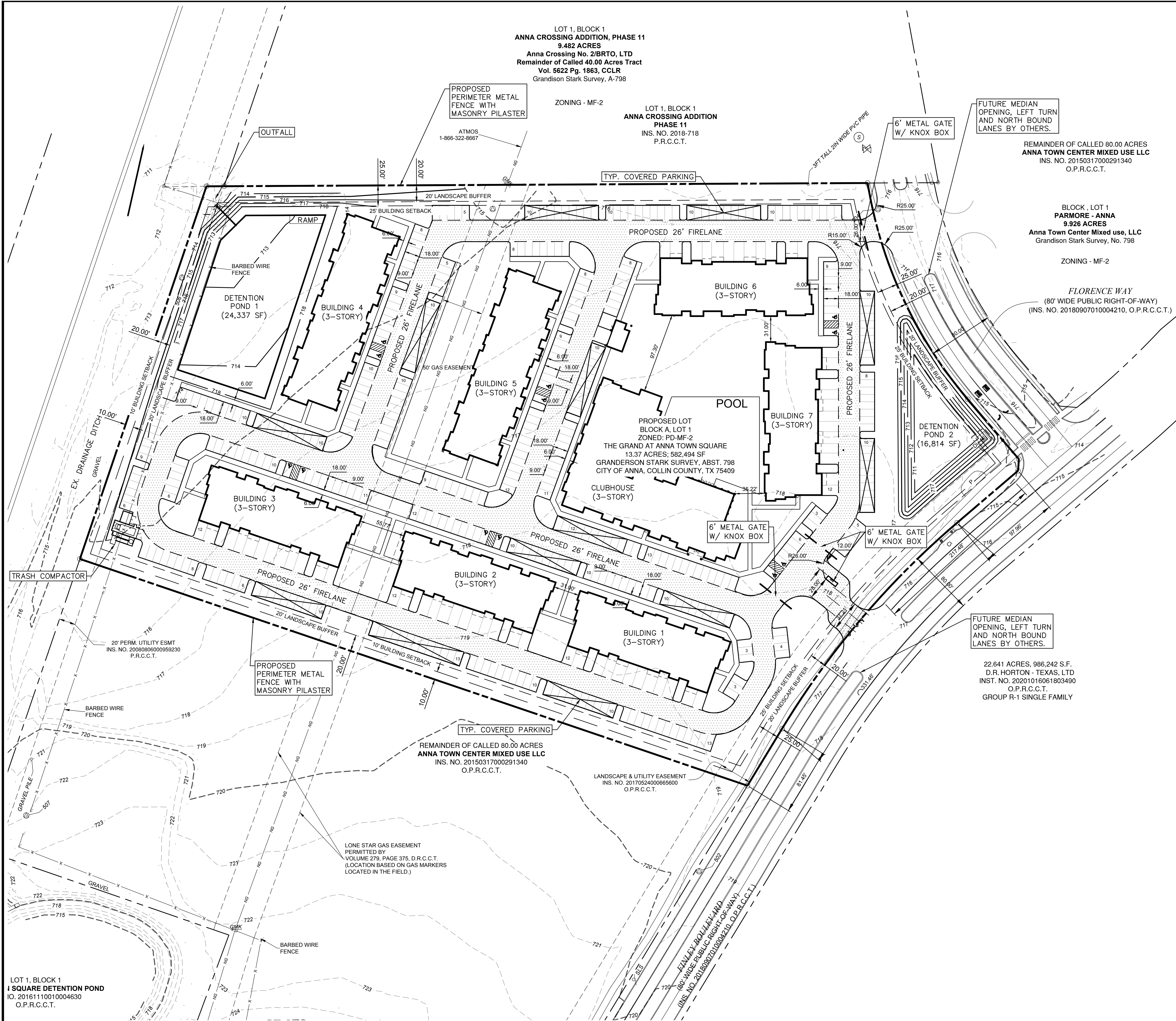
The bearings recited herein above are based on a local coordinate system based on NAD83 Texas North Central Zone 4202, derived from GPS RTK observations using the North Texas VRS Network (maintained by Allterra Central, Inc.)

Note: This metes and bounds description shall be used for ZONING PURPOSES only, and shall not be used for conveyance purposes.



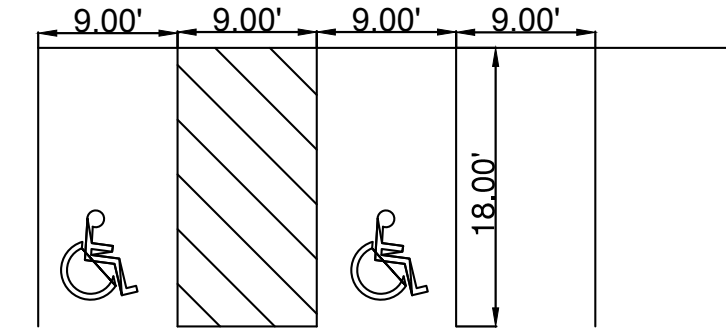
Eric S. Spooner, RPLS
Spooners & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900

V:\070416 - CLX Ventures - Anna, TX\070416-01-001 (ENG) - CLX Ventures\Engineering\Plans\Exhibits\Site Plan\Site Plan Exhibit.dwg, SITE PLAN EXHIBIT, August 24, 2021, 5:00 PM, bborr

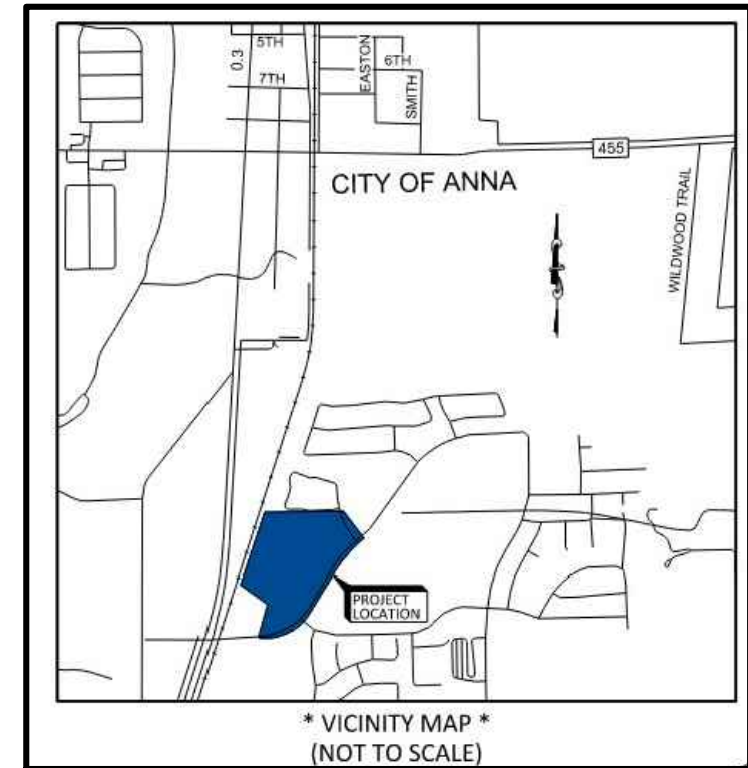
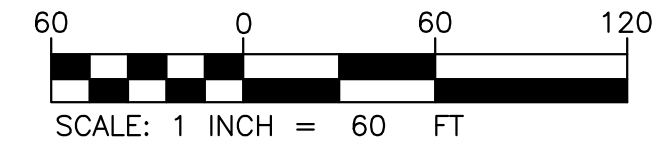


PROPOSED LEGEND

PROPOSED BUILDING	
PROPERTY LINE	
STD. 6" CONCRETE CURB	
FIRE LANE STRIPING	
PROPOSED FIRE LANE	



TYPICAL PARKING SPACE
DIMENSION



Anna Site Data Summary Table

Item	Lot 1*
General Site Data	
Proposed Zoning	PD-MF-2
Land Use (from Zoning Ordinance)	MF-2
Lot Area (square feet & acres)	13.37 Ac (582,494 SF)
Building Footprint Area (square feet)	115,947 SF
Total Building Area (square feet)	346,323 SF
Building Height (# stories)	3 story
Building Height (feet - distance to tallest building element)	45'-0" to top of roof ridge
Lot Coverage (percent - x.xx%)	19.90%
Multifamily Units	
12 of studios / Minimum square feet	575 SF
144 - 1 bedrooms / Minimum unit size	648 SF
118 - 2 bedrooms / Minimum unit size	987 SF
6 - 3 bedrooms / Minimum unit size	1,320 SF
Total Unit Count	280 units
Parking	
Parking Ratio (from Zoning Ordinance)	
Studio and 1 bedroom	1.5 Spaces per Dwelling Unit
2 bedroom	2 Spaces per Dwelling Unit
3 bedroom	2 Spaces per Dwelling Unit
Required Parking (# spaces)	482
Provided Parking (# spaces)	552
Accessible Parking Required (# spaces)	12
Accessible Parking Provided (# spaces)	12
A minimum of 193 of the parking spaces must be covered. Of the 193 spaces, there must be 50 garages.	
Landscape Area (including turf areas)	
Internal landscape area (square feet - 8 square feet per parking space)	22,993 SF
Open Space Area Required	
1 Bedroom = 600 SF Open space	
Each additional bedroom over 1 Bedroom = 300 SF Open space	
Total Open space Required	207,000 SF
Open Space Area Provided	
Site Landscape	141,521 SF
Detention Pond Area	20,575 SF
Site Amenities	135,405 SF
Total Open space Required	297,501 SF

PROPOSED PERIMETER FENCE TO BE CONSTRUCTED WITH
METAL AND MASONRY PILASTER



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

PRELIMINARY NOT FOR CONSTRUCTION

ENGINEER

BOWMAN CONSULTING GROUP, LTD
8201 Preston Road, Suite 700B
Dallas, Texas 75225
[Phone] 972.497.2993
Contact: Ryan Safford, P.E.

DEVELOPER

CLX VENTURES
300 Crescent Court
Dallas, TX 75201
[Phone] 469.517.2082
Contact: Todd Finley

LANDSCAPE ARCHITECT

MECKS DESIGN GROUP, INC
1755 N. Collins Blvd., Suite 300
Richardson, Texas 75001
[Phone] 972.690.7474
Contact: Herb Meeks

ARCHITECT

GSR ANDRADE
4121 Commerce St., Suite #1
Dallas, Texas 75226
[Phone] 214.824.7040
Contact: Welly Supangat

CONCEPT SITE PLAN

THE GRAND AT ANNA TOWN SQUARE
13.37 ACRES
GRANDERSON STARK SURVEY, ABST. 798
CITY OF ANNA, COLLIN COUNTY, TX 75409

Bowman

© Bowman Consulting Group, Ltd.
T&E Firm Registration No. F-14309

Phone: (972) 497-2990
Fax: (512) 327-4062
www.bowman.com

REVISIONS	DATE	DESCRIPTION
REVISION		

CONCEPT SITE PLAN

THE GRAND AT ANNA TOWN SQUARE
13.37 ACRES
GRANDERSON STARK SURVEY, ABST. 798
CITY OF ANNA, COLLIN COUNTY, TX 75409

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF RYAN C. SAFFORD, P.E. ON AUGUST 24, 2021. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

DRAWING DATE: 8/23/2021

DESIGN	DRAWN	CHKD
RS	JG	RS

JOB No. 070416-01-001



Item No. 6.f.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021

Staff Contact:

AGENDA ITEM:

Review Minutes of the July 15, 2021, Diversity and Inclusion Advisory Commission Meeting. (Assistant City Manager Ryan Henderson)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Kimberly Winarski, Management Analyst
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/23/2021
Approved - 9/23/2021
Final Approval - 9/23/2021



MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

111 North Powell Parkway (Hwy 5)

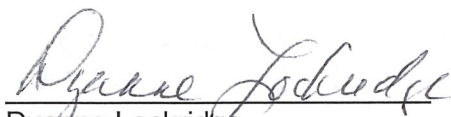
Thursday, July 15, 2021 @ 6:30 PM

The Diversity and Inclusion Advisory Commission of the City of Anna met at 6:30 PM, on July 15, 2021, at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), to consider the following items below.

1. **Call to Order, Roll Call and Establishment of Quorum.**
Dyanne Lockridge called the meeting to order at 6:32 pm. Members present: Pete Cain, Dyanne Lockridge, Alfredo Fernandez, Alycia Green, Gina Maria Ottavio, Roxxanne Aragon, Maria Ervin, Sinisa Slavic. Members not present: Rose Williams, Blair Benjamin, Kimberly Jones.
2. **Invocation and Pledge of Allegiance.**
Invocation and pledge led by Pete Cain.
3. **Neighbor's Input.**
At this time, any person may address the Diversity and Inclusion Advisory Commission regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Diversity and Inclusion Advisory Commission 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.
No neighbor comments.
4. **Reports.**
 - a. Welcome Maria Ervin and Kimberly Jones.
General welcome to our two new D&I Board Members.
 - b. Upcoming Engagement Opportunities: Volunteering with the City and Neighbor Academy.
Encouraged to visit the Anna website for current and live updates on upcoming events and engagement opportunities. Neighbor Leadership Academy is returning in the Fall 2021 all citizens of Anna that want to learn more about the city are encouraged to enroll.
5. **Items For Individual Consideration.**
 - a. Consider/Act/Discuss Leadership Elections.
General overview of the various Board positions and their responsibilities. Motion made by Alfredo Fernandez and seconded by Alycia Green to postpone items 5b, 5c, and 5d to be considered and discussed in the August D&I meeting. All in favor motion carried.

Persons with a disability who want to attend this meeting who may need assistance should contact the Assistant City Manager's office at 972-924-3325 two working days prior to the meeting so that appropriate arrangements can be made.

- b. Consider/Act/Discuss on Electing a Chair.
Motion made by Alfredo Fernandez and seconded by Alycia Green to postpone items 5b, 5c, and 5d to be considered and discussed in the August D&I meeting. All in favor motion carried.
 - c. Consider/Act/Discuss on Electing a Vice Chair.
Motion made by Alfredo Fernandez and seconded by Alycia Green to postpone items 5b, 5c, and 5d to be considered and discussed in the August D&I meeting. All in favor motion carried.
 - d. Consider/Act/Discuss on Electing a Secretary.
Motion made by Alfredo Fernandez and seconded by Alycia Green to postpone items 5b, 5c, and 5d to be considered and discussed in the August D&I meeting. All in favor motion carried.
 - e. Consider/Act/Discuss on Approving a Mission Statement.
Mission vs vision statement presentation made by Kimberly Winarski. General discussion regarding the purpose of a mission statement. The D&I Board currently has an adopted mission statement, but not a vision statement. All Board members to submit vision and mission statement ideas by July 29 to Staff Liaison, Kimberly Winarski. Ideas will be reviewed in the August D&I meeting.
 - f. Consider/Act/Discuss on Approving a Vision Statement.
General discussion regarding the purpose of a vision statement. The D&I Board currently has an adopted mission statement, but not a vision statement. All Board members to submit vision and mission statement ideas by July 29 to Staff Liaison, Kimberly Winarski. Ideas will be reviewed in the August D&I meeting.
 - g. Consider/Act/Discuss Open Meetings Act and Public Information Act Trainings.
General discussion on Open Meetings Act and Public Information Act and the importance of both Acts.
 - h. Consider/Act/Discuss Board Member Expectations from Council.
Item not considered and discussed and will be postponed for the August D&I meeting.
 - i. Consider/Act/Discuss on approving minutes from the June 1, 2021 Diversity and Inclusion Advisory Commission meeting.
Motion to approve the June 1 minutes made by Pete Cain and second motion made by Dyanne Lockridge. All in favor motion carried.
6. **Adjourn.**
Meeting adjourned by Dyanne Lockridge at 7:30pm.


Dyanne Lockridge
D&I Commission Chair


Roxxanne Aragon
D&I Commission Secretary



Item No. 6.g.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021

Staff Contact:

AGENDA ITEM:

Review Minutes of the August 3, 2021, Diversity and Inclusion Advisory Commission Meeting. (Assistant City Manager Ryan Henderson)

SUMMARY:

FINANCIAL IMPACT:

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

ATTACHMENTS:

APPROVALS:

Kimberly Winarski, Management Analyst
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/23/2021
Approved - 9/23/2021
Final Approval - 9/23/2021



MINUTES

DIVERSITY AND INCLUSION ADVISORY COMMISSION MEETING

Anna City Hall located at 111 North Powell Parkway (Hwy 5)

Tuesday, August 3, 2021 @ 6:30 PM

The Diversity and Inclusion Advisory Commission of the City of Anna met at 6:30 PM, on August 3, 2021, at the Anna City Hall, Located at 111 North Powell Parkway (Hwy 5), to consider the following items below.

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

All members were in attendance.

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

Pete Cain led in the invocation.

3. **Neighbor's Input.**

At this time, any person may address the Diversity and Inclusion Advisory Commission regarding an item on this meeting agenda that is not scheduled for public hearing. Also, at this time any person may address the Diversity and Inclusion Advisory Commission 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.**

- a. Upcoming Engagement Opportunities: Neighbor Academy and Coffee with a Cop.

5. **Items For Individual Consideration.**

- a. Consider/Act/Discuss Leadership Elections.

Chair Dyanne Lockridge and Kim Winarski talked about the process. It was reiterated that the process would be such that any contested position would be voted on first with a raise of hand, with the winner moving forward as the nominated candidate to be voted on.

Current Chair Dyanne Lockridge gave a summary of the past year's tenure and items that were achieved. She thanked the Mayor and the Council, Kim Winarski, and Ryan Henderson.

- b. Consider/Act/Discuss Electing a Chair.

Roxanne Aragon and Pete Cain were the two candidates put forth for election of chair. Roxanne Aragon spoke first and spoke of her credentials. Pete Cain spoke

Persons with a disability who want to attend this meeting who may need assistance should contact the Assistant City Manager's office at 972-924-3325 two working days prior to the meeting so that appropriate arrangements can be made.

second and spoke of his credentials. They both answered the question of how they can serve the community through their leadership as the Chair. Gina Maria Ottavio made a motion to accept both applications. Rose Williams seconded. The vote was approved 11-0.

One round of voting took place to decide the individual that would be put forth before the board for Chair. Roxanne Aragon received 5 votes. Pete Cain received 4. Neither candidate put forth took place in the voting. Pete Cain then made a motion to accept Roxanne Aragon as the Chair. Dyanne Lockridge seconded. The vote was approved 11-0.

c. Consider/Act/Discuss Electing a Vice Chair.

Alfredo Fernandez and Alycia Green were the two candidates put forth for election of vice chair. Alfredo Fernandez spoke first and spoke of his credentials. Alycia Green spoke second of her credentials. They both answered the question of how they can serve the community through their leadership as the Vice Chair. Rose Williams made a motion to accept both applications. Pete Cain seconded. The vote was approved 11-0.

One round of voting took place to decide the individual that would be put forth before the board for Chair. Alfredo Fernandez received 3 votes. Alycia Green received 6 votes. Neither candidate put forth took place in the voting. Gina Maria Ottavio made a motion to accept Alycia Green as the Chair. Dyanne Lockridge seconded. The vote was approved 11-0.

d. Consider/Act/Discuss Electing a Secretary.

Blair Rackham was nominated as the Secretary of the Board. GMO made a motion and AG seconded. The vote was approved 10-0. Blair Rackham abstained from voting.

e. Consider/Act/Discuss Approving a Mission Statement.

Three mission statement ideas were put forth. The board discussed melding some concepts of all three ideas into one. Several ideas were put forth on how to bolster the statement. The board discussed in detail and came up with a statement.

Mission Statement = To promote unity and equality through education, awareness, and community involvement within the City of Anna.

Kimberly Jones made a motion to approve the mission statement and Maria Earvin seconded. The vote was approved 11-0.

f. Consider/Act/Discuss Approving a Vision Statement.

The board discussed key words that they wanted to see in the vision that projects the board forward into the future. The board talked about a robust vision statement that would be neighborly.

Vision Statement = To be the model of excellence in diversity leadership.

Pete Cain made a motion to approve the vision statement and Dyanne Lockridge seconded. The vote was approved 11-0.

g. Consider/Act/Discuss Subcommittees.

Past subcommittee chairs provided information on the role of each subcommittee and the work they did the prior year.

Members selected which subcommittee they wanted to serve. There was no vote.

h. Consider/Act/Discuss Board Member Expectations from Council.

Mayor Pro-Tem Lee Miller spoke and addressed the board expressing Council's expectation of the board. Councilman Ussery also spoke and addressed the board echoing similar sentiments about the expectations of the board.

i. Consider/Act/Discuss approving minutes from the July 15, 2021 Diversity and Inclusion Advisory Commission meeting.

Rose Williams made a motion to approve the minutes. Kimberly Jones seconded. The vote was approved 10-0.

6. **Adjourn.**

The meeting adjourned at 8:25 PM.



Dyanne Lockridge
D&I Commission Chair



Roxxanne Aragon
D&I Commission Secretary



Item No. 6.h.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021
Staff Contact: Marc Marchand

AGENDA ITEM:

Approve a Contract and Authorize Execution of Same for the Purchase, Installation and Storage of a 30' Lighted Artificial Christmas Tree from Lone Star Lighting (Director of Neighborhood Services Marc Marchand)

SUMMARY:

The Christmas Tree included in the bid is a replacement and upgrade of the old artificial Christmas tree used for many years by the City of Anna. It will be part of the annual Christmas decoration and lighting of City parks and facilities. The Christmas tree will be located at the current City Hall.

An Invitation to Bid was posted through Ion Wave on September 3, 2021, at 12:00 PM and opened on September 17, 2021, at 12:30 PM. The low bidder is Lone Star Lighting out of Melissa, TX with a bid of \$56,630. The bids from the four remaining bidders ranged from \$62,416 to \$164,890.

The base price includes a lighted artificial Christmas tree, installation, take-down and storage of same for one year. The tree is an RGB Animated Majestic Mountain Pine Tree, 30' in height, manufactured by Twinkly Pro. It has smart technology built-in and is capable of millions of unique color combinations and effects that can be programmed from a smart phone app. The bid includes a 3D Snowburst Tree Topper that is 5' tall. There are no ornaments included to provide maximum visibility to the animated lights.

The Christmas tree will be delivered and installed no later than November 23, 2021, and removed no later than January 8, 2022. The vendor will place the tree in storage for one year.

FINANCIAL IMPACT:

\$56,630 from Park Development Fund (372-558-67000) this year. Cost for installation, take-down and storage in future years.

STRATEGIC CONNECTIONS:

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

Goal 3: Anna - Great Place to Live

Objectives 2: Expand community festivals and events with a feeling of community pride.

Value to Neighbors 7: More reasons to stay living in Anna.

STAFF RECOMMENDATION:

Approval

ATTACHMENTS:

1. Christmas Tree Agreement C03029D20210923CR2 FINAL Sept 2021

APPROVALS:

Dalan Walker,
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/23/2021
Approved - 9/23/2021
Final Approval - 9/24/2021



Terms of Personal Services
Agreement for Christmas
Tree Installation

This Personal Services Agreement for Christmas Tree Installation (this “Agreement”) is by and between the City of Anna, Texas, a home-rule municipality (“Customer”) and Andrew Gullett, an individual (“Installer”) and is effective October 1, 2021.

1. This Agreement is for the purchase of a 30’ Majestic Pine RGB Twinkly Pro Tree with 3D topper (the “Christmas Tree”). Included in the not-to-exceed price of \$56,630 is all required materials for appropriate installation, and labor for installation, maintenance, removal, and storage for the first year, ending ~~October~~ September 30, 2022. Payment to Installer of said price shall be due and owing upon installation of the Christmas Tree in accordance with this Agreement.
2. Ownership of the product exchanges hands from Lone Star Lighting (“Installer”) to The Customer of Anna (“Customer”). obtains sole ownership of the Christmas Tree at the time of the first installation at the location identified in paragraph 5.
3. All products carry a 3-3-year manufacturer warranty on materials only. Installer will include any labor at Installer’s sole expense required as a result of warranty work in the first season. After October 1, 2022, Installer reserves the right to bill Customer for applicable warranty labor, and will consult obtain written approval from with Customer prior to any warranty work being completed.
4. If Customer does not choose to continue service with Installer after October 1, 2022, all products will be returned to Customer at Customer’s request. The initial term of this Agreement is for one year and Installer’s obligations under this Agreement shall renew for additional one-year terms unless Installer provides the Customer with written notice of termination at least 90 days in advance of the end of the then-current term.
5. Installation will be completed between November 1, 2021 and November 23, 2021 each year at the following location: 101 S Powell Pkwy, Anna, TX 75409 (City Hall), - unless Customer provides notice to Installer of a different location. Installer shall notify the Customer upon completion of installation so

that a Customer representative may inspect the installation before Installer leaves the installation location.

5.6. Removal will be completed between December ~~31, 2021~~ and January ~~each year-8, 2022~~.

6.7. All installation and removal work shall be performed on business days during the hours of 8:00 a.m. – 5 p.m. unless Customer and Installer agree otherwise in advance. Installer shall provide Customer at least 24 hours' notice before commencing the installation.

7.8. All maintenance will be addressed by Installer within a 24-hour window of being contacted by Customer. ~~Installer's phone number for maintenance and other services is 903-647-1743- [REDACTED]~~.

8.9. Once installed, Installer is not liable for theft, vandalism, or acts of God. If damage occurs, Installer reserves the right to bill Customer for applicable labor if deemed excessive, beyond the scope of standard maintenance and repair.

10. Parties' Relationship - Independent Contractor. The Installer executes and will perform this Agreement as an independent contractor, not as an employee(s) of the Customer and all services by the Installer under this Agreement shall be provided as an independent contractor. The Customer shall not be responsible for payment of payroll taxes and charges under federal and local law. At no time shall the Customer have any control over or charge of the Installer's services under this Agreement or related work or undertakings, nor the means, methods, techniques, sequences or procedures utilized for the ~~performance~~ performance, or any work or other activity(ies) related to same. This Agreement does not create a joint enterprise or venture between the Customer and the Installer. This section will survive the termination of this Agreement.

11. Insurance. Installer shall acquire and maintain, during the period of time when Installer is providing services on the property of the Customer: (a) workers compensation insurance in the amount required by applicable law, if any; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$500,000. Such insurance shall also cover any and all claims which might arise out of this Agreement, whether by Installer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the "Customer of Anna, Texas" as an additional insured and contain a waiver of subrogation endorsement in favor of the Customer.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

13. The Installer acknowledges and confirms that Installer has read and approve the terms and conditions set forth in this Agreement. Installer warrants and represents that it: (i) is free to enter into and perform this Agreement and (ii) it will render all services under this Agreement in a competent and professional manner.

14. Notice. All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the earlier to occur of actual receipt or three (3) days after the same are given by hand delivery or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or at such other addresses as such Parties may designate by written notice to the other Parties in accordance with this notice provision.

If to the Customer: City of Anna
Attn: City Manager
111 N. Powell Parkway
Anna, TX 75409

If to Installer: _____

15. Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of all Parties expressly amending the terms of this Agreement.

16. Applicable Law and Venue. This Agreement shall be performable and all compensation payable in Collin County, Texas. Venue and exclusive jurisdiction under this Agreement lies exclusively in a court of competent jurisdiction in Collin County, Texas.

17. Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the unlawful provision shall be replaced with a provision as similar in terms and effect to such unlawful provision as may be valid, legal and enforceable.

18. Representation. Each signatory executing this Agreement has been read by the party for which this Agreement is executed and such Party has had an opportunity to confer with its counsel.

19. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

20. Waiver. Waiver by any Party or any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance of the Agreement.

21. Miscellaneous Drafting Provisions. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

9.22. No Other Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.

Customer:

City of Anna

By: _____
Printed Name: _____
Title: _____

Installer:

Andrew Gullet



Item No. 7.a.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Anna Crossing Phase 1C Addition, Zoning & Concept Plan (Director of Development Services Ross Altobelli)

- 1) Conduct a public hearing to consider public comments regarding a request to rezone 8.3± acres located at the northeast corner of E Foster Crossing and Vail Lane from Planned Development-General Commercial (PD-C-2) to Planned Development-Multiple-Family - High Density (PD-MF-2) to allow for multiple-family residences on one lot.
- 2) Consider/Discuss/Action on an Ordinance approving the PD-MF-2 rezoning request to allow for a multiple-family residence development with modified development standards.
- 3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, Anna Crossing Phase 1C Addition, Block G, Lot 1, associated with the rezoning request.

SUMMARY:

The applicant is requesting to rezone the property to allow for multiple-family residences with modified development standards. The multiple-family residence will serve as a transition between the Anna Industrial Park located across E. Foster Crossing Road and the single-family residential development located directly to the north.

The language in the proposed PD district would allow for modified development standards associated with the multiple-family residence development.

Proposed Modified Standards

Maximum height - The existing base zoning (PD-C-2) allows for a maximum height of 35 feet.

- The applicant is proposing a 4-story building design that will have a maximum height of 55 feet.

Density - The MF-2 zoning districts miscellaneous provisions allows for a maximum density of 25 units per gross acre as long as special fire protection requirements are observed.

- The applicant is proposing a density of 29 units per acre.

Parking - Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is proposing to reduce the required parking to 1.5 space per dwelling unit, plus 0.25 spaces for visitor parking, and reduce the covered parking to 50%.

Screening fence - The MF-2 zoning requires border fencing of masonry construction no less than eight feet in height be installed along the property line on any perimeter not abutting a public street-right-of-way.

- The applicant is requesting to install the eight-foot-tall masonry fencing along the northwest property line adjacent to the proposed single-family lots. The remaining screening fence is requested to be a six-foot-high ornamental metal fence with masonry columns. Additionally, along the northwest property boundary adjacent to single-family residential lots and in addition to the 8-foot-tall masonry fencing, the site will include a 10-foot-wide landscape buffer with vegetative screening.

Refuse Facilities - The applicant is proposing to provide a 30 cubic yard compactor and an 8 cubic yard recycling container that will be centrally located for all residents.

To help support and justify the modified standards the applicant has provided additional information (Exhibit 1).

Future Land Use Plan

The Future Land Use Plan designates this property as Professional Campus. Although the proposed zoning is not in conformance with the Future Land Use Plan the proposed multiple-family zoning will help support the Professional Campus vision by providing the necessary housing needed for office campus environments.

Recommendation

The proposed zoning and concept plan are in conformance with elements of the City of Anna Strategic Plan. The proposal includes the following:

1. Standards that enhance the perimeters when adjacent to single-family residential developments.
2. 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.
3. Allows for a development that diversifies the range of housing choices within the City of Anna.

For these reasons, staff is in support of the zoning request.

At their Tuesday, September 7, 2021 meeting, the Planning & Zoning Commission recommended approval of the Zoning (5-2) and approval of the Concept Plan (4-3).

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:

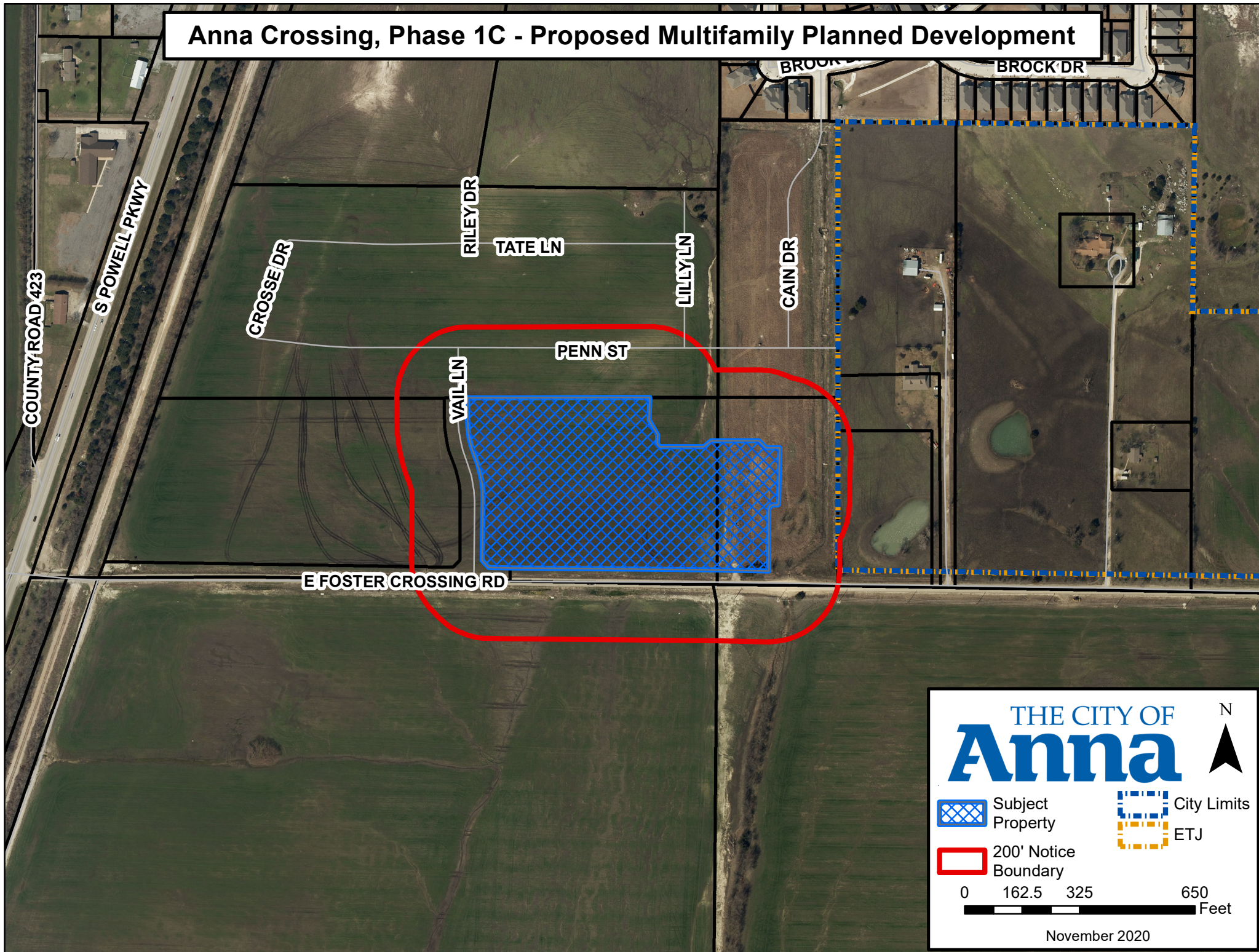
1. Notification Location Map
2. PZ - ZONING REPORT (Anna Crossing, Ph 1C - multi-family)
3. EXHIBIT 1 - P&Z write-up (Anna Crossing stipulation memo)
4. Letters of Support
5. Ordinance - Anna Crossing, Ph 1C multi-family
6. Exhibit 1 - Ord. (Metes & Bounds)
7. Exhibit 2 - Ord. (CP Anna Crossing, Ph 1C - multifamily)
8. Resolution - CP (Anna Crossing, Ph 1C Addn, BL A, Lt 1)
9. Exhibit A - Res. (CP Anna Crossing, Ph 1C, BL A, Lt 1)

APPROVALS:

Ross Altobelli, Director of Development Services
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/23/2021
Approved - 9/23/2021
Final Approval - 9/24/2021

Anna Crossing, Phase 1C - Proposed Multifamily Planned Development



CITY OF ANNA
PLANNING & ZONING COMMISSION

September 7, 2021

Public Hearing: Zoning – PD-MF-2 (Anna Crossing, Ph 1C – multiple-family)

Applicant: East Foster, LLC

DESCRIPTION:

Request to rezone 8.3± acres located at the northeast corner of E Foster Crossing and Vail Lane from Planned Development-General Commercial (PD-C-2) (Ord. No. 787-2018) to Planned Development-Multiple-Family - High Density (PD-MF-2) to allow for multiple-family residences on one lot.

REMARKS:

The applicant is requesting to rezone the property to allow for multiple-family residences with modified development standards.

A concept plan, Anna Crossing, Phase 1C Addition, Block A, Lot 1, accompanies this request.

Surrounding Land Uses and Zoning

North	Vacant land platted for single-family residences (Anna Crossing Phase 1C).
East	Vacant lot used for a drainage and detention.
South	Across E. Foster Crossing Road, vacant land zoned Planned Development – Anna Business Park (Ord. No. 743-2017).
West	Across Vail Lane, vacant land zoned PD-C-2 (Ord. No. 787-2018).

Proposed Planned Development Stipulations

The requested zoning is PD-MF-2. This Planned Development is to allow for multiple-family residence that will serve as a transition between the Anna Industrial Park located across E. Foster Crossing Road and the single-family residential development located directly to the north. There are two primary parts to this request: land use and design standards.

Land Use - The applicant is proposing to rezone the subject property to allow for multiple-family residences.

Design Standards - The language in the proposed PD district would allow for modified development standards associated with the multiple-family residence development.

Maximum height - The existing base zoning (PD-C-2) allows for a maximum height of 35 feet.

- The applicant is proposing a 4-story building design that will have a maximum height of 55 feet.

Density - The MF-2 zoning districts miscellaneous provisions allows for a maximum density of 25 units per gross acre as long as special fire protection requirements are observed.

- The applicant is proposing a density of 29 units per acre.

Parking - Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is proposing to reduce the required parking to 1.5 space per dwelling unit, plus 0.25 spaces for visitor parking, and reduce the covered parking to 50%.

Screening fence - The MF-2 zoning requires border fencing of masonry construction no less than eight feet in height be installed along the property line on any perimeter not abutting a public street-right-of-way.

- The applicant is requesting to install the eight-foot-tall masonry fencing along the northwest property line adjacent to the proposed single-family lots. The remaining screening fence is requested to be a six-foot-high ornamental metal fence with masonry columns. Additionally, along the northwest property boundary adjacent to single-family residential lots and in addition to the 8-foot-tall masonry fencing, the site will include a 10-foot-wide landscape buffer with vegetative screening.

Refuse Facilities - The applicant is proposing to provide a 30 cubic yard compactor and an 8 cubic yard recycling container that will be centrally located for all residents.

To help support and justify the modified standards the applicant has provided additional information (Exhibit 1).

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

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 Professional Campus (grey).

The Professional Campus Place Type generally provides office jobs and is the location for major employers as well as smaller office or professional service companies. This Place Type features large, master-planned campuses. The sites are typically well landscaped and provide opportunities for many employment uses such as a corporate headquarters, institutional facilities, university campuses, and medical campuses. They typically locate near major transportation corridors and may include office parks or technology centers.



Although the proposed zoning is not in conformance with the Future Land Use Plan the proposed multiple-family zoning will help support the Professional Campus vision by providing the necessary housing needed for office campus environments.

SUMMARY:

Request to rezone 8.3± acres located at the northeast corner of E Foster Crossing and Vail Lane from PD-C-2 to PD-MF-2 to allow for multiple-family residences on one lot.

The proposed zoning and concept plan are in conformance with elements of the City of Anna Strategic Plan. The proposal includes the following:

- a. Standards that enhance the perimeters when adjacent to single-family residential developments.
- b. 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.
- c. Allows for a development that diversifies the range of housing choices within the City of Anna.

For these reasons, staff is in support of the zoning request.

RECOMMENDATION:

Recommended for approval as follows:

Restrictions:

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit A).
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.
 - A. Maximum height (feet): 55 feet (4-story).
 - B. Maximum density: 29 units per gross acre.
 - C. Maximum number of units: 239
 - D. Parking: A minimum of 1.5 off-street parking spaces shall be provided unit, plus 0.25 per dwelling unit for visitor parking.
 - E. Covered Parking: 50% of the required parking must be covered.
 - F. Perimeter Fence:
 - i. Border screening and fencing along the northwest property line, adjacent to single-family lots, shall consist of a 10-foot-wide landscape buffer and 8-foot-tall masonry wall. The 10-foot-wide

landscape buffer shall consist of a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers.

- ii. Fencing on any perimeter not abutting a public right-of-way shall consist of ornamental metal fence, such as wrought iron or tubular steel not less than six feet in height along with masonry columns at no more than 50-foot intervals.

G. Refuse facilities: The site shall contain a minimum one 30 cubic yard compactor and an 8 cubic yard recycling container, which will be centrally located for all residents. The refuse and recycling facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Compactor and recycling container shall be provided and maintained in a manner to satisfy city public health and sanitary regulations.

EXHIBIT 1

PALLADIUM EAST FOSTER CROSSING

REQUESTED VARIANCES OR RELIEF FROM MF-2 REGULATIONS:

Density: Per Sec. 9.04.020 (j) Miscellaneous Provisions (1) Density in this district does not ordinarily exceed 15 units per gross acre but can reach a maximum of 25 units per gross acre if special fire protection requirements are observed (see subsection (i) of this section). Density shall be 29 units per gross acre. NFPA 13R sprinkler system to be provided with 2 points of entry and exit to be provided for each unit to places of safety. The variance for the increase in density will allow for additional units to be developed on the site and will assist with accommodating for the City of Anna's growth and demand for housing. The development site will include enhanced site improvements including landscape buffers, fencing, etcetera.

Parking Regulations: 1.5 spaces per dwelling unit or 359 versus 2 spaces per dwelling unit or 478 and .25 guest parking spaces per dwelling unit or 60 for total of 419 parking spaces. Based on parking provided on properties that are comparable within the Palladium USA portfolio, 1.75 spaces per dwelling is sufficient parking for this multifamily development. There is prior precedence for allowing parking variances.

Building Height: The maximum building height is 35 feet as defined in Sec. 9.04.020 (d) of the City of Anna Code of Ordinances. The maximum height for the development is 55 feet based on the definition. Additional height requested to allow for 4-stories; ensure enough room for parapet, and higher ceiling.

Landscape Buffer: Per Sec. 9.06.007 of the Code of Ordinances the Owner shall only provide landscape buffers adjacent to the right-of-way of any street or major throughfare. The Owner shall commit to provide a 10' landscape buffer along the northern property boundary to provide an additional buffer to the single-family residential neighborhood.

Refuse Facility: Per Sec. 9.04.020 (g) Every dwelling unit in a multifamily complex shall be located within 250 feet of a refuse facility, measured along the designated pedestrian and vehicular travel way. There shall be available at all times at least 6 cubic yards of refuse container per 30 multifamily dwelling units. For complexes with less than 30 units, no less than 4 cubic yards of refuse container shall be provided.

Owner commits to providing a refuse container that shall be maintained in a manner to satisfy city public health and sanitary regulations. The refuse facility shall be located so as to provide safe and convenient pickup by refuse collection agencies. Owner will provide a 30 cubic yard compactor and an 8 cubic yard recycling container; which will be centrally located for all residents. The refuse facility shall be screened from view on 3 sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than 7 feet nor more than 8 feet in height or by an enclosure within a building. Variance is needed to allow for dense compact design.

Based on historical data, this will be sufficient for the entire site as residents will generate 1-1.2 cubic yards of trash per month. On the higher end with 239 units X 1.2 cubic yards per month = 286.8 total cubic yards per month serviced by a 30 cubic yard trash compactor. Owner will schedule a refuse collection agency to provide regular service as needed.

Covered Parking: Provide a minimum of 50% or 209 spaces must be covered versus 75% of the required parking spaces or 359 must be covered. Request variance for covered parking due to site constraints with locating carports within required setbacks and adjacent to residential neighborhood.

Open Space: Per City of Anna Code of Ordinances, the required open space area is 218,700 square feet. Owner shall provide 141,669.8 square feet or 39% of the site acreage as open space.

EXHIBIT 1 CONT.

Screening Fence: Perimeter fencing along the northwest property line shall masonry be not less than **8** feet in height and shall be maintained throughout the existence multifamily complex by the owner of the complex. The remaining perimeter fencing shall be of **6** feet metal wrought iron with **50**-foot intervals of masonry columns as full masonry wall is not allowed nor is conducive to be along drainage easement.



RECEIVED
September 7, 2021
PLANNING & DEVELOPMENT
CITY OF ANNA

September 1, 2021

The Honorable Mayor Pike
City of Anna
111 North Powell Parkway
Anna, TX 75409

RE: Proposed Palladium East Foster Crossing

Dear Mayor Pike:

I am writing this letter of support for the Palladium East Foster Crossing development, a 239-unit apartment community that will be located on 8 acres of land on East Foster Crossing just east of Powell Parkway.

I am excited by this proposed development, because it will provide affordable housing that is lacking in our community, is a great complement to the business park across the street, and an excellent buffer between the homes and the business park. The developer has an excellent reputation for developing class A housing, providing luxurious amenities, and top notch service to it's residents, as we have seen in Palladium Anna since inception.

I am in full support of the zoning change that will permit this beautiful development to be built in our community.

Sincerely,

A handwritten signature in blue ink that reads 'David H. Craig'. The signature is fluid and cursive, with a large 'D' and 'C'.

David H. Craig
Chairman/CEO

cc: Kim Parker -Kim@dynamiccre.com

September 7, 2021

To, Mayor Pike
City of Anna
111 North Powell Parkway
Anna, TX 75409

Dear Mayor Pike:

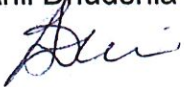
This letter is to support for the Palladium East Foster Crossing development, a 239-unit apartment community that will be located on 8 acres of land on East Foster Crossing just east of Powell Parkway.

Foster Crossing development will provide affordable housing in the city of Anna. This will add lot more value to the city since the city is really lacking of this tier of housing. This developer has an excellent reputation for developing class A housing with luxurious amenities and top-notch service to its residents.

I am in full support of the zoning change that will permit this beautiful development to be part city of Anna.

Sincerely,

President
Priraj Investment LLC
Anil Dhudshia



September 1, 2021

The Honorable Mayor Pike
City of Anna
111 North Powell Parkway
Anna, TX 75409

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I am in full support of the zoning change that will permit this beautiful development to be built in our community.

Sincerely,

cc: Kim Parker -Kim@dynamiccre.com



Torchianna Adams
East Foster LLC

RECEIVED
September 7, 2021
PLANNING & DEVELOPMENT
CITY OF ANNA

September 1, 2021

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City of Anna
111 North Powell Parkway
Anna, TX 75409

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I am in full support of the zoning change that will permit this beautiful development to be built in our community.

Sincerely,

CENTRAL & 543, LLC

By: 

Addison Wilson, III,
Manager

cc: Kim Parker -Kim@dynamiccre.com



RECEIVED
September 8, 2021
PLANNING & DEVELOPMENT
CITY OF ANNA

September 7th, 2021

The Honorable Mayor Pike
City of Anna
111 North Powell Parkway
Anna, TX 75409

RE: Proposed Palladium East Foster Crossing

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I am in full support of the zoning change that will permit this beautiful development to be built in our community.

Sincerely,

Rick Franklin

Franklin Land Company

cc: Kim Parker -Kim@dynamiccre.com

RECEIVED
September 8, 2021
PLANNING & DEVELOPMENT
CITY OF ANNA

September 1, 2021

The Honorable Mayor Pike
City of Anna
111 North Powell Parkway
Anna, TX 75409

RE: Proposed Palladium East Foster Crossing

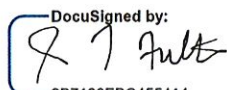
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I am in full support of the zoning change that will permit this beautiful development to be built in our community.

Sincerely,

DocuSigned by:

2B7126EBC455414...

Tracy Fults

East Foster, LLC
9/7/2021

cc: Kim Parker -Kim@dynamiccre.com

RECEIVED
September 8, 2021
PLANNING & DEVELOPMENT
CITY OF ANNA

September 1, 2021

The Honorable Mayor Pike
City of Anna
111 North Powell Parkway
Anna, TX 75409

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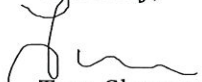
Dear Mayor Pike:

I am writing this letter of support for the Palladium East Foster Crossing development, a 239-unit apartment community that will be located on 8 acres of land on East Foster Crossing just east of Powell Parkway.

I am excited by this proposed development, because it will provide affordable housing that is lacking in our community, is a great complement to the business park across the street, and an excellent buffer between the homes and the business park. The developer has an excellent reputation for developing class A housing, providing luxurious amenities, and top notch service to it's residents, as we have seen in Palladium Anna since inception.

I am in full support of the zoning change that will permit this beautiful development to be built in our community.

Sincerely,



Tom Gleason

cc: Kim Parker -Kim@dynamiccre.com

CITY OF ANNA, TEXAS

(Property zoned under this ordinance is generally located at the northeast corner of E Foster Crossing and Vail Lane)

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 from East Foster, LLC on Property described in Exhibit 1 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located at the northeast corner of E Foster Crossing and Vail Lane was zoned by Ordinance No. 787-2018; 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 amending the zoning of the Property described in Exhibit 1 and 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 Multiple-Family Residential - High Density District.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City's Zoning Ordinance shall apply.

3. Development Standards.

A. 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 MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

- i. Maximum height (feet): 55 feet (4-story).
- ii. Maximum density: 29 units per gross acre.
- iii. Maximum number of units: 239
- iv. Parking: A minimum of 1.5 off-street parking spaces shall be provided unit, plus 0.25 per dwelling unit for visitor parking.
- v. Covered Parking: 50% of the required parking must be covered.
- vi. Open Space: Minimum of 39% of the site acreage shall be open space.
- vii. Perimeter Fence:
 - a. Border screening and fencing along the northwest property line, adjacent to single-family lots, shall consist of a 10-foot-wide landscape buffer and 8-foot-tall masonry wall. The 10-foot-wide landscape buffer shall consist of a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers.
 - b. Fencing on any perimeter not abutting a public right-of-way shall consist of ornamental metal fence, such as wrought iron or tubular steel not less than six feet in height along with masonry columns at no more than 50-foot intervals.
- viii. Refuse facilities: The site shall contain a minimum one 30 cubic yard compactor and an 8 cubic yard recycling container, which will be centrally located for all residents. The refuse and recycling facility shall be screened from view on three sides from persons standing at ground

level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Compactor and recycling container shall be provided and maintained in a manner to satisfy city public health and sanitary regulations.

B. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Conceptual Development plan. Non-substantial changes of detail on the final development plan(s) that differ from the Conceptual Development plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.

C. The Conceptual Development Plan will expire after two (2) years of approval.

Section 3. Official Zoning Map

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. Savings, Repealing and Severability Clauses

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

Section 5. Penalty

Any violation of any of the terms of this ordinance, whether denominated in this ordinance as unlawful or not, shall be deemed a misdemeanor. Any person convicted of any such violation

shall be fined in an amount not to exceed \$2,000 for each incidence of violation. Each day a violation exists is considered a separate offense and will be punished separately.

Section 6. Publication of the Caption and Effective Date

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

PASSED by the City Council of the City of Anna, Texas this 28th day of September 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

Exhibit 1 - Page 1 of 3

LEGAL DESCRIPTION
8.257 Acres
Granderson Stark Survey, A-798
City of Anna
Collin County, Texas

SITUATED in the City of Anna, in the Granderson Stark Survey, Abstract No. 798 of Collin County, Texas and being a part of that certain called 39.9944 acre tract of land described in a Warranty Deed With Vendor's Lien to 40 PGE, Ltd., dated March 27, 2003 and recorded in Volume 5387, Page 468, Deed Records, Collin County, Texas (D.R.C.C.T.) and also being a part of that certain called 10.150 acre tract of land described in a Special Warranty Deed to Anna Town Center No. 8/CTS, Ltd., dated December 1, 2014 and recorded in Document No. 20141203001315490, D.R.C.C.T. and the consolidation of the two said parcels being more particularly described by metes & bounds as follows:

COMMENCING at a point in the center of E. Foster Crossing Road (formerly known as County Road 421 – variable width public right-of-way) for the southeast corner of the above described 39.9944 acre 40 PGE tract and same being the southwest corner of the above described 10.150 acre Anna Town Center tract;

THENCE: North 00 deg. 11 min. 37 sec. West, across said E. Foster Crossing Road, along the common line of said 39.9944 acre and 10.150 acre tracts, a distance of 40.01 feet to the POINT OF BEGINNING on the future north right-of-way line of said E. Foster Crossing Road;

THENCE: North 89 deg. 11 min. 45 sec. West, departing from said common line, across said 39.9944 acre tract and along the future north right-of-way line of said E. Foster Crossing Road, a distance of 644.30 feet to a point for the southwest corner of this hereinafter described tract, at the intersection of the future north right-of-way line of E. Foster Crossing Road and the future east right-of-way line of Vail Lane (proposed 50' wide public right-of-way);

THENCE: Departing from the future north right-of-way of E. Foster Crossing Road, over and across said 39.9944 acre tract and along the future east right-of-way line of Vale Lane as follows:

North 44 deg. 11 min. 45 sec. West, a distance of 27.38 feet to a point for corner;

North 00 deg. 48 min. 56 sec. East, a distance of 166.85 feet to a point for corner at the beginning of a curve to the left, having a radius of 325.00 feet, a central angle of 23 deg. 19 min. 33 sec. and a chord that bears North 10 deg. 50 min. 50 sec. West - 131.40 feet;

Northwesterly, along said curve to the left, an arc distance of 132.31 feet to a point for corner at the end of said curve and the beginning of a reverse curve to the right, having a radius of 275.00 feet, a central angle of 22 deg. 19 min. 56 sec. and a chord that bears North 11 deg. 20 min. 38 sec. West - 106.51 feet;

Northwesterly, along said curve to the right, an arc distance of 107.19 feet to a point for corner at the end of said curve;

Exhibit 1 - Page 2 of 3

North 00 deg. 10 min. 41 sec. West, a distance of 58.30 feet to a point for the northwest corner of this tract on the south line of that certain called 19.882 acre tract of land described in a Special Warranty Deed With Vendor's Lien to Anna Crossing 40PGE, Ltd, recorded in Document No. 20190114000044870, D.R.C.C.T.;

THENCE: North 89 deg. 49 min. 19 sec. East, departing from the future east right-of-way line of Vail Lane, along the south line of said 19.882 acre Anna Crossing 40PGE tract, a distance of 514.65 feet to a point for the most northerly northeast corner of this tract;

THENCE: Departing from the south line of said 19.882 acre Anna Crossing 40PGE tract, over and across the above mentioned 39.9944 acre 40 PGE tract as follows:

South 02 deg. 07 min. 59 sec. West, a distance of 64.76 feet to a point for an angle corner;

South 30 deg. 39 min. 41 sec. East, a distance of 47.85 feet to a point for an angle corner;

South 00 deg. 14 min. 58 sec. East, a distance of 23.04 feet to a point for corner at the beginning of a curve to the left, having a radius of 11.00 feet, a central angle of 89 deg. 57 min. 12 sec. and a chord that bears South 45 deg. 13 min. 48 sec. East - 15.55 feet;

Southeasterly, along said curve to the left, an arc distance of 17.27 feet to a point for corner at the end of said curve;

North 89 deg. 47 min. 21 sec. East, a distance of 117.40 feet to a point for corner at the beginning of a curve to the left, having a radius of 11.00 feet, a central angle of 38 deg. 48 min. 49 sec. and a chord that bears North 70 deg. 22 min. 50 sec. East - 7.31 feet;

Northeasterly, along said curve to the left, an arc distance of 7.45 feet to a point for corner at the end of said curve;

North 50 deg. 58 min. 19 sec. East, a distance of 20.10 feet to a point for corner at the beginning of a curve to the right, having a radius of 4.00 feet, a central angle of 38 deg. 50 min. 28 sec. and a chord that bears North 70 deg. 25 min. 33 sec. East - 2.66 feet;

Northeasterly, along said curve to the right, an arc distance of 2.71 feet to a point for corner:

THENCE: North 89 deg. 52 min. 47 sec. East, at a distance of 15.39 feet, passing the east line of said 39.9944 acre 40 PGE tract and the west line of the above described 10.150 acre Anna Town Center tract and continuing across said 10.150 acre Anna Town Center tract for a total distance of 131.51 feet to a point for corner at the beginning of a curve to the right, having a radius of 4.00 feet, a central angle of 44 deg. 58 min. 38 sec. and a chord that bears South 67 deg. 37 min. 54 sec. East - 3.06 feet;

THENCE: Continuing across said 10.150 acre Anna Town Center tract as follows:

Southeasterly, along said curve to the right, an arc distance of 3.14 feet to a point for corner at the end of said curve;

Exhibit 1 - Page 3 of 3

South 45 deg. 04 min. 23 sec. East, a distance of 21.74 feet to a point for corner at the beginning of a curve to the left, having a radius of 11.00 feet, a central angle of 44 deg. 56 min. 57 sec. and a chord that bears South 67 deg. 32 min. 18 sec. East - 8.41 feet;
Southeasterly, along said curve to the left, an arc distance of 8.63 feet to a point for corner at the end of said curve;

North 89 deg. 59 min. 46 sec. East, a distance of 34.13 feet to a point for the northeast corner of this tract;

South 01 deg. 02 min. 28 sec. West, a distance of 157.49 feet to a point for corner at the beginning of a curve to the right, having a radius of 4.00 feet, a central angle of 89 deg. 51 min. 40 sec. and a chord that bears South 45 deg. 56 min. 07 sec. West - 5.65 feet;

Southwesterly, along said curve to the right, an arc distance of 6.27 feet to a point for corner at the end of said curve;

North 89 deg. 10 min. 14 sec. West, a distance of 7.92 feet to a point for corner at the beginning of a curve to the left, having a radius of 15.00 feet, a central angle of 90 deg. 51 min. 01 sec. and a chord that bears South 45 deg. 24 min. 20 sec. West - 21.37 feet;

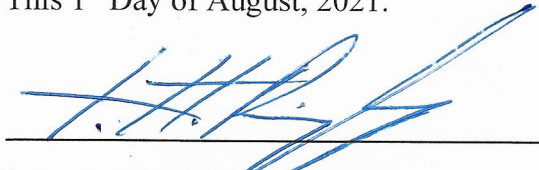
Southwesterly, along said curve to the left, an arc distance of 23.78 feet to a point for corner at the end of said curve;

South 00 deg. 01 min. 06 sec. East, a distance of 171.75 feet to a point for corner on the future north right-of-way line of the above mentioned E. Foster Crossing Road;

THENCE: North 89 deg. 11 min. 53 sec. West, along the future north right-of-way line of said E. Foster Crossing Road, a distance of 145.02 feet to the POINT OF BEGINNING and containing 359,667 square feet or 8.257 acres of land.

Note: The Bearings shown hereon are Geodetic and were derived from GPS observations and measurements using the Topcon TopNet Network and is based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD-83 projection.

Prepared Under My Hand & Seal,
This 1st Day of August, 2021.


Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701



CITY OF ANNA, TX SITE DATA SUMMARY- GENERAL SITE DATA	
ZONING (FROM ZONING MAP)	PD-C
LAND USE (FROM ZONING ORDINANCE)	MULTI-FAMILY
LOT AREA (SQUARE FEET & ACRES)	8,257 ACRES = 359,674 S.F.
BUILDING FOOTPRINT AREA (SQUARE FEET)	74,837 S.F.
TOTAL BUILDING AREA (SQUARE FEET)	299,348 S.F.
BUILDING HEIGHT (#STORIES)	4 STORIES
BUILDING HEIGHT (FEET- DISTANCE TO TALLEST BUILDING ELEMENT)	55'-0"
LOT COVERAGE (PERCENT -X.XX%)	21%
MULTIFAMILY UNITS	
# OF 1 BEDROOMS/ MINIMUM IUNIT SIZE	75- 804 S.F.
# OF 2 BEDROOMS/ MINIMUM IUNIT SIZE	104 UNITS- 960 S.F., 17 UNITS - 1,005 S.F.
# OF 3 BEDROOMS/ MINIMUM IUNIT SIZE	43 UNITS- 1,164 S.F.
TOTAL UNIT COUNT	239 UNITS

CITY OF ANNA, TX SITE DATA SUMMARY-PARKING	
PARKING RATIO (FROM PLANNED DEVELOPMENT)	1.5 PER DWELLING UNIT/ .25 VISITOR PER UNIT
REQUIRED/PROVIDED PARKING (# SPACES)	419 PARKING SPACES
	RESIDENT SPACES 359
	VISITOR SPACES 60
LANDSCAPE AREA (INLCUDING TURF AREAS)	
REQUIRED INTERNAL LANDSCAPE AREA (SQUARE FEET-8 SQUARE PER PARKING SPACE	3,344 S.F.
TOTAL LANDSCAPE AREA (SQUARE FEET)	99,553 S.F.

SITE ACREAGE	
8.257 ACRES	
PARKING REQUIRED	
419	
SURFACE PARKING	
145	
HC PARKING	
3	
VAN HC PARKING	
1	
CARPORT	
205	
CARPORT HC	
4	
CARPORT VAN HC	
1	
.25 / UNIT VISITOR	
60	
@ PARKING/UNIT	
1.5	
@ PARKING/BED	
1.04	
TOTAL PARKING PROVIDED	
419	

Palladium Anna				#21176
UNIT TABULATION		CREATED		08-02-2021
TYPE	AREA	NO.	%	TOTAL AREA
A1-1 BR.	804	75	31.38%	60,300
B1-2 BR.	960	104	43.51%	99,840
B2-2 BR.	1,005	17	7.11%	17,085
C1-3 BR.	1,164	43	17.99%	50,052
TOTAL		239	100.00%	227,277
AVERAGE UNIT SIZE :		950.95		
MISCELLANEOUS:				
AVERAGE UNIT SIZE:		950.95		S.F.
DENSITY:		28.93		UNITS/ACRE

31.38%
50.63%
17.99%

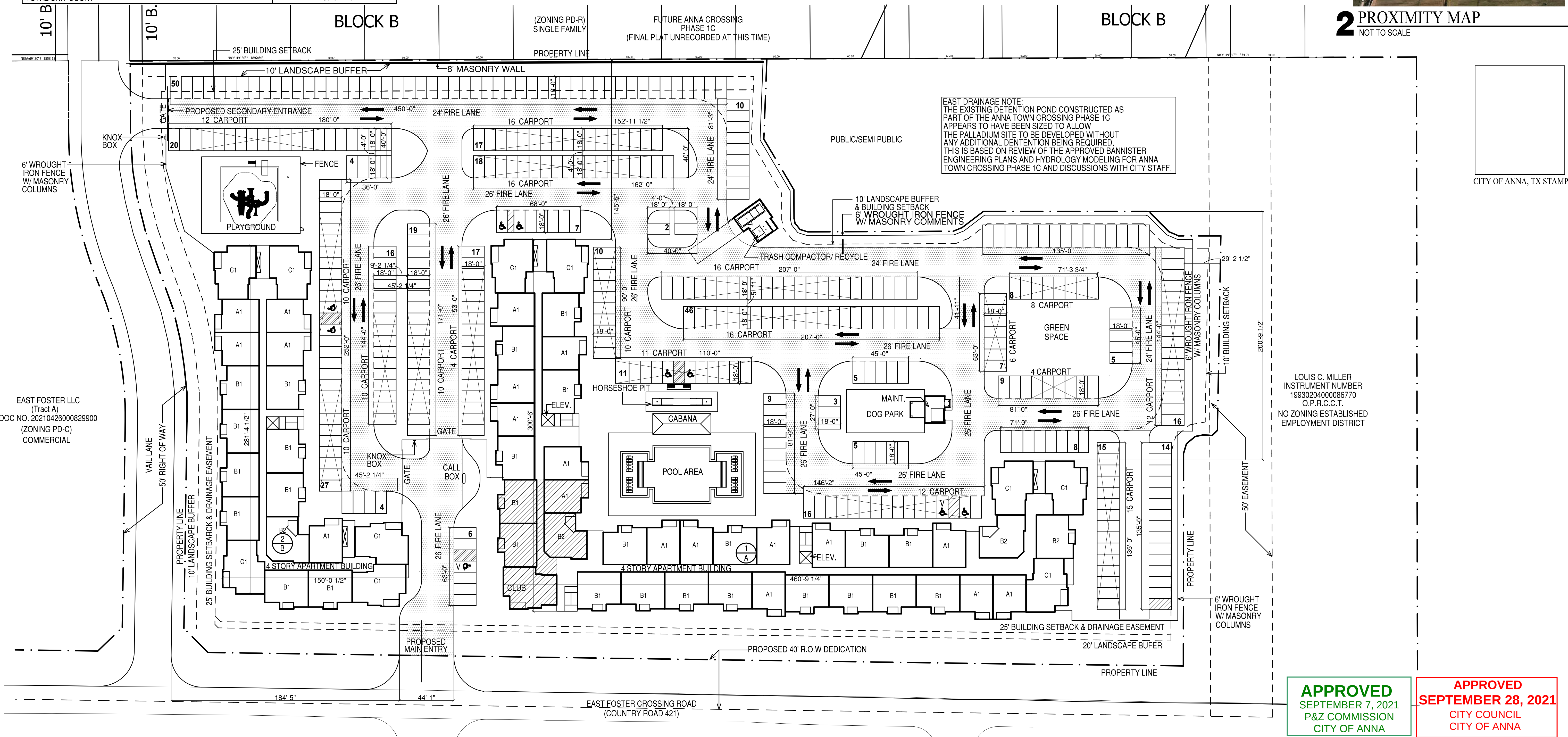
BUILDING TYPES		TOTAL	
	A	B	
NO. BLDGS	1	1	2
A1	55	20	75
B1	68	36	104
B2	13	4	17
C1	23	20	43
UNITS/BLDG	159	80	
UTS/BLDG TYPE	159	80	239



SEAL OF THE CITY OF ANNA, TEXAS

08-26-2021

REVISIONS



APPROVED
SEPTEMBER 7, 2021
P&Z COMMISSION
CITY OF ANNA

APPROVED
SEPTEMBER 28, 2021
CITY COUNCIL
CITY OF ANNA

CONCEPT PLAN
ANNA CROSSING PHASE 1C ADDITION
LOT 1, BLOCK G
8.257 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
GRANDERSON STARK SURVEY, ABSTRACT 798
AUGUST 18, 2021

1 SITE PLAN
SCALE: 1:40

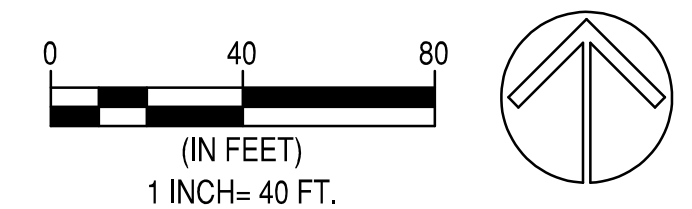


EXHIBIT 2

EAST FOSTER CROSSING

ANNA, TEXAS

PALLADIUM USA

ZONING APPLICATION
REVISED
08-26-2021

HECK ARCHITECTS

4505 BYCEL PARKWAY ADDISON, TX 76011
214.520.6878
heck.com

DATE

08-26-2021

PROJECT

21176

SHEET NUMBER

A1-01

SITE PLAN

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CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR ANNA CROSSING, PHASE 1C ADDITION, BLOCK A, LOT 1.

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, East Foster, LLC, has submitted an application for the approval of the Concept Plan for Anna Crossing, Phase 1C Addition, Block A, Lot 1; 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 Crossing, Phase 1C Addition, Block A, Lot 1 attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 28th day of September 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

CITY OF ANNA, TX SITE DATA SUMMARY- GENERAL SITE DATA	
ZONING (FROM ZONING MAP)	PD-C
LAND USE (FROM ZONING ORDINANCE)	MULTI-FAMILY
LOT AREA (SQUARE FEET & ACRES)	8,257 ACRES = 359,674 S.F.
BUILDING FOOTPRINT AREA (SQUARE FEET)	74,837 S.F.
TOTAL BUILDING AREA (SQUARE FEET)	299,348 S.F.
BUILDING HEIGHT (#STORIES)	4 STORIES
BUILDING HEIGHT (FEET- DISTANCE TO TALLEST BUILDING ELEMENT)	55'-0"
LOT COVERAGE (PERCENT -X.XX%)	21%
MULTIFAMILY UNITS	
# OF 1 BEDROOMS/ MINIMUM IUNIT SIZE	75- 804 S.F.
# OF 2 BEDROOMS/ MINIMUM IUNIT SIZE	104 UNITS- 960 S.F., 17 UNITS - 1,005 S.F.
# OF 3 BEDROOMS/ MINIMUM IUNIT SIZE	43 UNITS- 1,164 S.F.
TOTAL UNIT COUNT	239 UNITS

CITY OF ANNA, TX SITE DATA SUMMARY-PARKING	
PARKING RATIO (FROM PLANNED DEVELOPMENT)	1.5 PER DWELLING UNIT/ .25 VISITOR PER UNIT
REQUIRED/PROVIDED PARKING (# SPACES)	419 PARKING SPACES
	RESIDENT SPACES 359
	VISITOR SPACES 60
LANDSCAPE AREA (INLCUDING TURF AREAS)	
REQUIRED INTERNAL LANDSCAPE AREA (SQUARE FEET-8 SQUARE PER PARKING SPACE	3,344 S.F.
TOTAL LANDSCAPE AREA (SQUARE FEET)	99,553 S.F.

SITE ACREAGE	
8.257 ACRES	
PARKING REQUIRED	
419	
SURFACE PARKING	
145	
HC PARKING	
3	
VAN HC PARKING	
1	
CARPORT	
205	
CARPORT HC	
4	
CARPORT VAN HC	
1	
.25 / UNIT VISITOR	
60	
@ PARKING/UNIT	
1.5	
@ PARKING/BED	
1.04	
TOTAL PARKING PROVIDED	
419	

Palladium Anna	
#21176	
CREATED 08-02-2021	
TOTAL AREA	
TYPE	AREA
A1-1 BR	804
B1-2 BR	960
B2-2 BR	1,005
C1-3 BR	1,164
TOTAL	239
NO. BLDGS	
A1	55
B1	68
B2	13
C1	23
TOTAL	159
UNITS/BLDG	
A1	55
B1	68
B2	13
C1	23
TOTAL	239
UTS/BLDG TYPE	
A1	55
B1	68
B2	13
C1	23
TOTAL	239
AVERAGE UNIT SIZE :	
950.95	
MISCELLANEOUS:	
AVERAGE UNIT SIZE:	950.95 S.F.
DENSITY:	28.93 UNITS/ACRE

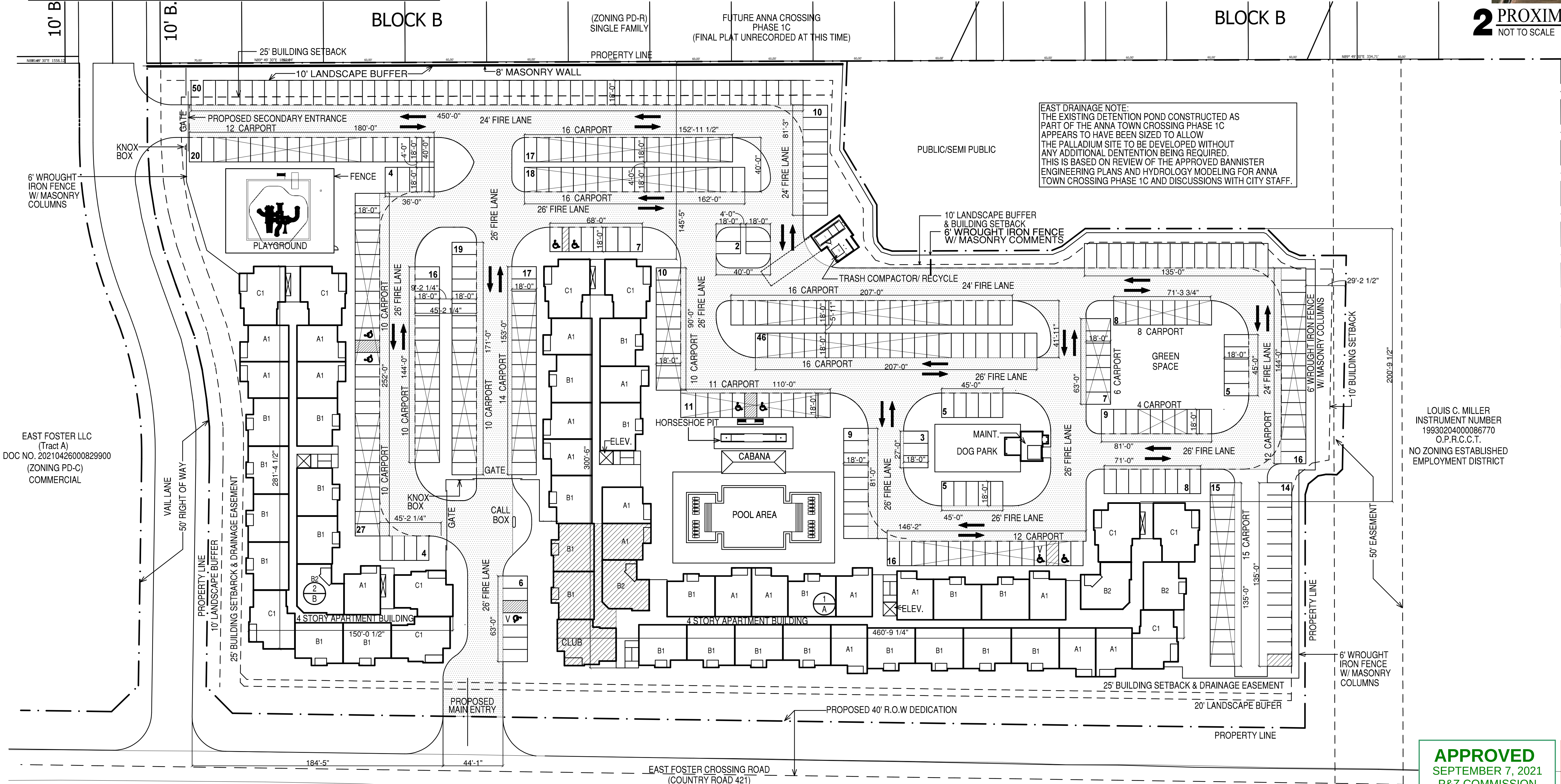
BUILDING TYPES	
A	B
NO. BLDGS	1
A1	55
B1	68
B2	13
C1	23
UNITS/BLDG	
A1	55
B1	68
B2	13
C1	23
UTS/BLDG TYPE	
A1	55
B1	68
B2	13
C1	23
TOTAL	239



REVISIONS

2 PROXIMITY MAP

NOT TO SCALE



APPROVED
SEPTEMBER 7, 2021
P&Z COMMISSION
CITY OF ANNA

APPROVED
SEPTEMBER 28, 2021
CITY COUNCIL
CITY OF ANNA

CONCEPT PLAN
ANNA CROSSING PHASE 1C ADDITION
LOT 1, BLOCK G
8.257 ACRES
CITY OF ANNA, COLLIN COUNTY, TEXAS
GRANDERSON STARK SURVEY, ABSTRACT 798
AUGUST 18, 2021

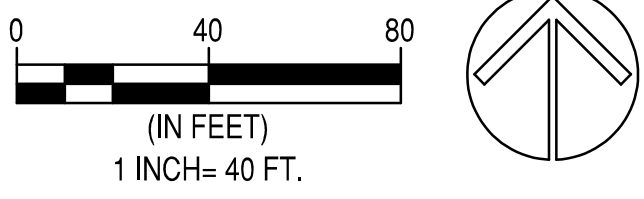


EXHIBIT A

1 SITE PLAN

SCALE: 1:40

EAST FOSTER CROSSING
ANNA, TEXAS
PALLADIUM USA

ZONING APPLICATION
REVISED
08-26-2021

HECK
ARCHITECTS
4505 BYCEL PARKWAY ADDISON, TX 75001
214.520.6878
heck.com

DATE
08-26-2021

PROJECT
21176

SHEET NUMBER

A1-01
SITE PLAN

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Item No. 7.b.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Parmore-Addition, Zoning, Concept Plan, & Preliminary Plat (Director of Development Services Ross Altobelli)

- 1) Conduct a public hearing to consider public comments regarding a request to rezone 9.9± acres located at the northeast corner of Finley Boulevard and Florence Way from Planned Development-General Commercial/Multiple-Family – High Density (PD-C-2/MF-2) to Planned Development-Multiple-Family- High Density (PD-MF-2).
- 2) Consider/Discuss/Action on an Ordinance approving the PD-MF-2 rezoning request to allow for a multiple-family residence development with modified development standards.
- 3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, Parmore Addition, Block A, Lot 1, associated with the rezoning request.
- 4) Consider/Discuss/Action on a recommendation on a Resolution approving the Preliminary Plat, Parmore Addition, Block A, Lot 1, associated with the development of a multiple-family residence.

SUMMARY:

The subject property is located within portions of District G (Town Center Zone) and District H (Southern Town Center Zone) of the Anna Crossing zoning. Both districts allow multiple-family residence by-right. Staff is recommending the property be rezoned rather than amended in order to clean-up the zoning district boundary associated with the current request. Additionally, the applicant is requesting to modify MF-2 Multiple-Family Residential – High Density (MF-2) development standards pertaining to parking, fencing, and refuse facilities.

Proposed Planned Development Stipulations

Design Standards – The existing zoning currently permits 3-story multiple-family residences. The language in the proposed stipulations re-establishes the allowed use with the same maximum height of 3 stories or 50 feet.

Parking – Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance requires a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is proposing to reduce the required parking to 1 space per bedroom with guest parking included in the overall 1 space per bedroom parking ratio and reduce the covered parking to 50%.

Screening fence – The MF-2 zoning requires border fencing of masonry construction no less than eight feet in height be installed along the property line on any perimeter not abutting a public street right-of-way.

- The applicant is requesting to install a six-foot-high ornamental metal fence with masonry columns. Additionally, along the northern property boundary adjacent to single-family residential lots, in addition to the fencing the site will include a 10-foot-wide landscape buffer with vegetative screening.

Refuse Facilities – The applicant is proposing to locate every dwelling unit within 300 feet of a refuse facility (*current zoning states 250 feet*) and there shall be available at all times at least six cubic yards of refuse container per 35 multiple family dwelling units (*current zoning standards state 30 units*).

To help support and justify the modified standards the applicant has provided additional information (Exhibit 1).

Recommendation

The proposed zoning and concept plan are in conformance with elements of the City of Anna Strategic Plan. The multiple-family residence land use is currently allowed by-right on the property. The proposed development stipulations/restrictions allow for a superior development than what would be allowed under existing zoning allowances.

At their Tuesday, September 7, 2021 meeting, the Planning & Zoning Commission recommended approval of the Zoning (6-1), Concept Plan (7-0), and Preliminary Plat (7-0).

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:

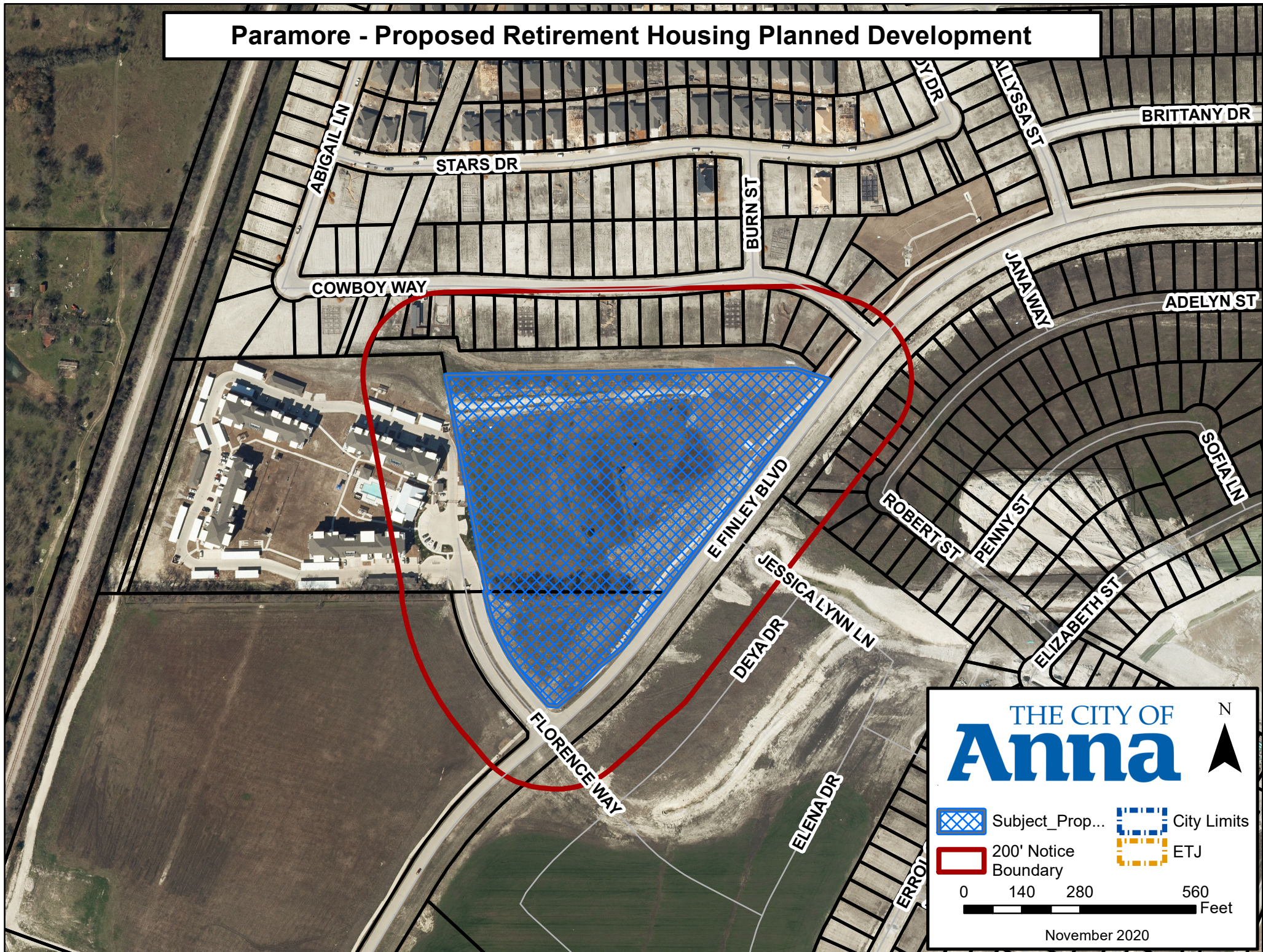
1. Notification Location Map
2. PZ - ZONING REPORT (Parmore-Anna)
3. EXHIBIT 1 - P&Z memo (applicant stipulation justification)
4. Ordinance - Parmore-Anna
5. Exhibit 1 - Ord. (Metes & Bounds Pamore-Anna)
6. Exhibit 2 - Ord. (CP Parmore-Anna, Bl A, Lt 1)
7. RESOLUTION - CP (Parmore-Anna, Bl A, Lt 1)
8. Exhibit A - Res. (Parmore-Anna, Bl A, Lt 1)

APPROVALS:

Ross Altobelli, Director of Development Services
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/23/2021
Approved - 9/23/2021
Final Approval - 9/24/2021

Paramore - Proposed Retirement Housing Planned Development



CITY OF ANNA

PLANNING & ZONING COMMISSION

September 7, 2021

Public Hearing: Zoning – PD-MF-2 (Parmore-Anna)

Applicant: Anna Town Center Mixed Use, LLC

DESCRIPTION:

Request to rezone 9.9± acres located on the northeast corner of Finley Boulevard and Florence Way from Planned Development-General Commercial/Multiple-Family – High Density (PD-C-2/MF-2) (Ord. No. 129-2004) to Planned Development-Multiple-Family-High Density (PD-MF-2) with modified development standards for age restricted multiple-family residences on one lot.

REMARKS:

The subject property is located within portions of District G (Town Center Zone) and District H (Southern Town Center Zone) of the Anna Crossing zoning. Both districts allow multiple-family residence by-right. Staff is recommending the property be rezoned rather than amended in order to clean-up the zoning district boundary associated with the current request. Additionally, the applicant is requesting to modify MF-2 Multiple-Family Residential – High Density (MF-2) development standards pertaining to parking, fencing, and refuse facilities.

A concept plan, Parmore-Anna, Block A, Lot 1, accompanies this request.

Surrounding Land Uses and Zoning

North	Existing single-family residences (Anna Crossing Phase 7)
East & South	Across Finley Boulevard single-family residences (Anna Crossing Phase 6 & Anna Crossing Villas).
West	Existing multiple-family residence (Palladium) and across Florence Way a vacant tract of land zoned for either commercial and/or multiple-family residence.

Proposed Planned Development Stipulations

Design Standards – The existing zoning currently permits 3-story multiple-family residences. The language in the proposed stipulations re-establishes the allowed use with the same maximum height of 3 stories or 50 feet.

Parking – Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance requires a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is proposing to reduce the required parking to 1 space per bedroom with guest parking included in the overall 1 space per bedroom parking ratio and reduce the covered parking to 50%.

Screening fence – The MF-2 zoning requires border fencing of masonry construction no less than eight feet in height be installed along the property line on any perimeter not abutting a public street right-of-way.

- The applicant is requesting to install a six-foot-high ornamental metal fence with masonry columns. Additionally, along the northern property boundary adjacent to single-family residential lots, in addition to the fencing the site will include a 10-foot-wide landscape buffer with vegetative screening.

Refuse Facilities – The applicant is proposing to locate every dwelling unit within 300 feet of a refuse facility (*current zoning states 250 feet*) and there shall be available at all times at least six cubic yards of refuse container per 35 multiple family dwelling units (*current zoning standards state 30 units*).

To help support and justify the modified standards the applicant has provided additional information (Exhibit 1).

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

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

ISSUES:

Building Height: The existing/current zoning allows for multiple-family dwellings with a maximum height of 3-story/50 feet. The applicant's request maintains the current zonings height allowance.

Parking: To help support and justify the applicants request to reduce the required parking and allow 1 parking space per bedroom the applicant has provided information on other age restricted developments they have developed (Exhibit 1). Additionally, the applicant is requesting to reduce the amount of covered parking from 75% to 50%. The reduced percentage matches that of other multiple-family developments recently approved over the last couple years.

Screening Fence: To soften the visual appearance between the multiple-family residence development and surrounding residential developments (both single-family and multiple-family) the applicant is requesting to install wrought iron fencing with masonry columns rather than a solid masonry wall. Additionally, along the northern property boundary adjacent to the existing single-family development, the applicant is proposing a 10-foot-wide landscape buffer comprised of trees planted staggered at 25-foot centers.

SUMMARY:

Request to rezone 9.9± acres from Planned Development-General Commercial/Multiple-Family – High Density (PD-C-2/MF-2) (Ord. No. 129-2004) to Planned Development-Multiple-Family- High Density (PD-MF-2) with modified development standards for age restricted housing on one lot.

The proposed zoning and concept plan are in conformance with elements of the City of Anna Strategic Plan. The multiple-family residence land use is currently allowed by-right on the property. The proposed development stipulations/restrictions allow for a superior development than what would be allowed under existing zoning allowances.

RECOMMENDATION:

Recommended for approval as follows:

Restrictions:

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit A).
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

- A. Multiple-family residences shall be age restricted (55+)
- B. Maximum height (feet): 3 stories / 50 feet
- C. Parking: A minimum of 1 off-street parking spaces shall be provided per bedroom provided that the community constructed is an age restricted community. Required parking may not be provided within the required front yard. 0.2 spots per dwelling unit shall be provided as guest parking and is included in the overall 1 space per bedroom parking ratio.
- D. Covered Parking: 50% of the required parking must be covered
- E. Perimeter Fence:
 - i. Fencing between single family lots and multi-family development shall consist of a 10-foot-wide landscape buffer with an ornamental metal fence, such as wrought iron or tubular steel no less than six feet in height, with masonry columns at no more than 50-foot intervals along with a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers. The vegetative screen may be planted within any required landscape buffer.
 - ii. Border screening on any perimeter not abutting a single-family lot or public right-of-way shall consist of ornamental metal fencing, such as wrought iron or tubular steel not less than six feet in height along with masonry columns at no more than 50-foot intervals
- F. Refuse facilities: Every dwelling unit in a multiple-family complex shall be located within 300 feet of a refuse facility, measured along the designated pedestrian and vehicular travel way. There shall be available at all times at least six cubic yards of refuse container per 35 multiple-family dwelling units. For complexes with less than 30 units, no less than four cubic yards of refuse container shall be provided. Each refuse facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Refuse containers shall be provided and maintained in a manner to satisfy city public health and sanitary regulations.



Exhibit 1

AUGUST 19, 2021

TO: ROSS ALTOBELLI

FROM: ANNA SENIOR LIVING, LP AND JOE FRACCARO

SUBJECT: PARMORE ANNA

CC: RYAN COMBS, BRYAN GRANT, MATTHEW CROW, DANIEL RUEDA, RYAN DAUER, AND
CROSS ARCHITECTS, PLLC

In our previous discussions, the City of Anna has asked us to help explain our request to reduce the parking ratios for the Parmore Anna complex from 2.0 parking spaces per unit to 1.0 parking spaces per bedroom, inclusive of guest parking. Parmore Anna will be an independent senior, affordable community restricted to residents 55 years and older in age.

Our team has developed a number of independent senior living communities and wanted to provide some good data to explain our request. Most seniors who live in senior communities do not need or want to maintain two cars. Most of our seniors will be living on fixed incomes and will have exited the workforce. Therefore, many of our residents will be single and those who are married will likely want to maintain only one car. We have found that creating too many parking spaces in a senior community encourages recreational vehicles and other vehicles to occupy the property and sit. We are highly motivated to park the property properly in order to keep our residents. However, it is also in our best interest not to overpark the community so that we can maximize our greenspace and not provide vacant parking.

Cross Architects, PLLC ("Cross") have provided examples to JPI of other age restricted, senior developments previously completed with parking ratios lower than 2.0, as required by the City of Anna. All the site plans for the developments discussed below can be found in Exhibit A.

Example A: Artistry Senior Residences at Craig Ranch, McKinney, TX

- Age restricted (55+), market rate, senior complex
- 163 units
- Parking Required by City of McKinney
 - o 1.0 per unit
 - o 0.5 per garage without tandem
 - o 188 parking spaces required
- 188 parking spaces provided
- **1.15 parking ratio**

Example B: Aspens at Wade Park, Frisco, TX

- Age restricted (55+), market rate, senior complex

Exhibit 1 cont.

- 162 units
- 176 parking spaces provided
- **1.09 parking ratio**

Example C: Gala at Fate, Fate, TX

- Age Restricted (55+), affordable, senior complex
- 185 units
- Parking Required by City of Fate
 - o 1.0 spaces per unit
 - o 1.0 spaces per 100 sqft of common area
 - o 215 spaces required
- 215 parking spaces provided
- **1.16 parking ratio**

In addition to the above developed projects in the Dallas – Fort Worth metroplex, the proposed property management group, Alpha Barnes Real Estate (“Alpha Barnes”), the 13th largest property management provider for affordable housing the country and the largest affordable housing property management provider, provided that 1.0 parking spaces per bedroom is typical of a senior complex. Alpha Barnes further explained that the 1.0 parking space per bedroom does not typically lead to parking issues for the tenants of the complex.

In conclusion, based on the provided site plans by Cross and the statements from Alpha Barnes, we feel that 1.0 parking spaces per bedroom, 275 total parking spaces, at Parmore Anna would serve the tenants of the complex and allow adequate guest parking in excess of the parking required for the tenants.

If any further documentation is needed, please feel free to reach out to Bryan Grant (bryan.grant@jpi.com) and Ryan Dauer (ryan.dauer@jpi.com).

Thank you,

Anna Senior Living, LP

Exhibit 1 cont.

Exhibit A:

Site Plans for Senior Developments in the DFW Metroplex

Exhibit 1 cont.

JOHN HICKMAN PARKWAY

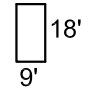
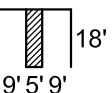
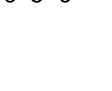
SITE

ACRES 5.807

PARKING COUNT

UNCOVERED PARKING SPACES	56	PARKING RATIO - OVERALL 1.09
-(2) VAN HANDICAP PARKING		
COVERED PARKING SPACES	94	
-(3) VAN HANDICAP PARKING		
GARAGE PARKING SPACES	12	
-(1) HC GARAGES		
CLUBHOUSE PARKING	14	
-(3) VAN HANDICAP PARKING		
TOTAL PARKING SPACES	176	

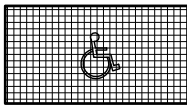
PARKING SPACES

PARKING SPACE	9'-0" X 18'X0"	
HANDICAP SPACE	9'-0" X 18'X0"	
AISE	5'-0" X 18'X0"	
VAN HANDICAP SPACE	9'-0" X 18'X0"	
AISE	8'-0" X 18'X0"	

UNIT TABULATION

AVERAGE UNIT SIZE 866.01 S.F.

TYPE		UNIT #	S.F.	TOTAL
A1	ONE BEDROOM ONE BATH	16	730 SQ.FT.	11,680 SQ.FT.
A1 ALT. 1	ONE BEDROOM ONE BATH	2	730 SQ.FT.	1,460 SQ.FT.
A1 PART. 1	ONE BEDROOM ONE BATH	38	730 SQ.FT.	27,740 SQ.FT.
A1 ALT. 1 PART. 1	ONE BEDROOM ONE BATH	8	730 SQ.FT.	5,840 SQ.FT.
A1 H.C.	ONE BEDROOM ONE BATH	1	730 SQ.FT.	730 SQ.FT.
A1 H.C. PART. 1	ONE BEDROOM ONE BATH	2	730 SQ.FT.	1,460 SQ.FT.
A1 PART. 2	ONE BEDROOM ONE BATH	1	805 SQ.FT.	805 SQ.FT.
A2	ONE BEDROOM ONE BATH	24	850 SQ.FT.	20,400 SQ.FT.
A2 ALT. 1	ONE BEDROOM ONE BATH	8	850 SQ.FT.	6,800 SQ.FT.
A2 PART. 1	ONE BEDROOM ONE BATH	12	850 SQ.FT.	10,200 SQ.FT.
A2 PART. 1 ALT. 1	ONE BEDROOM ONE BATH	4	850 SQ.FT.	3,400 SQ.FT.
B1	TWO BEDROOM TWO BATH	2	1,035 SQ.FT.	2,070 SQ.FT.
B1 PART. 1	TWO BEDROOM TWO BATH	2	1,035 SQ.FT.	2,070 SQ.FT.
B1 PART. 1 ALT. 1	TWO BEDROOM TWO BATH	2	1,035 SQ.FT.	2,070 SQ.FT.
B1 PART. 1 ALT. 2	TWO BEDROOM TWO BATH	4	1,035 SQ.FT.	4,140 SQ.FT.
B1 PART. 2	TWO BEDROOM TWO BATH	2	1,035 SQ.FT.	2,070 SQ.FT.
B1 PART. 2 ALT. 1	TWO BEDROOM TWO BATH	2	1,035 SQ.FT.	2,070 SQ.FT.
B1 PART. 2 ALT. 2	TWO BEDROOM TWO BATH	4	1,035 SQ.FT.	4,140 SQ.FT.
B1 PART. 3	TWO BEDROOM TWO BATH	2	1,035 SQ.FT.	2,070 SQ.FT.
B1 PART. 3 ALT. 1	TWO BEDROOM TWO BATH	2	1,035 SQ.FT.	2,070 SQ.FT.
B1 PART. 3 ALT. 2	TWO BEDROOM TWO BATH	4	1,035 SQ.FT.	4,140 SQ.FT.
B1 PART. 4	TWO BEDROOM TWO BATH	1	1,035 SQ.FT.	1,035 SQ.FT.
B1 H.C.	TWO BEDROOM TWO BATH	1	1,035 SQ.FT.	1,035 SQ.FT.
B2	TWO BEDROOM TWO BATH	4	1,125 SQ.FT.	4,500 SQ.FT.
B2 PART. 1	TWO BEDROOM TWO BATH	2	1,125 SQ.FT.	2,250 SQ.FT.
B2 ALT. 1	TWO BEDROOM TWO BATH	6	1,125 SQ.FT.	6,750 SQ.FT.
B2 PART. 1 ALT. 1	TWO BEDROOM TWO BATH	6	1,125 SQ.FT.	6,750 SQ.FT.

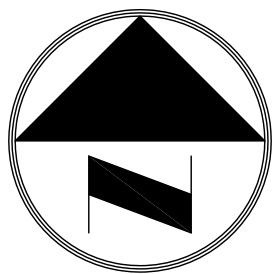
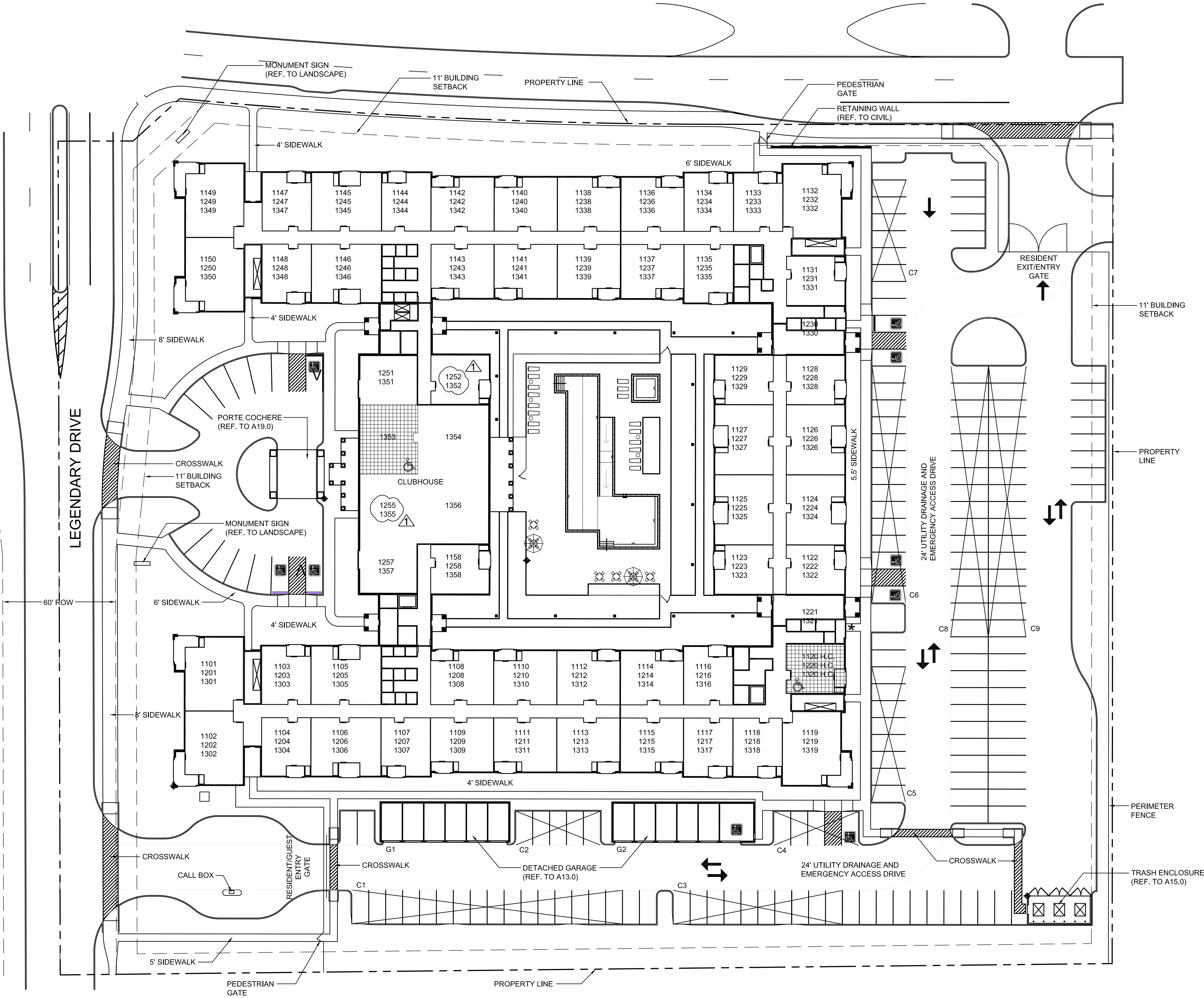


H.C. UNIT HATCH

* DENOTES FIRE RISER ROOM LOCATION

H.C. INFORMATION

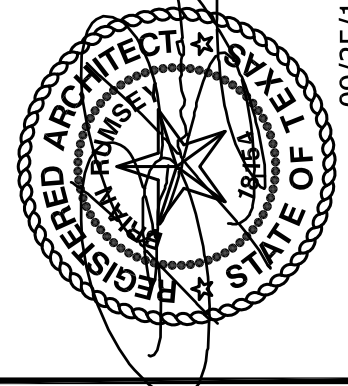
1. A1-H.C. UNIT #1120
2. A1-H.C. PART. 1 UNIT #1220
3. A1-H.C. PART. 1 UNIT #1320
4. B1-H.C. UNIT #1353



0 15 30 60 120
GRAPHIC SCALE IN FEET

CONSTRUCTION
ISSUE
DATE: 09/25/2015

01 SITE PLAN
1" = 30'



ARCHITECT:
CROSS ARCHITECTS, PLLC
1255 W. 15TH STREET, SUITE 125
PLANO, TEXAS 75075
P: 972.398.6644
F: 972.312.8666
BRUMSEY@CROSSARCHITECTS.COM



ASPENS AT WADE PARK
FRISCO, TX

PROJECT:
ASPENS AT WADE PARK
FRISCO, TEXAS

162 UNITS

REVISIONS

NO	DATE
1	07/31/15

DATE: 06/18/15

PROJ. NO.: 14072

SHEET NUMBER

A1.0
SITE / ADDRESS
PLAN

Copyright © 2015

Exhibit 1 cont.

SITE DATA
6.019 ACRES
185 UNITS
30.76 UNITS PER ACRE
KNOWN FLOOD PLAIN SHOWN
KNOWN EASEMENTS SHOWN
NO DETENTION NEEDED

SITE AMENITIES

CLUBHOUSE
CONTROLLED ACCESS GATES
SECURED ENTRY
FITNESS CENTER
SWIMMING POOL
DOG PARK
GAZEBO
LAUNDRY
BBQ PAVILION
BUSINESS CENTER
COMMUNITY ROOM
WIFI
HORSESHOE PIT
PUTTING GREEN
LIGHTED PATHWAY ALONG ACCESSIBLE ROUTES
COMMUNITY LIBRARY
ARTS & CRAFTS ROOM

UNIT TABULATION			
UNIT TYPE	# UNITS	UNIT S.F.	TOTAL S.F.
A1 - ONE BEDROOM, ONE BATH	46	700 S.F.	32,200 S.F.
A2 - ONE BEDROOM, ONE BATH	48	700 S.F.	33,600 S.F.
B1 - TWO BEDROOM, TWO BATH	91	900 S.F.	81,900 S.F.
TOTAL	185		147,700 S.F.

BUILDING TABULATION					
TYPE	# BLDGS	UNITS/BLDG.	UNIT TYPES.	BLDG. S.F.	TOTAL S.F.
A	1	185	A1,A2 & B1	147,700 S.F.	147,700 S.F.
TOTAL	1	185			147,700 S.F.

ACCESSIBLE (HC) UNIT INFORMATION

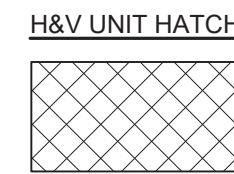
A1-HC UNIT @ BLDG #1, UNIT #133
BLDG #1, UNIT #157
BLDG #1, UNIT #220
BLDG #1, UNIT #245
BLDG #1, UNIT #342

B1-HC UNIT @ BLDG #1, UNIT #109
BLDG #1, UNIT #144
BLDG #1, UNIT #206
BLDG #1, UNIT #226
BLDG #1, UNIT #349



HEARING & VISUAL (HV) UNIT INFORMATION

A1-H&V UNIT @ BLDG #1, UNIT #152
BLDG #1, UNIT #229
B1-H&V UNIT @ BLDG #1, UNIT #116
BLDG #1, UNIT #244



PARKING TABULATION	
PARKING REQUIRED:	
UNITS = 1 /UNIT	185
COMMON AREA = 1 /100 S.F.	30
TOTAL SPACES REQUIRED	215
PARKING PROVIDED:	215
UNCOVERED	
HC STALLS (12)	
TOTAL SPACES PROVIDED	215

PARKING SPACES		
PARKING SPACE	9'-0" X 18'-0"	
HANDICAP SPACE	9'-0" X 18'-0"	
AISLE	5'-0" X 18'-0"	
VAN HANDICAP SPACE	9'-0" X 18'-0"	
AISLE	8'-0" X 18'-0"	

BUILDING KEY

 BUILDING NUMBER
BUILDING TYPE

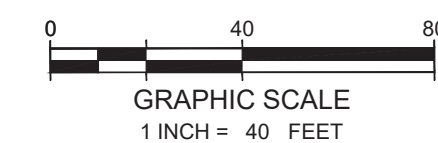
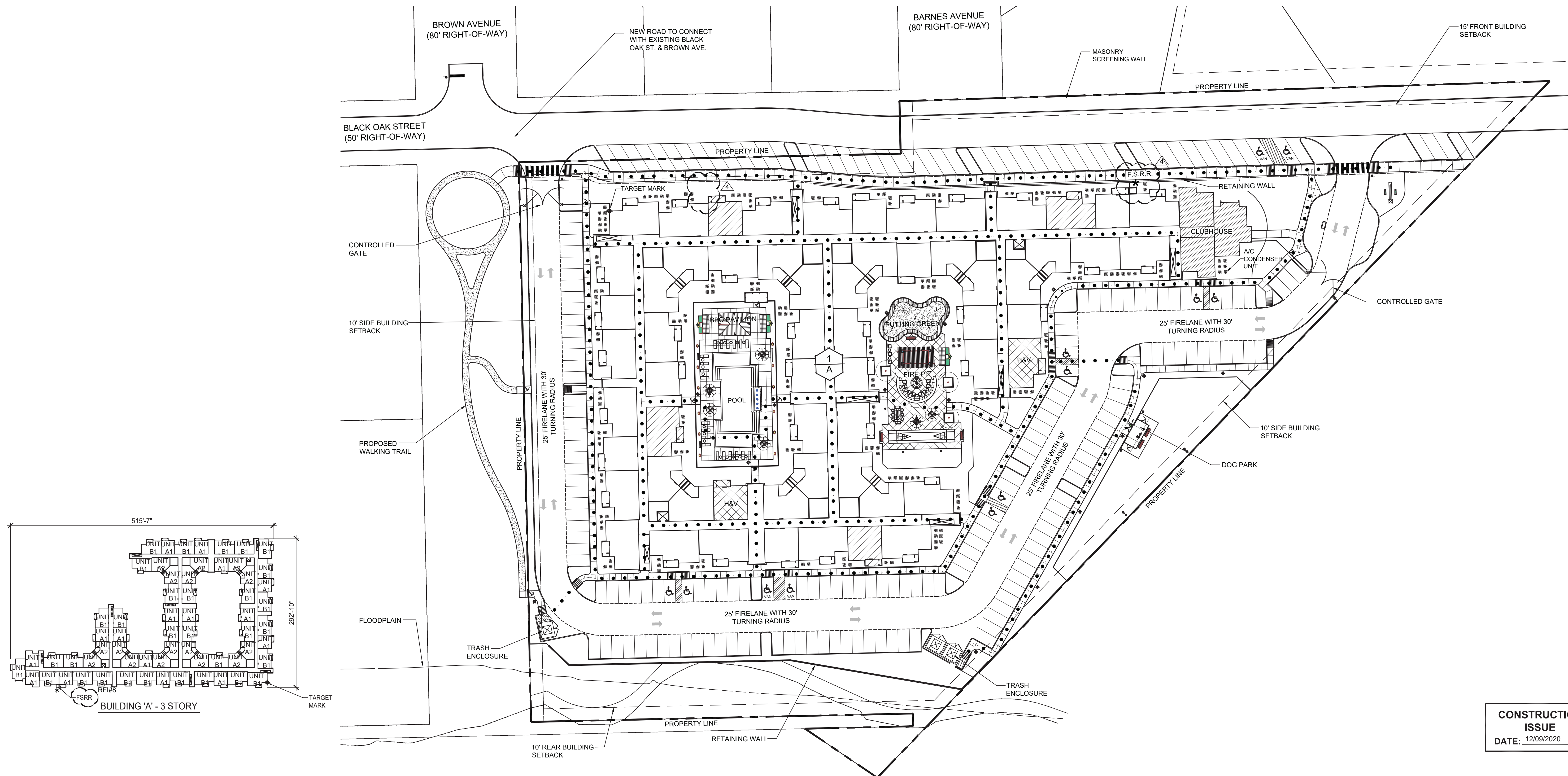
ADDRESS KEY

XXX

UNIT NUMBER

FLOOR NUMBER

LEGEND	
PROPERTY LINE	
EASEMENTS/SETBACKS	
TARGET MARK	
HANDICAP PARKING	
HANDICAP VAN PARKING	
A/C CONDENSING UNIT	
FIRE SPRINKLER RISER ROOM & FDC	
ACCESSIBLE ROUTE	



(0-

ARCHITECTURAL SITE PLAN

SCALE: 1" = 40'-0"



11/11/2020 5



Cross
architects

ARCHITECT:
CROSS ARCHITECTS, PLLC
879 JUNCTION DRIVE
ALLEN, TEXAS 75013
P: 972.398.6644
WWW.CROSSARCHITECTS.COM

GALA AT FATE SENIOR LIVING
FATE, TEXAS

DATE: 05/18/2020

PROJECT NUMBER:
19101

REVISIONS

NO	DATE
4	11/11/2020

ISSUED FOR:

PERMIT

SHEET NUMBER

A1.0

ARCHITECTURAL SITE PLAN

COPYRIGHT © 2020

CITY OF ANNA, TEXAS
**(Property zoned under this ordinance is generally located at the northeast corner of
Finley Boulevard and Florence Way)**

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 from Anna Town Center Mixed Use, LLC on Property described in Exhibit 1 ("Property") attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located at the northeast corner of Finley Boulevard and Florence Way was zoned by Ordinance No. 129-2004; 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 amending the zoning of the Property described in Exhibit 1 and 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, age restricted, Multiple-Family Residential - High Density District.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City's Zoning Ordinance shall apply.

3. Development Standards.

A. 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 MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

- i. Multiple-family residences shall be age restricted (55+)
- ii. Maximum height (feet): 3 stories / 50 feet
- iii. Parking: A minimum of 1 off-street parking spaces shall be provided per bedroom provided that the community constructed is an age restricted community. Required parking may not be provided within the required front yard. 0.2 spots per dwelling unit shall be provided as guest parking and is included in the overall 1 space per bedroom parking ratio.
- iv. Covered Parking: 50% of the required parking must be covered
- v. Perimeter Fence:
 - a. Fencing between single family lots and multi-family development shall consist of a 10-foot-wide landscape buffer with an ornamental metal fence, such as wrought iron or tubular steel no less than six feet in height, with masonry columns at no more than 50-foot intervals along with a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers. The vegetative screen may be planted within any required landscape buffer.
 - b. Border screening on any perimeter not abutting a single-family lot or public right-of-way shall consist of ornamental metal fencing, such as wrought iron or tubular steel not less than six feet in height along with masonry columns at no more than 50-foot intervals
- vi. Refuse facilities: Every dwelling unit in a multiple-family complex shall be located within 300 feet of a refuse facility, measured along the designated

pedestrian and vehicular travel way. There shall be available at all times at least six cubic yards of refuse container per 35 multiple-family dwelling units. For complexes with less than 30 units, no less than four cubic yards of refuse container shall be provided. Each refuse facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Refuse containers shall be provided and maintained in a manner to satisfy city public health and sanitary regulations.

B. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Conceptual Development plan. Non-substantial changes of detail on the final development plan(s) that differ from the Conceptual Development plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.

C. The Conceptual Development Plan will expire after two (2) years of approval.

Section 3. Official Zoning Map

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. Savings, Repealing and Severability Clauses

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

Section 5. **Penalty**

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

Section 6. **Publication of the Caption and Effective Date**

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

PASSED by the City Council of the City of Anna, Texas this 28th day of September 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT 1 - PAGE 1 OF 2

PROPERTY DESCRIPTION

BEING a tract of land situated in the Granderson Stark Survey, Abstract No. 798, City of Anna, Collin County, Texas and being part of a tract of land described in Special Warranty Deed with Vendor's Lien to Anna Town Center Mixed Use LLC, recorded in Instrument No. 20150317000291340, Official Public Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with plastic cap stamped "RPLS 4838" found at the northeast corner of Lot 1, Block 1 Anna Crossing Addition - Phase 11 according to the plat recorded in Instrument No. 20180914010004340 of said Official Public Records and at a point the south line of Anna Crossing Phase 7 according to the plat recorded in Instrument No. 20180907010004210 of said Official Public Records;

THENCE with the east line of said Lot 1, Block 1, South 10°25'10" East, a distance of 53.08 to a 5/8" iron rod with plastic cap stamped "RPLS 4838" found for the **POINT OF BEGINNING**;

THENCE departing said east line of Lot 1, Block 1 and with the south line of said Anna Crossing Phase 7, the following courses and distances:

North 88°55'50" East, a distance of 841.94 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 72°37'22" East, a distance of 83.18 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner in the northwest right-of-way line of Finley Drive (an 80-foot right-of-way) and for the southeast corner of said Anna Crossing Phase 7;

THENCE with said northwest right-of-way line of Finley Drive, the following courses and distances:

South 37°33'48" West, a distance of 796.51 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 1°03'23", a radius of 960.00 feet, a chord bearing and distance of South 38°06'29" West, 17.70 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 17.70 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

South 50°09'15" West, a distance of 74.01 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 6°28'26", a radius of 948.00 feet, a chord bearing and distance of South 46°15'38" West, 107.06 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 107.12 feet to an "X" cut in concrete set for corner;

South 49°29'51" West, a distance of 32.99 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner at the eastern end of a right-of-way corner clip of said northwest right-

of-way line of Finley Drive and the northeast right-of-way line of Florence Way (an 80-foot right-of-way);

EXHIBIT 1 - PAGE 2 OF 2

THENCE with said right-of-way corner clip, North 85°30'09" West, a distance of 21.17 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner;

THENCE with said northeast right-of-way of Florence Way, the following courses and distances:

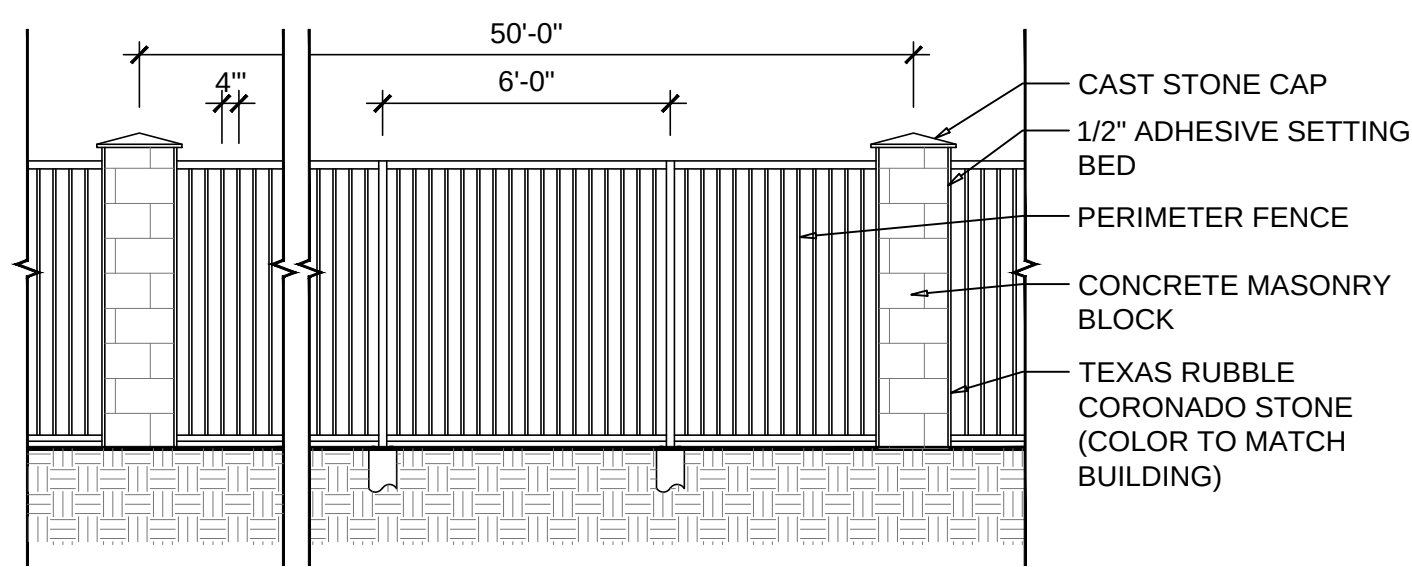
North 40°30'09" West, a distance of 79.16 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 29°43'25", a radius of 460.00 feet, a chord bearing and distance of North 25°38'27" West, 235.97 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 238.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner in the south line of said Lot 1, Block 1

THENCE with said south line of Lot 1, Block 1, North 89°42'47" East, a distance of 5.33 feet to a point on a vault being the southeast corner of said Lot 1, Block 1;

THENCE with said east line of Lot 1, Block 1, North 10°25'09" West, a distance of 531.46 feet to the **POINT OF BEGINNING** and containing 9.9258 acres or 432,369 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.



02 SCREEN WALL DETAIL
1/4" = 1'-0"

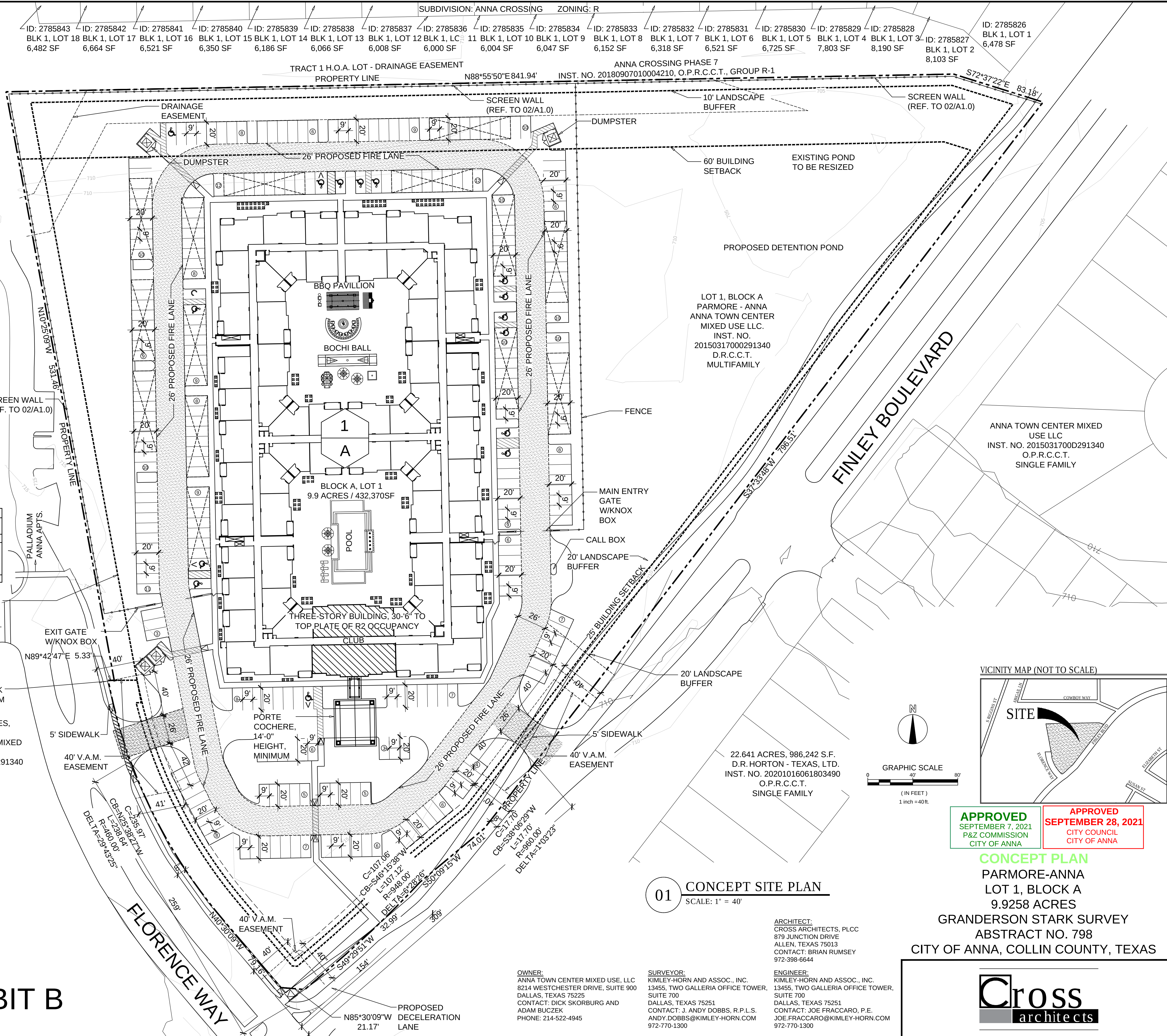
ANNA CROSSING
ADDITION - PHASE 11
INST. NO. 20180914010004340
O.P.R.C.C.T.
MULTIFAMILY

9.482 ACRES, 413,036 S.F.
PALLADIUM, ANNA, LTD.
INST. NO. 20170606000732170
O.P.R.C.C.T.
MULTIFAMILY

OPEN SPACE AREA REQUIRED	
(97 - 1 BEDROOM) 1 BEDROOM = 600 SF OPEN SPACE	
(88 - 2 BEDROOM) EACH ADDITIONAL BEDROOM OVER 1 BEDROOM = 300 SF OPEN SPACE	
TOTAL OPEN SPACE REQUIRED	137,400 SF
OPEN SPACE AREA PROVIDED	
SITE LANDSCAPE	121,572 SF
DETENTION POND AREA	73,219 SF
SITE AMENITIES	22,214 SF
TOTAL OPEN SPACE PROVIDED	183,684 SF

Site Data Summary Table	
Item	Lot 1*
Zoning (from zoning map)	PD-MF-2
Land Use (from Zoning Ordinance)	Multifamily
Lot Area (square feet & acres)	432,370 sf / 9.9 acres
Building Footprint Area (square feet)	69,113 sf
Total Building Area (square feet)	184,782 sf
Building Height (# stories)	3 stories
Building Height (feet - distance to tallest building element)	30'-6" to top plate
Lot Coverage (percent - x.xx%)	16%
# of studios / Minimum square feet	N/A
# of 1 bedrooms / Minimum unit size	97 / 710 sf
# of 2 bedrooms / Minimum unit size	88 / 939 sf
# of 3 bedrooms / Minimum unit size	N/A
Total Unit Count	185
Parking Ratio (from Zoning Ordinance)	1 per bedroom
Required Parking (# spaces)	275
Provided Parking (# spaces)	275
Accessible Parking Required (# spaces)	13
Accessible Parking Provided (# spaces)	16
Required internal landscape area (square feet - 8 square feet per parking space)	2,168 sf
Additional interior landscape area provided (square feet)	19,784 sf
Total Landscape Area (square feet)	21,952 sf

EXHIBIT B



01 CONCEPT SITE PLAN
SCALE: 1" = 40'

ARCHITECT:
CROSS ARCHITECTS, PLLC
879 JUNCTION DRIVE
ALLEN, TEXAS 75013
CONTACT: BRIAN RUMSEY
972-398-6644

SURVEYOR:
KIMLEY-HORN AND ASSOC., INC.
13455, TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75251
CONTACT: J. ANDY DOBBS, R.P.L.S.
ANDY.DOBBS@KIMLEY-HORN.COM
972-770-1300

ENGINEER:
KIMLEY-HORN AND ASSOC., INC.
13455, TWO GALLERIA OFFICE TOWER,
SUITE 700
DALLAS, TEXAS 75251
CONTACT: JOE FRACCARO, P.E.
JOE.FRACCARO@KIMLEY-HORN.COM
972-770-1300

CONCEPT PLAN
PARMORE-ANNA
LOT 1, BLOCK A
9.9258 ACRES
GRANDERSON STARK SURVEY
ABSTRACT NO. 798
CITY OF ANNA, COLLIN COUNTY, TEXAS



CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR PARMORE-ANNA, BLOCK A, LOT 1.

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

WHEREAS, Anna Town Center Mixed Use, LLC, has submitted an application for the approval of the Concept Plan for Parmore-Anna, Block A, Lot 1; 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 Parmore-Anna, Block A, Lot 1 attached hereto as Exhibit A.

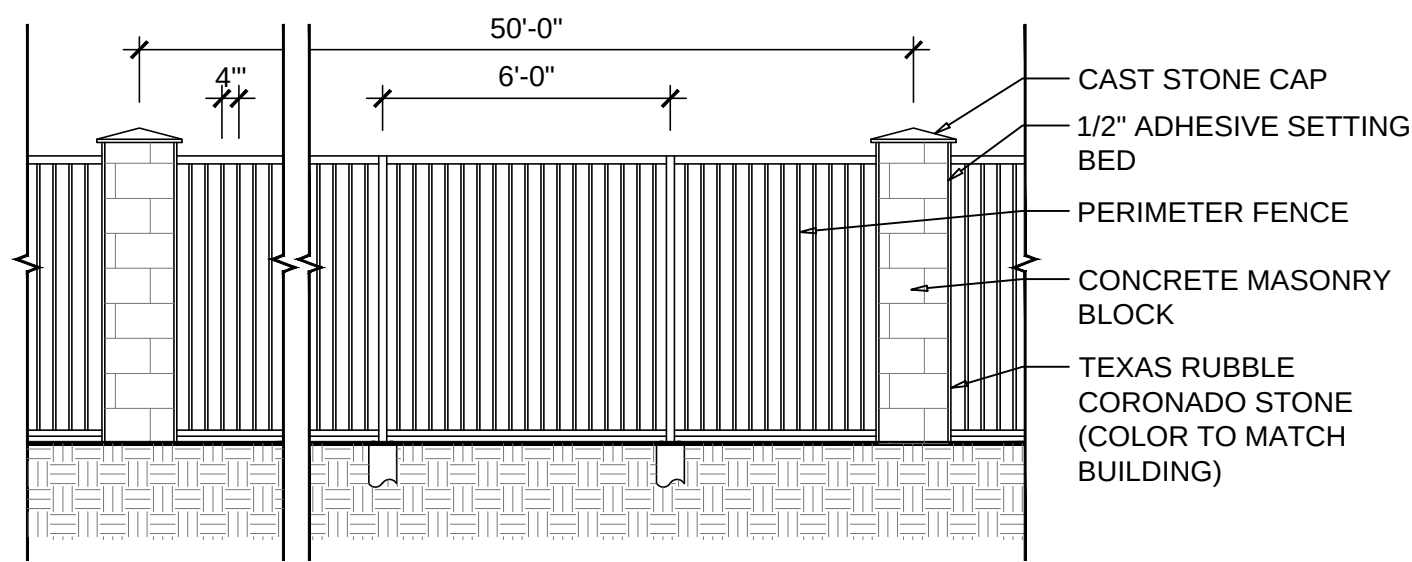
PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 28th day of September 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



02 SCREEN WALL DETAIL
1/4" = 1'-0"

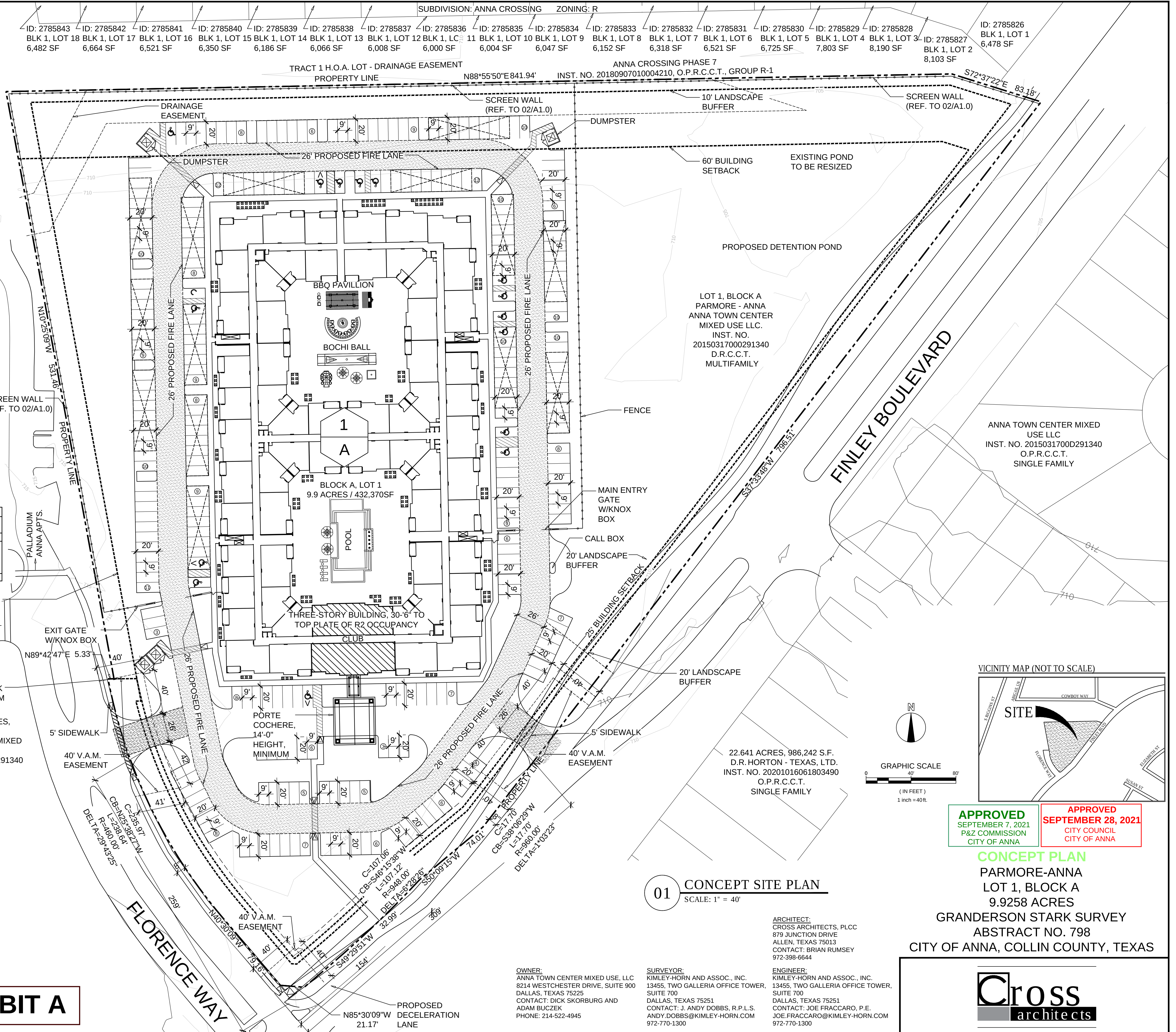
ANNA CROSSING
ADDITION - PHASE 11
INST. NO. 20180914010004340
O.P.R.C.C.T.
MULTIFAMILY

9.482 ACRES, 413,036 S.F.
PALLADIUM, ANNA, LTD.
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MULTIFAMILY

OPEN SPACE AREA REQUIRED	
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Required internal landscape area (square feet - 8 square feet per parking space)	2,168 sf
Additional interior landscape area provided (square feet)	19,784 sf
Total Landscape Area (square feet)	21,952 sf

EXHIBIT A





Item No. 7.c.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

The Grand at Anna Town Square - Zoning & Concept Plan (Director of Development Services Ross Altobelli)

- 1) Conduct a public hearing to consider public comments regarding a request to rezone 13.4± acres located at the southwest corner of Finley Boulevard and Florence Way from Planned Development-General Commercial/Multiple-Family – High Density (PD-C-2/MF-2) to Planned Development-Multiple-Family- High Density (PD-MF-2).
- 2) Consider/Discuss/Action on an Ordinance approving the PD-MF-2 zoning request to allow for a multiple-family residence development with modified development standards.
- 3) Consider/Discuss/Action on a recommendation on a Resolution approving the Concept Plan, The Grand at Anna Town Square, Block A, Lot 1, associated with the rezoning request.

SUMMARY:

The subject property is located within portions of District G (Town Center Zone) and District H (Southern Town Center Zone) of the Anna Crossing zoning. Both districts allow multiple-family residence by-right. Staff is recommending the property be rezoned rather than amended in order to clean-up the zoning district boundary associated with the current request.

Proposed Planned Development Stipulations

Design Standards – The existing zoning currently permits 3-story multiple-family residences. The language in the proposed stipulations re-establishes the allowed use with the same maximum height of 3 stories or 50 feet.

Parking – Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25 spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is proposing to reduce only the required parking for one-bedroom and studio units to 1.5 space and reduce the amount of covered parking to 40%.

- The zoning will maintain the required two (2) spaces per two or more-bedroom units and additional 0.25 visitor parking requirements.

Screening fence – The MF-2 zoning requires border fencing of masonry construction not less than eight feet in height be installed along the property line on any perimeter not abutting a public street right-of-way.

- The applicant is requesting to install a six-foot-high ornamental metal fence with masonry columns. Additionally, along any perimeter not abutting a public right-of-way the site will include a 20-foot-wide landscape buffer with vegetative screening.

Refuse Facilities – Rather than have multiple dumpsters, the application is proposing one compactor on-site. Additionally, the development will utilize a valet waste service to collect residents trash directly on scheduled days.

To help support and justify the modified standards the applicant has provided additional information (Exhibit 1).

Recommendation

The proposed zoning and concept plan are in conformance with elements of the City of Anna Strategic Plan. The multiple-family residence land use is currently allowed by-right on the property. The proposed development stipulations/restrictions allow for a superior development than what would be allowed under existing zoning allowances.

At their Tuesday, September 7, 2021 meeting, the Planning & Zoning Commission recommended approval of the Zoning (6-1) and Concept Plan (6-1).

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:

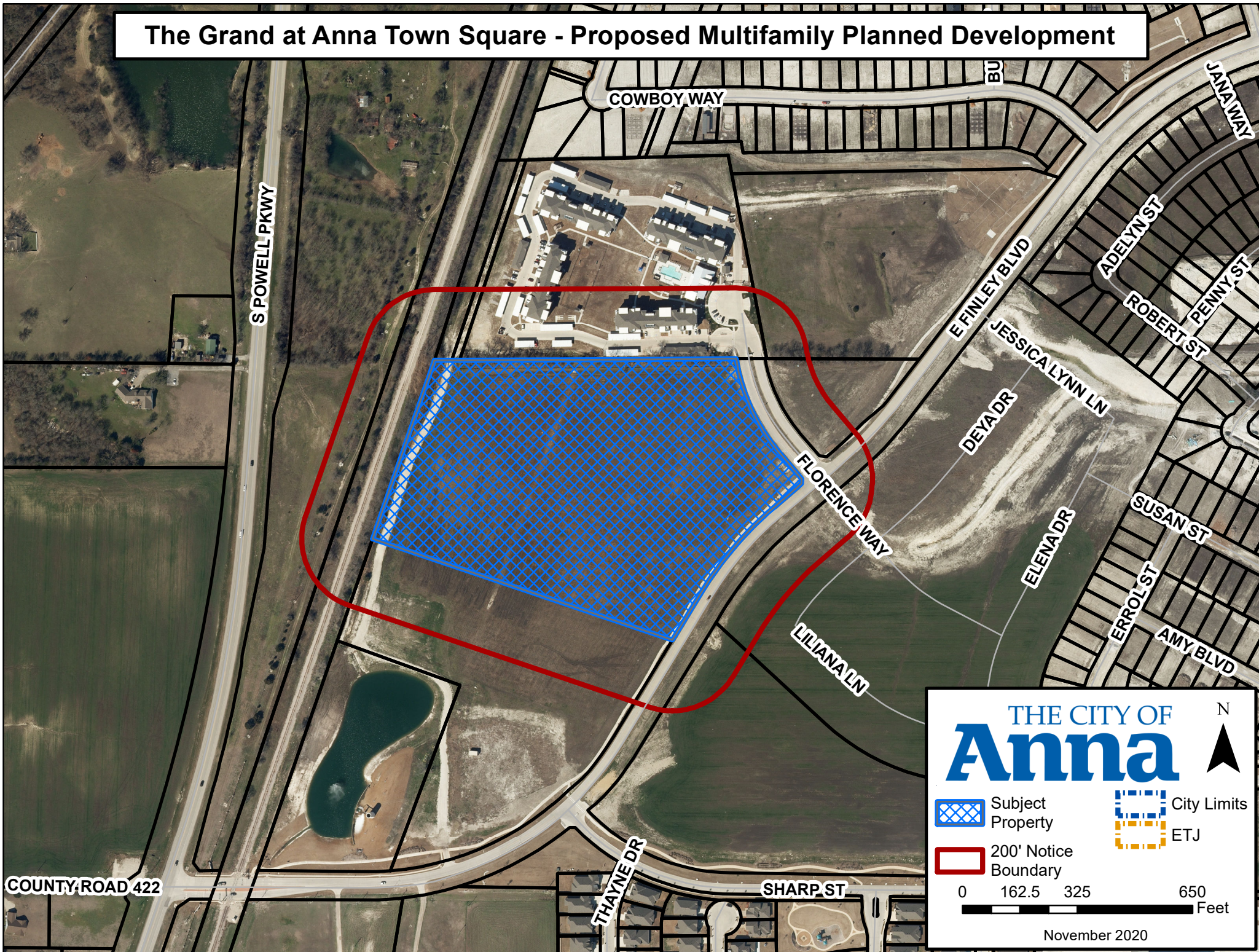
1. Notification Location Map
2. PZ - ZONING REPORT (The Grand at Anna Town Square)
3. EXHIBIT 1 - P&Z write-up (The Grand at Anna Town Square stipulation justification)
4. Ordinance - The Grand at Anna Town Square
5. Exhibit 1 - Ord. (Metes & Bounds -The Grand at Anna, Bl A, Lt 1)
6. Exhibit 2 - Ord. (CP-The Grand at Anna, Bl A, Lt 1)
7. RESOLUTION- CP (The Grand at Anna Town Square, BL A, Lt 1)
8. Exhibit A - Res. (CP-The Grand at Anna, Bl A, Lt 1)

APPROVALS:

Ross Altobelli, Director of Development Services
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/23/2021
Approved - 9/23/2021
Final Approval - 9/24/2021

The Grand at Anna Town Square - Proposed Multifamily Planned Development



CITY OF ANNA

PLANNING & ZONING COMMISSION

September 7, 2021

Public Hearing: Zoning – PD-MF-2 (The Grand at Anna Town Square)

Applicant: Anna Town Center Mixed Use, LLC

DESCRIPTION:

Request to rezone 13.4± acres located at the southwest corner of Finley Boulevard and Florence Way from Planned Development-General Commercial/Multiple-Family – High Density (PD-C-2/MF-2) (Ord. No. 129-2004) to Planned Development-Multiple-Family-High Density (PD-MF-2) with modified development standards for multiple-family residences on one lot.

REMARKS:

The subject property is located within portions of District G (Town Center Zone) and District H (Southern Town Center Zone) of the Anna Crossing zoning. Both districts allow multiple-family residence by-right. Staff is recommending the property be rezoned rather than amended in order to clean-up the zoning district boundary associated with the current request. Additionally, the applicant is requesting to modify MF-2 Multiple-Family Residential – High Density (MF-2) development standards pertaining to parking, fencing, and refuse facilities.

A concept plan, The Grand at Anna Town Square Block A, Lot 1, accompanies this request.

Surrounding Land Uses and Zoning

North	Existing multiple-family residences (Anna Crossing Phase 11 - Palladium apartments)
East	Across Finley Boulevard single-family residences (Anna Crossing Villas).
South	Vacant Land zoned for commercial and/or multiple-family residences
West	D.A.R.T. R.O.W.

Proposed Planned Development Stipulations

Design Standards – The existing zoning currently permits 3-story multiple-family residences. The language in the proposed stipulations re-establishes the allowed use with the same maximum height of 3 stories or 50 feet.

Parking – Sec. 9.04.037 (Parking space regulations) of the Zoning Ordinance require a minimum of 2 parking spaces per dwelling unit for multiple-family dwellings, plus 0.25

spaces per dwelling unit for visitor parking. Additionally, 75% of the required parking is required to be covered.

- The applicant is proposing to reduce only the required parking for one-bedroom and studio units to 1.5 space and reduce the amount of covered parking to 40%.
- The zoning will maintain the required two (2) spaces per two or more-bedroom units and additional 0.25 visitor parking requirements.

Screening fence – The MF-2 zoning requires border fencing of masonry construction not less than eight feet in height be installed along the property line on any perimeter not abutting a public street right-of-way.

- The applicant is requesting to install a six-foot-high ornamental metal fence with masonry columns. Additionally, along any perimeter not abutting a public right-of-way the site will include a 20-foot-wide landscape buffer with vegetative screening.

Refuse Facilities – Rather than have multiple dumpsters, the application is proposing one compactor on-site. Additionally, the development will utilize a valet waste service to collect residents trash directly on scheduled days.

To help support and justify the modified standards the applicant has provided additional information (Exhibit 1).

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

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

ISSUES:

Building Height: The existing/current zoning allows for multiple-family dwellings with a maximum height of 3-story/50 feet. The applicant's request maintains the current zonings height allowance.

Parking: The applicant is only requesting to reduce the amount of parking allocated for 1-bedroom and studio units while maintaining requirements for larger units and guest parking. Additionally, the applicant is requesting to reduce the amount of covered parking from 75% to 40%.

Screening Fence: To soften the visual appearance between the multiple-family residence development and surrounding residential developments (both multiple-family) the applicant is requesting to install wrought iron fencing with masonry columns rather than a solid masonry wall. Additionally, along property boundaries not abutting street R.O.W., the applicant is proposing a 20-foot-wide landscape buffer comprised of trees planted staggered at 25-foot centers.

SUMMARY:

Request to rezone 13.4± acres located at the southwest corner of Finley Boulevard and Florence Way from Planned Development-General Commercial/Multiple-Family – High Density (PD-C-2/MF-2) (Ord. No. 129-2004) to Planned Development-Multiple-Family-High Density (PD-MF-2) with modified development standards for multiple-family residences on one lot.

The proposed zoning and concept plan are in conformance with elements of the City of Anna Strategic Plan. The multiple-family residence land use is currently allowed by-right on the property. The proposed development stipulations/restrictions allow for a superior development than what would be allowed under existing zoning allowances.

RECOMMENDATION:

Recommended for approval as follows:

Restrictions:

1. The location of the planned development zoning district shall be in substantial conformance with the Concept Plan (Exhibit A).
2. Standards and Area Regulations: Development must comply with the development standards for use, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, and lighting, set forth in the MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

A. Maximum height (feet): 50 feet (3-story)

- B. Maximum number of units: 280
- C. Parking: A minimum of 1.5 off-street parking spaces shall be provided per one-bedroom and studio units, two (2) spaces per two or more-bedroom units, plus 0.25 per dwelling unit for visitor parking.
- D. Covered Parking: 40% of the required unit parking must be covered to include garages.
- E. Perimeter Fence: Border screening and fencing on any perimeter not abutting a public right-of-way shall consist of the following:
 - i. Ornamental metal fence, such as wrought iron or tubular steel no less than six feet in height along with masonry columns at no more than 50-foot intervals.
 - ii. 20-foot-wide landscape buffer consisting of a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers.
- F. Refuse facilities: Development shall have a minimum of one compactor onsite. Each compactor facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Refuse containers shall be provided and maintained in a manner to satisfy city public health and sanitary regulations. Development will utilize a valet waste service to collect residents trash directly on scheduled days.

EXHIBIT 1

The Grand at Anna Town Square – Zoning Standard Amendments

Parking Ratio

MF-2 Standard	Proposed Parking
Calls for 2 spaces per dwelling unit; plus 75% of the parking must be covered; an additional 0.25 spaces per unit for visitor parking is required.	- One-half (1.5) spaces per one-bedroom and studio units, two (2) spaces per two or more bedroom units. With this ratio and our unit mix; we would need 482 parking spaces. Our concept site plan has 552 parking spaces which includes tandem spaces and 12 handicap spaces. - Our justification for this amendment is based on actual unit mix. We have a much larger percent of 1 and 2 bedrooms in our unit mix. Our historical data and experience indicate our development will have more than adequate parking. - Studios = 12 1 Bedroom = 144 2 Bedroom = 118 3 Bedroom = 6 - We are proposing to have 193 covered spaces out of the proposed required parking (482 spaces). This is approximately 40% covered spaces which includes a minimum of 50 garages. - In our experience 30% to 40% covered spaces is the max that residents will actually rent. Covered parking should be based on market demand since these cost for these improvements must be passed on to the residents.

Unit Size

MF-2 Standard	Proposed Minimum Unit Size
According to staff, the city does not have any ordinance that regulates unit size for multi-family dwelling units.	- Studio minimum unit size: 575 SF 1 bedroom minimum unit size: 648 SF 2 bedroom minimum unit size: 987 SF 3 bedroom minimum unit size: 1,320 SF

Screening Fence

MF-2 Standard	Proposed Screening Fence
8' tall masonry border fence along property line not abutting a public street or right of way.	- Perimeter fence to be constructed with metal and masonry pilaster. - Justification: Our site is surrounded by public street and right of way on two sides. The other two sides are surrounded by multi-family zoning.

CITY OF ANNA, TEXAS
**(Property zoned under this ordinance is generally located at the southwest corner of
Finley Boulevard and Florence Way)**

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 from Anna Town Center Mixed Use, LLC on Property described in Exhibit 1 (“Property”) attached hereto and incorporated herein for all purposes as if set forth in full; and

WHEREAS, said Property generally located at the southwest corner of Finley Boulevard and Florence Way was zoned by Ordinance No. 129-2004; 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 amending the zoning of the Property described in Exhibit 1 and 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 Multiple-Family Residential - High Density District.

2. Definitions.

Except as otherwise provided herein, the definitions in Appendix 3 of the City's Zoning Ordinance shall apply.

3. Development Standards.

A. 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 MF-2 Multiple-Family Residential - High Density (MF-2) zoning district and the Planning and Development Regulations except as otherwise specified herein.

- i. Maximum height (feet): 50 feet (3-story)
- ii. Maximum number of units: 280
- iii. Parking: A minimum of 1.5 off-street parking spaces shall be provided per one-bedroom and studio units, two (2) spaces per two or more-bedroom units, plus 0.25 per dwelling unit for visitor parking.
- iv. Covered Parking: 40% of the required unit parking must be covered to include garages.
- v. Perimeter Fence: Border screening and fencing on any perimeter not abutting a public right-of-way shall consist of the following:
 - a. Ornamental metal fence, such as wrought iron or tubular steel no less than six feet in height along with masonry columns at no more than 50-foot intervals.
 - b. 20-foot-wide landscape buffer consisting of a vegetative screen comprised of minimum 3" caliber trees planted staggered at 25-foot centers.
- vi. Refuse facilities: Development shall have a minimum of one compactor onsite. Each compactor facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by a wall of masonry not less than seven feet nor more than eight feet in height or by an enclosure within a building. Refuse containers shall be provided and maintained in a manner to satisfy city public health and sanitary regulations. Development will utilize a valet waste service to collect residents trash directly on scheduled days.

- B. Plats and/or site plans submitted for the development of the PD shall conform to the data presented and approved on the Conceptual Development plan. Non-substantial changes of detail on the final development plan(s) that differ from the Conceptual Development plan may be authorized by the City Council with the approval of the final development plan(s) and without public hearing.
- C. The Conceptual Development Plan will expire after two (2) years of approval.

Section 3. **Official Zoning Map**

The official Zoning Map of the City shall be corrected to reflect the change in zoning described herein.

Section 4. **Savings, Repealing and Severability Clauses**

It is hereby declared to be the intention of the City Council that the words, sentences, paragraphs, subdivisions, clauses, phrases, and provisions of this ordinance are severable and, if any phrase, sentence, paragraph, subdivision, clause, or provision of this ordinance shall be declared unconstitutional or otherwise invalid or inapplicable by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality, invalidity or inapplicability shall not affect any of the remaining words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional, invalid or inapplicable words, sentences, paragraphs, subdivisions, clauses, phrases, or provisions. Further, all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are consistent and do not conflict with the terms and provisions of this ordinance are hereby ratified to the extent of such consistency and lack of conflict, and all ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict. Notwithstanding any provision of this ordinance or the Anna Code, it is intended that this ordinance fully comply with Chapter 3000 of the Texas Government Code ("Chapter 3000") and this ordinance shall and the City Code shall be interpreted in a manner to comply with Chapter 3000. For the purposes of this ordinance, any provision of the City Code that does not comply with Chapter 3000 shall be deemed to have been excluded and not a part of this ordinance.

Section 5. **Penalty**

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

Section 6. **Publication of the Caption and Effective Date**

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

PASSED by the City Council of the City of Anna, Texas this 28th day of September 2021.

ATTESTED:

APPROVED:

Carrie L. Land, City Secretary

Nate Pike, Mayor

EXHIBIT 1 - PAGE 1 OF 2

ANNA TOWN CENTER REZONING METES AND BOUNDS DESCRIPTION

GRANDERSON STARK SURVEY, ABSTRACT NUMBER 798 CITY OF ANNA, COLLIN COUNTY, TEXAS

BEING a 13.3722 acre tract of land located in the Granderson Stark Survey, Abstract Number 798, City of Anna, Collin County, Texas, said 13.3722 acre tract a portion of the remainder of a called 80.00 tract of land conveyed to **ANNA TOWN CENTER MIXED USE LLC**, by deed thereof filed for record in Instrument Number 20150317000291340, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), said 13.3722 acre tract being more particularly described by the metes and bounds as follows:

BEGINNING at a mag nail found on the north property line of the said 80.00 acre tract, said mag nail found being at the intersection of the south lot line of Lot 1, Block 1, Anna Crossing Addition Phase 11, being an Addition to the City of Anna, Collin County, Texas, according to the plat thereof filed for record in Instrument Number 2018-718, Plat Records, Collin County, Texas, with the west right-of-way line of Florence Way (being an 80 feet wide public right-of-way at this point, as shown on and dedicated by plat of Anna Crossing Phase 7, being an Addition to the City of Anna, Collin County, Texas, according to the plat thereof filed for record in Instrument Number 20180907010004210, O.P.R.C.C.T), said beginning point having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 7,173,011.23 and E: 2,564,438.53, said beginning point also being at the beginning of a curve to the left having a radius of 540.00 feet;

THENCE departing the said lot line, along the said right-of-way line and along the said curve to the left, an arc length of 294.92 feet and across a chord which bears South 24°51'20" East, a chord length of 291.26 feet to a 5/8 inch iron rod with a cap stamped "RPLS 4838" found;

THENCE continuing along the said right-of-way line the following courses and distances:

South 40°30'04" East, 96.13 feet;

South 04°29'56" West, 14.14 feet to a 5/8 inch iron rod with a cap stamped "RPLS 4838" found at the intersection of the said west right-of-way line of Florence Way with the northerly right-of-way line of Finley Boulevard (being an 80 feet wide public right-of-way at this point, as shown on and dedicated by the said plat of Anna Crossing Phase 7);

THENCE along the said northerly right-of-way line of Finley the following courses and distances:

South 49°29'56" West, 97.96 feet to the beginning of a curve to the left having a radius of 1,040.00 feet;

Along the said curve to the left, an arc length of 331.46 feet and across a chord which bears South 40°22'07" West, a chord length of 330.06 feet;

South 31°18'10" West, 81.45 feet;

THENCE North 71°14'35" West, departing the said northerly right-of-way line and over and across the said 80.00 acre tract, 861.30 feet to the an easterly property line of a tract of land conveyed to Dallas Area Rapid Transit, by deed thereof filed for record in Volume 5443, Page 5532, O.P.R.C.C.T;

THENCE North 18°45'25" East, along the said easterly property line, 480.72 feet to the said north property line of the 80 acre tract;

EXHIBIT 1 - PAGE 2 OF 2

ANNA TOWN CENTER REZONING METES AND BOUNDS DESCRIPTION

GRANDERSON STARK SURVEY, ABSTRACT NUMBER 798 CITY OF ANNA, COLLIN COUNTY, TEXAS

THENCE North 89°42'52" East, along the said north property line, at a distance of 21.60 feet passing a 1/2 inch iron rod with an illegible cap found at the southwest lot corner of said Lot 1, Block 1, Anna Crossing Addition Phase 11, continuing along the said south lot line of Lot 1, in all a total distance of 807.83 feet to the **POINT OF BEGINNING**.

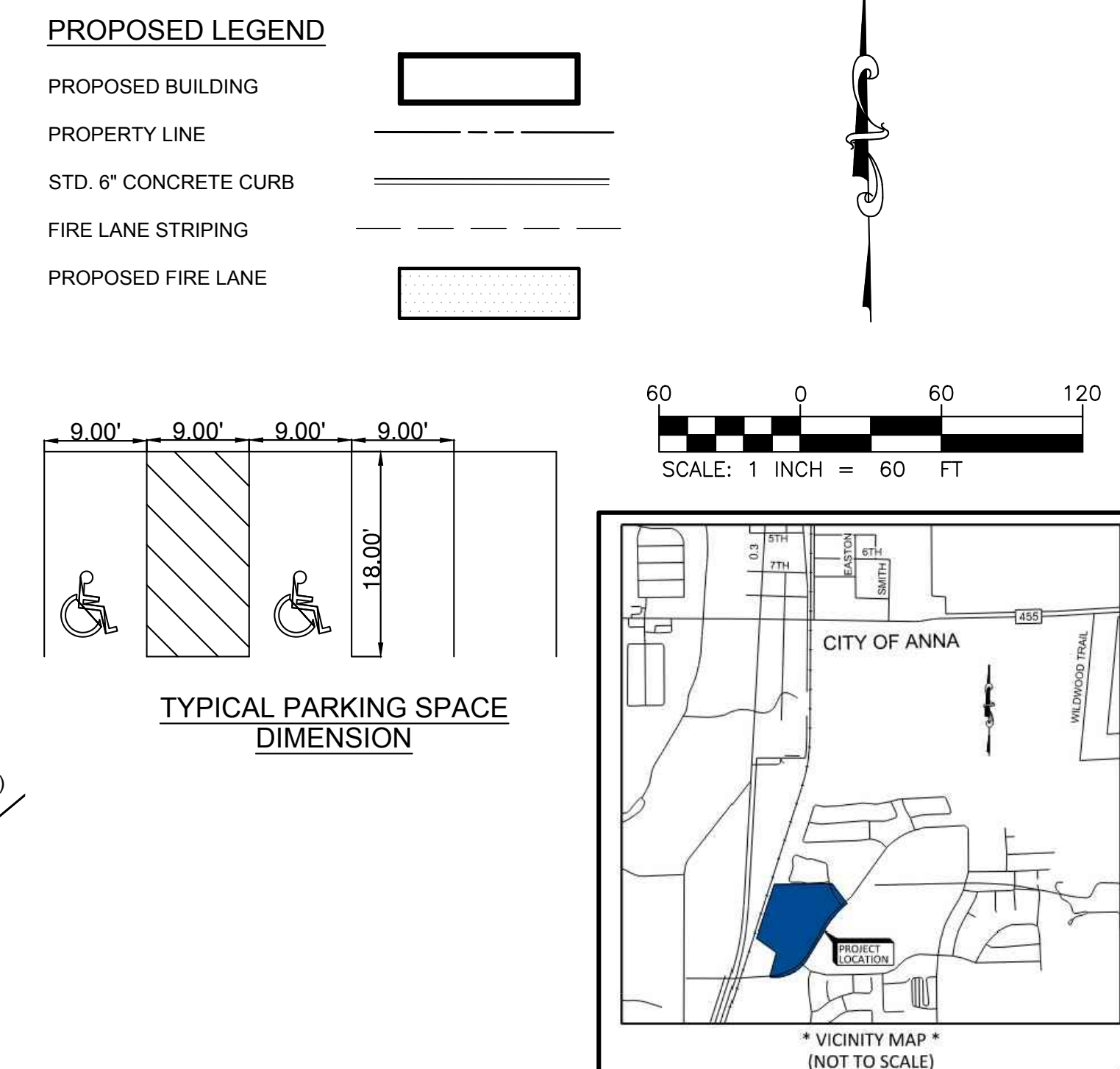
The herein above described tract of land contains a computed area of **13.3722 acres (582,494 square feet)** of land, more or less.

The bearings recited herein above are based on a local coordinate system based on NAD83 Texas North Central Zone 4202, derived from GPS RTK observations using the North Texas VRS Network (maintained by Allterra Central, Inc.)

Note: This metes and bounds description shall be used for ZONING PURPOSES only, and shall not be used for conveyance purposes.



Eric S. Spooner, RPLS
Spooners & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900



Anna Site Data Summary Table	
Item	Lot #1*
General Site Data	
Proposed Zoning	PD-MF-2
Land Use (from Zoning Ordinance)	MF-2
Lot Area (square feet & acres)	13.37 Ac (582,494 SF)
Building Footprint Area (square feet)	115,947 SF
Total Building Area (square feet)	346,323 SF
Building Height (# stories)	3 story
Building Height (feet – distance to tallest building element)	45'-0" to top of roof ridge
Lot Coverage (percent – x.xx%)	19.90%
Multifamily Units	
12 of studios / Minimum square feet	575 SF
144 - 1 bedrooms / Minimum unit size	648 SF
118 - 2 bedrooms / Minimum unit size	987 SF
6 - 3 bedrooms / Minimum unit size	1,320 SF
Total Unit Count	280 units
Parking	
Parking Ratio (from Zoning Ordinance)	
Studio and 1 bedroom	1.5 Spaces per Dwelling Unit
2 bedroom	2 Spaces per Dwelling Unit
3 bedroom	2 Spaces per Dwelling Unit
Required Parking (# spaces)	482
Provided Parking (# spaces)	552
Accessible Parking Required (# spaces)	12
Accessible Parking Provided (# spaces)	12
A minimum of 193 of the parking spaces must be covered. Of the 193 spaces, there must be 50 garages.	
Landscape Area (including turf areas)	
Internal landscape area (square feet - 8 square feet per parking space)	22,993 SF
Open Space Area Required	
1 Bedroom = 600 SF Open space	
Each additional bedroom over 1 Bedroom = 300 SF Open space	
Total Open space Required	207,000 SF
Open Space Area Provided	
Site Landscape	141,521 SF
Detention Pond Area	20,575 SF
Site Amenities	135,405 SF
Total Open space Required	297,501 SF

PROPOSED PERIMETER FENCE TO BE CONSTRUCTED WITH METAL AND MASONRY PILASTER

APPROVED
SEPTEMBER 7, 2021
P&Z COMMISSION
CITY OF ANNA

APPROVED
SEPTEMBER 28, 2021
CITY COUNCIL
CITY OF ANNA

THIS DOCUMENT IS RELEASED FOR
THE PURPOSE OF INTERIM REVIEW,
MARK-UP, AND/OR DRAFTING
UNDER THE AUTHORITY OF
RYAN C. SAFFORD, P.E.
ON AUGUST 24 2021.
IT IS NOT TO BE USED FOR
CONSTRUCTION, BIDDING, OR
PERMIT PURPOSES.

811 now what's below.
Call before you dig. **PRELIMINARY NOT FOR CONSTRUCTION**

<u>ENGINEER</u>	<u>DEVELOPER</u>	<u>LANDSCAPE ARCHITECT</u>	<u>ARCHITECT</u>
BOWMAN CONSULTING GROUP, LTD 8201 Preston Road, Suite 700B Dallas, Texas 75225 [Phone] 972.497.2993 Contact: Ryan Safford, P.E.	CLX VENTURES 300 Crescent Court Dallas, TX 75201 [Phone] 469.517.2082 Contact: Todd Finley	MECKS DESIGN GROUP, INC 1755 N. Collins Blvd., Suite 300 Richardson, Texas 75001 [Phone] 972.690.7474 Contact: Herb Meeks	GSR ANDRADE 4121 Commerce St., Suite #1 Dallas, Texas 75226 [Phone] 214.824.7040 Contact: Welly Spungant

EXHIBIT 2

CONCEPT SITE PLAN THE GRAND AT ANNA TOWN SQUARE 13.37 ACRES GRANDERSON STARK SURVEY, ABST. 798 CITY OF ANNA, COLLIN COUNTY, TX 75409

DRAWING DATE: 8/23/2021		
DESIGN RS	DRAWN JG	CHKD RS
JOB No. 070416-01-001		

Bowman

© Bowman Consulting Group, Ltd.
T&PE Firm Registration No. F-14309

5601 Democracy Drive
Suite 205
Plano, Texas 75024

Phone: (972) 497-2990
Fax: (512) 327-4082
www.bowman.com

[illegible]

CONCEPT SITE PLAN

THE GRAND AT ANNA TOWN SQUARE
13.37 ACRES
BRANDERSON STARK SURVEY, ABST. 798
CITY OF ANNA, COLLIN COUNTY, TX 75409

CITY OF ANNA, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING A CONCEPT PLAN FOR THE GRAND AT ANNA TOWN SQUARE, BLOCK A, LOT 1.

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

WHEREAS, Anna Town Center Mixed Use, LLC, has submitted an application for the approval of the Concept Plan for The Grand at Anna Town Square, Block A, Lot 1; 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 The Grand at Anna Town Square, Block A, Lot 1 attached hereto as Exhibit A.

PASSED AND APPROVED by the City Council of the City of Anna, Texas, on this 28th day of September 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

DESIGN RS	DRAWN JG	CHECKED RS
JOB No. 070416-01-001		



Item No. 7.d.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021
Staff Contact: Ross Altobelli

AGENDA ITEM:

Vaquero DG Westminster, Zoning & Preliminary Plat (Director of Development Services Ross Altobelli)

- 1) Conduct a public hearing to consider public comments regarding a request to rezone 2.5± acres located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862 from Single-Family – Large Lot (SF-E) to General Commercial (C-2).
- 2) Consider/Discuss/Action on an Ordinance approving the C-2 rezoning request.
- 3) Consider/Discuss/Action on a recommendation on a Resolution approving the Preliminary Plat, Vaquero DG Westminster, Block A, Lot 1, associated with the rezoning request and development of the property.

SUMMARY:

The applicant is requesting to rezone the property in order to allow for a department store. The General Commercial (C-2) district is intended to accommodate those uses that are of city-wide and regional significance.

Staff is recommending City Council table the zoning and preliminary plat request to allow for additional time to finalize the incentive agreement with the applicant.

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:

Recommend the item be tabled to the Tuesday, October 12th City Council meeting.

ATTACHMENTS:

1. Notification Location Map

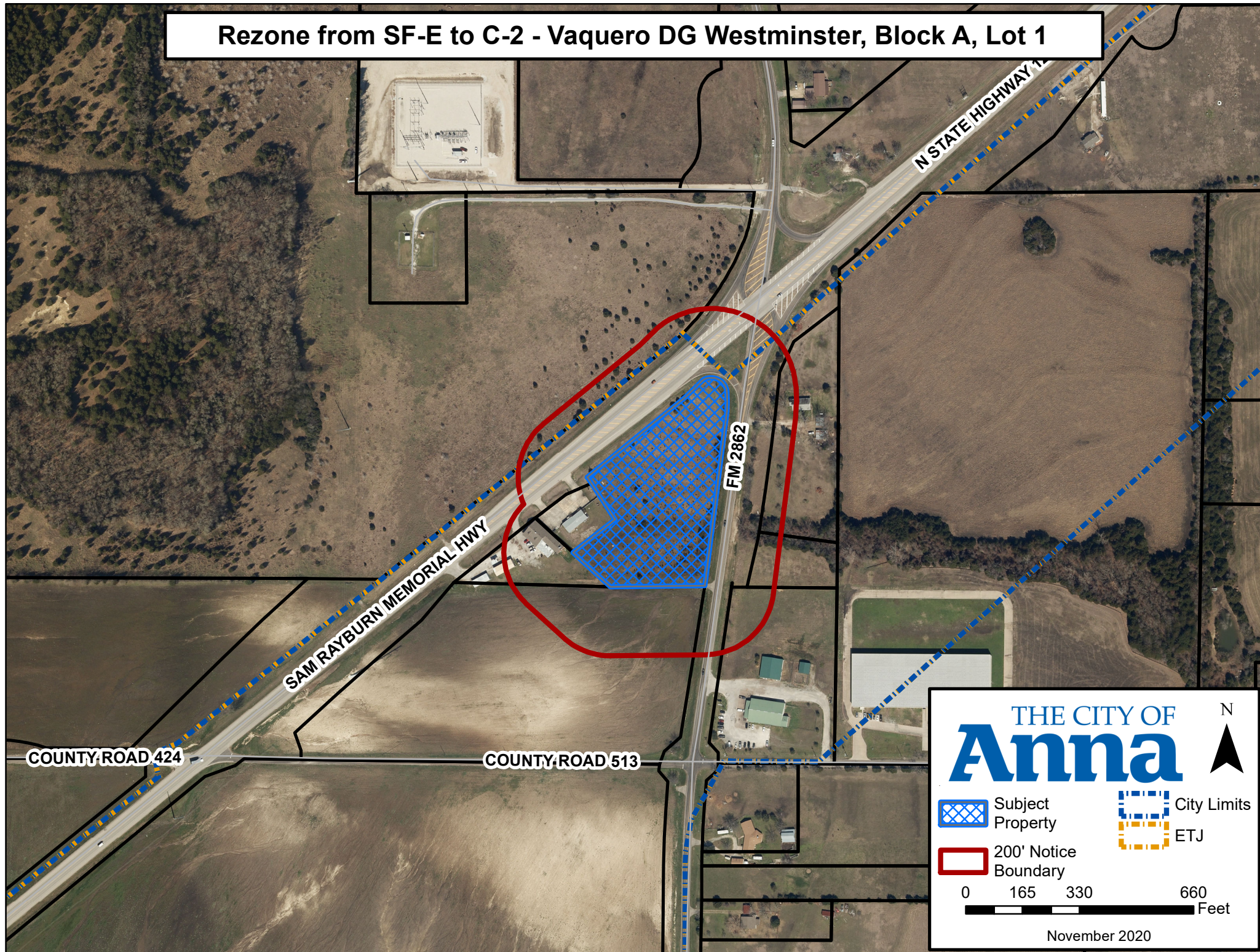
2. Zoning Write-Up - Vaquero DG Westminster
3. Response (ZC) Vaquero DG Westminster

APPROVALS:

Ross Altobelli, Director of Development Services
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/23/2021
Approved - 9/23/2021
Final Approval - 9/24/2021

Rezone from SF-E to C-2 - Vaquero DG Westminster, Block A, Lot 1



CITY OF ANNA

Planning & Zoning Commission

September 7, 2021

Zoning: Vaquero DG Westminster

Applicant: Westminster 121 Associates

DESCRIPTION:

Request to rezone 2.5± acres from Single-Family – Large Lot (SF-E) to General Commercial (C-2) to allow for a department store located at the southwest corner of State Highway 121 and Farm-to-Market Road 2862.

REMARKS:

The applicant is requesting to rezone the property in order to allow for a department store. The General Commercial (C-2) district is intended to accommodate those uses that are of city-wide and regional significance. Within this district are permitted retail, service, and office uses characteristic of retailing and wholesaling markets. This district is intended to accommodate commercial activities that cannot be accommodated in the C-1 Restricted Commercial District.

A preliminary plat, Vaquero DG Westminster Addition, Block A, Lot 1, accompanies this request.

Surrounding Land Use and Zoning

North	Across Sam Rayburn Highway, vacant tract. Located in the ETJ
East	Across FM 2862, Single-family residence, zoned SF-1
South	Vacant tract, zoned SF-E
West	Vacant building, zoned C-2

Conformance with the City of Anna Strategic Plan and Comprehensive Plan

Anna Vision 2036

1. Principle 6: Dynamic Business Community
 - a. Ability of neighbors to work in Anna
 - b. Attractive commercial centers with well-designed and well-maintained landscaping

City of Anna Goals for 2026

1. Goal 1: Growing Anna Economy
 - i. Expand the commercial tax base

Future Land Use Plan – The Future Land Use Plan designates this property as Community Commercial.

Community Commercial development is typically characterized by small, freestanding buildings containing one or more businesses. Unlike larger shopping centers that may attract regional customers, Community Commercial developments primarily provide services for residents of surrounding neighborhoods. Business types may include restaurants, local retail, medical offices, banks and other retail and services.

The proposed development conforms with the Future Land Use Plan for the commercial designation. Major corridors, such as Sam Rayburn Highway and Farm-to-Market 2862, are the most suitable locations for commercial uses due to the high visibility of passing traffic.



Adequacy of Public Facilities – The City does not currently service water nor sewer in this area. The property is served by the North Collin Special Utility District and will require an on-site sewage facility (septic).

SUMMARY:

The applicant is requesting to rezone the property in order to allow for a department store. The request is in conformance with elements of the City of Anna Strategic Plan and the Future Land Use Plan of the Comprehensive Plan by expanding the commercial tax base. The city's Planning & Development Regulations are in place to minimize impact to the existing adjacent residences. For these reasons, staff is in support of the requested rezoning from SF-E to C-2.

RECOMMENDATION:

Recommended for approval as submitted.



Please circle one:

In favor of request ☒

Neutral to request

Opposed to request

Comments:

By signing this letter, I declare I am the owner or authorized agent of the property at the address written below.

Basil & Ann Sideris
Name (Please Print)

B. Sideris
Signature

Basil Sideris
Ann B. Sideris
Address **4237 Livingston Ave.**
Dallas, TX 75205

8-20-21
Date

Please return form to:

USPS Mail:

City of Anna
Planning and Development Department
P.O. Box 776
Anna, TX 75409

Hand Delivery:

Planning and Development Department
Public Works Building
3223 N. Powell Parkway
Anna, TX 75409

Or by e-mail to LMECKE@annatexas.gov

Subject: Zoning Response



Item No. 7.e.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on an Ordinance changing the speed limit for SH 121 in the City limits of Anna, Texas to 65 miles per hour. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

TxDOT has been constructing roadway improvements to SH 121 between Melissa and the Collin County line. Following the substantial completion of the roadway improvements, TxDOT conducted a speed study and determined that SH 121 within the City limits of Anna should be set at 65 miles per hour, from the Collin County Outer Loop to County Road 1220. The study was completed in accordance with the requirements of the State of Texas and the Manual on Uniform Traffic Control Devices, and is attached as Exhibit A. Based on these results, TxDOT is requesting the City to adopt an Ordinance establishing a speed limit of 65 miles per hour for the portion of SH 121 within Anna's City Limits.

City staff have reviewed this request and the speed study data and concurs with TxDOT's findings. Adoption of the 65 miles per hour speed limit will ensure a consistent speed limit on SH 121 through the region.

FINANCIAL IMPACT:

None. TxDOT will install the necessary signage.

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. Ordinance - SH 121 Speed Limits C03029D20210921CR1
2. Exhibit A - TxDOT Speed Zone Study-City of Anna

APPROVALS:

Gregory Peters, Director of Public Works
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/23/2021

Approved - 9/23/2021

Final Approval - 9/24/2021

ORDINANCE NO.

CITY OF ANNA, TEXAS

SPEED ZONE ORDINANCE

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMITS ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF TRANSPORTATION CODE, SECTION 545.356 UPON STATE HIGHWAY 121 OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF ANNA, TEXAS,, AS SET OUT IN THIS ORDINANCE; AND PROVIDING A PENALTY OF A FINE NOT TO EXCEED \$200.00 FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, the City of Anna, Texas is a home-rule municipality in Collin County, Texas; and

WHEREAS, Section 545.356 of the Texas Transportation Code, provides that whenever the governing body of a municipality shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the municipality, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

SECTION 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Texas Transportation Code, Section 545.356, the following prima facie speed limits hereafter indicated for vehicles on the attached EXHIBIT "A" (speed zone map) and the maximum speed limit of 65 miles per hour is hereby determined and declared to be reasonable and safe; and such speed limit is hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows: the segment(s) of SH 121 within the City of Anna's corporate limits extending from the Collin County Outer Loop to County Road 1220.

SECTION 2. The Mayor of the City of Anna, Texas is hereby authorized to cause to be erected appropriate signs indicating such speed zones.

SECTION 3. 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 \$200 for each incidence of violation. Each violation is considered a separate offense and will be punished separately.

SECTION 4. 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 5. 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 28th day of September 2021.

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike



4777 EAST US HIGHWAY 80, MESQUITE, TEXAS 75150-6643 | 214-320-6100 | WWW.TXDOT.GOV

April 26, 2021

Control: 0549-03
Highway: SH 121
County: Collin

Mr. Jim Proce
City Manager
111 N. Powell Parkway
Anna, TX 75409

Subject: Speed Zones

Dear Mr. Proce:

Attached for your information and handling is a computer printout of the speed zone study on SH 121 in the City of Anna. The speed zone study was done after the completion of the reconstruction project and shows that the recommended speeds correspond to the speeds at which the normal and prudent driver is driving under the existing conditions.

To proceed with the changing of the speed limits, TxDOT requires a signed city ordinance matching the zones on the speed study. To assist the City in the preparation of the ordinance, a sample speed zone ordinance has been attached to serve as a guide. Please forward the signed ordinance to our office by June 11, 2021 for further processing. Upon receipt of the ordinance from the City of Anna, TxDOT will furnish and install the necessary signs at the proper locations. Should the City already have an ordinance on file that matches the limits shown on the study, please forward a copy of that to our office for our records.

If we may be of further assistance, please feel free to contact Bahman Afsheen, P.E. at the above address or by telephone at 214-320-6229.

Sincerely,

DocuSigned by:

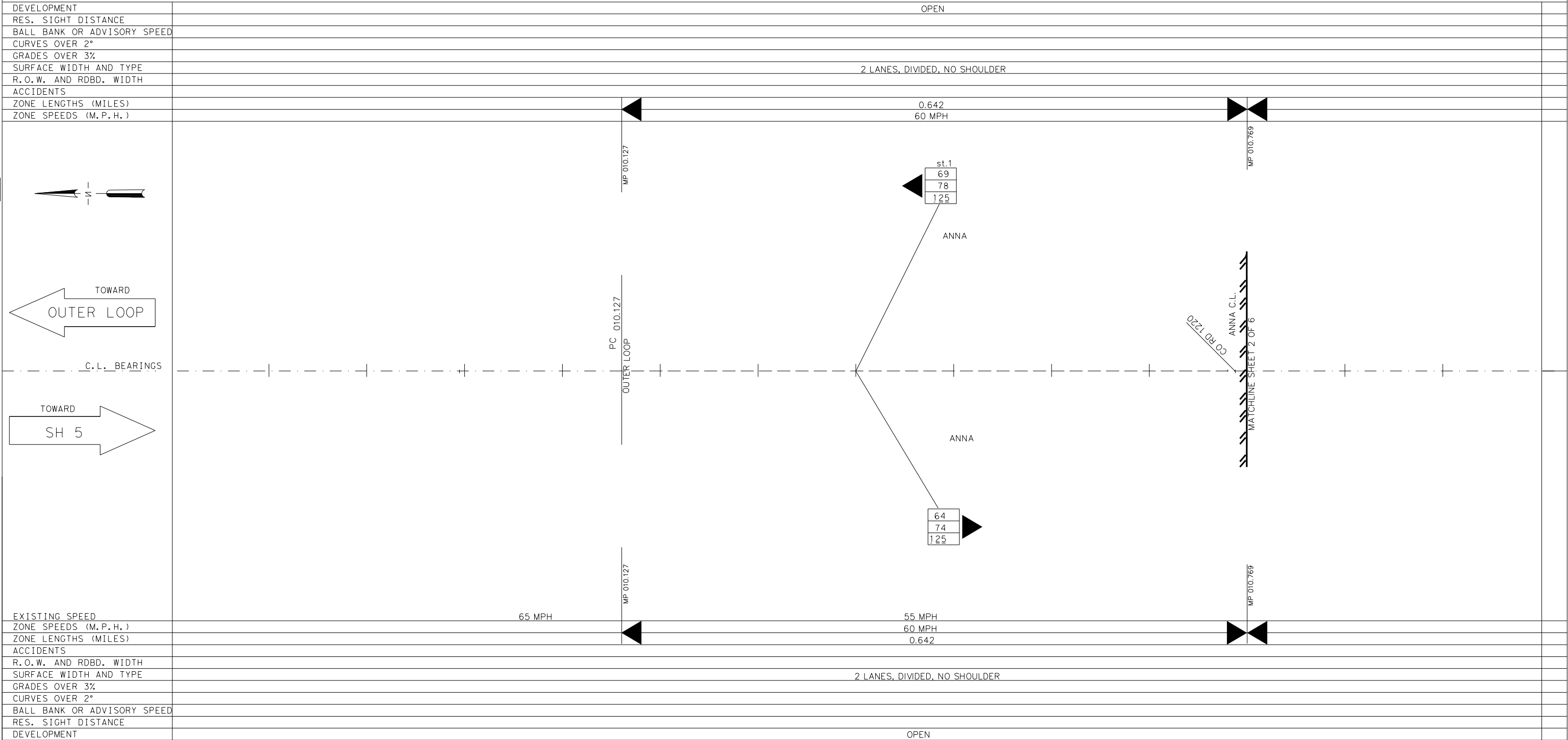
Felicia R. Cortez, P.E.

C8FFCD8CB22A430
Felicia R. Cortez, P.E.
District Traffic Engineering Supervisor

Attachments

cc: Traffic – Speed Zone Folder
Vorster, Area Engineer
Blain/Cortez
J. Bush
TF

SH 121



DISTRICT: DALLAS	COUNTY: COLLIN	MINUTE NO. : _____	DATE __/__/__
HIGHWAY: SH 121	CITY: ANNA	REPLACES : _____	DATE __/__/__
DATE OF STUDY 03-09-2021	SCALE 1" = 0.1 MILES	REPLACED BY : _____	DATE __/__/__
		CANCELLED BY : _____	DATE __/__/__

LIMITS OF ZONE							
SECTION ONE				SECTION TWO			
LENGTH 0.845 MILES				LENGTH _____ MILES			
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	()		+	-	()
	MP 10.769				MP		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	()		+	-	()
	MP 11.614				MP		

42

62

125

85 PERCENTILE SPEED
TOP SPEED MEASURED
NUMBER OF CARS CHECKED

FATAL ACCIDENT
PERSONAL INJURY ACCIDENT
PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED
BY COMMISSION MINUTE

SIGNALIZED INTERSECTION

TRIAL RUN

SPEED ZONE

CONT. 0549 SEC. 03
LIMITS: FROM OUTER LOOP TO SH 5

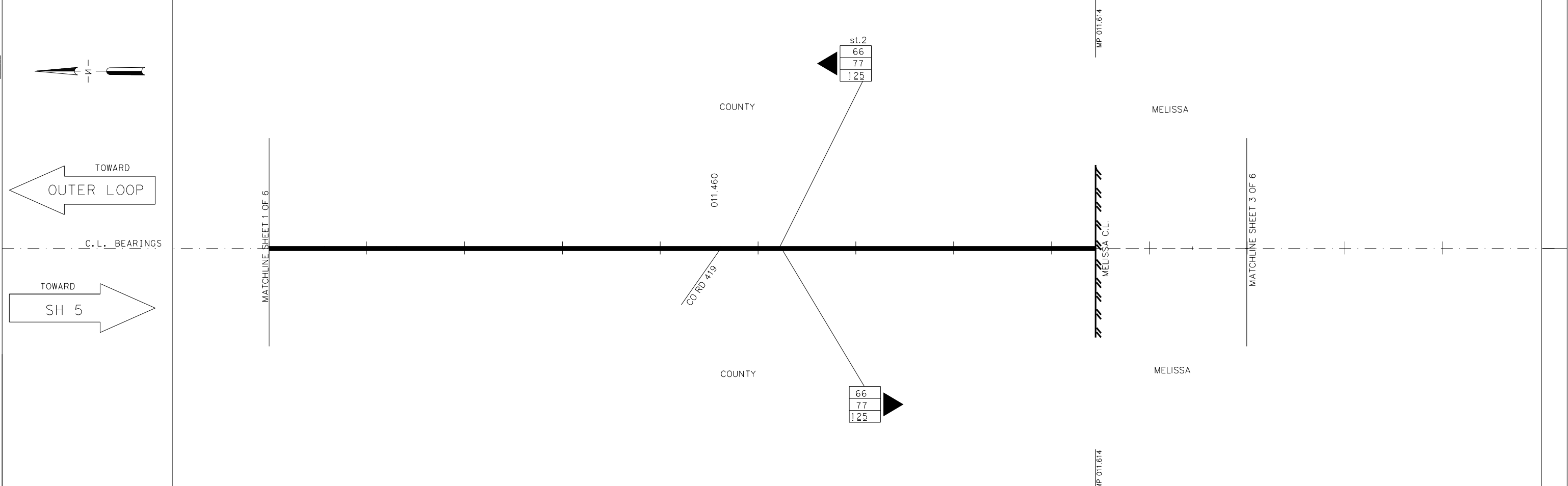
Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
SH 121

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.
			HIGHWAY NO.

SH 121

DEVELOPMENT	OPEN	
RES. SIGHT DISTANCE		
BALL BANK OR ADVISORY SPEED		
CURVES OVER 2°		
GRADES OVER 3%		
SURFACE WIDTH AND TYPE	2 LANES, DIVIDED, NO SHOULDER	
R.O.W. AND RDBD. WIDTH		
ACCIDENTS		
ZONE LENGTHS (MILES)	0.845	4.314
ZONE SPEEDS (M.P.H.)	60 MPH	60 MPH



EXISTING SPEED		
ZONE SPEEDS (M.P.H.)	55 MPH	55 MPH
ZONE LENGTHS (MILES)	0.845	4.314
ACCIDENTS		
R.O.W. AND RDBD. WIDTH		
SURFACE WIDTH AND TYPE	2 LANES, DIVIDED, NO SHOULDER	
GRADES OVER 3%		
CURVES OVER 2°		
BALL BANK OR ADVISORY SPEED		
RES. SIGHT DISTANCE		
DEVELOPMENT	OPEN	

DISTRICT: DALLAS	COUNTY: COLLIN	MINUTE NO. : _____	DATE __/__/__
HIGHWAY: SH 121	CITY: MELISSA	REPLACES : _____	DATE __/__/__
DATE OF STUDY 03-09-2021	SCALE 1" = 0.1 MILES	REPLACED BY : _____	DATE __/__/__
		CANCELLED BY : _____	DATE __/__/__

LIMITS OF ZONE							
SECTION ONE		LENGTH _____ MILES		SECTION TWO		LENGTH _____ MILES	
BEGINS	STA. OR M.P. ____ 0 + 00 ____	CONT. AND SECT. ____ - ____	PROJECT (____)	BEGINS	STA. OR M.P. ____ + ____	CONT. AND SECT. ____ - ____	PROJECT (____)
MP _____				MP _____			
ENDS	STA. OR M.P. ____ 0 + 00 ____	CONT. AND SECT. ____ - ____	PROJECT (____)	ENDS	STA. OR M.P. ____ + ____	CONT. AND SECT. ____ - ____	PROJECT (____)
MP _____				MP _____			

42

62

125

85 PERCENTILE SPEED
TOP SPEED MEASURED
NUMBER OF CARS CHECKED

●

○

○

FATAL ACCIDENT
PERSONAL INJURY ACCIDENT
PROPERTY DAMAGE ACCIDENT

—

INDICATES SECTION ZONED
BY COMMISSION MINUTE

▲

SIGNALIZED INTERSECTION

⦿

TRIAL RUN

SPEED ZONE

CONT. 0549 SEC. 03
LIMITS: FROM OUTER LOOP TO SH 5

SHEET 2 OF 6

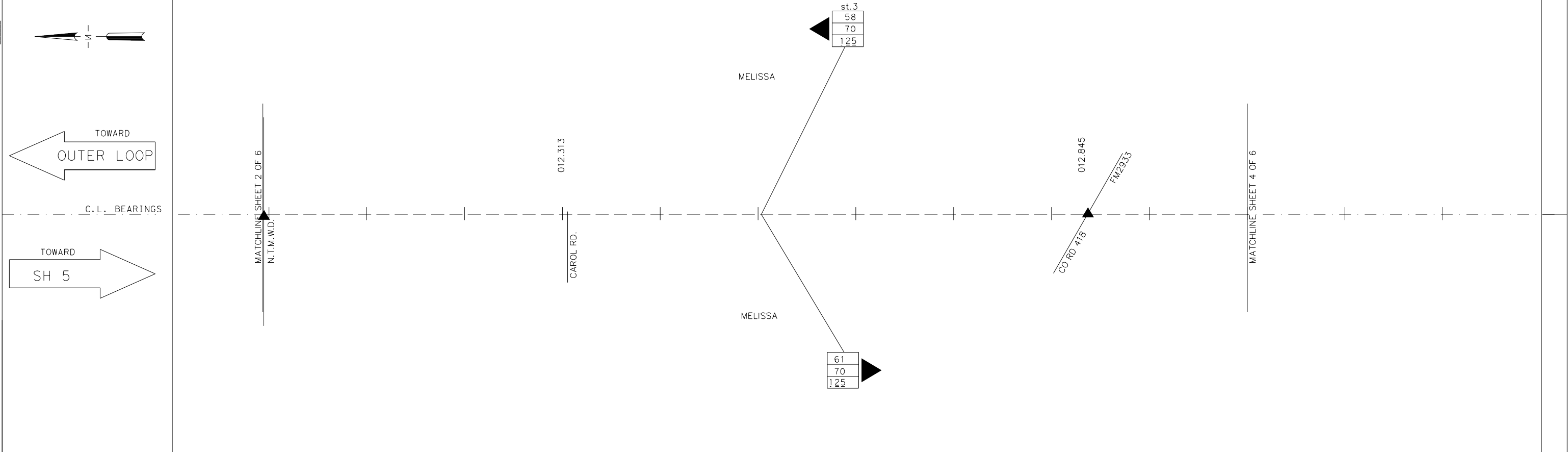
Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
SH 121

DESIGN TEAM	FED. NO. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.
			HIGHWAY NO.

SH 121

DEVELOPMENT	OPEN
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	2 LANES, DIVIDED, NO SHOULDER
R.O.W. AND RDBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	4.314
ZONE SPEEDS (M.P.H.)	60 MPH



EXISTING SPEED	55 MPH
ZONE SPEEDS (M.P.H.)	60 MPH
ZONE LENGTHS (MILES)	4.314
ACCIDENTS	
R.O.W. AND RDBD. WIDTH	
SURFACE WIDTH AND TYPE	2 LANES, DIVIDED, NO SHOULDER
GRADES OVER 3%	
CURVES OVER 2°	
BALL BANK OR ADVISORY SPEED	
RES. SIGHT DISTANCE	
DEVELOPMENT	OPEN

DISTRICT: DALLAS	COUNTY: COLLIN	MINUTE NO. :	DATE __/__/__
HIGHWAY: SH 121	CITY: MELISSA	REPLACES :	DATE __/__/__
DATE OF STUDY 03-09-2021	SCALE 1" = 0.1 MILES	REPLACED BY :	DATE __/__/__
		CANCELLED BY :	DATE __/__/__
LIMITS OF ZONE			
SECTION ONE		LENGTH	MILES
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	()
	MP		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	()
	MP		
SECTION TWO		LENGTH	MILES
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	+	-	()
	MP		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	+	-	()
	MP		

- 42 85 PERCENTILE SPEED
- 62 TOP SPEED MEASURED
- 125 NUMBER OF CARS CHECKED
- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- INDICATES SECTION ZONED BY COMMISSION MINUTE
- SIGNALIZED INTERSECTION
- TRIAL RUN

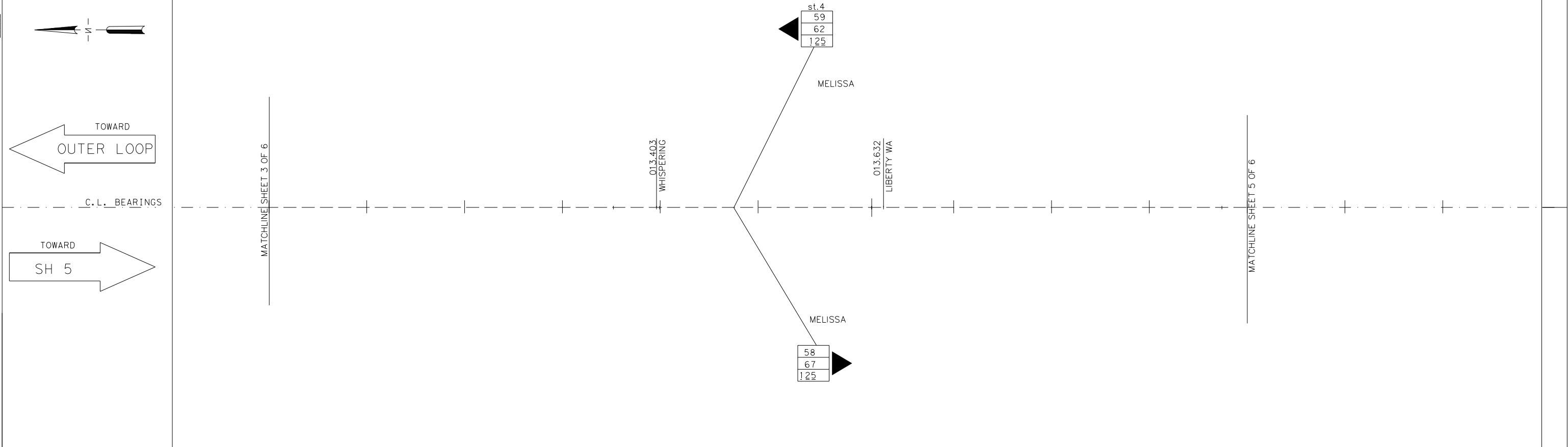
SPEED ZONE

CONT. 0549 SEC. 03
LIMITS: FROM OUTER LOOP TO SH 5

SHEET 3 OF 6			
Texas Department of Transportation			
SPEED STUDY COLLIN COUNTY SH 121			
DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO. HIGHWAY NO.

SH 121

DEVELOPMENT	OPEN	OPEN/RESI.	OPEN
RES. SIGHT DISTANCE			
BALL BANK OR ADVISORY SPEED			
CURVES OVER 2°			
GRADES OVER 3%			
SURFACE WIDTH AND TYPE	2 LANES, DIVIDED, NO SHOULDER		
R.O.W. AND RDBD. WIDTH			
ACCIDENTS			
ZONE LENGTHS (MILES)	4.314		
ZONE SPEEDS (M.P.H.)	60 MPH		



EXISTING SPEED	55 MPH					
ZONE SPEEDS (M.P.H.)	60 MPH					
ZONE LENGTHS (MILES)	4.314					
ACCIDENTS						
R.O.W. AND RDBD. WIDTH						
SURFACE WIDTH AND TYPE	2 LANES, DIVIDED, NO SHOULDER					
GRADES OVER 3%						
CURVES OVER 2°						
BALL BANK OR ADVISORY SPEED						
RES. SIGHT DISTANCE						
DEVELOPMENT	RESI.	OPEN	OPEN/RESI.	OPEN	OPEN/COMM.	

DISTRICT: DALLAS	COUNTY: COLLIN	MINUTE NO. : _____	DATE __/__/__
HIGHWAY: SH 121	CITY: MELISSA	REPLACES : _____	DATE __/__/__
DATE OF STUDY 03-09-2021	SCALE 1" = 0.1 MILES	REPLACED BY : _____	DATE __/__/__
		CANCELLED BY : _____	DATE __/__/__
LIMITS OF ZONE			
SECTION ONE		LENGTH _____ MILES	SECTION TWO
BEGINS		STA. OR M.P. _____	LENGTH _____ MILES
		CONT. AND SECT. _____	PROJECT _____
		MP _____	BEGINS
		MP _____	STA. OR M.P. _____
		MP _____	CONT. AND SECT. _____
		MP _____	PROJECT _____
		MP _____	BEGINS
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		MP _____	CONT. AND SECT. _____
		MP _____	PROJECT _____
		MP _____	BEGINS
		MP _____	STA. OR M.P. _____
		MP _____	CONT. AND SECT. _____
		MP _____	PROJECT _____

- 42 85 PERCENTILE SPEED
- 62 TOP SPEED MEASURED
- 125 NUMBER OF CARS CHECKED
- FATAL ACCIDENT
- PERSONAL INJURY ACCIDENT
- PROPERTY DAMAGE ACCIDENT
- INDICATES SECTION ZONED BY COMMISSION MINUTE
- SIGNALIZED INTERSECTION
- TRIAL RUN

SPEED ZONE

CONT. 0549 SEC. 03
LIMITS: FROM OUTER LOOP TO SH 5

SHEET 4 OF 6

Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
SH 121

DESIGN TEAM	FED. NO. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.
			HIGHWAY NO.

SH 121

DEVELOPMENT	OPEN	COMM.	OPEN	OPEN/COMM.	OPEN
RES. SIGHT DISTANCE					
BALL BANK OR ADVISORY SPEED					
CURVES OVER 2°					
GRADES OVER 3%					
SURFACE WIDTH AND TYPE	2 LANES, DIVIDED, NO SHOULDER				
R.O.W. AND RDBD. WIDTH					
ACCIDENTS					
ZONE LENGTHS (MILES)	4.314				
ZONE SPEEDS (M.P.H.)	60 MPH				

TOWARD
OUTER LOOP

TOWARD
SH 5

MATCHLINE SHEET 4 OF 6

014.025

014.369 EASTWOOD A

014.448 MILLER RD.

014.680 LR

MATCHLINE SHEET 6 OF 6

st.5

56

65

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125

EXISTING SPEED	55 MPH			
ZONE SPEEDS (M.P.H.)	60 MPH			
ZONE LENGTHS (MILES)	4.314			
ACCIDENTS				
R.O.W. AND RDBD. WIDTH				
SURFACE WIDTH AND TYPE	2 LANES, DIVIDED, NO SHOULDER			
GRADES OVER 3%				
CURVES OVER 2°				
BALL BANK OR ADVISORY SPEED				
RES. SIGHT DISTANCE				
DEVELOPMENT	OPEN/COMM.	OPEN	COMM.	OPEN

DISTRICT: DALLAS COUNTY: COLLIN

HIGHWAY: SH 121 CITY: MELISSA

DATE OF STUDY 03-09-2021 SCALE 1" = 0.1 MILES

LIMITS OF ZONE

SECTION ONE

LENGTH MILES

BEGINS

STA. OR M.P.

CONT. AND SECT.

PROJECT

ENDS

MP

SECTION TWO

LENGTH MILES

BEGINS

STA. OR M.P.

CONT. AND SECT.

PROJECT

ENDS

MP

42

62

125

85 PERCENTILE SPEED

TOP SPEED MEASURED

NUMBER OF CARS CHECKED

FATAL ACCIDENT

PERSONAL INJURY ACCIDENT

PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

SIGNALIZED INTERSECTION

TRIAL RUN

SPEED ZONE

CONT. 0549 SEC. 03

LIMITS: FROM OUTER LOOP TO SH 5

7 Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
SH 121

DESIGN TEAM

FED. RD. DIV. NO.

FEDERAL AID PROJECT NO.

SHEET NO.

STATE

STATE DIST. NO.

COUNTY

CHECKED

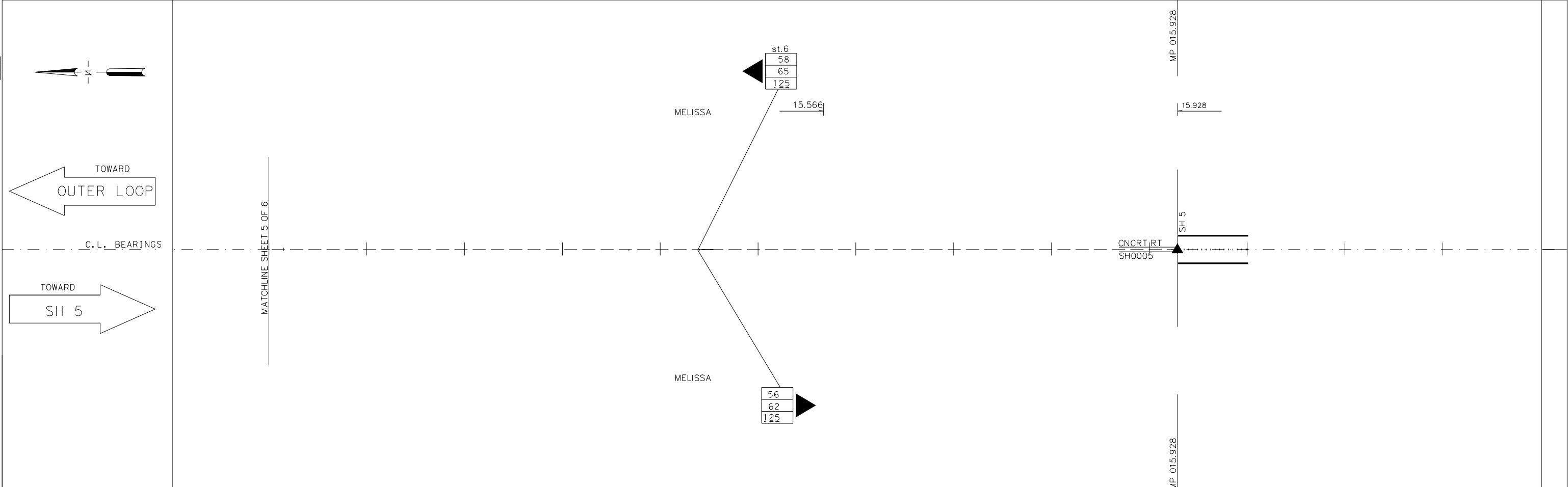
CONTROL NO.

SECTION NO.

JOB NO.

HIGHWAY NO.

DEVELOPMENT	OPEN
RES. SIGHT DISTANCE	
BALL BANK OR ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	2 LANES, DIVIDED, NO SHOULDER
R.O.W. AND RDBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS (MILES)	4.314
ZONE SPEEDS (M.P.H.)	60 MPH



EXISTING SPEED	55 MPH	50 MPH
ZONE SPEEDS (M.P.H.)	60 MPH	
ZONE LENGTHS (MILES)	4.314	
ACCIDENTS		
R.O.W. AND RDBD. WIDTH		
SURFACE WIDTH AND TYPE	2 LANES, DIVIDED, NO SHOULDER	
GRADES OVER 3%		
CURVES OVER 2°		
BALL BANK OR ADVISORY SPEED		
RES. SIGHT DISTANCE		
DEVELOPMENT	OPEN	

DISTRICT: DALLAS	COUNTY: COLLIN	MINUTE NO. : _____	DATE __/__/__
HIGHWAY: SH 121	CITY: MELISSA	REPLACES : _____	DATE __/__/__
DATE OF STUDY 03-09-2021	SCALE 1" = 0.1 MILES	REPLACED BY : _____	DATE __/__/__
		CANCELLED BY : _____	DATE __/__/__
LIMITS OF ZONE			
SECTION ONE		LENGTH _____ MILES	
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
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ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	()
	MP		
SECTION TWO		LENGTH _____ MILES	
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	+	-	()
	MP		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	+	-	()
	MP		

42

62

125

85 PERCENTILE SPEED
TOP SPEED MEASURED
NUMBER OF CARS CHECKED

FATAL ACCIDENT
PERSONAL INJURY ACCIDENT
PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

SIGNALIZED INTERSECTION

TRIAL RUN

SPEED ZONE

CONT. 0549 SEC. 03
LIMITS: FROM OUTER LOOP TO SH 5

SHEET 6 OF 6

Texas Department of Transportation

SPEED STUDY
COLLIN COUNTY
SH 121

DESIGN TEAM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
	STATE	STATE DIST. NO.	COUNTY
CHECKED	CONTROL NO.	SECTION NO.	JOB NO.
			HIGHWAY NO.



Item No. 7.f.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider/Discuss/Action on a Resolution authorizing the City Manager to execute an Impact Fee Reimbursement agreement for Anna Crossing with Anna Crossing AMC, Limited. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

Anna Crossing is a masterplanned development in the City of Anna Texas with many phases of residential and mixed use development. As a part of the overall project, the developer is constructing major roadways, including Finley Boulevard and Leonard Avenue. In accordance with State Law, the City is required to reimburse roadway impact fees collected from a subject property when the developer of the project constructs adjacent roads per the City of Anna Master Thoroughfare Plan.

Developers are able to construct public roadways more efficiently and for a lower cost than stand-alone City projects, as they can perform the work while paving all of the internal streets - increasing the total volume of work for the contractor.

This agreement requires the road projects adjacent to Phase 5 and Phase 6 of Anna Crossing to commence construction by September of 2023. For their mixed use project, the developer will be required to commence construction within 180 days of a building permit being issued for each mixed use development. This ensures that the City will receive construction of the major roadways required for the community.

FINANCIAL IMPACT:

The total roadway impact fee reimbursement will be the lesser of the actual construction cost, or \$1,990,322. All reimbursements will come from Roadway Impact Fees collected from development on the property. In this way, growth is funding the infrastructure required for growth.

STRATEGIC CONNECTIONS:

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

STAFF RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Roadway Impact Fee Reimbursement Agreement - Anna Crossing Ph 5 Ph 6 M-U
2. RES. Anna Crossing Impact Fee Reimbursement

APPROVALS:

Gregory Peters, Director of Public Works
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/24/2021
Approved - 9/24/2021
Final Approval - 9/24/2021

ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT FOR ANNA CROSSING PHASE 5, PHASE 6, AND MIXED-USE PHASE

This Roadway Impact Fee Reimbursement Agreement for Anna Crossing Phase 5, Phase 6, and Mixed-Use Phase (this "Agreement") is entered into by and between the City of Anna, Texas (the "City") and Anna Crossing AMC, Ltd., a Texas limited partnership (the "Developer").

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

WHEREAS, it is the Parties' mutual intent that this Agreement shall govern only the subject matter specifically set forth herein and that this Agreement shall supersede any previous agreement between the Parties regarding the subject matter hereof to the extent that this Agreement and any such previous agreement are in direct conflict; and

WHEREAS, Developer represents and warrants that it owns and desires to develop certain real property in Collin County, Texas, composed of approximately 569 acres of land located entirely within the corporate limits of the City of Anna, more particularly described in the attached Exhibit A (the "Property"); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1 RECITALS INCORPORATED

The recitals set forth above are incorporated herein as if set forth in full to further describe the Parties' intent under this Agreement and said recitals constitute representations by the Parties.

SECTION 2 DEFINITIONS

City Acceptance Date has the meaning ascribed to that term in Section 3(a).

City Code means The Anna City Code of Ordinances.

City Manager means the current or acting City Manager of the City of Anna or a person designated to act on behalf of the City Manager with respect to this Agreement if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, and uniform codes, duly adopted by the City.

Commence Construction means that the City has approved the engineering plans, held a pre-construction meeting with the Developer and contractor, and the contractor has mobilized equipment as such actions are applicable to the Phase 5 Roadway Project, Phase 6 Roadway Project, and Mixed-Use Roadway Project.

Developer's Phase 5 Roadway Construction Cost, with respect to the Phase 5 Roadway Project, means: the dollar amount actually paid by or on behalf of Developer for the engineering, design, and construction of the Phase 5 Roadway Project at the time of full and final completion, dedication and acceptance of the Phase 5 Roadway Project, which shall generally include but not be limited to the items listed in the cost breakdown attached hereto as Exhibit B. City inspection fees, impact fees, and building permit fees shall not be included in Developer's Construction Cost.

Developer's Phase 6 Roadway Construction Cost, with respect to the Phase 6 Roadway Project, means: the dollar amount actually paid by or on behalf of Developer for the engineering, design, and construction of the Phase 6 Roadway Project at the time of full and final completion, dedication and acceptance of the Phase 6 Roadway Project, which shall generally include but not be limited to the items listed in the cost breakdown attached hereto as Exhibit C. City inspection fees and impact fees shall not be included in Developer's Construction Cost.

Developer's Mixed-Use Roadway Construction Cost, with respect to the Mixed-Use Roadway Project, means: the dollar amount actually paid by or on behalf of Developer for the engineering, design, and construction of the Mixed-Use Roadway Project at the time of full and final completion, dedication and acceptance of the Mixed-Use Roadway Project, which shall generally include but not be limited to the items listed in the cost breakdown attached hereto as Exhibit D. City inspection fees and impact fees shall not be included in Developer's Construction Cost.

Final Phase 5 Roadway Reimbursement Amount, with respect to the Phase 5 Roadway Project, means a roadway impact fee Reimbursement in a dollar amount equal to the lesser of \$384,334.00 or the Developer's Phase 5 Roadway Construction Cost. Additional costs eligible for Reimbursements shall be limited to documented City-approved change orders provided in writing by the Developer as approved by the City Manager or his/her designee.

Final Phase 6 Roadway Reimbursement Amount, with respect to the Phase 6 Roadway Project, means a roadway impact fee reimbursement in a dollar amount equal to the lesser of \$938,754.00 or the Developer's Phase 6 Roadway Construction Cost. Additional costs eligible for reimbursements shall be limited to documented City-approved change orders provided in writing by the Developer as approved by the City Manager or his/her designee.

Final Mixed-Use Roadway Reimbursements Amount, with respect to the Mixed-Use Roadway Project, means a roadway impact fee reimbursements in a dollar amount equal to the lesser of \$667,234.00 or the Developer's Mixed-Use Roadway Construction Cost. Additional costs eligible for reimbursements shall be limited to documented City-approved change orders provided in writing by the Developer as approved by the City Manager or his/her designee.

Impact Fee Reimbursement Property means the real property as described in Exhibit A to which the Final Phase 5 Roadway Reimbursement, Final Phase 6 Roadway Reimbursement, and the Final Mixed-Use Roadway Reimbursement shall be applied to reduce the amount of roadway impact fees otherwise due from said real property.

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

Property means Anna Crossing Phase 5, Anna Crossing Phase 6, and Anna Crossing future mixed use development tract, said tracts being described and/or depicted in Exhibit A.

Roadway Improvements means right of way preparation, engineering, survey, geotechnical investigation, erosion control, paving excavation, construction of concrete paving, storm drainage, curbs, signage, roadway transitions, turn lanes, pavement markings, sidewalks, irrigation, landscaping, lighting, testing, and any other improvements necessary for a complete roadway system for the Phase 5 Roadway Project.

Phase 5 Roadway Project means [the Roadway Improvements of Leonard Avenue along the boundary of Anna Crossing Phase 5 Property Line as shown in Exhibit F.

Phase 5 Roadway Reimbursement has the meaning ascribed to that term in Section 4(b)(1).

Phase 6 Roadway Project means the Roadway Improvements of both Leonard Avenue and Finley Boulevard along the boundary of Anna Crossing Phase 6 as shown in Exhibit G.

Phase 6 Roadway Reimbursement has the meaning ascribed to that term in Section 4(b)(2).

Mixed-Use Roadway Project means the Roadway Improvements of Finley Boulevard through the Anna Town Square Mixed Use Property as shown in Exhibit H.

Mixed-Use Roadway Reimbursement has the meaning ascribed to that term in Section 4(b)(3).

SECTION 3 GENERAL PROVISIONS

- (a) Documentation of Actual Amount Paid. Once Developer fully completes the Phase 5 Roadway Project, the Phase 6 Roadway Project, and the Mixed-Use Roadway Project, and before the City has accepted said projects after inspection, Developer shall provide the City Manager with documentation reasonably acceptable to the City Manager evidencing Developer's Construction Cost. The City Manager shall review the documentation provided and shall approve or deny Developer's Construction Cost within fifteen (15) business days of receipt thereof (which approvals shall not be unreasonably withheld) or a longer period of time if the City Manager reasonably requests additional evidence of the Developer's Construction Cost. Upon approval of Developer's Construction Cost, the City shall issue a written acceptance letter to Developer, which shall signify final acceptance by the City of the Phase 5 Roadway Project, the Phase 6 Roadway Project, and the Mixed-Use Roadway Project (the date of such acceptance as relates to each respective project shall be referred to as the "City Acceptance Date").

- (b) Maintenance Bond. For each construction contract for any part of the Phase 5 Roadway Project, Phase 6 Roadway Project, and Mixed-Use Roadway Project, entered into by or on behalf of Developer, Developer or Developer's contractor(s), as applicable, further must execute a maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs which may become necessary to any part of the construction work performed in connection with the Phase 5 Roadway Project, Phase 6 Roadway Project, and Mixed-Use Roadway Project arising from defective workmanship or materials used therein, for a full period of two (2) years from the City Acceptance Date ("Maintenance Bond").
- (c) Approval of Plats/Plans. Approval by the City, the City's engineer or other City employee or representative of any plans, designs or specifications submitted by Developer pursuant to this Agreement or pursuant to City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer's engineer, its officers, agents, servants or employees, it being the intent of the Parties that approval by the City's engineer or other representative signifies the City's approval on only the general design concept of the improvements to be constructed and that the design plans and specifications meet the requirements of the City Regulations.
- (d) Insurance. Developer and/or its contractor(s) shall acquire and maintain, during the period of time when the Phase 5 Roadway Project, Phase 6 Roadway Project, or Mixed-Use Roadway Project are under construction: (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims of any nature whatsoever which might arise or grow out of or otherwise relate to the Phase 5 Roadway Project, Phase 6 Roadway Project, and Mixed-Use Roadway Project and any related construction contracts, whether caused by Developer, a contractor, subcontractor, materialman, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of public improvement construction contracts, Developer shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.
- (e) Indemnification and Hold Harmless. **DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND AGREES TO DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND**

EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING, WITHOUT LIMITATION, DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND RELATED EXPENSES, EXPERT WITNESS FEES AND RELATED EXPENSES AND OTHER CONSULTANT FEES AND RELATED EXPENSES) ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE NEGLIGENT OR OTHERWISE WRONGFUL ACTS OR OMISSIONS OF DEVELOPER, ITS AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN OR EMPLOYEES IN CONNECTION WITH THE DESIGN, CONSTRUCTION OR INSTALLATION OF THE PHASE 5 ROADWAY PROJECT, PHASE 6 ROADWAY PROJECT AND THE MIXED-USE ROADWAY PROJECT INCLUDING BUT NOT LIMITED TO INJURY OR DAMAGE TO CITY PROPERTY. SUCH INDEMNITY SHALL SURVIVE THE TERM OF THIS AGREEMENT. AT NO TIME SHALL THE CITY HAVE ANY CONTROL OVER OR CHARGE OF THE DESIGN, CONSTRUCTION OR INSTALLATION OF ANY OF THE PHASE 5 ROADWAY PROJECT, PHASE 6 ROADWAY PROJECT OR THE MIXED-USE ROADWAY PROJECT NOR THE MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES UTILIZED FOR SAID DESIGN, CONSTRUCTION OR INSTALLATION. THIS AGREEMENT DOES NOT CREATE A JOINT ENTERPRISE BETWEEN THE CITY AND DEVELOPER. DEVELOPER FURTHER COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST ANY AND ALL CLAIMS OR SUITS, BY ANY PERSON CLAIMING AN INTEREST IN THE PROPERTY WHO HAS NOT SIGNED THIS AGREEMENT AND WHICH CLAIMS: (1) ARISE IN ANY WAY FROM THE CITY'S RELIANCE UPON DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; OR (2) RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH DEVELOPER'S OBLIGATIONS UNDER THIS AGREEMENT. NOTWITHSTANDING THIS PROVISION OR ANY OTHER PROVISION OF THIS AGREEMENT, DEVELOPER SHALL NOT BE OBLIGATED TO INDEMNIFY, DEFEND, OR HOLD THE CITY HARMLESS FOR THE CITY'S OWN NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

SECTION 4 PROJECTS

(a) Developer Obligations.

As a condition to receipt of the impact fee reimbursements set forth herein, Developer agrees to construct the Roadway Improvements and complete the Phase 5 Roadway Project, Phase 6 Roadway Project, and Mixed-Use Roadway Project in a good and workmanlike manner and in accordance with all related construction plans and permits approved by the City and any other authorities having any jurisdiction over said projects. Developer shall commence construction on the Phase 5 Roadway Project and the Phase 6 Roadway Project in accordance with the definition in Section II "Commence Construction" on or before the 30th day of

September 2023. Developer shall commence construction on the Mixed Use Roadway Project in accordance with the definition in Section II "Commence Construction" within 180 days of a building permit being issued for a mixed use development project on the subject property.

(b) City Obligations

- (1) The City shall reimbursement Developer up to the lesser of \$384,334.00 or the Developer's Phase 5 Roadway Construction Cost (the "Phase 5 Roadway Reimbursement") as of the City Acceptance Date as relates to the Roadway Improvements included in the Phase 5 Roadway Project. The Phase 5 Roadway Reimbursement shall reduce the amount of roadway impact fees otherwise due from the Impact Fee Reimbursement Property.
- (2) The City shall reimbursement Developer up to the lesser of \$938,754.00 or the Developer's Phase 6 Roadway Construction Cost (the "Phase 6 Roadway Reimbursement") as of the City Acceptance Date as relates to the Roadway Improvements included in the Phase 5 Roadway Project.
- (3) The City shall reimbursement Developer up to the lesser of \$667,234.00 or the Developer's Mixed-Use Roadway Construction Cost (the "Mixed-Use Roadway Reimbursement") as of the City Acceptance Date as relates to the Roadway Improvements included in the Mixed-Use Roadway Project
- (4) Notwithstanding the foregoing or any other provision of this Agreement, the Phase 5 Roadway Reimbursement, Phase 6 Roadway Reimbursement, and Mixed-Use Roadway Reimbursement shall be the sole means of reimbursing the amount of roadway impact cost otherwise due from the Impact Fee Reimbursement Property save and except other valid agreements which may be applicable that are separate and apart from this Agreement.
- (5) Notwithstanding the Foregoing or any other provision of this Agreement, the Phase 5 Roadway Reimbursement, Phase 6 Roadway Reimbursement, and Mixed-Use Roadway Reimbursement authorized by this Agreement and any and all of the City's other obligations under this Agreement shall expire on September 30 in the tenth year after the City Acceptance Date if said reimbursements have not been applied to the Impact Fee Reimbursement Property before said date.

SECTION 5 EFFECTIVE DATE

The "Effective Date" of this Agreement is the date that the last of the Parties' signatures to this Agreement is fully and properly affixed to this Agreement and acknowledged by a public notary. The City's duties and obligations hereunder shall not arise unless and until all Parties have duly executed this Agreement.

SECTION 6 TERMINATION

This Agreement and all obligations of the Parties hereto, shall terminate upon full performance of the terms of this Agreement.

SECTION 7 SUCCESSORS AND ASSIGNS

- (a) All obligations and covenants under this Agreement shall bind Developer and its successors and assigns.
- (b) Except for future owners of all or a portion of the Property, this Agreement shall not be assignable by Developer without the prior written consent of the City.

SECTION 8 MISCELLANEOUS PROVISIONS

- (a) Authority to execute contract. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.
- (b) Default and opportunity to cure. A Party will be in default under this Agreement if that Party breaches any material term or condition of this Agreement and such breach remains uncured after forty-five (45) calendar days following receipt of written notice from the other Party referencing this Agreement (or, if the Party in breach has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than forty-five (45) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both Parties mutually and in good faith). Upon a default, subject to the cure period described herein, the non-breaching Party will have all available rights and remedies under the law and equity. Notwithstanding the foregoing, the City shall be considered in default for failure to provide the Reimbursement immediately upon such failure without a notice and cure period and Developer's sole remedy in such event shall be to seek specific performance of this Agreement.
- (c) Notice. All notices, demands or other communications required or provided hereunder shall be in writing and shall be deemed to have been given on the earlier to occur of actual receipt or three (3) days after the same are given by hand delivery or deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or at such other addresses as such Parties may designate by written notice to the other Parties in accordance with this notice provision.

If to the City: City of Anna
Attn: City Manager
P.O. Box 776
111 N. Powell Parkway
Anna, TX 75409

If to Developer: Anna Crossing 40PGE, Ltd.
Attn: Adam J. Buczek
Development Partner
8214 Westchester Drive, Suite 710
Dallas, TX 75225

- (d) Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of all Parties expressly amending the terms of this Agreement.
- (e) Applicable Law and Venue. This Agreement shall be performable and all compensation payable in Collin County, Texas. Venue and exclusive jurisdiction under this Agreement lies in a court of competent jurisdiction in Collin County, Texas.
- (f) Severability. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the unlawful provision shall be replaced with a provision as similar in terms and effect to such unlawful provision as may be valid, legal and enforceable.
- (g) Representation. Each signatory representing this Agreement has been read by the party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.
- (h) Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.
- (i) Waiver. Waiver by any Party or any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance of the Agreement.
- (j) Miscellaneous Drafting Provisions. This Agreement was drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

- (k) No Other Beneficiaries. This Agreement is for the sole and exclusive benefit of the Parties hereto and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.
- (l) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- (m) No Waiver of Development Ordinances. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement among the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Nothing herein shall waive any obligations of Developer under applicable City Regulations.
- (n) Exhibits.
- | | |
|-----------|--|
| Exhibit A | The Property (legal description and drawing) |
| Exhibit B | Phase 5 Roadway Cost Breakdown |
| Exhibit C | Phase 6 Roadway Cost Breakdown |
| Exhibit D | Mixed-Use Roadway Cost Breakdown |
| Exhibit E | Impact Fee Reimbursement Property |
| Exhibit F | Phase 5 Roadway Project |
| Exhibit G | Phase 6 Roadway Project |
| Exhibit H | Mixed-Use Roadway Project |

[SIGNATURE PAGES FOLLOW,
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Anna Crossing AMC, Ltd., a Texas limited partnership

By: Anna Crossing AMC Limited Corporation,
a Texas corporation,
its general partner

By: _____
Name: Adam J. Buczek
Title: Authorized Signer

IN WITNESS WHEREOF:

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned notary public, on the _____ day of _____, 2021, personally appeared Adam J. Buczek, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as Authorized Signer of Anna Crossing 40PGE GP Corporation, a Texas corporation, the general partner of Anna Crossing 40PGE, Ltd., a Texas limited partnership.

Notary Public, State of Texas

(SEAL)

CITY OF ANNA

By: _____
Jim Proce, City Manager

IN WITNESS WHEREOF:

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

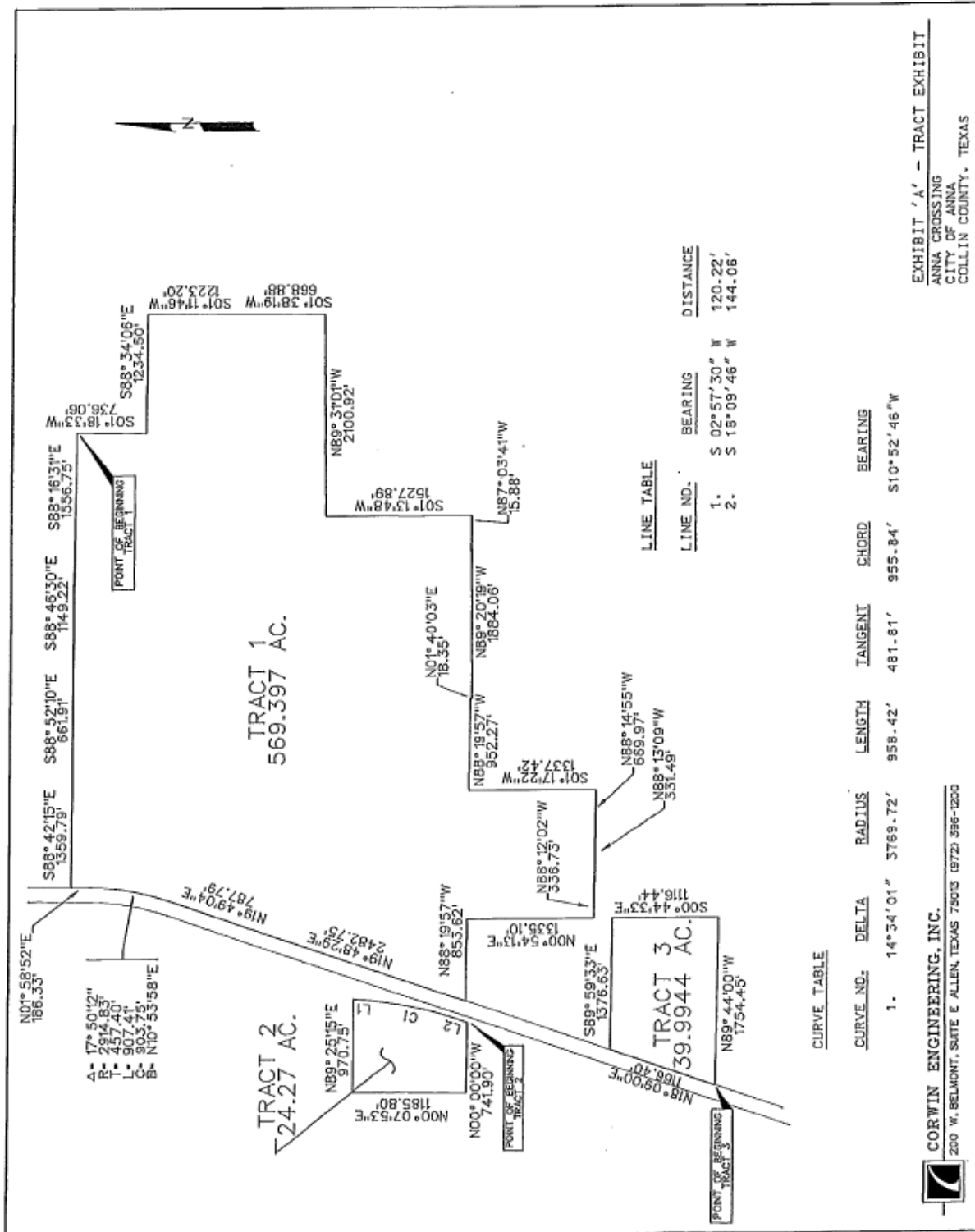
Before me, the undersigned notary public, on the _____ day of _____ 2021, personally appeared Jim Proce, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as City Manager of the City of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

Notary Public, State of Texas

(SEAL)

EXHIBIT A

The Property



LEGAL DESCRIPTION
TRACT 1

BEING, a tract of land out of the Grandison Stark, Abstract No. 798, and being part of a 238.614 acre tract, as recorded in Vol. 4942, Pg. 511, a 40.001 acre tract, as described in Document No. 20070409000472400, a 43.67 acre tract, as described in Volume 5717, Page. 2431, a 23.80 acre tract, as described in Document No. 20070208000183560, a 40.00 acre tract, as described in Volume 5622, Page 1863, a 129.92 acre tract, as described in Volume 5631, Page 2600, and a 40.5746 acre tract, as described in Volume 5618, Page 2878 in the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING, at a 5/8 inch iron rod found at the most northerly northeast corner of said 40.001 acre tract, being the west line of Wildwood Farms Addition, an addition to the City of Anna, as described in Vol. G, Pg. 746, in the Plat Records of Collin County, Texas;

THENCE, South 01°18'33" West, along the east line of said 40.001 acre tract and the west line of said Wildwood Farms Addition, for a distance of 736.06 feet, to a 5/8 inch iron rod found at the southwest corner of said Wildwood Farms Addition and being an interior ell corner of said 40.001 acre tract;

THENCE, South 88°34'06" East, along the north line of said 40.001 acre tract and the south line of said Wildwood Farms Addition, for a distance of 1234.50 feet, to a 5/8 inch iron rod found at the northeast corner of said 40.001 acre tract;

THENCE, South 01°11'46" West, departing the south line of said Wildwood Farms Addition and along the east line of said 40.001 acre tract, for a distance of 1223.20 feet, to a 5/8 inch iron rod found at the southeast corner of said 40.001 acre tract and being the northeast corner of said 43.67 acre tract;

THENCE, South 01°38'19" West, along the east line of said 43.67 acre tract, for a distance of 668.88 feet, to a 1/2 inch iron rod found in the north line of La Paloma, an addition to the City of Anna, as described in Vol. C, Page 418 in said Plat Records;

THENCE, North 89°31'01" West, along the south line of said 43.67 acre tract and along the north line of said La Paloma, for a distance of 2100.92 feet, to a point for corner at the northwest corner of said La Paloma and being the northeast corner of said 129.92 acre tract;

THENCE, South 01°13'48" West, along the west line of said La Paloma and the east line of said 129.92 acre tract, for a distance of 1527.89 feet, to a 1/2 inch iron rod found at the southeast corner of said 129.92 acre tract;

THENCE, North 87°03'41" West, departing the west line of said La Paloma and along the south line of said 129.92 acre tract, for a distance of 15.88 feet, to a 1/2 inch iron rod found;

THENCE, North 89°20'19" West, along the south line of said 129.92 feet, for a distance of 1884.06 feet, to a 1/2 inch iron rod found;

THENCE, North 01°40'03" East, continuing along said south line, for a distance of 18.35 feet, to a calculated point for corner;

THENCE, North 88°19'57" West, continuing along said south line, for a distance of 952.27 feet, to a calculated point for corner;

THENCE, South 01°17'22" West, departing said south line, for a distance of 1337.42 feet, to a ½ inch iron rod found at the southeast corner of said 40.5756 acre tract;

THENCE, North 88°14'55" West, along the south line of said 40.5756 acre tract, for a distance of 669.97 feet, to a calculated point for corner;

THENCE, North 88°13'09" West, continuing along said south line, for a distance of 331.49 feet, to a ½ inch iron rod found;

THENCE, North 88°12'02" West, continuing along said south line, for a distance of 336.73 feet, to a ½ inch iron rod found at the southwest corner of said 40.5756 acre tract;

THENCE, North 00°54'13" East, along the west line of said 40.5756 acre tract, for a distance of 1335.10 feet, to a calculated point for corner in the south line of said 129.92 acre tract;

THENCE, North 88°19'57" West, along the south line of said 129.92 acre tract, for a distance of 853.62 feet, to a calculated point for corner at the southwest corner of said 129.92 acre tract;

THENCE, North 19°48'29" East, along the west line of said 129.92 acre tract, for a distance of 2482.75 feet, to a calculated point for corner at the northwest corner of said 40.00 acre tract same being the southwest corner of said 238.614 acre tract;

THENCE, North 19°49'04" East, along the west line of said 238.614 acre tract, for a distance of 787.79 feet, to a calculated point for corner at the point of curvature of a curve to the left, having a radius of 2914.83 feet, a central angle of 17°50'12", and a tangent of 457.40 feet;

THENCE, continuing along said west line and with said curve to the left for an arc distance of 907.41 feet (Chord Bearing North 10°53'58" East – 903.75 feet), to a calculated point for corner;

THENCE, North 01°58'52" East, continuing along said west line, for a distance of 186.33 feet, to a calculated point for corner at the northwest corner of said 238.614 acre tract;

THENCE, South 88°42'15" East, along the north line of said 238.614 acre tract, for a distance of 1359.79 feet, to a 4"x4" concrete monument found;

THENCE, South 88°52'10" East, continuing along said north line, for a distance of 661.91 feet, to a 4"x4" concrete monument found;

THENCE, South 88°46'30" East, continuing along said north line, for a distance of 1149.22 feet, to a 5/8 inch iron rod found;

THENCE, South 88°16'31" East, continuing along said north line, for a distance of 1556.75 feet, to the POINT OF BEGINNING and containing 569.397 acres of land.

LEGAL DESCRIPTION
TRACT 2

Dates and Bounds Description
24.27 Acres

SITUATED in the State of Texas, County of Collin, being part of the Grandison Stark Survey, Abstract No. 798, being the part of a 36.60 acre Tract II as recorded under County Clerk No. 96-0000181 of the Collin County Land Records with said premises being more particularly described as follows:

BEGINNING at a railroad spike found marking the intersection of the approximate middle of County Road 422 with the west right-of-way line of State Highway No. 5, said corner being the southeast corner of the herein described premises and the northeast corner of a 9.96 acre tract as recorded in Volume 540, Page 241 of the Collin County Land Records;

THENCE with the approximate middle of County Road 422, the south line of said premises and the north line of said 9.96 acre tract, West, 741.00 feet to a railroad spike set at the approximate centerline intersection of County Road 422 with County Road 423 marking the southwest corner of said premises, the northwest corner of said 9.96 acre tract, and being in the east line of Hager's 12.7020 acre tract;

THENCE with the approximate middle of County Road 423 along the west line of said premises, the west line of said 36.60 acre tract, and the east line of several small tracts of land, North 00°07'53" East, passing at 270.72 feet a 1/2-inch iron rod found, passing at 445.83 feet a 1/2-inch iron rod found, passing at 646.03 feet a 1/2-inch iron rod found, passing at 738.83 feet a 1/2-inch iron rod found, passing at 839.75 feet a 1/2-inch iron rod found, passing at 979.00 feet a P.K. nail found marking the intersection of County Road 1036 (going west), passing at 1119.64 feet a P.K. nail found, and continuing for a total distance of 1185.80 feet to a railroad spike set marking the northwest corner of said premises and the southwest corner of a 1.21 acre tract as recorded under County Clerk No. 94-0111482 of the Collin County Land Records;

THENCE with the north line of said premises and the south line of said 1.21 acre tract, North 89°25'16" East, passing at 210.24 feet a 1/2-inch iron rod found marking the southeast corner of said 1.21 acre tract and the southwest corner of a 5.04 acre tract (being the easterly portion of a 6.26 acre tract as recorded in Volume 318, Page 265 of the Collin County Land Records) for a total distance of 970.76 feet to a DCA capped iron rod found in the west right-of-way line of State Highway No. 5 marking the southeast corner of said 5.04 acre tract and the northeast corner of said premises;

THENCE with the easterly line of said premises and the westerly right-of-way line of State Highway No. 5 as follows: South 02°57'30" West, 120.22 feet to a Round capped 1/2-inch iron rod set marking the beginning of a curve to the right; Southwesterly along said curve having a central angle of 14°34'01" with a radius of 3780.72 feet, for an arc distance of 958.42 feet (chord = South 10°52'46" West, 955.84 feet) to a Round capped 1/2-inch iron rod set marking the end of said curve; South 18°09'46" West, 144.06 feet to the point of beginning and containing 1,057,338 square feet or 24.27 acres of land.

LEGAL DESCRIPTION
TRACT 3

LEGAL DESCRIPTION
1,742,150 SQ. FT. / 39.9944 ACRES

BEING a 39.9944 acre tract of land situated in the GRANDISON STARK SURVEY, ABSTRACT NO. 798, Collin County, Texas and being part of that called 174.64 acre tract of land conveyed by deed to H. S. Wysong, dated June 10, 1907, recorded in Volume 144, Page 245, Deed Records, Collin County, Texas (D.R.C.C.T.) and being more particularly described as follows:

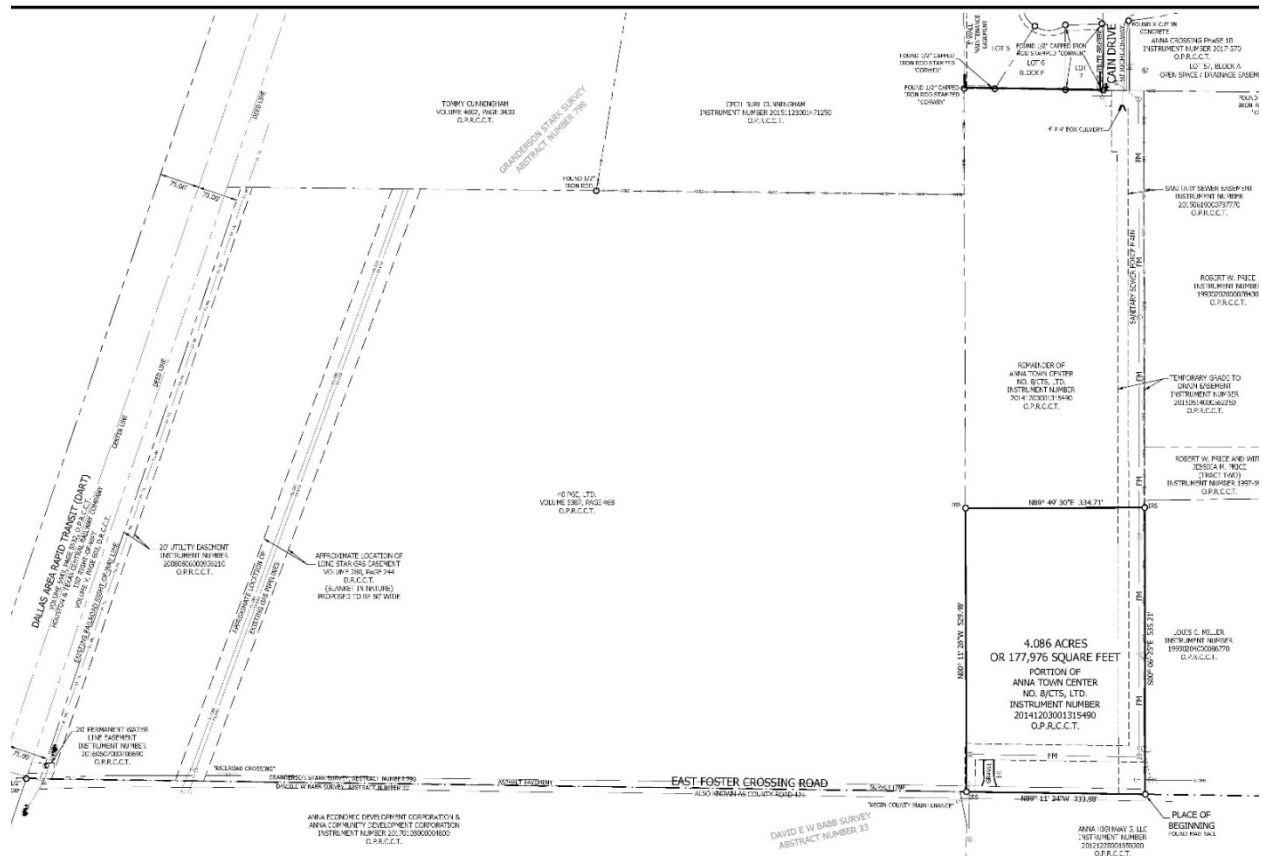
BEGINNING at a 1/2" iron rod found for corner in the southeast right-of-way line of the Union Pacific Railroad (U.P.R.R.) (a 100' R.O.W.) and being in the center of County Road 421 and being the southwest corner of said 39.9944 acre tract of land;

THENCE N 18 deg. 00 min. 00 sec. E, along the southeast right-of-way line of U.P.R.R., a distance of 1,166.40 feet to a 1/2" iron rod found for corner and being the southwest corner of a called 19.211 acre tract of land conveyed by deed to Tommy Cunningham, recorded in Volume 4802, Page 3430, D.R.C.C.T.;

THENCE S 89 deg. 59 min 33 sec. E, along the south line of said 19.211 acre tract of land and also along the south line of a 19.211 acre tract of land conveyed by deed to Cecil B. Cunningham, recorded in Volume 4802, Page 3436, D.R.C.C.T., a distance of 1,376.83 feet to a 1/2" iron rod found for corner and being the southeast corner of said Cecil B. Cunningham tract of land and being in the west line of a called 10.154 acre tract of land conveyed by deed to Allen Frank, recorded in County Clerk's File No. 98-0067883, D.R.C.C.T.;

THENCE S 00 deg. 44 min. 33 sec. E, along the west line of said 10.154 acre tract of land, a distance of 1,116.44 feet to a 1/2" iron rod set for corner and being in the center of County Road 421, and also being the southwest corner of said 10.154 acre tract of land;

THENCE N 89 deg. 44 min. 00 sec. W, along the center of said County Road 421, a distance of 1,754.45 feet to the POINT OF BEGINNING and containing 1,742,150 sq. ft. or 39.9944 acres of land.



BEING 4.086 acres (177,976 square feet) of land in the Granderson Stark Survey, Abstract No. 798, City of Anna, Collin County, Texas; said 4.086 acres (177,976 square feet) of land being a portion of that certain tract of land described in a Special Warranty Deed to Anna Town Center No. 8/CTS, Ltd. (hereinafter referred to as Anna Town Center No. 8 tract), as recorded in Instrument Number 20141203001315490, Official Public Records, Collin County, Texas (O.P.R.C.C.T.); said 4.086 acres (177,976 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a mag nail found for the Southeast corner of said Anna Town Center No. 8 tract, same being the Southwest corner of that certain tract land described in a Deed of Trust to Louis C. Miller (hereinafter referred to as Miller tract), as recorded in 19930204000086770, O.P.R.C.C.T., same being the North line of that certain tract of land described in a Special Warranty Deed with Vendor's Lien to Anna Highway 5, LLC (hereinafter referred to as Anna Highway 5 tract), as recorded in Instrument Number 20121228001650300, O.P.R.C.C.T., same being the South line of said Granderson Stark Survey, same being the North line of David E W Babb Survey, Abstract Number 33, same also being in East Foster Crossing Road, also known as County Road 421;

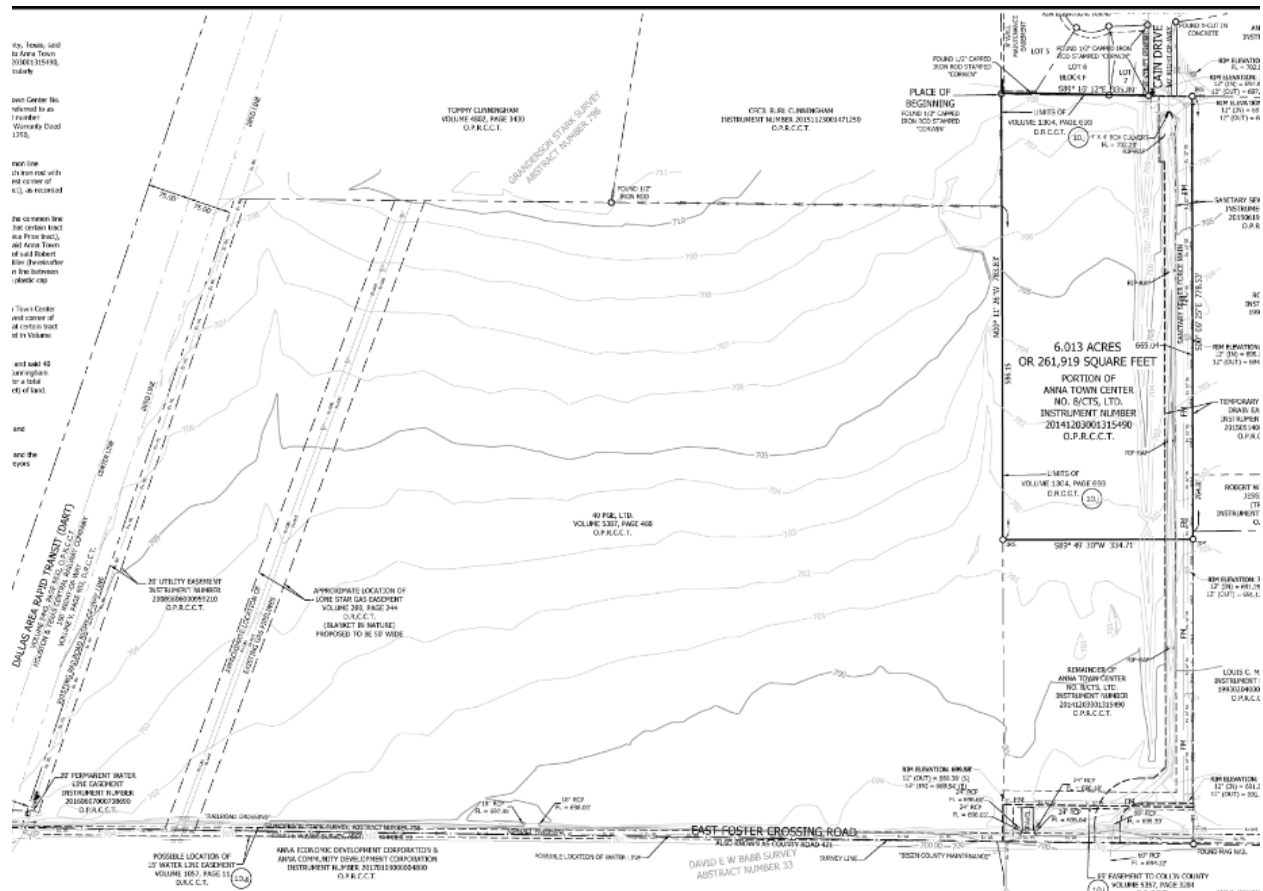
THENCE North 89 degrees 11 minutes 34 seconds West with the common line between said Anna Town Center No. 8 tract and said Anna Highway 5 tract, and with the common line between said Granderson Stark Survey and said David E W Babb Survey, and along said East Foster Crossing Road, a distance of 333.98 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Southwest corner of said Anna Town Center No. 8 tract, same being the Southeast corner of that certain tract of land described in a Warranty Deed with Vendor's Lien to 40 PGE, Ltd. (hereinafter referred to as 40 PGE tract), as recorded in Volume 5387, Page 468, O.P.R.C.C.T.;

THENCE North 00 degrees 11 minutes 26 seconds West, departing said survey line and said East Foster Crossing Road and with the common line between said Anna Town Center No. 8 and said 40 PGE tract, a distance of 529.48 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Northwest corner of the herein described tract;

THENCE North 89 degrees 49 minutes 30 seconds East, departing the West line of said 40 PGE tract, and crossing said Anna Town Center No. 8 tract, a distance of 334.71 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Northeast corner of the herein described tract, same being in the East line of said Anna Town Center No. 8 tract, same being in the West line of said Miller tract;

THENCE South 00 degrees 06 minutes 25 seconds East, with the common line between said Anna Town Center No. 8 tract and said Miller tract, a distance of 535.21 feet to the PLACE OF BEGINNING, and containing a calculated area of 4.086 acres (177,976 square feet) of land.

Tract 5 – Survey and Legal Description



BEING 6.013 acres (261,919 square feet) of land in the Granderson Stark Survey, Abstract No. 798, City of Anna, Collin County, Texas; said 6.013 acres (261,919 square feet) of land being a portion of that certain tract of land described in a Special Warranty Deed to Anna Town Center No. 8/CTS, Ltd. (hereinafter referred to as Anna Town Center No. 8 tract), as recorded in Instrument Number 20141203001315490, Official Public Records, Collin County, Texas, (O.P.R.C.C.T.); said 6.013 acres (261,919 square feet) of land being more particularly described, by metes and bounds, as follows:

BEGINNING at a one-half inch iron rod with plastic cap stamped "CORWIN" found for the Northwest corner of said Anna Town Center No. 8 tract, same being the Southwesterly corner of that certain tract of land described as Anna Crossing Phase 1B (hereinafter referred to as Anna Crossing Phase 1B), an addition to the City of Anna, Collin County, Texas, according to the plat recorded in Instrument number 2017-570, Plat Records, Collin County, Texas, same being in the East line of that certain tract of land described in a General Warranty Deed to Cecil Burl Cunningham (hereinafter referred to as Cunningham tract), as recorded in Instrument Number 20151123001471250, O.P.R.C.C.T.;

THENCE South 89 degrees 16 minutes 12 seconds East, departing the East line of said Cunningham tract and with the common line between said Anna Town Center No. 8 tract, and said Anna Crossing Phase 1B, a distance of 335.89 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Northeast corner of said Anna Town Center No. 8 tract, same being the Northwest corner of that certain tract of land described in a Contract of Sale and Purchase to Robert W. Price (hereinafter referred to as Price tract), as recorded in Instrument Number 1993-8676, O.P.R.C.C.T.;

THENCE South 00 degrees 06 minutes 25 seconds East, departing the South line of said Anna Crossing Phase 1B and with the common line between said Anna Town Center No. 8 tract and said Price tract, pass at a distance of 665.04 feet, the Northwest corner of that certain tract of land described in a Deed of Trust to Robert W. Price and wife, Jessica M. Price (hereinafter referred to as Robert and Jessica Price tract), as recorded in Instrument Number 1997-69675, O.P.R.C.C.T. and continue with said course and the common line between said Anna Town Center No. 8 tract and said Robert and Jessica Price tract, pass at a distance of 764.85 feet, the Westerly Southwest corner of said Robert and Jessica Price tract, same being the Northwest corner of that certain tract land described in a Deed of Trust to Louis C. Miller (hereinafter referred to as Miller tract), as recorded in 19930204000086770, O.P.R.C.C.T., and continue with said course and the common line between said Anna Town Center No. 8 tract and said Miller tract for a total distance of 778.53 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Southeast corner of the herein described tract;

THENCE South 89 degrees 49 minutes 30 seconds West, departing the West line of said Miller tract, and crossing said Anna Town Center No. 8 tract, a distance of 334.71 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" set for the Southwest corner of the herein described tract, same being in the West line of said Anna Town Center No. 8 tract, same being the East line of that certain tract of land described in a Warranty Deed with Vendor's Lien to 40 PGE, Ltd. (hereinafter referred to as 40 PGE tract), as recorded in Volume 5387, Page 468, O.P.R.C.C.T.;

THENCE North 00 degrees 11 minutes 26 seconds West, with the common line between said Anna Town Center No. 8 tract and said 40 PGE tract, pass at a distance of 586.15 the Northeast corner of said 40 PGE tract, same being the Southeast corner of said Cunningham tract, continue same course with the common line between said Anna Town Center No. 8 tract and said Cunningham tract, for a total distance of 783.83 feet to the PLACE OF BEGINNING, and containing a calculated area of 6.013 acres (261,919 square feet) of land.

EXHIBIT B

Phase 5 Roadway Cost Breakdown

Anna Crossing Phase 5 Leonard Roadway Improvements

Final Construction Cost

Summary

Description	Quantity	Unit	Unit Price	Item Amount
Grading Total				\$12,978
Erosion Control Total				\$10,888
Storm Total				\$7,634
Paving Total				\$319,688
Bonds	32%	LS	12250	\$3,862
Sub-Total On-Site Hard Costs				\$355,049
Geotechnical Investigation	1	LS	\$650	\$650
Design Survey	1	LS	\$1,500	\$1,500
Tree Survey	1	LS		
Engineering Design	6.0%	LS		\$21,303
Engineering Design Total				\$23,453
Material Testing	32%	LS	\$18,500	\$5,832
DART Crossing	1	LS		
ROW Acquisition (Estimated Cost)	1	LS		
Construction Staking & Lot Pinning	1	LS		
As Built Plans	1	EA		
Construction Administration Total				\$5,832
GRAND TOTAL				\$384,334

Anna Crossing Phase 5 Leonard Roadway Improvements

Final Construction Cost

Grading

Description	Quantity	Unit	Unit Price	Item Amount
Grading - Site Work - Clearing and Grubbing	0.75	AC	\$1,519.00	\$1,139
Grading - Site Work - Demo Existing Trail	560	SF	\$3.00	\$1,680
Grading - Site Work - Demo Median	1	LS	\$505.52	\$506
Grading - Dirt Work - On-site Balanced Cut and Fill (Uncl. Exc.)	2,998	CY	\$3.22	\$9,654
Grading Total				\$12,978

Erosion Control

Description	Quantity	Unit	Unit Price	Item Amount
Grading - Erosion Control - Inlets - Curb Inlet Protection - Complete	1	EA	\$150.00	\$150
Grading - Erosion Control - Inlets - Drop Inlet Protection	1	EA	\$200.00	\$200
Grading - Erosion Control - Drainage - Rock Check Dam - Each		EA	\$2,500.00	
Grading - Erosion Control - Drainage - Silt Fence - With Wire Backing	750	LF	\$1.45	\$1,088
Grading - Erosion Control - Grassing - Temp Irr. & Seeding Leonard Median	1	LS	\$9,450.00	\$9,450
Erosion Control Total				\$10,888

Storm

Description	Quantity	Unit	Unit Price	Item Amount
Storm - RCP - Class III - 18"		LF	\$40.00	
Storm - RCP - Class III - 21"	32	LF	\$52.30	\$1,674
Storm - RCP - Class III - 24"		LF	\$55.00	
Storm - RCP - Class III - 36"		LF	\$85.00	
Storm - Manholes & Junction Boxes - Square - 5' x 5' (TxDOT MH-M)		EA	\$4,000.00	
Storm - Inlets - Recessed Curb - 5'		EA	\$3,000.00	
Storm - Inlets - Recessed Curb - 20'	1	EA	\$5,932.00	\$5,932
Storm - Inlets - Wye - 3' x 3'		EA	\$3,000.00	
Storm - Headwalls - Type B = TxDOT (FW) - 18"		EA	\$2,500.00	
Storm - Headwalls - Sloped End Treatment (6:1) - 18"		EA	\$1,500.00	
Storm - Headwalls - Sloped End Treatment (6:1) - 21"		EA	\$2,500.00	
Storm - Headwalls - Sloped End Treatment (6:1) - 36"		EA	\$6,500.00	
Storm - General - Type A Rock Rip-Rap - 12"-18" Dia - 24" Thick		SY	\$90.00	
Storm - General - Trench Safety	32	LF	\$0.9	\$29
Storm - Miscellaneous - Connections - To Existing RCP		EA	\$2,000.00	
Storm - Miscellaneous - Flumes - Concrete - V Section - 4' x 4" x 3,600 psi Concrete		LF	\$30.00	
Storm - Miscellaneous - Grade to Drain		LF	\$12.00	
Storm - Miscellaneous - Traffic Control for Offsite Utility Construction		EA	\$3,500.00	
Storm Total				\$7,634

Anna Crossing Phase 5 Leonard Roadway Improvements

Final Construction Cost

Paving

Description	Quantity	Unit	Unit Price	Item Amount
Paving - Concrete - Streets - 8" - 3600 psi	4,169	SY	\$43.14	\$179,851
Paving - Concrete - Streets - 9" - 3600 psi	75	SY	\$60.61	\$4,546
Paving - Concrete - Sidewalks/Ramps - 4" x 5'		SF	\$5.50	
Paving - Concrete - Sidewalks/Ramps - 4" x 8'	6,000	SF	\$5.50	\$33,000
Paving - Concrete - Sidewalks/Ramps - Barrier Free Ramp - Single	2	EA	\$1,400.00	\$2,800
Paving - Concrete - Sidewalks/Ramps - Remove and Replace Ramps	1	EA	\$6,380.00	\$6,380
Paving - Concrete - Sidewalks/Ramps - Lower Trail / Ramp @ Leonard Intersection	1	EA	\$9,456.35	\$9,456
Paving - Subgrade Prep - 6"	4,668	SY	\$3.50	\$16,339
Paving - Subgrade Prep - Lime Material (32.9#/SY)	77	TN	\$165.00	\$12,671
Paving - Concrete - Concrete - Stamped Concrete at Median Nose	1	EA	\$3,600.00	\$3,600
Paving - Connections - Reinforced Conc. StreetHeader	207	LF	\$15.00	\$3,105
Paving - Removals - Remove Existing Pavement	143	SY	\$15.00	\$2,145
Paving - Signage - Furnish and install Regulatory Signs	6	EA	\$375.00	\$2,250
Paving - Signage - Street Sign - Decorative (Installed Complete)	6	EA	\$2,000.00	\$12,000
Paving - Pavement Markings - Striping and Pavement Markings	1.0	LS	\$18,441.59	\$18,442
Paving - Pavement Markings - Type I Reflective - White - 24" Solid	25	LF	\$30.00	\$750
Paving - Traffic Control - Management (Installation, Maintenance, Reset, & Removal)	7.5	MN	\$1,435.01	\$10,763
Paving - Traffic Control - Devices - Temporary Barricade	2	EA	\$795.00	\$1,590
Paving - Traffic Control - Devices - Street Lighting - Decorative (Installed)		EA	\$15,000.00	
Paving Total				\$319,688

EXHIBIT C

Phase 6 Roadway Cost Breakdown

Anna Crossing Phase 6 Leonard Finley Roadway Improvements

Final Construction Cost

Summary

Description	Quantity	Unit	Unit Price	Item Amount
Grading Total				\$34,297
Erosion Control Total				\$26,750
Storm Total				\$131,499
Paving Total				\$685,543
Bonds	1.00	LS	\$500	\$5,500
Sub-Total On-Site Hard Costs				\$883,589

Geotechnical Investigation	1	LS	\$650	\$650
Design Survey	1	LS	\$1,500	\$1,500
Tree Survey	1	LS		
<u>Engineering Design</u>	6.0%	LS		\$53,015
Engineering Design Total				\$55,165

Material Testing		LS	\$18,500	
DART Crossing	1	LS		
ROW Acquisition (Estimated Cost)	1	LS		
Construction Staking & Lot Pinning	1	LS		
As Built Plans	1	EA		

Construction Administration Total

GRAND TOTAL **\$938,754**

Anna Crossing Phase 6 Leonard Finley Roadway Improvements

Final Construction Cost

Grading

Description	Quantity	Unit	Unit Price	Item Amount
Grading - Site Work - Clearing and Grubbing	3.50	AC	\$1,519.00	\$5,317
Grading - Site Work - Demo Existing Trail		SF	\$3.00	
Grading - Site Work - Demo Median		LS	\$505.52	
Grading - Dirt Work - On-site Balanced Cut and Fill (Uncl. Exc.)	9,000	CY	\$3.22	\$28,980
Grading Total				\$34,297

Erosion Control

Description	Quantity	Unit	Unit Price	Item Amount
Grading - Erosion Control - Inlets - Curb Inlet Protection - Complete	4	EA	\$150.00	\$600
Grading - Erosion Control - Inlets - Drop Inlet Protection		EA	\$200.00	
Grading - Erosion Control - Drainage - Rock Check Dam - Each		EA	\$2,500.00	
Grading - Erosion Control - Drainage - Silt Fence - With Wire Backing	5,000	LF	\$1.45	\$7,250
Grading - Erosion Control - Grassing - Temp Irr. & Seeding Leonard and Finley Median	1	LS	\$18,900.00	\$18,900
Erosion Control Total				\$26,750

Storm

Description	Quantity	Unit	Unit Price	Item Amount
Storm - RCP - Class III - 18"	11.39	LF	\$63.00	\$718
Storm - RCP - Class III - 21"	47.39	LF	\$70.00	\$3,317
Storm - RCP - Class III - 24"	202.60	LF	\$77.00	\$15,600
Storm - RCP - Class III - 27"	130.02	LF	\$91.00	\$11,832
Storm - RCP - Class III - 36"	223.66	LF	\$129.00	\$28,852
Storm - RCP - Class III - 54"	79.43	LF	\$235.00	\$18,666
Storm - Manholes & Junction Boxes - Square - 5' x 5' (TxDOT MH-M)		EA	\$4,000.00	
Storm - Inlets - Recessed Curb - 15'	1	EA	\$5,000.00	\$5,000
Storm - Inlets - Recessed Curb - 20'	3	EA	\$5,450.00	\$16,350
Storm - Inlets - Wye - 3' x 3'		EA	\$3,000.00	
Storm - Headwalls - Remove ex. 24" hdwl and rip rap	1	EA	\$1,500.00	\$1,500
Storm - Headwalls - Sloped End Treatment (6:1) - 18"		EA	\$1,500.00	
Storm - Headwalls - Sloped End Treatment (6:1) - 21"		EA	\$2,500.00	
Storm - Headwalls - Sloped End Treatment (6:1) - 36"		EA	\$6,000.00	
Storm - General - Type A Rock Rip-Rap - 12"-18" Dia - 24" Thick		SY	\$90.00	
Storm - General - Trench Safety	32	LF	\$0.90	\$29
Storm - Miscellaneous - Connections - To Existing RCP	5	EA	\$1,675.00	\$8,375
Storm - Miscellaneous - remove ex 5x5 drop inlet and apron	1	EA	\$1,460.00	\$1,460
Storm - Miscellaneous - Adjust Sewer Manholes for Paving	9	EA	\$2,200.00	\$19,800
Storm - Miscellaneous - Traffic Control for Offsite Utility Construction		EA	\$3,500.00	
Storm Total				\$131,499

Anna Crossing Phase 6 Leonard Finley Roadway Improvements

Final Construction Cost

Paving Leonard Avenue

Description	Quantity	Unit	Unit Price	Item Amount
Paving - Concrete - Streets - 8" - 3600 psi	4,790	SY	\$39.40	\$188,726
Paving - Subgrade Prep - 7"	5,174	SY	\$3.45	\$17,850
Paving - Subgrade Prep - Lime Material (32.9#/SY)	124	TN	\$163.00	\$20,212
Paving - Concrete - Sidewalks/Ramps - 4" x 8'	10,464	SF	\$5.65	\$59,122
Paving - Concrete - Sidewalks/Ramps - Barrier Free Ramp - Single	4	EA	\$2,000.00	\$8,000
Paving - Concrete - Concrete - Tie to Existing Pavement	3	EA	\$775.00	\$2,325
Paving - Signage - Cross Walk Striping	1	EA	\$1,400.00	\$1,400
Paving - Concrete - Concrete - Saw Cut Pavement	715	LF	\$8.00	\$5,720
Paving - Concrete - Concrete - Install Curb and Gutter	250	LF	\$20.00	\$5,000
Grading - Site Work - Remove 8" Concrete Pavement	595	LF	\$1.55	\$922
Paving - Removals - Remove Concrete Curb and Gutter	765	LF	\$16.75	\$12,814
Paving - Signage - Street Sign - Remove Existing Guardrail	50	SY	\$10.00	\$500
Paving - Concrete - Concrete - Stamped Concrete at Median Nose	230	SF	\$18.55	\$4,267
Paving - Signage - Street Sign - Directional Arrows with Striping	1	LS	\$1,955.00	\$1,955
Paving - Traffic Control - Devices - Temporary Barricade	1	EA	\$1,000.00	\$1,000
Paving - Signage - Street Sign - Pedestrian Crosswalk Sign	1	EA	\$260.00	\$260
Paving - Signage - Street Sign - Street Sign Post	2	EA	\$900.00	\$1,800
Paving - Signage - Street Sign - Speed Limit Sign	1	EA	\$260.00	\$260
Paving - Signage - Traffic Control - Remove Existing Double Orange Line	1	LS	\$2,800.00	\$2,800
Paving - Signage - Traffic Control - Remove Existing Double Orange Line	1	LS	\$2,800.00	\$2,800

Paving Leonard Avenue Total

\$337,732

Paving Finley Boulevard

Description	Quantity	Unit	Unit Price	Item Amount
Paving - Concrete - Streets - 8" - 3600 psi	5,309	SY	\$39.40	\$209,175
Paving - Subgrade Prep - 7"	5,734	SY	\$3.45	\$19,782
Paving - Subgrade Prep - Lime Material (32.9#/SY)	138	TN	\$163.00	\$22,494
Paving - Traffic Control - Devices - Temporary Barricade	2	EA	\$1,000.00	\$2,000
Paving - Concrete - Sidewalks/Ramps - 4" x 5'	8,545	SF	\$5.50	\$46,998
Paving - Concrete - Sidewalks/Ramps - Barrier Free Ramp - Single	3	EA	\$2,000.00	\$6,000
Paving - Concrete - Concrete - Tie to Existing Pavement	3	EA	\$775.00	\$2,325
Paving - Signage - Cross Walk Striping	2	EA	\$4,400.00	\$8,800
Paving - Adjust Existing Sanitary Sewer MH to Grade	5	EA	\$300.00	\$1,500
Paving - Concrete - Concrete - Saw Cut Pavement	260	LF	\$8.00	\$2,080
Paving - Signage - Street Sign - Directional Arrows with Striping	1	EA	\$4,400.00	\$4,400
Paving - Concrete - Concrete - Install Curb and Gutter	260	LF	\$16.75	\$4,355
Paving - Signage - Street Sign - Stop Bar	3	EA	\$350.00	\$1,050
Paving - Concrete - Concrete - Mow Ramp in Median	2	LS	\$750.00	\$1,500
Paving - Signage - Street Sign - Pedestrian Crosswalk Sign	1	EA	\$260.00	\$260
Paving - Signage - Street Sign - Stop Sign	1	EA	\$350.00	\$350
Paving - Signage - Street Sign - Street Sign Post	2	EA	\$900.00	\$1,800
Paving - Signage - Street Sign - Speed Limit Sign	1	LS	\$260.00	\$260
Paving - Removals - Remove and Relocate Existing Stop Sign Ahead	1	SY	\$1,200.00	\$1,200
Paving - Removals - Remove and Relocate Existing Stop Sign and Stop Bar	1	SY	\$1,600.00	\$1,600
Paving - Signage - Traffic Control - Remove Existing Double Orange Line	1	LS	\$3,600.00	\$3,600

Paving Finley Boulevard

\$341,528

EXHIBIT D

Mixed Use Roadway Cost Breakdown

Future Mixed Use Finley Roadway Improvements Estimate - Future Project

Probable Construction Cost

Summary

Description	Quantity	Unit	Unit Price	Item Amount
Grading Total				\$32,743
Erosion Control Total				\$22,125
Storm Total				\$40,490
Paving Finley Boulevard Total				\$522,717
Bonds	32%	LS	12250	\$3,862
Sub-Total On-Site Hard Costs				\$621,936
Geotechnical Investigation	1	LS	\$650	\$650
Design Survey	1	LS	\$1,500	\$1,500
Tree Survey	1	LS		
Engineering Design	6.0%	LS		\$37,316
Engineering Design Total				\$39,466
Material Testing	32%	LS	\$18,500	\$5,832
DART Crossing	1	LS		
ROW Acquisition (Estimated Cost)	1	LS		
Construction Staking & Lot Pinning	1	LS		
As Built Plans	1	EA		
Construction Administration Total				\$5,832
GRAND TOTAL				\$667,234

Future Mixed Use Finley Roadway Improvements Estimate - Future Project

Probable Construction Cost

Grading

Description	Quantity	Unit	Unit Price	Item Amount
Grading - Site Work - Clearing and Grubbing	2.58	AC	\$1,519.00	\$3,923
Grading - Site Work - Demo Existing Trail	1,500	SF	\$3.00	\$4,500
Grading - Site Work - Demo Median	1	LS	\$5,000.00	\$5,000
Grading - Dirt Work - On-site Balanced Cut and Fill (Uncl. Exc.)	6,000	CY	\$3.22	\$19,320
Grading Total				\$32,743

Erosion Control

Description	Quantity	Unit	Unit Price	Item Amount
Grading - Erosion Control - Inlets - Curb Inlet Protection - Complete	4	EA	\$150.00	\$600
Grading - Erosion Control - Inlets - Drop Inlet Protection	2	EA	\$200.00	\$400
Grading - Erosion Control - Drainage - Rock Check Dam - Each		EA	\$2,500.00	
Grading - Erosion Control - Drainage - Silt Fence - With Wire Backing	2,500	LF	\$1.45	\$3,625
Grading - Erosion Control - Grassing - Temp Irr. & Seeding Leonard Median	1	LS	\$17,500.00	\$17,500
Erosion Control Total				\$22,125

Storm

Description	Quantity	Unit	Unit Price	Item Amount
Storm - RCP - Class III - 18"		LF	\$40.00	
Storm - RCP - Class III - 21"	180	LF	\$70.00	\$12,600
Storm - Inlets - Recessed Curb - 20'	4	EA	\$5,932.00	\$23,728
Storm - Inlets - Wye - 3' x 3'		EA	\$3,000.00	
Storm - Headwalls - Type B = TxDOT (FW) - 18"		EA	\$2,500.00	
Storm - Headwalls - Sloped End Treatment (6:1) - 18"		EA	\$1,500.00	
Storm - Headwalls - Sloped End Treatment (6:1) - 21"		EA	\$2,500.00	
Storm - Headwalls - Sloped End Treatment (6:1) - 36"		EA	\$6,000.00	
Storm - General - Type A Rock Rip-Rap - 12"-18" Dia - 24" Thick		SY	\$90.00	
Storm - General - Trench Safety	180	LF	\$0.90	\$162
Storm - Miscellaneous - Connections - To Existing RCP	2	EA	\$2,000.00	\$4,000
Storm - Miscellaneous - Flumes - Concrete - V Section - 4' x 4" x 3,600 psi Concrete		LF	\$30.00	
Storm - Miscellaneous - Grade to Drain		LF	\$12.00	
Storm - Miscellaneous - Traffic Control for Offsite Utility Construction		EA	\$3,500.00	
Storm Total				\$40,490

Future Mixed Use Finley Roadway Improvements

Estimate - Future Project

Probable Construction Cost

Grading

Description	Quantity	Unit	Unit Price	Item Amount
Grading - Site Work - Clearing and Grubbing	2.58	AC	\$1,519.00	\$3,923
Grading - Site Work - Demo Existing Trail	1,500	SF	\$3.00	\$4,500
Grading - Site Work - Demo Median	1	LS	\$5,000.00	\$5,000
Grading - Dirt Work - On-site Balanced Cut and Fill (Uncl. Exc.)	6,000	CY	\$3.22	\$19,320
Grading Total				\$32,743

Erosion Control

Description	Quantity	Unit	Unit Price	Item Amount
Grading - Erosion Control - Inlets - Curb Inlet Protection - Complete	4	EA	\$150.00	\$600
Grading - Erosion Control - Inlets - Drop Inlet Protection	2	EA	\$200.00	\$400
Grading - Erosion Control - Drainage - Rock Check Dam - Each		EA	\$2,500.00	
Grading - Erosion Control - Drainage - Silt Fence - With Wire Backing	2,500	LF	\$1.45	\$3,625
Grading - Erosion Control - Grassing - Temp Irr. & Seeding Leonard Median	1	LS	\$17,500.00	\$17,500
Erosion Control Total				\$22,125

Storm

Description	Quantity	Unit	Unit Price	Item Amount
Storm - RCP - Class III - 18"		LF	\$40.00	
Storm - RCP - Class III - 21"	180	LF	\$70.00	\$12,600
Storm - Inlets - Recessed Curb - 20'	4	EA	\$5,932.00	\$23,728
Storm - Inlets - Wye - 3' x 3'		EA	\$3,000.00	
Storm - Headwalls - Type B = TxDOT (FW) - 18"		EA	\$2,500.00	
Storm - Headwalls - Sloped End Treatment (6:1) - 18"		EA	\$1,500.00	
Storm - Headwalls - Sloped End Treatment (6:1) - 21"		EA	\$2,500.00	
Storm - Headwalls - Sloped End Treatment (6:1) - 36"		EA	\$6,000.00	
Storm - General - Type A Rock Rip-Rap - 12"-18" Dia - 24" Thick		SY	\$90.00	
Storm - General - Trench Safety	180	LF	\$0.90	\$162
Storm - Miscellaneous - Connections - To Existing RCP	2	EA	\$2,000.00	\$4,000
Storm - Miscellaneous - Flumes - Concrete - V Section - 4' x 4" x 3,600 psi Concrete		LF	\$30.00	
Storm - Miscellaneous - Grade to Drain		LF	\$12.00	
Storm - Miscellaneous - Traffic Control for Offsite Utility Construction		EA	\$3,500.00	
Storm Total				\$40,490

EXHIBIT E

Impact Fee Reimbursement Property

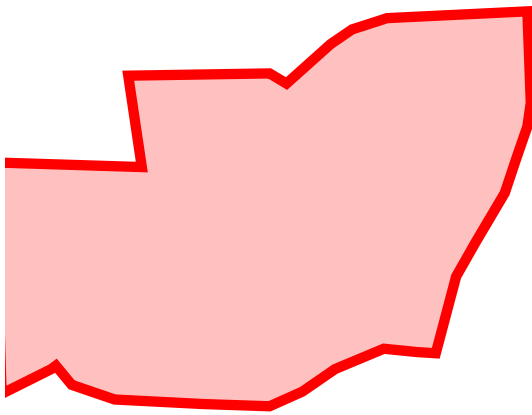


EXHIBIT C

The Roadway Project

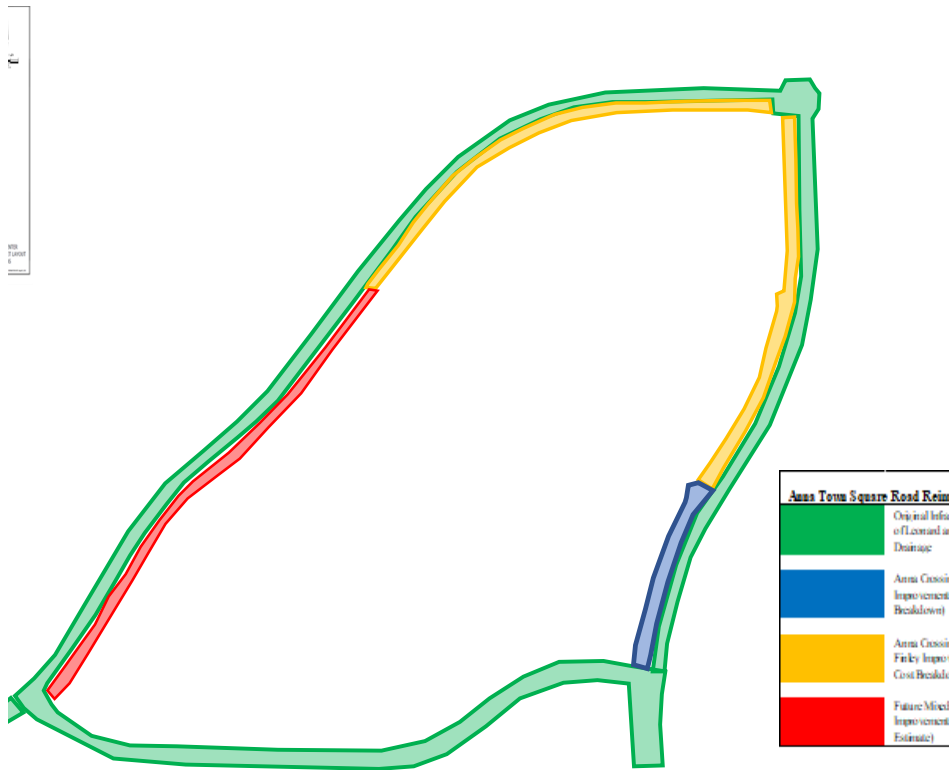
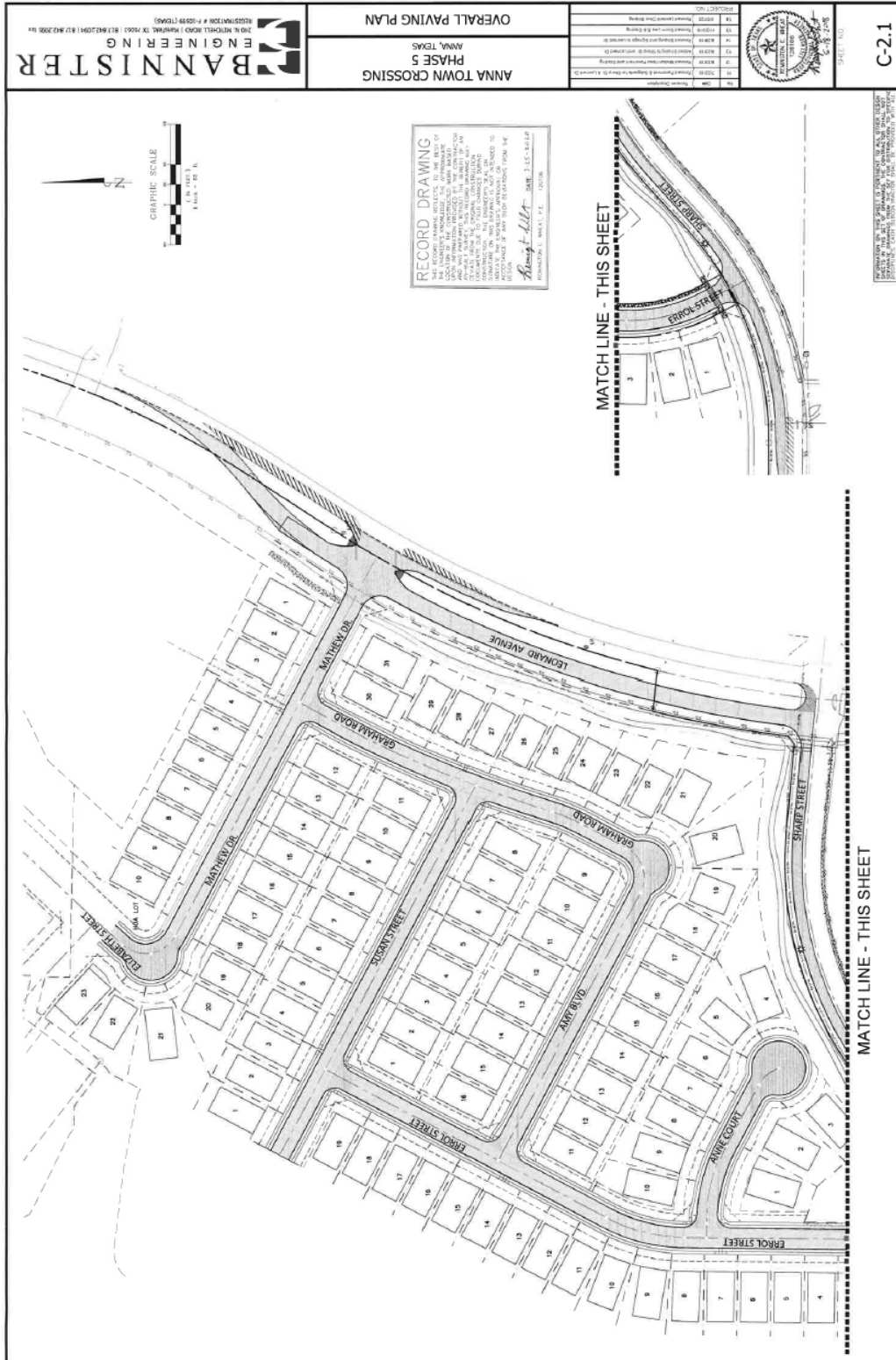


EXHIBIT F

Phase 5 Roadway Project

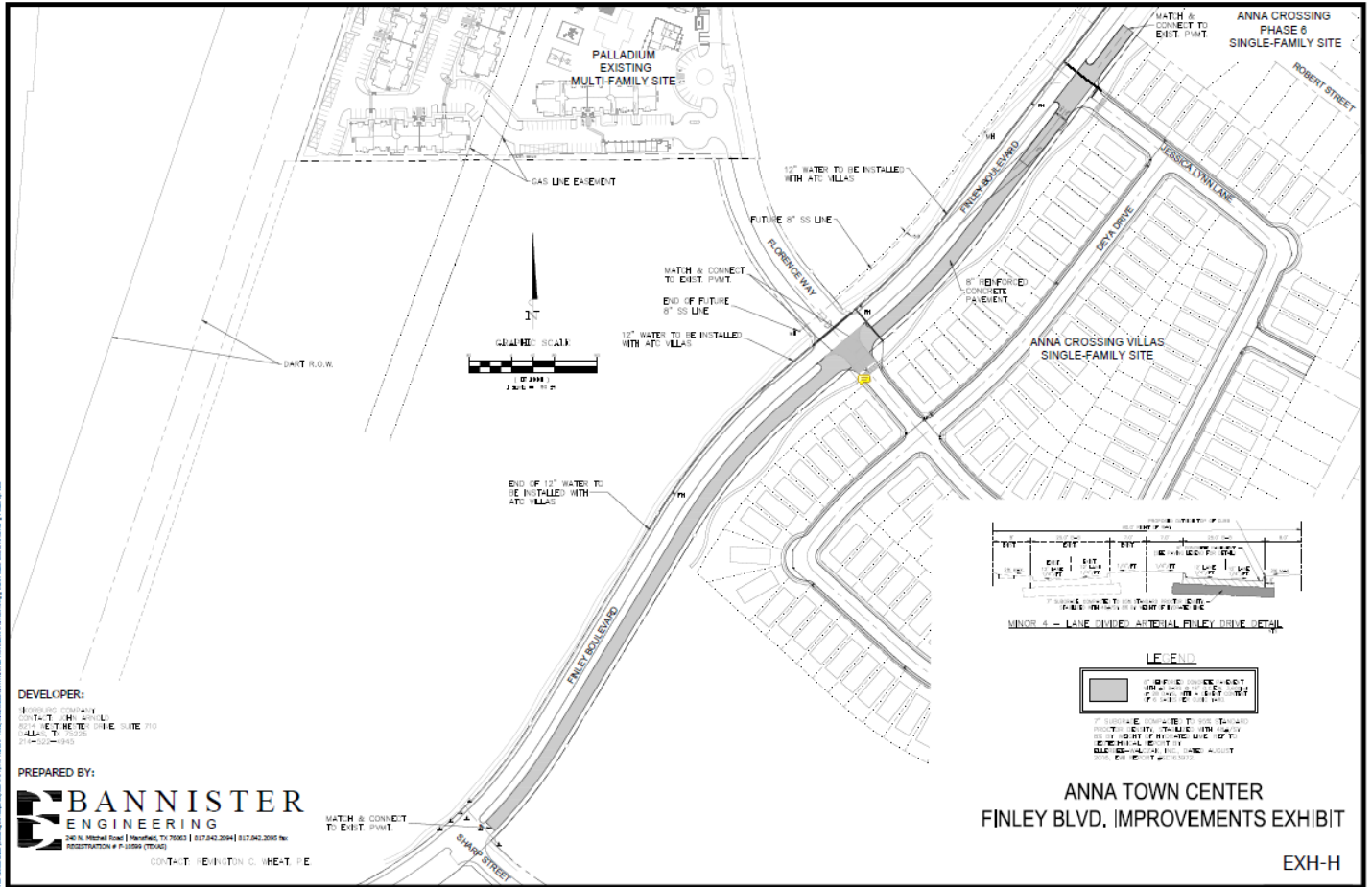


Phase 6 Roadway Project



EXHIBIT H

Mixed-Use Roadway Project



CITY OF ANNA, TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A ROADWAY IMPACT FEE REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ANNA, TEXAS AND ANNA CROSSING AMC, LIMITED, A TEXAS LIMITED PARTNERSHIP, AS SHOWN IN EXHIBIT “A” ATTACHED HERETO, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Anna Crossing AMC, Limited is seeking to construct public infrastructure related to Anna Crossing Phase 5, Phase 6, and Mixed-Use (MU); and

WHEREAS, as a key component of Phase 5, Phase 6, and MU it is necessary to construct paving improvements to Finley Boulevard and Leonard Avenue (the “Roadways”); and

WHEREAS, the Roadways are shown in the City of Anna Master Thoroughfare Plan and the City of Anna Impact Fee Study as future Major Collector streets; and

WHEREAS, public roads identified in the City of Anna Master Thoroughfare Plan, including the Roadways, are eligible for impact fee reimbursement for the cost of paving and drainage improvements; and

WHEREAS, the City of Anna desires to enter into the agreement that is the subject of this resolution to reimburse Anna Crossing AMC, Limited certain impact fee amounts in exchange for its construction of the public infrastructure referenced above;

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 approves entering into and authorizes the City Manager to execute the Water, Wastewater, and Roadway Impact Fee Reimbursement Agreement for Anna Crossing Phase 5, Phase 6, and Mixed Use Phase as shown in Exhibit “A” attached hereto.

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

ATTEST:

APPROVED:

City Secretary, Carrie L. Land

Mayor, Nate Pike

EXHIBIT "A"



Item No. 7.g.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021
Staff Contact: Gregory Peters

AGENDA ITEM:

Consider authorization of the City Manager to publish notice of an Ordinance creating a Stormwater Utility for the City of Anna in the Anna Melissa Tribune. (Director of Public Works Greg Peters, P.E.)

SUMMARY:

The City of Anna has been working with Birkhoff Hendricks and Carter to complete a stormwater utility study for the City of Anna. The study is now complete. In accordance with State Law, if the City desires to adopt an ordinance to create a stormwater utility and to adopt a stormwater fee, a copy of the ordinance must be printed in the local newspaper prior to holding the public hearing and considering adoption. This item is to authorize staff to move forward with posting the ordinance in the paper.

The Stormwater Utility Study shows that a proposed rate structure of \$3.20/month for residential and \$10.52/acre/month for non-residential will provide the funds necessary to perform basic operations and maintenance of the stormwater system and to initiate basic stormwater planning projects required to accommodate the changes to storm drainage caused by development, growth, and natural weather events. Currently, the City has an annual funding of \$20,000 for stormwater projects, which is insufficient to provide proper maintenance and repair of existing drainage channels, bar ditches, underground storm systems, and natural creeks and drainageways.

Per State Law:

- Before adopting the ordinance, the governing body must publish a notice in a newspaper of general circulation in the municipality stating the time and place of a public hearing to consider the proposed ordinance. The proposed ordinance must be published in full in the notice. The governing body shall publish the notice three times before the date of the hearing. The first publication must occur on or before the 30th day before the date of the hearing.
- After passage of the ordinance adopting this subchapter, the municipality may levy a schedule of drainage charges. The municipality must hold a public hearing on the charges before levying the charges. The municipality must give notice of the hearing in the manner provided above. The proposed schedule of drainage charges, as originally adopted or as revised, must be published in the notice.

If the City Council approves this item, a public hearing will be set for November 9, 2021

to formally consider adoption of the ordinance to create a stormwater utility and to set a stormwater fee.

FINANCIAL IMPACT:

None at this time. The findings of the study are being presented, which include a recommended stormwater rate for residential of \$3.20 per month, and for non-residential, a rate of \$10.52 per acre, per month. A final decision will be made at the November 9, 2021 City Council Meeting on whether to adopt the proposed rates.

STRATEGIC CONNECTIONS:

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

Goal 2: Sustainable Anna Community Through Planned Managed Growth

STAFF RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

APPROVALS:

Gregory Peters, Director of Public Works
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/24/2021
Approved - 9/24/2021
Final Approval - 9/24/2021



Item No. 7.h.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Acting as the Anna Public Facility Corporation Board of Directors, Consider/Discuss/Action on corporate bylaws, and appoint offices of president, vice-president, secretary, and executive director. (Director of Economic Development Joey Grisham)

SUMMARY:

The Anna PFC has now been created and approved by the Texas Secretary of State. The next step is for the PFC Board to act on bylaws and elect officers.

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 bylaws and elect officers.

ATTACHMENTS:

1. Certificate
2. Original Document
3. APFC Bylaws

APPROVALS:

Joey Grisham, Economic Development Director
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/23/2021
Approved - 9/23/2021
Final Approval - 9/24/2021



Office of the Secretary of State

CERTIFICATE OF FILING OF

Anna Public Facility Corporation
File Number: 804239862

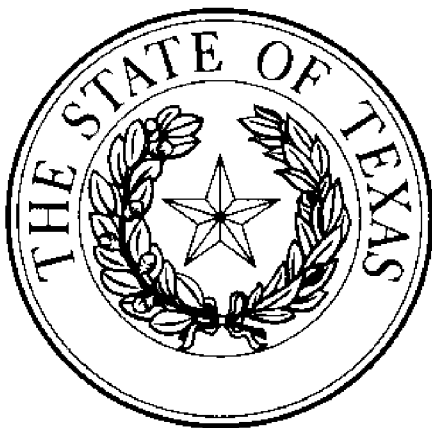
The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 09/17/2021

Effective: 09/17/2021



A handwritten signature of Jose A. Esparza, consisting of stylized initials and a long horizontal stroke.

Jose A. Esparza
Deputy Secretary of State

**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 certified resolution attached hereto as Exhibit "1" (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 AND REGISTERED AGENT

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 Jim Proce.

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 "1" 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 17th day of September, 2021.

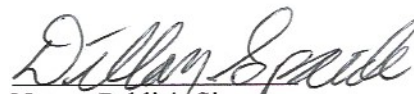


Joey Grisham

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 17th day of September, 2021.

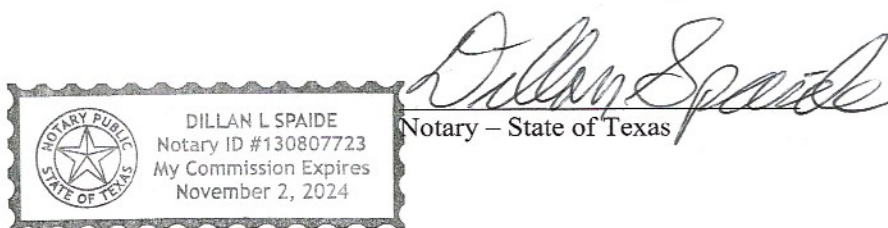


EXHIBIT 1

Certified Copy of Approving Resolution of the City

STATE OF TEXAS §

§

CERTIFICATE TO COPY OF PUBLIC RECORD

COUNTY OF COLLIN §

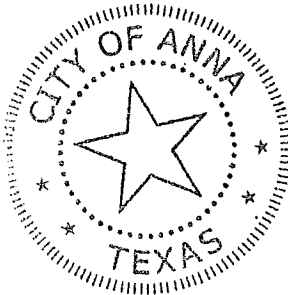
I hereby certify, in the performance of the functions of my office, that the attached instrument is a full, true and correct copy of Resolution No. 2021-08-971 which are two (2) pages without the exhibits as the same appears of record, and that said document(s) is an official record of the City of Anna, Texas, Collin County, State of Texas.

I further certify that I am Carrie L. Land, City Secretary of the City of Anna, Collin County, Texas, that I am a custodian of said record(s), and that I am a lawful possessor and keeper, and have legal custody of the records of the City of Anna, Collin County, Texas.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 17th day of September, 2021.

Carrie L. Land
(Signature)

(SEAL)



Carrie L. Land City Secretary

Collin County,
State of Texas

EXHIBIT "A"

RESOLUTION NO. 2021-08-971

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.

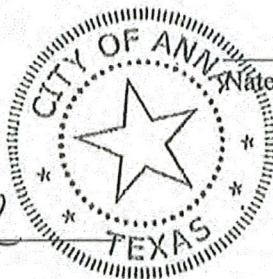
SECTION 7. Open Meetings. It is hereby officially found and determined that all notice required by law has been given and notice of this resolution was posted and the resolution passed in accordance with the Open Meeting Act.

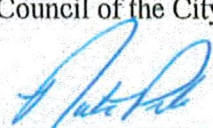
SECTION 8. Effective Date. This resolution shall take effect immediately from and after its passage.

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

ATTEST:


Carrie L. Land, City Secretary




Nate Pike, Mayor

**ANNA PUBLIC FACILITIES
CORPORATION**

BYLAWS

**ARTICLE I
OFFICES**

SECTION 1.01. Principal Office. The principal office of the Anna Public Facilities Corporation (the "Corporation") shall be at 111 N. Powell Parkway, Anna, Texas 75409.

**ARTICLE II
DIRECTORS**

SECTION 2.01. General Authority. The affairs of the Corporation shall be managed by a board of directors (the "Board") which shall be composed in its entirety of persons appointed by and whose terms of office shall be fixed by the governing body of the City of Anna, Texas (the "City"). The property and business of the Corporation shall be managed by the Board which may exercise all powers of the Corporation and do all lawful acts.

SECTION 2.02. Membership. The Board of Directors shall consist of seven (7) directors, each of whom shall be appointed by the governing body of the City and shall reside in the City and who shall serve staggered terms of four (4) years unless otherwise specified by the City in the Articles of Incorporation, as amended from time to time. A director whose term expires shall continue to serve until his/her successor is appointed to the Board. The Initial Directors designated under Article VII of the Articles of Incorporation shall serve as the Board of Directors until the governing body of the City appoints replacements to serve as directors.

SECTION 2.03. Annual Meeting. The annual meeting of the Board shall be held at the principal office of the Corporation on the fourth Tuesday of January, if not a legal holiday, and if a legal holiday, then at the second Tuesday or the fourth Tuesday in February that is not legal holiday, at 6:30 p.m., or at such time and place as shall be fixed by the consent in writing of all of the directors. All other meetings may be held at the place selected by the Board within the boundaries of the State of Texas.

SECTION 2.04. Regular Meetings; Notice. Regular Meetings other than the annual meeting, may be held without notice at such time as shall from time to time be determined by resolution of the Board.

SECTION 2.05. Special Meetings; Notice. Special Meetings of the Board may be called by the President on 72 hours' notice to each director, either personally or by mail or by facsimile; special meetings shall be called by the President or Secretary in like manner on like notices on the written request of two directors. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered

and voted upon at a Special Meeting. At any meeting at which every director shall be present, even though without any notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon.

SECTION 2.06. Remote Meetings. The Board may meet regularly or specially by means of conference telephone or similar communications equipment that permits all individuals participating in the meeting to hear one another and such participation shall constitute presence in person at the meeting.

SECTION 2.07. Quorum. At all meetings of the Board the presence of a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by the Texas Public Facilities Corporations Act (Chapter 303, Texas Local Government Code, as amended) (the "Act") or these Bylaws.

SECTION 2.08. Notice. A meeting of the Board can be held at any time without notice upon the execution by all directors of a written waiver of notice, and likewise may be held without notice when all of the directors are present at the meeting.

SECTION 2.09. Action. Any action required by the Act to be taken at a meeting of the Board or any action which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting for the action to be taken, shall be signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote and may be stated as such in any articles or document filed with the Secretary of State under the Act.

SECTION 2.10. Meeting Location. All meetings of the Board shall be held within the State of Texas.

SECTION 2.11. Ex-Officio Members. The City Manager or his or her respective designee, the City Finance Director, and any member of the governing body of the City or other appropriate person or entity designated by the Board may attend all meetings of the Board or committees, including but not limited to executive or closed meetings, but shall not have the power to vote in the meetings unless such Council member is also a member of the Board appointed by the governing body of the City. Their attendance shall be for the purpose of ensuring that information about the meetings is accurately recorded and communicated to the City Council as may be appropriate and necessary.

SECTION 2.12. No Compensation. Directors, as such, shall receive no compensation for services rendered as directors, but shall be reimbursed for all reasonable expenses incurred in performing their duties as directors.

SECTION 2.13 Ethics; Conflict of Interest. Directors and officers appointed by directors shall strictly adhere to the Anna Code of Ethics, as adopted and as may be amended by the governing body of the City (the "Ethics Code"). In the event that a director or officer is aware that he/she has a conflict of interest under applicable law or Ethics Code, with regard to any particular matter or vote coming before the Board, the director or officer shall bring the same to the attention of the Board and shall abstain from discussion and voting thereon. Any director or officer shall bring to the attention of the Board any apparent conflict of interest or potential conflict of interest of any other director or officer, in which case the Board shall determine whether a true conflict of interest exists before any further discussion or vote shall be conducted regarding that particular matter. The director or officer about whom a conflict of interest question has been raised shall refrain from voting with regard to the determination as to whether a true conflict exists.

SECTION 2.14. Public Records. Except as made confidential under the Texas Public Records Act or other applicable law, the Corporations records are public records and the Corporation shall comply with the Texas Open Records Act.

SECTION 2.15. Committees. The Board may, by resolution or resolutions adopted by a majority of the whole Board, establish one or more committees, each committee to consist of two or more of the directors of the Corporation. Such committee or committees shall have such name or names, and such powers, as may be determined from time to time by resolution adopted by the Board of Directors. The committees shall keep regular minutes of their proceedings and report the same to the Board when required.

ARTICLE III NOTICES

SECTION 3.01. Generally. Whenever under the provisions of the statutes or these Bylaws, notice is required to be given to any director, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, electronic mail or facsimile, addressed to such director at such address, electronic mail address or facsimile number as appears on the books of the Corporation, and such notice shall be deemed to be given at the time when the same shall be thus mailed or transmitted by electronic mail or facsimile.

SECTION 3.02. Waiver. Whenever any notice is required to be given under the provisions of the statutes or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IV OFFICERS

SECTION 4.01. Appointment. The officers of the Corporation shall be chosen by the Board. The Board shall choose from its members a President and a Vice President. The Board shall also choose a Secretary who may or may not be a member of the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary. The Board shall choose such officers at its first meeting and at each annual meeting thereafter in odd number years.

SECTION 4.02. Term. The officers of the Corporation chosen pursuant to Section 4.01 shall serve until the second annual meeting of the Board thereafter or until their successors are chosen and qualify in their stead. Officer appointed at or after the second annual meeting shall serve terms of two (2) years unless removed earlier by the Board.

SECTION 4.03. Other Officers. The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

SECTION 4.04. Removal; Vacancy. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board.

SECTION 4.05. City Officers. The Board shall have the right to utilize the services of the City Manager, City Secretary, and City Attorney provided (i) that the Corporation shall pay reasonable compensation to the City for such services, and (ii) the performance of such service does not materially interfere with the other duties of such personnel of the City.

SECTION 4.06. The President.

- (a) The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the directors.
- (b) The President shall be an ex-officio a member of all standing committees, shall have general supervision of the management of the business of the Corporation, and shall see that all orders and resolutions of the Board are carried into effect.
- (c) The President shall execute bonds, mortgages, conveyances, assignments, notes and other contracts and instruments requiring a seal, under the seal of

the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation.

SECTION 4.07. The Vice President. The Vice President shall, in the absence or disability of the President, have the duties and exercise the powers of the President, and shall perform such other duties as the Board shall prescribe. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

SECTION 4.08. The Secretary. The Secretary shall attend all sessions of the Board and record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. He/She shall give, or cause to be given, notice of all special meetings of the Board and shall perform such other duties as may be prescribed by the Board or the President under whose supervision he/she shall be. He/She shall keep in safe custody the seal of the Corporation and, when authorized by the Board, affix the same to any instrument requiring it, and, when so affixed, it shall be attested by his/her signature. And when the corporate seal is required as to instruments executed in the course of ordinary business, he/she shall attest to the signature of the President or Vice President and shall affix the seal thereto.

SECTION 4.09. Economic Development Director. The Economic Development Director shall be a full-time employee of the City and shall be the chief administrative officer of the Corporation, responsible for all daily operations and implementation of Board policies and resolutions. The Economic Development Director shall be appointed and managed by the City Manager. The Economic Development Director shall attend all called Board meetings and perform those duties and functions as the Board shall prescribe.

ARTICLE V FISCAL PROVISIONS

SECTION 5.01. Fiscal Year. The fiscal year, unless otherwise determined by the Board, shall end September 30 of each year.

SECTION 5.02. Expenditures. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons, including the Executive Director, as the Board may from time to time designate, provided that in no event shall a check be negotiable until it is signed by at least one officer.

SECTION 5.03 Policy. The Corporation will adhere to the City's Financial Policy to guide the overall financial condition and operations of the Corporation including without limitation compliance with the Texas Public Funds Investment Act.

SECTION 5.04. Debt Instruments. Notwithstanding anything to the contrary herein or in the Articles of Incorporation, the Corporation shall be required to obtain the consent of the City for issuing bonds, notes, certificates, notes or other obligations ("Obligations"). Obligations are limited obligations of the public facilities corporation and are payable

solely from the revenue, receipts, and other resources pledged to their payment. A bondholder or creditor may not compel the local government to pay the bond, the interest, or any redemption premium or other indebtedness. All proceeds from loans or from the issuance of Obligations issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their execution or issuance. Subject to the requirements of contracts, loan agreements, indentures, or other agreements securing Obligations, all other monies of the Corporation, if any, shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The Board shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of its treasurer and such other persons as the Board shall designate. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Department of Finance of the City and the City's Finance Director shall be the Corporation's investment officer.

SECTION 5.05. Books, Records, Audits. The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. At the direction of the City Council, the books, records, accounts and financial statements of the Corporation may be maintained for the Corporation by the accountants, staff, and personnel of the City. The Corporation (or the City if the option described above is selected) shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm selected by the City. Such audit shall be at the expense of the Corporation.

ARTICLE VI SEAL

SECTION 6.01. The corporate seal shall be circular and shall have inscribed in the outer circle "Anna Public Facilities 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. A seal is not required

ARTICLE VII AMENDMENTS

SECTION 7.01. These Bylaws may be altered, changed, or amended at any meeting of the Board at which a quorum is present, provided notice of the proposed alteration, change, or amendment be contained in the notice of such meeting, by the affirmative vote of a majority of the directors at such meeting and present thereat.

ARTICLE VIII GENERAL PROVISIONS

SECTION 8.01. Effective Date. These Bylaws shall become effective upon adoption by the Board of Directors.

SECTION 8.02. Interpretation; Severability. Bylaws and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall be affected thereby.

SECTION 8.03. Principal Office. The principal office of the Corporation shall be within the City. The Corporation shall have and continuously maintain in the State of Texas a registered office (which may be, but need not be, the same as the principal office) and registered agent in accordance with the provisions of Article 2.05, Texas Non-Profit Corporation Act. The Corporation may change its registered office and registered agent in accordance with applicable law. Process may be served on the Corporation in accordance with applicable law.

SECTION 8.04. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

SECTION 8.05. Indemnity. The Corporation shall indemnify the directors and any director acting in its capacity as an officer of the Corporation and any City officer, against any liability asserted against or reasonable expenses incurred by a director or officer because of his/her status or conduct as a director or officer, in accordance with and to the fullest extent permitted by the laws of the State of Texas.

Adopted and Approved this _____ day of _____, 2021.

President

ATTEST:

Secretary



Item No. 7.i.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021
Staff Contact: Joey Grisham

AGENDA ITEM:

Acting as the Anna Public Facility Corporation, Consider/Discuss/Act on approving a Municipal Advisory Agreement with Hilltop Securities, Inc. (Director of Economic Development Joey Grisham)

SUMMARY:

Similar to the Anna Housing Finance Corporation, staff recommends executing a similar agreement with Hilltop Securities for financial advisory services related to the Anna Public Facility Corp.

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. 2021.0820_Ann PFC_HTS Housing Municipal Advisory Agreement

APPROVALS:

Karen Avery, Deputy City Secretary
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/24/2021
Approved - 9/24/2021
Final Approval - 9/24/2021

MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the “Agreement”) is made and entered into by and between **Anna Public Facility 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 PUBLIC FACILITY 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. **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.
17. **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.
18. **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.
- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of 1934.

The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.

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 to 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.j.

City Council Agenda
Staff Report

Meeting Date: 9/28/2021
Staff Contact: Terri Doby

AGENDA ITEM:

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

SUMMARY:

The proposed budget amendment includes funding for the following purposes:

The Fund Balance and Working Capital Reserve Policy was adopted on May 25, 2021. The policy on the Unassigned Fund Balance is that the goal is to achieve and maintain an unassigned fund balance in the General Fund equal to 40% of total appropriations. A balance of more than 40% is excessive.

The policy further states that the amount in excess of 40% can be used for one-time capital equipment purchases or other capital projects. The Unassigned Fund Balance on September 30, 2021 is projected to be more than 57% of total appropriations. This amendment will transfer the excess fund balance in the amount of \$700,000 to the Capital Projects Non Bond Fund where it can be expended for one-time purchases.

On March 9, 2021, the City Council approved Resolution No. 2021-03-876 to execute purchase orders for the purchase of Firefighter Equipment to include the Bump Out Safety System, a Commercial Extractor, and the SCBA Compressor. This amendment will add a budget to the Capital Projects Non Bond Fund so that the purchase of these items can be finalized as we approach moving into our new City Hall.

FINANCIAL IMPACT:

Amend the FY2021 Adopted Budget

STRATEGIC CONNECTIONS:

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

Goal 4: High Performing, Professional City

STAFF RECOMMENDATION:

Approve the FY2020 - 2021 Fourth Quarter Budget Amendment Ordinance

ATTACHMENTS:

1. Fourth Quarter Budget Amendment Ordinance
2. Fourth Quarter Budget Amendment Exhibit A
3. Fourth Quarter Budget Amendment Exhibit B

APPROVALS:

Karen Avery, Deputy City Secretary
Terri Doby, Budget Manager
Jim Proce, City Manager

Created/Initiated - 9/24/2021
Approved - 9/24/2021
Final Approval - 9/24/2021

CITY OF ANNA

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 875-2020 ADOPTING THE BUDGET FOR THE 2020-2021 FISCAL YEAR; PROVIDING FOR SAVINGS, SEVERABILITY, AND REPEALING CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, on September 8, 2020, the City Council of the City of Anna, Texas ("City Council"), after a duly noticed public hearing as required under Texas Local Gov't Code §102.106, and in accordance with applicable provisions of the City of Anna, Texas Home-Rule Charter ("Charter"), adopted a budget of all municipal appropriations and expenditures for the 2020-2021 fiscal year; and

WHEREAS, the City is authorized to make this budget amendment by majority vote of the City Council under Section 7.09 of the Charter;

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

SECTION 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council with respect to the budget amendments described herein.

SECTION 2. The City Council of the City officially finds, determines, and declares that the City of Anna 2020-2021 fiscal year budget is hereby amended with respect to its General Fund (10) as set forth in the original budget adopted under Ordinance No. 875-2020 by replacing the information regarding said funds with the information relating to said funds set forth in the attached Exhibit A, incorporated herein for all purposes.

SECTION 4. Upon adoption and execution of this ordinance, the City Secretary is directed to attach same and its exhibits to the original City of Anna 2020-2021 fiscal year budget in all places where said budget is filed as of public record or posted for public inspection.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this ordinance would have been enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including

this ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

PASSED, APPROVED, AND ADOPTED on first and final reading on this 28th day of September, 2021.

ATTESTED:

APPROVED:

City Secretary, Carrie Land

Mayor, Nate Pike

CITY OF ANNA
DETAIL OF RECOMMENDED FY2020-21 BUDGET AMENDMENTS

NON-BOND CAPITAL PROJECTS

Revenue:					
Account	Dept	Account Title	Budget	Change	Revised Budget
10-400-9800	Administration	Transfers Out (Non-Bond Capital)	\$ 1,300,000	\$ 700,000	\$ 2,000,000
50-400-5800	Administration	Transfers In	\$ 1,300,000	\$ 700,000	\$ 2,000,000
Justification:					
Transfer out to the Non-Bond Capital Projects Fund from General Fund fund balance in excess of 40%.					

Expense:					
Project	Account	Account Title	Budget	Change	Revised Budget
202X-0288	530-427-69110	Machinery and Equipment	\$ -	\$ 240,000	\$ 240,000
Justification: To purchase the Bump Out Safety System, a Commercial Extractor, and an SCBA Compressor as approved in Resolution No. 2021-03-876					

CITY OF ANNA
GENERAL FUND BY CATEGORY

	Actual 2019-20	Budget 2020-21	Estimated 2020-21	Budget 2021-22
BEGINNING BALANCES	\$ 5,941,424	\$ 6,445,513	\$ 6,445,513	\$ 6,521,769
REVENUES:				
Property Taxes	\$ 6,095,539	\$ 6,736,415	\$ 6,962,435	\$ 8,015,000
Sales Tax	2,271,318	2,552,500	2,820,000	2,760,000
Charges for Services	188,258	123,600	88,000	254,700
Licenses and Permits	2,683,906	2,631,700	3,777,000	3,525,000
Franchise and Local Taxes	657,331	601,600	601,600	485,000
Investment Income	102,302	70,000	30,000	30,000
Other Revenues	56,024	13,300	68,000	16,300
Intergovernmental	123,195	133,195	141,000	48,395
Fines	97,374	80,000	108,000	90,000
TOTAL OPERATIONAL REVENUE	\$ 12,275,247	\$ 12,942,310	\$ 14,596,035	\$ 15,224,395
Transfers from other funds	-	-	-	-
TOTAL REVENUES	\$ 12,275,247	\$ 12,942,310	\$ 14,596,035	\$ 15,224,395
TOTAL AVAILABLE RESOURCES	\$ 18,216,671	\$ 19,387,823	\$ 21,041,548	\$ 21,746,164
EXPENDITURES:				
Payroll	\$ 6,890,375	\$ 8,789,785	\$ 8,212,000	\$ 11,841,587
Supplies	442,162	604,142	670,000	620,991
Maintenance	386,397	234,360	225,000	224,300
Services	2,232,696	2,459,032	2,451,000	2,521,876
Debt Service	57,359	-	-	-
Capital Outlay	147,393	394,826	409,000	-
Capital Improvement	-	350,000	545,000	-
TOTAL OPERATIONAL EXPENDITURES	\$ 10,156,382	\$ 12,832,145	\$ 12,512,000	\$ 15,208,754
Transfers to other funds	1,614,776	1,307,779	2,007,779	400,000
TOTAL EXPENDITURES	\$ 11,771,158	\$ 14,139,924	\$ 14,519,779	\$ 15,608,754
ENDING FUND BALANCES	\$ 6,445,513	\$ 5,247,899	\$ 6,521,769	\$ 6,137,410
Fund Balance Percentage	63.5%	40.9%	52.1%	40.4%